HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, January 23, 2025
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

1. MEETING CALLED TO ORDER: Invitation to fill out "COMMENTS BY THE PUBLIC" forms.

Please silence all cell phones and devices.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ANNOUNCEMENTS

The Highlands County Health Facilities Authority will hold a regular meeting at noon on Tuesday, January 28, 2025, in the Sebring City Council Chambers, Sebring City Hall, 368 S. Commerce Ave., Sebring

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7. PUBLIC COMMENT

8. CONSENT AGENDA

8.A *Request adoption of Resolution 24-25-051 to establish a public hearing date of March 4, 2025, to discuss and consider closing a portion of a platted cul-de-sac at the end of Hyacinth Avenue.*
J.D. Langford, P.E., Assistant County Administrator, County Engineer
There is no fiscal impact.
VOR Agenda Packet - Hyacinth Ave.pdf

8.B *Request approval of the Agreement with True Omni to design, build, install, and support a total of 3 individual digitally interactive informational kiosks, with one to be placed in each municipality serving as 24/7 visitor information resources.*
Leah Sauls, Development Services Director Casey Hartt, Lead Marketing Consultant
There is no fiscal impact to Fund 005 (General). The total contract cost of $65,610.00 for design, creation, installation, and support of the kiosks with True Omni is to come from Fund 152 (Tourist Development Trust).

Addendum (2025.01.10) - TRUEOMNI SIGNED 01142025 w.notary.pdf

8.C *Request approval of the minutes from the December 17, 2024, and January 7th, 2025, Regular Meeting of the Board.*
121724REG.pdf
010725REG.pdf

8.D *Request adoption of Resolution 24-25-052 approving Amendment 1 to the current contract with The Florida Fish and Wildlife Conservation Commission, Contract FWC21146.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact to Fund 005 (General) will be the recognition of grant revenue received annually from the Florida Fish and Wildlife Conservation Commission. For fiscal years 2021/2022, 2022/2023 and 2023/2024 the grant revenue received has been $248,667.34, $252,887.05 and $313,363.47, respectively. An estimated $816,000.00 in Revenue for the additional 3-year amendment.
Res._24-25-052_FWC_Contract_21146.Amendment_1.sgs.docx
FWC21146 - Highlands County BCC - Renewal - A1 - revised.docx

8.E *Request approval of the renewal and amendment to the contract between Highlands County and Edgewood Landscape and Nursery, Inc.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is an approximate increase of $25,000 to Fund 110 (Transportation Trust), cost center 4102 (Road & Bridge Services). This item is already allocated within the adopted FY 2024/2025 budget.
Contract Renewal - Edgewood A1.pdf

8.F *Request adoption of Amendment 1 to the current agreement, reflecting VisionFirst Advisors Holdings, LLC name change (formerly known as VisionFirst Advisors) and new provisions to the agreement required by Florida statute.*
Laurie Hurner, County Administrator
None
Vision First Advisors Amendment #1.pdf

8.G *Request approval to waive the Landfill Tipping Fees and the approval to donate, deliver and haul away up to 9 loads of clean sand from Road & Bridge for the Highlands County Junior Livestock Show at the Highlands County Fair.*
Robert Diefendorf, Jr., E.I. Assistant to the Critical Infrastructure Director and Jonathan Harrison, Road and Bridge Director
Landfill staff estimates the fair will generate approximately 11 tons of waste at a cost of $45.00 per ton for a total of $495.00. The figures are based upon staff estimate of two (2) roll off bins. In addition, Road and Bridge estimates total cost, including delivery and removal is to approximately $1,900.00, which includes donation of sand, delivery, and cost to haul away after the Highlands Count Fair is completed.
Agenda Item Packet - Highlands Junior Livestock 02.25.pdf

8.H *Request approval of amendment # 2 to the Professional Services Agreement between Highlands County and Clemons, Rutherford and Associates, LLC. for generator design services.*
Tiffany Gunn, Capital Projects Manager

Fiscal impact is $164,190.00 which is currently budgeted in Cost Center 2680F, Account 56200Z, Project # 21064.
Signed Amendment 2.Highlands.Clemons Rutherford.Jail Expansion.SGS.pdf

8.I *Request approval of Resolution 24-25-055 for Budget Amendment 24-25-034 to appropriate funds donated from Duke Energy Foundation.*
Dustin Fitch, Deputy Chief
The fiscal impact is an increase to Fund 181 (Fire Assessment), Cost Center 3217, Account 56400 in the amount of $19,875.00 for the purchase of machinery and equipment to be used by Fire Rescue.
24-25-034 DukeEnergy Donation_Fire Assessments (BA).pdf
24-25-034R DukeEnergy Donation_Fire Assessment (Resolution).pdf

8.J *Request approval of Job Description and Pay Grade change of Division Chief-Fire Marshal and Division Chief-Chief of Training.*
J. Kelly Duppenthaler, Fire Chief
It is not anticipated to impact the current fiscal year budget. Based on new hire employment, this request will increase future budgets $168.33 per year
HC manual.pdf
Division Chief Chief of Training (1179) 11.03.22.pdf
Division Chief Fire Marshal 40 hour (1190) 01.25.2023.pdf

8.K *Request approval of Resolution 24-25-056 for Budget Amendment 24-25-035 to appropriate Fund Balance for the Central Square Software Upgrade.*
Tanya Cannady, Business Services Director David Nitz, OMB Manager
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $225,000.00 and will be appropriated in Project 20081 (Central Square Software Update), cost center 2111 (Central Services), account 56810Z (Proj. PC Software Purchase).
24-25-035 Proj 20081 Central Square Software Upgrade Add'l Funding (BA).pdf
24-25-035R Proj 20081 Central Square Software Upgrade Add'l Funding (Resolution).pdf

8.L *Request to approve amended and restated site dedication of Istokpoga Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of June 27, 2024, per Scope of Work, Item I (Site Dedication).*
Leah Sauls, Development Services Director
There is no fiscal impact.
Attachment F (2025.01.10) (002).pdf
OR BOOK 3086 PG 1214.pdf

9. COMMITTEE ASSIGNMENTS:

9.A *Request approval of Commissioner appointments to the Value Adjustment Board, Career Source Board, the Coastal & Heartland National Estuary Partnership, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2024.*
Laurie Hurner, County Administrator
No fiscal impact

2024 Committee Liaison.pdf

9.B *Request appointment of Carolyn Morrison representing Member-at-Large (MAL) to a 3-year-term on the Veterans Advisory Board.*
Denise Williams, County Veteran Services Officer.
There is no fiscal impact.
Carolyn Morrison VAB application.pdf
10-03-2024_VAB_Minutes.pdf
12-05-2024_VAB_Minutes.pdf

10. PUBLIC HEARING

11. ACTION AGENDA

11.A *a) Request approval of the Assignment and Acceptance Agreement between Waste Connections of Florida, Florida Waste Solutions, LLC., and Highlands County.*

b) Request approval of Second Amendment to Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility.
Sherry G. Sutphen, County Attorney
There is no fiscal impact. Florida Waste Solutions, LLC. will provide services to the County for the same cost provided by Waste Connections pursuant to the Solid Waste Franchise Agreement.
Assignment and Acceptance.FWS.1.7.25.final.SGS.pdf
Second Amendment to Franchise Contract.final.1.7.25.SGS.pdf

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Long Range Update (2025.01.15)SGS.pdf

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.

13. COMMISSIONERS

14. INFORMATIONAL

14.A *Board payables from January 23, 2025, through February 3, 2025*

15. ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **J.D. Langford, P.E., Assistant County Administrator, County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-051 to establish a public hearing date of March 4, 2025, to discuss and consider closing a portion of a platted cul-de-sac at the end of Hyacinth Avenue.**

STATEMENT OF ISSUE

Attached is Resolution 24-25-051 to set a public hearing date for March 4, 2025, for the Board to discuss and consider vacating that portion of road more particularly described as: A PORTION OF PLATTED RIGHT-OF-WAY, BEING THE CUL-DE-SAC PORTION OF THE EASTERLY TERMINUS OF HYACINTH AVENUE, AS SHOWN ON THE PLAT OF ORANGE BLOSSOM ESTATES, UNIT NO. 7, RECORDED IN PLAT BOOK 6, PAGE 26 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 43, BLOCK 5 AS SHOWN ON SAID PLAT, THENCE S88Â°58â€™16â€W, ALONG THE SOUTH BOUNDARY OF SAID LOT 43, A DISTANCE OF 160.18 FEET TO A POINT ON THE RIGHT-OF-WAY BOUNDARY OF SAID HYACINTH AVENUE AND THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.41 FEET, BEARING S68Â°04â€™41â€W); THENCE SOUTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138Â°09â€™55â€, A DISTANCE OF 120.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEE (CHORD LENGTH OF 20.41 FEET, BEARING N66Â°56â€™03â€ W); THENCE NORTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48Â°11â€™23â€, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE N01Â°01â€™44â€ W, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF HYACINTH AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET (CHORD LENGTH OF 20.41 FEET, BEARING N64Â°52â€™35â€E); THENCE NORTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48Â°11â€™23â€, A DISTANCE OF 21.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.42 FEET, BEARING S70Â°06â€™42â€E); THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138Â°12â€™50â€, A DISTANCE OF 120.61 FEET, RETURNING TO THE POINT OF BEGINNING. Such resolution is a necessary procedure of the Boardâ€™s policy for a road closing in addition to being a statutory requirement.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-051 to set a Public Hearing Date for March 4, 2025, to discuss and consider the request to close a portion of a platted cul-de-sac at the end of Hyacinth Avenue.

FISCAL IMPACT

There is no fiscal impact.

Attachments: VOR Agenda Packet - Hyacinth Ave.pdf

RESOLUTION NO. 24-25-051

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE REQUEST BY DAVID W. AND KIMBERLY D. MCPHERSON TO VACATE A PORTION OF HYACINTH AVENUE, A PLATTED COUNTYROADWAY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR NOTICE OF PUBLIC HEARING TO CONSIDER ROAD VACATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statues, Section 336.09, Highlands County is empowered, among other actions, to vacate, abandon, discontinue and close any existing street, road, highway or other place used for travel, or any portion thereof; and

WHEREAS, the County has received a Petition, attached as **Exhibit "A"**, from David W. and Kimberly D. McPherson, requesting to close a portion of a platted roadway under the control of Highlands County; and

WHEREAS, Florida Statutes, Section 336.09, requires that the County adopt a resolution declaring the time and place that it will hold a public hearing for the purpose of considering the requested roadway closure.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Notice of Public Hearing to Consider Road Vacation. A public hearing shall be held on **Tuesday, March 4, 2025, at 9:00 a.m.**, or as soon thereafter as possible, for the Highlands County Board of County Commissioners to consider the petition to vacate the following:

A PORTION OF PLATTED RIGHT-OF-WAY, BEING THE CUL-DE-SAC PORTION OF THE EASTERLY TERMINUS OF HYACINTH AVENUE, AS SHOWN ON THE PLAT OF ORANGE BLOSSOM ESTATES, UNIT NO. 7, RECORDED IN PLAT BOOK 6, PAGE 26 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 43, BLOCK 5 AS SHOWN ON SAID PLAT, THENCE S88°58’16”W, ALONG THE SOUTH BOUNDARY OF SAID LOT 43, A DISTANCE OF 160.18 FEET TO A POINT ON THE RIGHT-OF-WAY BOUNDARY OF SAID HYACINTH AVENUE AND THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.41 FEET, BEARING S68°04’41”W); THENCE SOUTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138°09’55”, A DISTANCE OF 120.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEE (CHORD LENGTH OF 20.41 FEET, BEARING N66°56’03” W); THENCE NORTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48°11’23”, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE N01°01’44” W, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF HYACINTH AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET (CHORD LENGTH OF 20.41 FEET, BEARING N64°52’35”E); THENCE NORTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48°11’23”, A DISTANCE OF 21.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.42 FEET, BEARING S70°06’42”E); THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138°12’50”, A DISTANCE OF 120.61 FEET, RETURNING TO THE POINT OF BEGINNING.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the request by David W. and Kimberly D. McPherson to close a portion of a platted roadway as described herein, and which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 23rd day of January 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:______________________________
Arlene Tuck, Chairperson

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

EXHIBIT “A”
Request for Roadway Closure

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O ENGINEERING DEPARTMENT
505 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870

FROM: David + Kimberly mcPherson
6309 E Lane
Sebring FL 33875

This is to Petition the Board of County Commissioners to consider vacating a right of way, as shown on the attached map, legal description as follows:

- orange Blossom Est unit 7 PB 6-PG 26
Lot 1 BlK 10
- orange Blossom Est unit 7 PB-6 PG 26
Lot 43 BlK 5

The petition is being requested for the following reason:

To Join two propeRties owned by us, to lateR be fenced in. On a road that is not being used or maintained.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

K mcPherson

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

C-24-35-28-070-0050-0430

https://www.hcpao.org/Search/Parcel/28352407000500430C

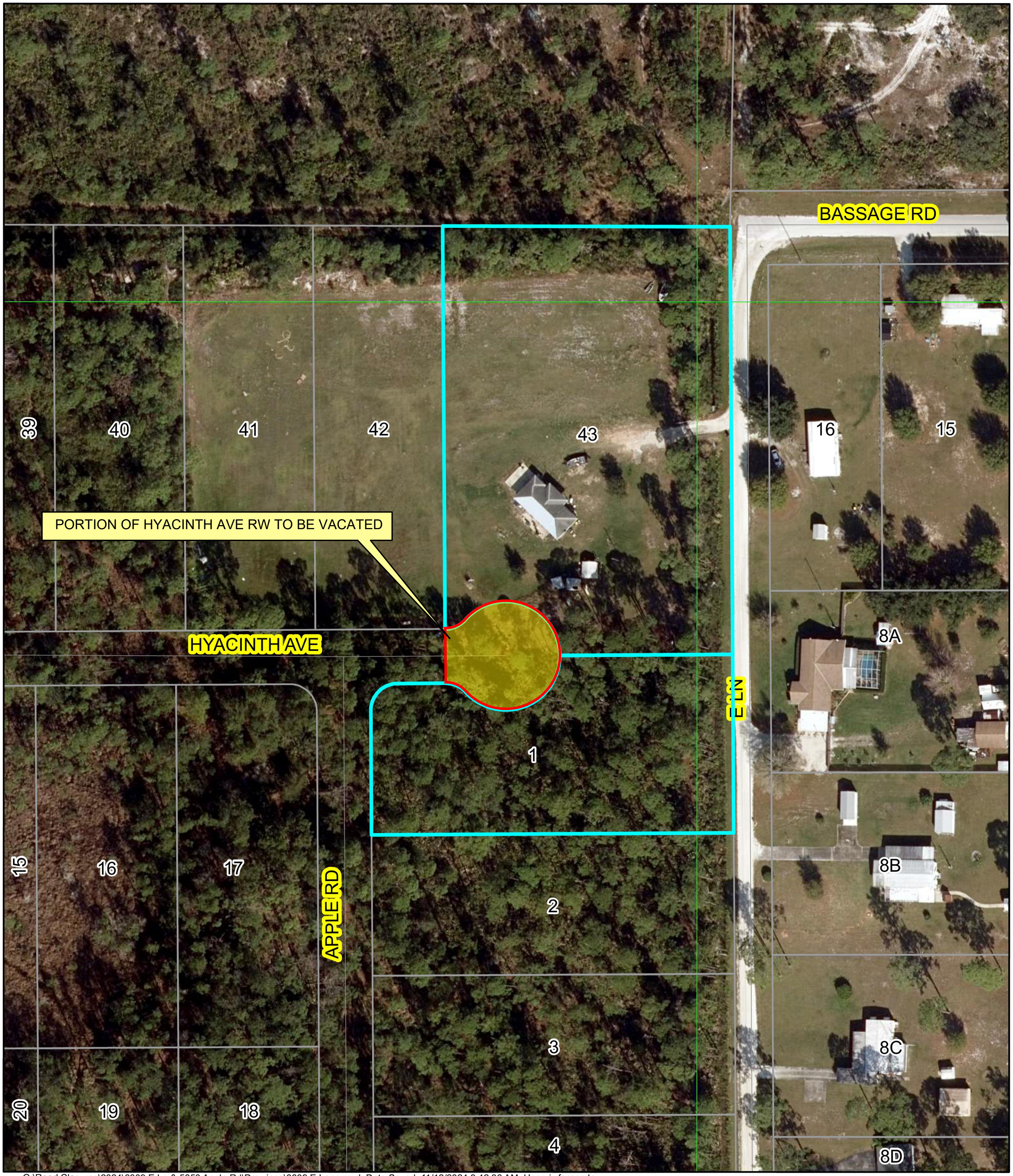
Highlands County Engineering Department

Reference Map
PORTION OF HYACINTH AVENUE RIGHT OF WAY VACATION

Prepared By: Jorge W. Fernandez
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

For Reference Only - Not A Boundary Survey
Map Created: 11/12/2024

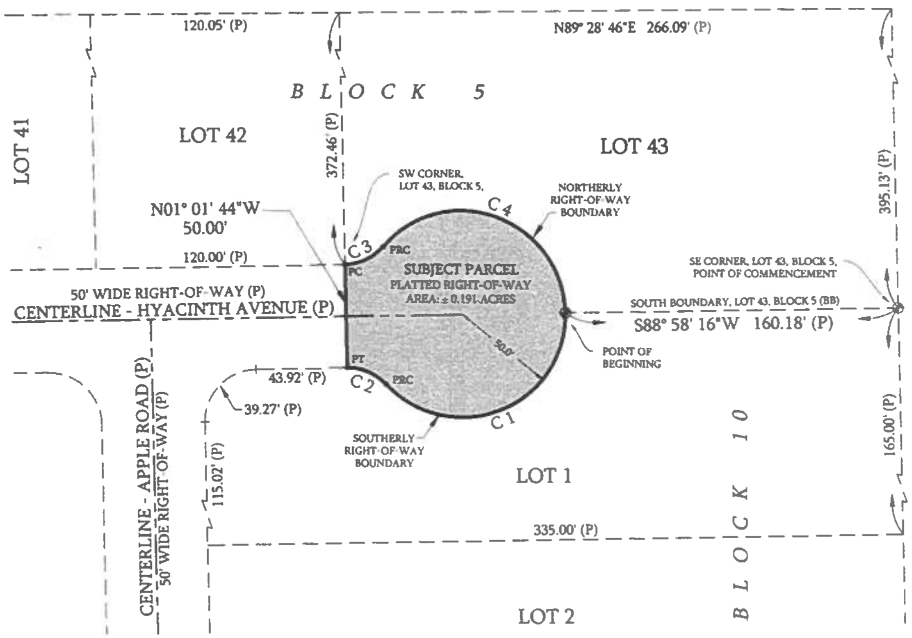
1 inch = 120 feet



DESCRIPTION SKETCH

CUL-DE-SAC PORTION OF HYACINTH AVENUE RIGHT-OF-WAY
ORANGE BLOSSOM ESTATES, UNIT NO. 7,
PLAT BOOK6, PAGE 26
HIGHLANDS COUNTY, FLORIDA

NORTH



CURVE TABLE

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	DELTA
C 1	S68° 04' 41"W	93.41'	120.57'	50.00'	138° 09' 55"
C 2	N66° 56' 03"W	20.41'	21.03'	25.00'	48° 11' 23"
C 3	N64° 52' 35"E	20.41'	21.03'	25.00'	48° 11' 23"
C 4	S70° 06' 42"E	93.42'	120.61'	50.00'	138° 12' 50"

SCALE 1" = 60'

0' 30' 60' 120'

CERTIFICATIONS

CERTIFIED TO AND FOR THE EXCLUSIVE USE OF: (1 OF 1)
1) KIM MCPHERSON

LEGEND

◉	POINT OF BEGINNING/COMMENCEMENT
•	CHANGE IN BOUNDARY DIRECTION
(P)	INFORMATION BASED ON SUBJECT PARCEL PLAT
(BB)	BASIS OF DESCRIPTION BEARINGS
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PC	POINT OF CURVATURE
	DIMENSION BREAK (LINE NOT TO SCALE)

LEGAL DESCRIPTION

A portion of platted right-of-way, being the cul-de-sac portion of the Easterly terminus of Hyacinth Avenue, as shown on the plat of ORANGE BLOSSOM ESTATES, UNIT NO. 7, recorded in Plat Book 6, Page 26 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 43, Block 5 as shown on said plat, thence S88°58'16"W, along the South boundary of said Lot 43, a distance of 160.18 feet to a point on the right-of-way boundary of said Hyacinth Avenue and the Point of Beginning, said point being the beginning of a non-tangent curve, concaved Northwesterly, having a radius of 50.00 feet (chord length of 93.41 feet, bearing S68°04'41"W); thence Southwesterly along said curve and Southerly right-of-way boundary, through a central angle of 138°09'55", a distance of 120.57 feet to the beginning of a reverse curve, concaved Southwesterly, having a radius of 25.00 feet (chord length of 20.41 feet, bearing N66°56'03"W); thence Northwesterly along said curve and Southerly right-of-way boundary, through a central angle of 48°11'23", a distance of 21.03 feet to the point of tangency; thence N01°01'44"W, a distance of 50.00 feet to the Southwest corner of said Lot 43, said point being on the Northerly right-of-way boundary of Hyacinth Avenue and the beginning of a non-tangent curve, concaved Northwesterly, having a radius of 25.00 feet (chord length of 20.41 feet, bearing N64°52'35"E); thence Northeasterly along said curve and Northerly right-of-way boundary, through a central angle of 48°11'23", a distance of 21.03 feet to the beginning of a reverse curve, concaved Southwesterly, having a radius of 50.00 feet (chord length of 93.42 feet, bearing S70°06'42"E); thence Southeasterly along said curve and Northerly right-of-way boundary, through a central angle of 138°12'50", a distance of 120.61 feet, returning to the Point of Beginning.

SURVEYOR'S NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH BOUNDARY OF LOT 43, BLOCK 5 AS DENOTED GRAPHICALLY WITH "(BB)" AND BEING: S88°58'16"W, AS SHOWN ON RECORD PLAT.
3. THE FOLLOWING DOCUMENTS USED IN PREPARATION OF THIS SURVEY WERE OBTAINED FROM THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA:
   -SUBJECT PARCEL PLAT: ORANGE BLOSSOM ESTATES, UNIT NO. 7, PLAT BOOK 6, PAGE 26
   -ADJACENT PARCEL LEGAL DESCRIPTIONS: OFFICIAL RECORDS BOOK 1660, PAGE 1934, AND OFFICIAL RECORDS BOOK 2934, PAGE 1548
4. LEGAL DESCRIPTION SHOWN HEREON WAS GENERATED BY THIS OFFICE, BASED ON INSTRUCTIONS PROVIDED BY CLIENT.

Whisler & Associates, P.A.
- Professional Land Surveyors -

2832 West Rutland Road
Avon Park, Florida
Phone: 863.449.0905
Web: www.WhislerPA.Com
Email: RWhisler4@WhislerPA.com
Florida Licensed Business Number 8138

RALPH H. WHISLER IV · License Number 7031 · STATE OF FLORIDA · Professional Surveyor and Mapper

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

10/15/24
DATE

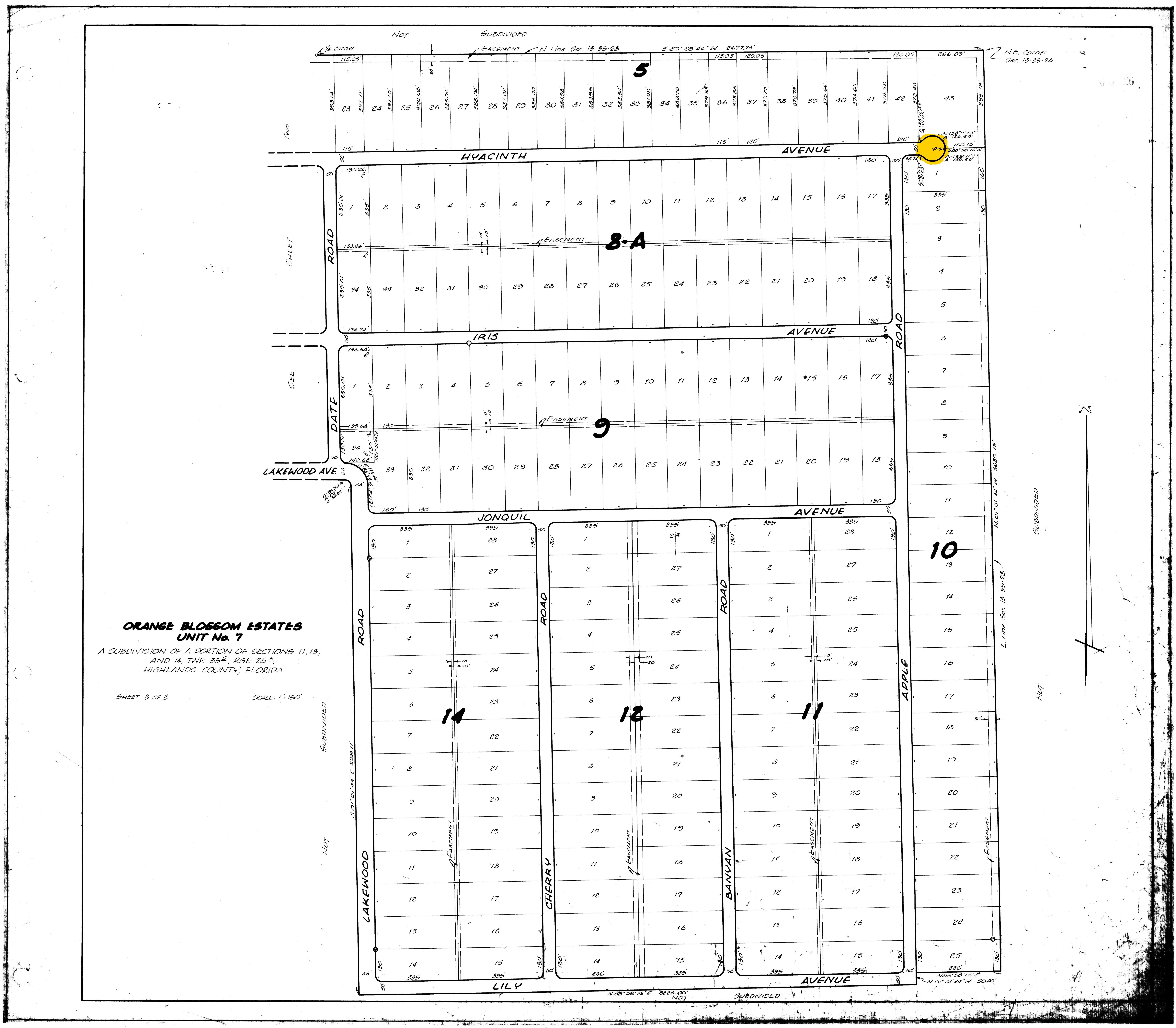
Ralph H. Whisler IV, PSM
Florida Registration Number 7031

PROJECT NUMBER	HI-006-026-06
DESCRIPTION SKETCH COMPLETION DATE	10-14-2024
QA/QC REVIEW	RHW4
DRAFTSPERSON	RHWIII
DATE OF DRAWING	10-14-2024
DRAWING SCALE	1 INCH=60 FEET
SURVEY EDITION	FIRST RELEASE

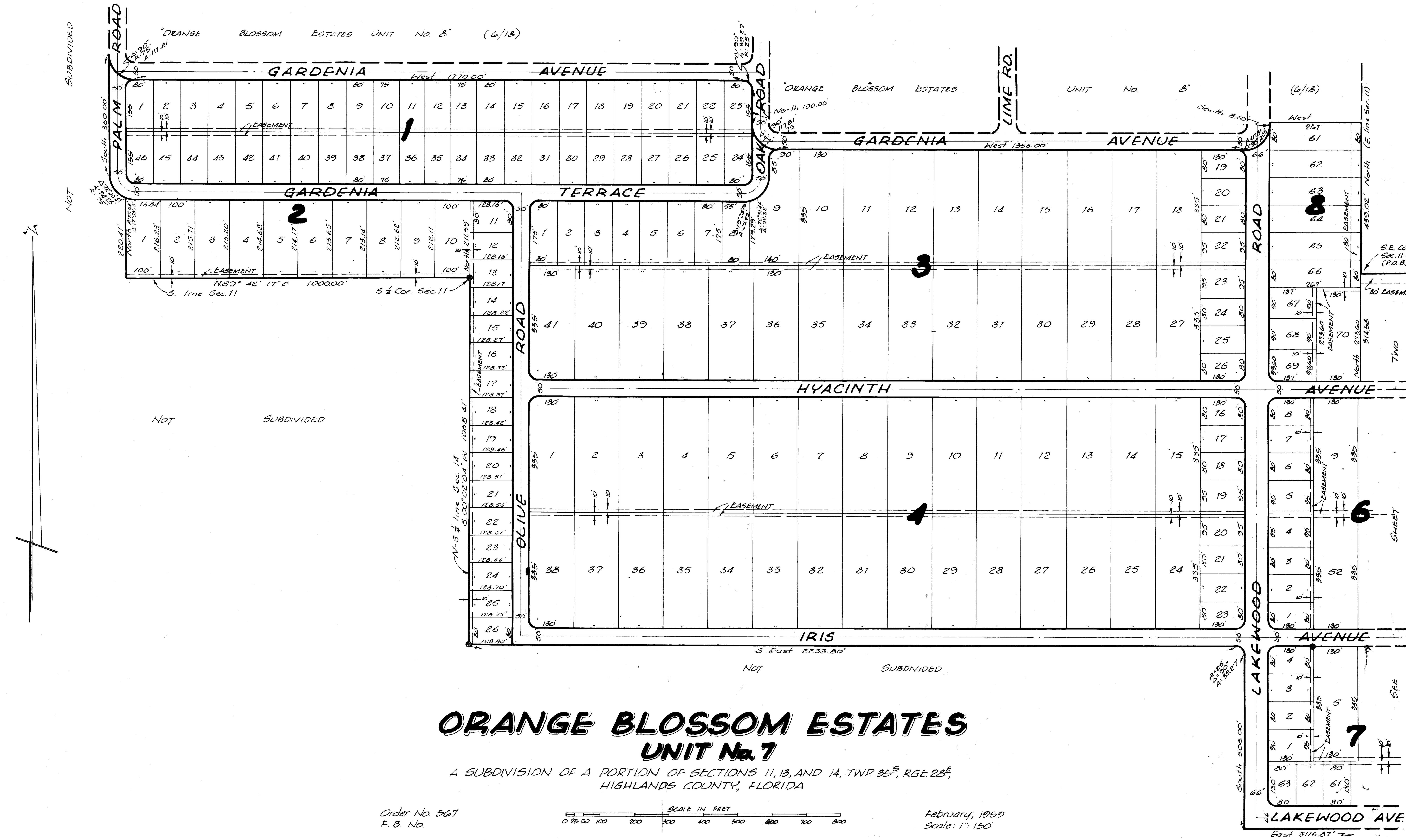
SHEET
1 OF 1

*Vacating of easements
per OR BK 1241 pg 96

Plat Bk 6, Pg 26
Sheet 3 of 3 sheets



Plat Bk. 6, P. 26
Sheet 1 of 3



ORANGE BLOSSOM ESTATES
UNIT No. 7

A SUBDIVISION OF A PORTION OF SECTIONS 11, 13, AND 14, TWP. 35S, RGE. 28E, HIGHLANDS COUNTY, FLORIDA

Order No. 567
F. B. No.

SCALE IN FEET
0 25 50 100 200 300 400 500 600 700 800

February, 1959
Scale: 1" = 150'

HARRY C. SCHWEBKE AND ASSOCIATES OF FLORIDA, INC.
LAND SURVEYORS LAND PLANNERS
LAKE PLACID, FLORIDA

SHEET 1 OF 3

STATE OF FLORIDA
COUNTY OF HIGHLANDS S.S. This is to certify that the Board of County Commissioners of Highlands County, Florida, has officially approved this plat on this 17 day of Feb. A.D. 1959.

Attest: H.T. Piety, H.T. Piety Clerk By: James G. Creel, James G. Creel Chairman

STATE OF FLORIDA
COUNTY OF HIGHLANDS S.S. I, H.T. Piety, Clerk of the Circuit Court of Highlands County, Florida, do hereby certify that I have examined this plat and that it complies in and with the laws of the State of Florida regulating the making of surveys and the filing for record of maps and plats, and have this day filed same for record in Book 6 of Plats at Page 26 of the Public Records of Highlands County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Sebring, Highlands County, Florida, this 25 day of Feb., A.D. 1959.

Signed: H.T. Piety
H.T. Piety
Clerk of the Circuit Court

STATE OF FLORIDA
COUNTY OF HIGHLANDS S.S. I HEREBY CERTIFY: That the attached plat entitled "ORANGE BLOSSOM ESTATES UNIT No. 7" is a true and correct representation of the land as recently surveyed and platted under my direction; Also that the Permanent Reference Monuments have been set as indicated in accordance with Section 7, Chapter 10275 (No. 253) of the laws of the State of Florida.

HARRY C. SCHWEBKE AND ASSOCIATES OF FLORIDA, INC.
By: Alan W. Schwager
Alan W. Schwager
Registered Land Surveyor #1219
State of Florida

NOTE:
See Sheet 2 for Description and Dedication.

DRAWING NUMBER Plat Bk. 6, Pg. 26 Sheet 2 of 3 Sheets

ORANGE BLOSSOM ESTATES UNIT No. 7

A SUBDIVISION OF A PORTION OF SECTIONS 11, 13, AND 14, TWP 35 S. RGE. 28 E. HIGHLANDS COUNTY, FLORIDA

SHEET 2 OF 3 SCALE: 1" = 150'

KNOW ALL MEN BY THESE PRESENTS: That ORANGE HIGHLANDS ESTATES, INC., a Florida corporation, has caused to be made the attached plat entitled "ORANGE BLOSSOM ESTATES UNIT No. 7", the same being a subdivision of a portion of Sections 11, 13, and 14, Township 35 South, Range 28 East, Highlands County, Florida, and more particularly described as follows: Begin at the Southeast Corner of said Section 11; Thence run North along the East line of said Section 11 for a distance of 439.02 to a point; Thence run West for a distance of 267.00 feet to a point; Thence run South for a distance of 8.60 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 75 feet; Thence run Southwesterly along the arc of said curve for a distance of 117.81 feet to the point of tangency; Thence run West for a distance of 1356.00 feet to point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 75 feet; Thence run Northwesterly along the arc of said curve for a distance of 117.81 feet to the point of tangency; Thence run North for a distance of 100.00 feet to the point of curvature of a circular curve to the left, having for its elements a central angle of 90° and a radius of 25 feet; Thence run Northwesterly along the arc of said curve for a distance of 39.27 to the point of tangency; Thence run West for a distance of 1770.00 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 75 feet; Thence run Northwesterly along the arc of said curve for a distance of 117.81 feet to the point of tangency; Thence run South, tangent to the last described curve for a distance of 360.00 feet to the point of curvature of a circular curve to the left, having for its elements a central angle of 72°00'47" and a radius of 75 feet; Thence run Southeasterly along the arc of said curve for a distance of 94.26 feet to a point; Thence run South for a distance of 220.41 feet to a point on the South line of the West 1/2 of said Section 11; Thence run N 89°42'17" E, along the South line of the West 1/2 of said Section 11, for a distance of 1000.00 feet to the South 1/4 corner of said Section 11; Thence run S 0°02'04" W, along the North-South 1/4 Section line of said Section 14, for a distance of 1068.41 feet to a point; Thence run East for a distance of 2233.80 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 25 feet; Thence run Southeasterly along the arc of said curve for a distance of 39.27 feet to the point of tangency; Thence run South for a distance of 506.00 feet to a point; Thence run East for a distance of 3116.87 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 88°58'16" and a radius of 25 feet; Thence run Southeasterly along the arc of said curve for a distance of 38.82 feet to the point of tangency; Thence run S 1°01'44" E for a distance of 2033.17 feet to a point; Thence run N 88°58'16" E for a distance of 2226.00 feet to a point; Thence run N 1°01'44" W, 335 feet West of and parallel to the East line of said Section 13, for a distance of 50 feet to a point; Thence run N 88°58'16" E for a distance of 335.00 feet to a point on the East line of said Section 13; Thence run N 1°01'44" W along the East line of said Section 13 for a distance of 3680.13 feet to the N.E. Corner of said Section 13; Thence run S 89°28'46" W, along the North line of the East 1/2 of said Section 13, for a distance of 2677.76 feet to the North 1/4 Corner of said Section 13; Thence run S 88°19'01" W, along the North line of the West 1/2 of said Section 13, for a distance of 2662.50 feet to the Point of Beginning.

That the streets, as shown on the attached plat, together with all existing and future planting, trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their heirs, successors or assigns, the reversion or reversions thereof whenever discontinued by law.

IN WITNESS WHEREOF, we have hereunto set our hands and corporate seal this 16 day of Feb., A.D. 1959.

ORANGE HIGHLANDS ESTATES, INC.

Attest: Irwin L. Fink Vice Pres. By: Nat Blum Pres.
Irwin L. Fink Nat Blum

STATE OF FLORIDA
COUNTY OF HIGHLANDS S.S. Before me this day personally appeared Nat Blum and Irwin L. Fink, President and Vice President, respectively of ORANGE HIGHLANDS ESTATES, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument as such officers, and who acknowledged that they executed the same freely and voluntarily for the purposes therein mentioned; That they affixed thereto the official seal of said corporation, all by and with the authority of the Board of Directors of said corporation, and that is a free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 16 day of Feb., A.D. 1959.

My Commission expires: July 1, 1959 Margaret J Mitchell
Notary Public, State of Florida at large

NOTE:
See Sheet One for certifications by County Commission, Clerk of the Circuit Court, and Surveyor.

EASEMENT DESCRIPTION: The owners hereby expressly reserve for the County, the City, and the general public, easements along the rear of all lots as shown on the attached plat, for underground and overhead utilities, surface drainage, and for any purpose consistent with good practice for the development of this property, and easements of 10 feet along the side of each lot for surface drainage by swale or underground provision only, but limited if used to one side of any one lot.

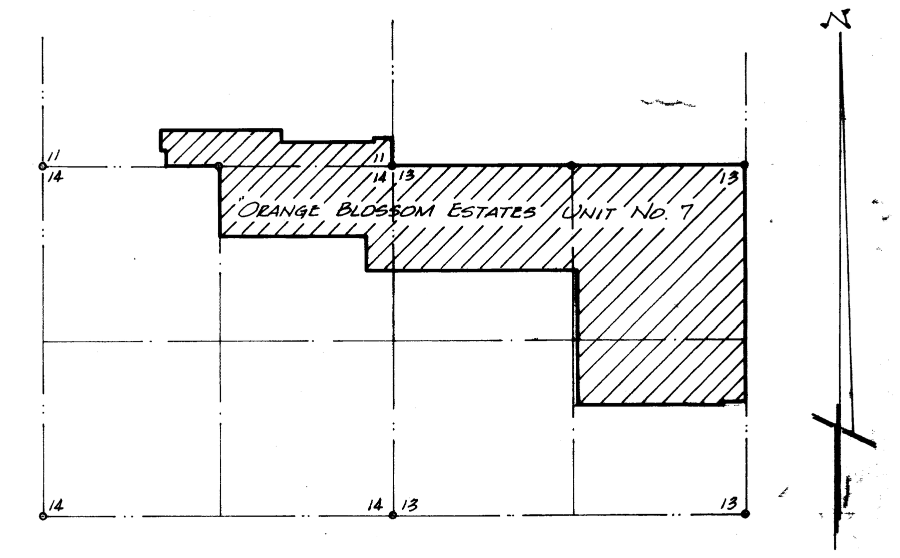
SURVEYORS NOTES:

Dimensions on corner lots are to the intersection of the block lines produced unless otherwise indicated.

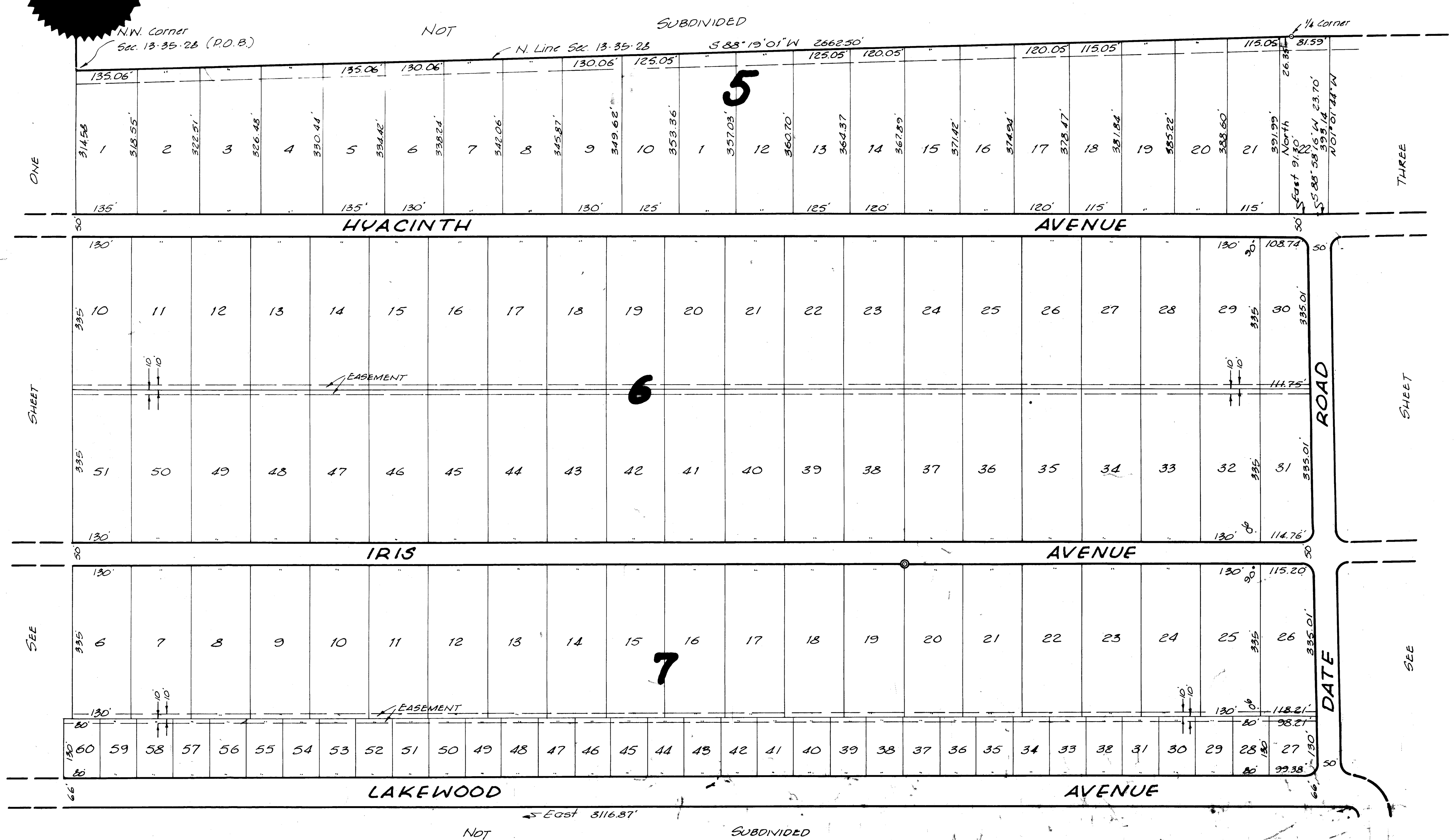
All radii are 25 feet unless otherwise indicated.

● Denotes Permanent Reference Monument.

The bearings shown are based on an assumed meridian.



LOCATION MAP
Scale: 1" = 2000'



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

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

SUBJECT/TITLE: **Request approval of the Agreement with True Omni to design, build, install, and support a total of 3 individual digitally interactive informational kiosks, with one to be placed in each municipality serving as 24/7 visitor information resources.**

STATEMENT OF ISSUE

True Omni is a provider of interactive kiosks and unique digital platforms designed with visitor interaction with a destination in mind. The Tourist Development Council (TDC) identified these kiosks as a solution to the increasing need for 24/7 visitor information resources, especially after-hours and weekends. One of the three kiosks will be placed in each municipality - Avon Park, Lake Placid, and Sebring - and will provide information for the entire county, encouraging visitors to travel amongst all of Highlands County's communities to patron businesses and attend events throughout all of Highlands County. The kiosks will provide a multitude of offerings and information for tourists, such as business directories, event calendars, mapping and wayfinding tools that the user can send to their mobile device, itinerary builders that the user can send to their mobile device, photobooths and gamifications, and more. All information provided on the kiosks will be linked from the TDC's website, VisitSebring.com. The services and product were solicited through the Sole Source process under the County's Purchasing department's policies and purview.

RECOMMENDED ACTION

Move to approve the Agreement with True Omni to design, build, install, and support a total of 3 individual digitally interactive informational kiosks, with one to be placed in each municipality serving as 24/7 visitor information resources.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General). The total contract cost of $65,610.00 for design, creation, installation, and support of the kiosks with True Omni is to come from Fund 152 (Tourist Development Trust).

Attachments: Addendum (2025.01.10) - TRUEOMNI SIGNED 01142025 w.notary.pdf

FIRST ADDENDUM TO AGREEMENT

THIS FIRST ADDENDUM is made and entered into as of the same date as the Agreement between True Omni, 7014 East Camelback Road, Suite B100A, Scottsdale, AZ 85251, hereinafter referred to as "Consultant", and Highlands County, a political subdivision of the State of Florida, 600 S. Commerce Ave., Sebring, FL 33870, hereinafter referred to as the "County" (the "Parties", and each a "Party").

RECITALS

WHEREAS, the Consultant and County entered into a written Agreement dated the same date as this First Addendum (the "Agreement"); and

WHEREAS, the Parties desire to add certain additional terms and conditions to the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and County agree to add the following terms and conditions to the Agreement:

1. INSURANCE

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

1. COMMERICAL AUTOMOBILE LIABILITY (including owned, hired, and non-owned autos): One Million Dollars ($1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.

2. GENERAL LIABILITY (including bodily injury, broad form property damage, property damage resulting from explosion, collapse, or underground exposures, personal injury, and advertising injury): One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00);

4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars ($1,000,000.00);

5. EXCESS COVERAGE: One Million Dollars ($1,000,000.00);

6. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with limits not less than One Million Dollars ($1,000,000.00) per occurrence. The policy

must include Employer's Liability coverage with limits not less than One Million Dollars ($1,000,000.00) each occurrence, $1,000,000.00 each employee, and $500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

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

1. The name of the insured Consultant,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insured,
4. Recognition of the Indemnification requirements of the Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The Consultant shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the Agreement, on all insurance policies required hereunder and provide the County with proof of same.

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

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

F. The Consultant hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The Consultant shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the Consultant and shall deliver evidence of the same to the to the County upon reasonable request.

G. The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

2. APPLICABLE LAW, VENUE, JURY TRIAL.

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

3. PUBLIC RECORDS.

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

B. Pursuant to Florida Statutes, Section 119.0701:

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

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870

TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM

C. Consultant agrees to comply with public records laws, specifically to:

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

4. <u>INDEPENDENT CONTRACTOR.</u>

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

5. **COMPLIANCE WITH ALL LAWS.**

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

6. **INDEMNIFICATION.**

The Consultant agrees to be liable for any and all liabilities, damages, losses, costs, and expenses incurred, by the County, in any way related to the services provided herein and the Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such liabilities, claims, suits, judgments or damages, losses, costs, and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and the Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of the Agreement. The Consultant waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

7. **BINDING EFFECT.**

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

8. **ASSIGNMENT.**

The Agreement shall only be assignable by the Consultant upon the express written consent of the County.

9. SEVERABILITY.

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

10. WAIVER.

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

11. NOTICE.

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

COUNTY:	Highlands County 600 South Commerce Avenue Sebring, Florida 33870 ATTN: Laurie Hurner, County Administrator
Copy to:	Highlands County Office of the County Attorney Attn: Sherry G. Sutphen, Esquire 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
Consultant:	TrueOmni Attn: Douglas Ralston, President 7014 East Camelback Road

Suite B100A
Scottsdale, AZ 85251
dr@trueomni.com

12. MODIFICATION.

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

13. HEADINGS.

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

14. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

15. CONFLICT OF INTEREST.

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

16. PUBLIC ENTITY CRIMES.

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

17. EQUAL OPPORTUNITY EMPLOYER.

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

18. AUDITING, RECORDS, AND INSPECTION.

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

19. SOVEREIGN IMMUNITY.

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

20. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under the Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subcontractors performing Work in accordance with the Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Consultant stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Consultant must keep a copy of said affidavit for the duration of the Agreement. Violation of this section is subject to immediate termination of the Agreement by the County without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

21. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the Consultant certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the Consultant; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The Consultant understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of the Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

22. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the Consultant certifies that it is not an entity that is engaged in “forced labor” and has not been placed on the “forced labor vendor list,” as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The Consultant understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of the Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

23. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The Consultant may only use the County’s name, logo, seal and/or flag with the express written permission of the County and consistent with any County policy related to the same. In addition, the Consultant shall not use the County’s letterhead, or any attempted rendition thereof, for issuing any correspondence related to the Agreement without the express written permission of the County. Consultant is prohibited from publishing or releasing any information related to the services under the Agreement without the prior written permission from the County, except as allowed by law.

24. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any Party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

(***Signatures on Following Page***)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 15th day of January, 2025.

HIGHLANDS COUNTY

____

Arlene Tuck, Chair

ATTEST:

____

Jerome Kaszubowski, Clerk

CONTRACTOR

By: Susan Marotta

Print: _Susan Marotta_

Title: COO, True Omni

STATE OF Texas
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [✓] online notarization of Susan Marotta, as COO of True Omni, who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind True Omni, and who is personally known to me or who produced DRIVER LICENSE as identification, and who did/ did not take an oath this 15th day of January, 2025.

(stamp)
NOTARY PUBLIC STATE OF TEXAS
Monique R. Major
ID NUMBER
13302885-5
COMMISSION EXPIRES
April 12, 2025

Monique R. Major

NOTARY PUBLIC, State of ~~Florida~~ Texas
M.R.M.

Electronically signed and notarized online using the Proof platform.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23rd 2025**

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the December 17, 2024, and January 7th, 2025, Regular Meeting of the Board.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of the minutes from the December 17, 2024, and January 7th, 2025, Regular Meeting of the Board.

FISCAL IMPACT

Attachments: 121724REG.pdf
Attachments: 010725REG.pdf

REGULAR MEETING OF THE BOARD, DECEMBER 17, 2024

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

Commissioner Arlene Tuck
Commissioner Chris Campbell
Commissioner Kevin Roberts
Commissioner Don Elwell
Commissioner Scott Kirouac

Also, present: Laurie Hurner, County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Savannah R. Demeri, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Denise Williams, Veterans Services Officer.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Bryan Grant, Commander, American Legion Post 69.

4. ANNOUNCEMENTS
The Highlands Soil & Water Conservation District (HSWCD) will hold a Regular Meeting at 3:00 p.m., on Tuesday, December 17, 2024, in the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Lake Istokpoga Management Committee will hold a Special Meeting at 9:00 a.m., on Wednesday, December 18, 2024, in Conference Room #1 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will hold a Regular Meeting at 3:30 p.m., on Wednesday, December 18, 2024, in the Engineering Conference Room, 505 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a Regular Meeting at 3:30 p.m., on Thursday, January 2, 2025, at the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:
No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Presentation to Employee of the 3rd Quarter of 2024.
Laurie Hurner, County Administrator, recognized Corey Amundsen, Emergency Management Manager, as Employee of the 3rd Quarter of 2024. ***See SMB 156 Page 1.***

B. Approval of the sunsetting of the Children's Services Council effective December 17, 2024.
Gail Werley, Program Manager, Children’s Advocacy Center, presented this request and presented a video detailing the services provided by the Children’s Services Council. Susie Bishop, on behalf of her mother, Ruth Handley, shared words put together by Mrs. Handley regarding the services provided to children.

Commissioner Roberts made a motion to approve the sunsetting of the Children's Services Council effective December 17, 2024. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 2.***

Commissioner Roberts made a motion to recess the meeting. Commissioner Kirouac seconded the motion.

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

The meeting went into recess at 9:40 a.m. and reconvened at 9:47 a.m.

7. PUBLIC COMMENT

Daniel Hunnewell, Highlands County resident, came before the Board to follow up with concerns regarding business permits. Terry Lameck, representing Daniel Hunnewell, expressed how he would like to meet with staff before January 1st, 2025, to resolve the permitting issue. The County Attorney stated staff has provided Mr. Hunnewell and his attorney with the county's regulation information.

Mike Sorenson, Leisure Lakes resident, requested updates on the Catfish Creek to Lake June Road construction.

George Kenny and Scott Rogers addressed the Board regarding an uninhabitable house located in the River Greens Community. Laurie Hurner, County Administrator, stated staff has gone above and beyond and up to date with everything the county has done. County Veteran Services Officer Denise Williams stated they are working on a process with other non-profit organizations to help the person living in the uninhabitable house mentioned.

8. CONSENT AGENDA

Commissioner Campbell requested item 8D be moved to the Action Agenda for discussion. Commissioner Elwell stated item 8H will be moved to the Action Agenda as well.

Commissioner Elwell moved approval of the Consent Agenda, with the exception of items 8D and 8H, which will be moved to the Action Agenda. Commissioner Campbell seconded the motion.

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

A. **Request approval of a Sport Event Tourist Development Grant for 2024 Citrus Golf Trail Ladies Invitational on December 27 - 31, 2024.** *See Tourist Development Council file.*

B. **Request approval of the agreements with Contractors Enterprises Inc, MilClean USA LLC, Krystal Klean Floors LLC and Highlands County.** *See Parks & Facilities file.*

C. **Request to waive the Landfill Tipping Fees for the Greater Leisure Lakes Civic Association.** *See SMB 156 Page 3.*

D. **~~Request approval of Amendment 1 to the Agreement between Highlands County and IBT Group USA for the design and installation of fiber optic cable~~.** *This item was moved to the action agenda.*

E. **Request approval to donate two (2) County owned surplus properties to Sun 'n Lake of Sebring Improvement District and provide the Chair the authority to execute the.** *See SMB 156 Page 4.*

F. **Request approval of the contract between Highlands County and Henkelman Construction, Inc. for the construction of the EOC Expansion, project #19040 .** *See Henkelman Construction Inc. file.*

G. **Request adoption of Resolution 24-25-042 for Budget Amendment 24-25-024 to reallocate funds for the Comprehensive Alternative Revenue Study.** *See SMB 156 Page 5 & Res. Book 37 Page 45.*

H. ~~**Request adoption of Resolution 24-25-043 for Budget Amendment 24-25-025 to appropriate additional funds and purchase 18 new Lifepaks and Narcan from the Opioid Settlement Funds Project #23053**~~. *This item was moved to the action agenda.*

I. **Request to add a new Interim Construction Inspector/Project Manager position under Engineering.** *See SMB 156 Page 6.*

J. **Request approval of Budget Amendment 24-25-004 to adjust the Clerk of Court's FY 24-25 funding for the increase in 2025 health insurance premiums.** *See SMB 156 Page 7.*

K. **Request approval of Budget Amendment 24-25-027 to adjust the Supervisor of Elections budgeted funding for FY 24/25.** *See SMB 156 Page 8.*

L. **Request approval of the minutes from the June 18, 2024, Budget Workshop, August 20, 2024, Regular Meeting of the Board, September 5, 2024, Regular Meeting of the Board, September 5, 2024, Budget Public Hearing, September 17, 2024, Regular Meeting of the Board, and September 17, 2024 Budget Public Hearing.** *See Clerk of Courts website.*

M. **Request adoption of Resolution 24-25-045 for Budget Amendment 24-25-028 to appropriate Federal grant funds received and additional Fund Balance Brought forward for the Supervisor of Elections.** *See SMB 156 Page 9 & Res. Book 37 Page 46.*

N. **Request approval for the renewal agreement for financial advisory services with PFM Financial Advisors LLC.** *See Public Financial Management file.*

O. **Request approval of Licensed Use Agreement (LUA) extension with FEMA to use conference rooms 2 and 3 of the Bert J Harris Jr. Agricultural Center for the Disaster Recovery Center (DRC).** *See FEMA file.*

9. COMMITTEE ASSIGNMENTS:
None presented.

10. PUBLIC HEARING

A. **Request to Adopt Resolution No. 24-25-028 to Vacate an Existing Drainage Easement between 2501 and 2513 Karen Blvd., Sebring, FL 33870.**

JD Langford, Assistant County Administrator, presented the request. This public hearing was duly noticed, and a proof of publication was provided to the Clerk to become part of the permanent record.

Chairman Tuck opened the floor to the public. Input was not provided.

Commissioner Roberts moved to adopt Resolution No. 24-25-028 to Vacate an existing drainage easement between 2501 and 2513 Karen Blvd. Sebring, FL 33870. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 10 and Res. Book 37 Page 47.***

B. Public Hearing to consider text amendments to the Highlands County Code of Ordinances, Chapter 12, Land Development Regulations; Article 9, Transportation System Standards and Permits, Section 12.09.106, Applicability, Section 12.09.107, Permit Conditions, Section 12.09.114, Required Information, Section 12.09.115, Design and Specifications, and Section 12.09.116, County's Responsibility; and Article 16, Building Code, Division 3, Buildings, Permits, Inspections, and Certificates, and Section 12.16.302, Information Required, specifically related to residential driveways.

JD Langford, Assistant County Administrator, presented this request. This public hearing was duly noticed, and a proof of publication was provided to the Clerk to become part of the permanent record.

Chairman Tuck opened the floor to the public. Input was not provided.

Commissioner Campbell moved to approve and adopt Ordinance 24-25-05, proposed text amendments to the Land Development Regulations. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 20 & SMB 156 Page 11.***

11. ACTION AGENDA

Commissioner Elwell moved to set the Action Agenda with the addition of items 11D and 11E. Commissioner Kirouac seconded the motion.

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

A. Discussion and action related to County Administrator merit increase.

Sherry Sutphen, County Attorney, stated each commissioner has met with the County Administrator and completed her evaluation and today would be to discuss a merit increase.

The Commission each shared whether they were in favor or against a merit increase.

After discussion, Commissioner Elwell moved to approve the annual merit increase of County Administrator in the amount of a 4% increase. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye, except Commissioner Kirouac, who voted nay. The motion carried. ***See SMB 156 Page 12.***

Break: 10:49 a.m. to 10:53 a.m.

B. Request adoption of Resolution 24-25-046 for Budget Amendment 24-25-029 to rollover encumbrances from FY 23/24 into FY 24/25.

David Nitz, OMB Manager, presented this request.

Commissioner Tuck opened the floor to the public. Input was not provided.

Commissioner Campbell moved to approve the adoption of Resolution 24-25-046 for Budget Amendment 24-25-029 to rollover encumbrances from FY 23/24 into FY 24/25. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 13 & Res. Book 37 Page 48.***

C. Request adoption of Resolution 24-25-050 to appropriate Opioid Settlement Funds received from the State of Florida.

Sherry Sutphen, County Attorney, presented the request and detailed the stipulations and needs on this project.

Commissioner Tuck opened the floor to the public. Input was not provided.

Commissioner Elwell moved to approve the adoption of Resolution 24-25-050 to appropriate opioid settlement funds received from the State of Florida. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 14 & Res. Book 37 Page 49.***

D. (Consent Agenda Item 8H) Request adoption of Resolution 24-25-043 for Budget Amendment 24-25-025 to appropriate additional funds and purchase 18 new Lifepaks and Narcan from the Opioid Settlement Funds Project #23053.

Kelly Duppenthaler, Fire Chief, and Dustin Fitch, Deputy Fire Chief, presented this request.

Commissioner Tuck opened the floor to the public. Input was not provided.

Commissioner Roberts moved to adopt Resolution 24-25-043 for Budget Amendment 24-25-025 to appropriate additional funds and purchase 18 new Lifepaks and Narcan from the Opioid Settlement Funds Project #23053. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 15 & Res. Bk 37 Page 50.***

E. (Consent Agenda Item 8E) Request approval of Amendment 1 to the Agreement between Highlands County and IBT Group USA for the design and installation of fiber optic cable.

Sara Murphy, Economic Development Manager, presented this request. Jerome Kaszubowski, Clerk of Courts, thanked the Commission and staff for their help and collaboration in getting this agreement worked out.

Commissioner Tuck opened the floor to the public. Input was received from Roland Bishop.

Commissioner Roberts moved approval of Amendment 1 to the Agreement between Highlands County and IBT Group USA for the design and installation of fiber optic cable. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See IBT Group USA File.***

12. COUNTY ADMINISTRATOR AND LEGAL

A. County Attorney Status Report

Sherry Sutphen, County Attorney, provided updates to a few items listed in the County Attorney Long Range Log. ***See SMB 156 Page 16.***

B. Commissioner's Priorities and the Project Status Report

Laurie Hurner, County Administrator, presented updates to the County's Project Status Report. ***See SMB 156 Page 17***.

13. COMMISSIONERS

Commissioner Roberts shared his family's Christmas tradition and announced the ribbon cutting and open house ceremonies of the Willie Downs Villas and the Tax Collectors Office in Avon Park.

Commissioner Kirouac wished everyone a Merry Christmas and a happy new year, and shared that his family's Christmas tradition is to help families in need through his foundation, Ag Angels.

Commissioner Campbell stated that FEMA is proactively trying to get their information regarding Hurricane Milton and commented on the several events that took place in the county.

Commissioner Elwell wished everyone a Merry Christmas and a happy new year and congratulated the individuals who helped put together the Christmas parades and the Medal of Honor Memorial ceremony.

Commissioner Tuck commented on the Christmas events that took place in the county and shared her family's Christmas tradition.

14. INFORMATIONAL

A. On November 19, 2024, the County approved the State Housing Initiative Partnership (SHIP) Agency Agreement, Mortgage, Promissory Note, Subordinate Agreement, and Land Use Restriction Agreement (LURA) for the Avon Park Apartments development located at 911 West State Street, Avon Park, FL with JIC Avon Park Apartments, LLC, and the legal description attached to and included in the documents was incorrect. The legal description has been corrected in the attached documents. *See SMB 156 Page 8.*

B. Board payables from December 17, 2024, through January 6, 2025. *See Check Reports file.*

15. ADJOURN
Commissioner Kirouac moved to adjourn the Regular Meeting of the Board.

Chairman Tuck called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 12:04 p.m.

REGULAR MEETING OF THE BOARD, JANUARY 7, 2025

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

Commissioner Arlene Tuck **Commissioner Don Elwell**
Commissioner Chris Campbell **Commissioner Scott Kirouac**
Commissioner Kevin Roberts

Also, present: Laurie Hurner, County Administrator; JD Langford, Assistant County Engineer; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Savannah R. Demeri, Deputy Clerk.

2. INVOCATION

The Meeting opened with a prayer led by Chantel Pharis, with the Bountiful Blessings Church of God.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by John Vincent, U.S. Navy, DAV Ridge Chapter 49, accompanied by Paul Hindman, DAV Chaplain.

4. SWEARING-IN CEREMONY OF CONSTITUTIONAL OFFICERS:

A. Swearing-in of a Constitutional Officer by the Honorable Commissioner Kevin Roberts:

1. Tax Collector Eric T. Zwayer

Eric Zwayer, Highlands County Tax Collector, was sworn in by Commissioner Kevin Roberts**. *See SMB 156 Page 20*.**

B. Swearing-in of Constitutional Officers by the Honorable Judge David Langford:

1. **Clerk of Courts - Jerome Kaszubowski**
2. **Supervisor of Elections - Karen Healey**
3. **Property Appraiser - Raymond McIntyre**
4. **Sheriff - Paul Blackman**

The Honorable Judge David Langford swore in the Highlands County Constitutional Officers: Jerome Kaszubowski, Clerk of Courts, Karen Healey, Supervisor of Elections, Raymond McIntyre, Property Appraiser, and Paul Blackman, Highlands County Sheriff. ***See SMB 156 Page 21.***

C. Swearing-in of the Property Appraiser Staff by the Honorable Raymond McIntyre, Highlands County Property Appraiser.

The Honorable Judge David Langford swore in the staff of the Highlands County Property Appraiser.

D. Swearing-in of the Supervisor of Elections Staff by the Honorable Judge David Langford.

The Honorable Judge David Langford swore in the staff of the Highlands County Supervisor of Elections.

Break: 9:22 a.m. to 9:25 a.m.

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

No announcements.

6. ANNOUNCEMENTS

The Construction Licensing, Enforcement and Appeals Board will have a meeting at 7:00 p.m., on Tuesday, January 7, 2025, in the Boardroom, 600 S. Commerce Ave. Sebring, FL.

Highlands County Code Enforcement will have a Special Magistrate Hearing at 1:30 p.m., on Wednesday, January 8, 2025, in the Boardroom, 600 S. Commerce Ave. Sebring, FL.

The Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will have a Public Hearing at 3:00 p.m., on Tuesday, January 14, 2025, in the Boardroom, 600 S. Commerce Ave. Sebring, FL.

The Local Mitigation Strategy Working Group will have a regular meeting at 8:00 a.m., on Wednesday, January 15, 2025, in Room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd. Sebring, FL.

The Historic Preservation Commission will have a regular meeting at 2:30 p.m., on Thursday, January 16, 2025, in the Boardroom, 600 S. Commerce Ave. Sebring, FL.

7. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing January 2025 as Fire Fighters Cancer Awareness month.

Dustin Fitch, Deputy Fire Chief, presented the request. Jason Hernandez, Firefighter/EMT, read the Proclamation into the record.

Commissioner Kirouac moved approval of a Proclamation recognizing January 2025 as Fire Fighters Cancer Awareness Month. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 22 & Res. Book 37 Page 52.***

B. Presentation on the proposed Tri-County Human Services, Inc., Crisis Stabilization Unit (CSU) and Detox.

Dan VanStee, Executive Director of Tri-County Human Services, Inc., gave a brief presentation on the proposed Tri-County Crisis Stabilization Unit and Detox. ***See SMB 156 Page 23.***

8. PUBLIC COMMENT

Mike Borders, Ret. U.S. Army, with the Florida Medal of Honor Memorial, announced that March 25th of each year is the National Medal of Honor Day, and the Memorial will be conducting a Wreath Laying Ceremony at the Florida Medal of Honor Monument.

Bill Stevenson, Highlands County resident, asked questions regarding the proposed Tri-County Crisis Stabilization Unit. Mr. VanStee addressed his concerns.

9. CONSENT AGENDA

Commissioner Roberts moved to approve the Consent Agenda as presented. Commissioner Campbell seconded the motion.

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

A. **Request to proceed with solicitation of outsourced management for the Highlands County Multi-Sport Complex in accordance with policies outlined in the Highlands County Purchasing Policy Manual.** *See SMB 156 Page 24.*

B. **Request to approve the acceptance of maintenance for the Trails End Drainage Easement.** *See SMB 156 Page 25.*

C. **Request approval of Budget Amendment 24-25-033 to transfer funds to the correct cost center for the Sheriff Inmate Transport Vehicle purchase.** *See SMB 156 Page 26.*

D. **Request adoption of Resolution 24- 25-048 for Budget Amendment 24-25-031 to appropriate insurance proceeds for the repairs to EMS606 Ambulance.** *See SMB 156 Page 27 & Res. Bk 37 Page 53.*

E. **Request adoption of Resolution 24-25 -049 for Budget Amendment 24-25-032 to appropriate Fund Balance funds from prior year insurance proceeds to pay invoice for repairs.** *See SMB 156 Page 28 & Res. Bk 37 Page 54.*

F. **Request to accept the Community Planning and Technical Assistance Grant from the Florida Department of Commerce in the amount and request adoption of Resolution 24-25-030 for Budget Amendment 24-25-019 to increase the budget in Project 23076.** *See SMB 156 Page 29, Res. Bk 37 Page 55, & FDOC file.*

G. **Request approval of the minutes from the September 25, 2024, Emergency Meeting, September 30, 2024, Special Public Hearing, October 1, 2024 Regular Meeting, October 7, 2024 Emergency Meeting, October 15, 2024 Regular Meeting, November 7, 2024 Regular Meeting, November 19, 2024 Regular Meeting, November 26, 2024 Special Meeting, and December 3, 2024 Regular Meeting.** *See Clerk of Courts website.*

H. **Request approval to apply for Florida Community Trust (FCT) grant with up to $500,000 in matching funds from Fund 152 -Tourist Development Trust, Cost Center 5309 -Asset Development.** *See SMB 156 Page 30.*

I. **Request approval of the PSAP Amendment to the original Next Gen Agreement for year 1.** *See Sheriff's Office file.*

J. **Request for Approval two (2) Region 6 Next Gen Memorandums of Understanding (MOU's) and an INdigital Agreement for Chair's signature.** *See Sheriff's Office file.*

K. **Request approval of a contract between Highlands County and VisionFirst Advisors to create a 5-year strategic plan for the Office of Economic Development.** *See VisionFirst Advisors file.*

L. **Request acceptance of the Federally Funded Subaward and Grant Agreement for Hurricane Milton DR4834.** *See Emergency Management Grant Agreement file.*

M. **Request adoption of Resolution 24 -25-044 for Budget Amendment 24 -25-026 to set up Project 24030, a grant from the Victim of Crime Act (VOCA) to the Highlands County Children's Advocacy Center.** *See SMB 156 Page 31 & Res. Bk 37 Page 56.*

N. **Request approval of the amended contract from the Florida Network of Children's Advocacy Centers (FNCAC) for VOCA-Bridge the GAP funding for cost reimbursement of CAC and Child Protection Team (CPT) services to child victims and their non-offending caregivers.** *See Children's Advocacy Centers file.*

O. **Request for adoption of Resolution 24- 25-043 for Revised Budget Amendment 24-25-025 to appropriate additional funds and purchase 18 new Lifepaks and Narcan from the Opioid Settlement Funds Project #23053.** *See SMB 156 Page 32 & Res. Bk 37 Page 57.*

P. **Request acceptance of the State of Florida Department of Financial Services Agreement No. FM980.** *See Florida Department of Financial Services file.*

10. COMMITTEE ASSIGNMENTS:
None presented.

11. PUBLIC HEARING

A. **Public hearing to consider approval of Avon Park Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN).**

Dustin Fitch, Deputy Fire Chief, presented the request. This request was duly noticed, and proof of publication was provided to the Clerk to become part of the permanent record.

Commissioner Tuck opened the floor to the public. No input was received.

Commissioner Campbell moved approval of Avon Park Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN). Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See COPCN file & Avon Park Fire Department file.***

12. ACTION AGENDA
Commissioner Elwell moved to approve the Action Agenda as presented. Commissioner Kirouac seconded the motion.

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

A. **Set a date and time for the Ridge to River Conservation Planning Study workshop with North Florida Land Trust in March 2025.**

Laurie Hurner, County Administrator, presented the request to set a date and time for the Ridge to River Conservation Planning Study workshop with North Florida Land Trust in March 2025.

Commissioner Kirouac moved to set the date and time the Ridge to River Conservation Planning Study workshop with North Florida Land Trust on March 20th, 2025, at 2:00p.m. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page* 33.**

13. COUNTY ADMINISTRATOR AND LEGAL

A. **County Attorney Status Report.**

Sherry Sutphen, County Attorney updated the Board with several long-range projects. Ms. Sutphen shared issues regarding employees of the 10th Judicial Court System and stated she will meet with the Nick Sudzina, Court Administrator, to find a resolution. ***See SMB 156 Page 34.***

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

Laurie Hurner, County Administrator, presented updates on the clean-up of current projects as well as announced that Thursday, January 9th was declared a federal holiday surrounding the passing of President Carter. Local government offices will remain open. ***See SMB 156 Page 35.***

14. COMMISSIONERS

Commissioner Campbell wished everyone a good 2025.

Commissioner Elwell inquired if it is possible to ask for a transportation budget increase as it is a statewide shortage. Laurie Hurner, County Administrator, commented that it is possible in the future.

Commissioner Kirouac wished good for everyone this new year.

Commissioner Tuck requested opinions regarding committee liaisons. Commissioner Elwell stated that he would like to see it continue. Commissioner Roberts encouraged that they keep the process the same. Commissioner Kirouac stated that he is content with his current liaison assignments.

15. INFORMATIONAL

A. **Stryker Purchase Order Form for the purchase of 18 new Lifepak 35 Devices and Accessories from the Opioid Settlement Funds Project #23053.** *See SMB 156 Page 36.*

B. **Notification of the issuance of a letter of endorsement concerning the Town of Lake Placid's efforts to secure funding for their proposed new police station at the Town of Lake Placid Government Center.** *See SMB 156 Page 37.*

C. **Board payables from January 7, 2025, through January 22, 2025.** *See Check Reports file.*

16. ADJOURN

Commissioner Roberts moved to adjourn the meeting. Commissioner seconded Elwell the motion.

Commissioner Tuck called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 10:35 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Jonathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-052 approving Amendment 1 to the current contract with The Florida Fish and Wildlife Conservation Commission, Contract FWC21146.**

STATEMENT OF ISSUE

The Florida Fish and Wildlife Conservation Commission will contract with Highlands County to provide aquatic vegetation control services on eligible water bodies within Highlands County. Services will be performed per the included Scope of Work within the contract. Highlands County (Contractor) shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. Throughout the Contract, the Commission's Site Manager will coordinate with the Contractor regarding aquatic plant management on eligible water bodies. Amendment 1 of the current 3-year contract moving forward with the option to renew for an additional 3 years at the discretion of the Commission. Current contract expires March 7, 2025. Amendment 1 will extend and expire March 7, 2028.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-052 approving Amendment 1 to the current contract with The Florida Fish and Wildlife Conservation Commission, Contract FWC21146.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) will be the recognition of grant revenue received annually from the Florida Fish and Wildlife Conservation Commission. For fiscal years 2021/2022, 2022/2023 and 2023/2024 the grant revenue received has been $248,667.34, $252,887.05 and $313,363.47, respectively. An estimated $816,000.00 in Revenue for the additional 3-year amendment.

Attachments: Res._24-25-052_FWC_Contract_21146.Amendment_1.sgs.docx
Attachments: FWC21146 - Highlands County BCC - Renewal - A1 - revised.docx

RESOLUTION NO. 24-25-052

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO GOVERNMENTAL CONTRACT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, CONTRACT NO.: FWC21146; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 28, 2022, the County and Florida Fish and Wildlife Commission (FFWC) entered into an Agreement for the purpose of controlling vegetation in the public water bodies within Highlands County or in a water body that may impact the water bodies within Highlands County; and

WHEREAS, the parties have determined that it is in their mutual best interest and the interest of the public to amend the existing contract to extend the term of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Agreement and Authorization to Execute.** Amendment 1 to the Governmental Contract between FFWC and Highlands County, Contract No. FWC21146, attached hereto as **Exhibit "A,"** is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to Amendment 1 to the Governmental Contract with FFWC, Contract No.

FWC21146, approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 4th day of February, 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairperson

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Amendment 1 to Governmental Contract FFWC
Contract No. FWC21146

AMENDMENT 1

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Contract Number FWC21146

This Amendment to Contract Number FWC21146, referred to as the Original Contract, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Highlands County, 596000655, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter "Contractor," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Original Contract, the parties agree to amend the Original Contract as follows, which amendments shall govern to the exclusion of any provision of the Original Contract to the contrary:

In accordance with the TERM OF THE CONTRACT, Section 3. CONTRACT PERIOD of the Original Agreement, the Original Agreement is hereby renewed for an additional three-year period, changing the end date from March 7, 2025 to March 7, 2028.

SIGNATURES

All provisions of the Original Contract not specifically amended herein shall remain in full force and effect. **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to Contract Number FWC21146 to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County	**Florida Fish and Wildlife Conservation Commission**
Contractor Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Jonathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Request approval of the renewal and amendment to the contract between Highlands County and Edgewood Landscape and Nursery, Inc.**

STATEMENT OF ISSUE

An Invitation to Bid (ITB 23-008) for Edgewood Landscape and Nursery, Inc. was completed for the US Highway 27/Highway Park mowing and right-of-way maintenance. A renewal is needed with an amendment to add additional acreage to the contract. Attached is an amendment with Edgewood Landscape and Nursery, Inc.

RECOMMENDED ACTION

Move to approve the renewal and amendment to the contract between Highlands County and Edgewood Landscape and Nursery, Inc. Move for the Board to approve the County Administrator to execute the renewal Amendments in accordance with the terms noted in this Agreement.

FISCAL IMPACT

The fiscal impact is an approximate increase of $25,000 to Fund 110 (Transportation Trust), cost center 4102 (Road & Bridge Services). This item is already allocated within the adopted FY 2024/2025 budget.

Attachments: Contract Renewal - Edgewood A1.pdf

**AMENDMENT 1 TO THE AGREEMENT
BETWEEN HIGHLANDS COUNTY
AND EDGEWOOD LANDSCAPE AND
NURSERY, INC.**

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Edgewood Landscape and Nursery, INC., 502 N. Central Avenue, Avon Park, Florida 33825, hereinafter referred to as the "CONTRACTOR".**WHEREAS**, on April 18, 2023, the COUNTY entered into the Agreement with the CONTRACTOR related to mowing of right of way services on US Highway 27 from Old SR 8 to S. Main Avenue ("Agreement"); and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County for it to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONTRACTOR is amended as follows:

1. SECTION 2, TERM, is hereby amended to extend retroactively back to April 18, 2024, through and including April 18, 2025.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Agreement, this Amendment 1 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this 5th day of December 2024.

HIGHLANDS COUNTY

____
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _______________________________

Print: Cheryl A. Carter

Title: Contract Service Manager

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Cheryl Carter, as Contract Maint. Lawn Manager, of Edgewood Landscape who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is ~~personally~~ known to me or who produced ______________ as identification, this 5th day of December, 2024.

(stamp)

Kathy Rios
Comm.: HH 165009
Expires: Aug. 15, 2025
Notary Public - State of Florida

Kathy Rios
NOTARY PUBLIC

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request adoption of Amendment 1 to the current agreement, reflecting VisionFirst Advisors Holdings, LLC name change (formerly known as VisionFirst Advisors) and new provisions to the agreement required by Florida statute.**

STATEMENT OF ISSUE

Approve Amendment 1 to the current agreement between Highlands County and VisionFirst Advisors Holdings, LLC (formerly known as VisionFirst Advisors) reflecting name change and new provisions to the agreement required by Florida statute.

RECOMMENDED ACTION

Move to adopt Amendment 1 to the current agreement between Highlands County and VisionFirst Advisors Holdings, LLC (formerly known as VisionFirst Advisors) reflecting name change and new provisions to the agreement required by Florida statute.

FISCAL IMPACT

None

Attachments: Vision First Advisors Amendment #1.pdf

AMENDMENT 1 TO THE AGREEMENT

THIS AMENDMENT 1 is made by and between Highlands County, 600 S. Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and VisionFirst Advisors Holdings, LLC f/k/a VisionFirst Advisors, 3800 Esplanade Way, Suite 195, Tallahassee, Florida 32311 ("CONTRACTOR").

WHEREAS, on October 15, 2024, the COUNTY entered into an Agreement with the CONTRACTOR through its former name, VisionFirst Advisors; and

WHEREAS, new legislation requires that the COUNTY include certain provisions within all of its contracts and the existing Agreement does not include the required provisions;

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to recognize the name change of CONTRACTOR and the required contractual provisions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and CONTRACTOR agree as follows:

1. The Agreement is hereby amended to change the CONTRACTOR's name from VisionFirst Advisors to VisionFirst Advisors Holdings, LLC, with all responsibilities of VisionFirst Advisors being fully assumed by VisionFirst Advisors Holdings, LLC.

2. The Agreement is further amended to add the following provisions:

FOREIGN COUNTRY OF CONCERN.

A. *Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.*

B. *The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.*

FORCED LABOR OR HUMAN TRAFFICKING.

A. *Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor* *vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.*

B. *The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.*

3. All other terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment and any previous Agreements between the parties, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ______ day of ____________________, 2025.

HIGHLANDS COUNTY

____
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk

CONTRACTOR

____
Gray Swoope, President and CEO

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Gray Swoope, as President and CEO, of VisionFirst Advisors Holdings, LLC., who personally swo~~re or affirmed that he/~~she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced ______________________________ as identification, and who did/did not take an oath this 7th day of January, 2025.

(stamp)

Corinn L Fitzgerald
NOTARY PUBLIC, State of Florida

Notary Public State of Florida
Corinn L Fitzgerald
My Commission HH 284228
Expires 7/5/2026

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Robert Diefendorf, Jr., E.I. Assistant to the Critical Infrastructure Director and Jonathan Harrison, Road and Bridge Director**

SUBJECT/TITLE: **Request approval to waive the Landfill Tipping Fees and the approval to donate, deliver and haul away up to 9 loads of clean sand from Road & Bridge for the Highlands County Junior Livestock Show at the Highlands County Fair.**

STATEMENT OF ISSUE

The Highlands County Junior Livestock Committee is requesting that the Board waive the landfill tipping fees for waste collected during the Highlands County Youth Livestock Show at the Highlands County Fair. The fair is scheduled for February 8,2025 to February 15, 2025. The waste will be hauled to the Landfill the week of the event. The Highlands County Junior Livestock Committee's request for waived tipping fees have been approved in the past. The Highlands County Junior Livestock Committee has requested the Board of County Commissioners to donate, deliver and haul away to the Landfill (after the fair is over) up to 9 loads of clean sand to be used during the 2025 Highlands County Fair. There will be no charges associated with the Landfill disposal. A letter from the Highlands County Fair Livestock Committee is included in the agenda back up, as well as a list of historical requests made by the Highlands County Fair Livestock Committee.

RECOMMENDED ACTION

Move to approve waiving of the Landfill tipping fees and the donation, delivery and haul away up to 9 loads of clean sand by Road & Bridge for the Highlands County Junior Livestock committee at the Highlands County Fair.

FISCAL IMPACT

Landfill staff estimates the fair will generate approximately 11 tons of waste at a cost of $45.00 per ton for a total of $495.00. The figures are based upon staff estimate of two (2) roll off bins. In addition, Road and Bridge estimates total cost, including delivery and removal is to approximately $1,900.00, which includes donation of sand, delivery, and cost to haul away after the Highlands Count Fair is completed.

Attachments: Agenda Item Packet - Highlands Junior Livestock 02.25.pdf

HIGHLANDS COUNTY
JUNIOR LIVESTOCK
COMMITTEE
P.O. BOX 1425
SEBRING, FL
33871
highlandsjuniorlivestock@gmail.com

January 2, 2025

Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, FL 33870

RE: Waiver of Landfill Tipping Fees

Dear Honorable Commissioners:

The Highlands County Junior Livestock Show provides the opportunity for approximately 400 Highlands County students to develop work ethic, financial responsibility, sportsmanship and a better knowledge of agricultural production. This year, the following record number of animal exhibits have been registered: 41 heifers, 55 steers, 165 swine, 91 goats, 40 poultry and 28 rabbits. Animals begin arriving at the Highlands County Fair beginning on Friday, February 7, 2025, and depart on Saturday, February 15, 2025.

On behalf of the Highlands County Junior Livestock Committee, I would like to request the landfill tipping fees be waived for the livestock waste generated during the 2025 Junior Livestock Show at the Highlands County Fair.

We appreciate your past support of this program and thank you for your consideration of this year's request.

Respectively Submitted,

Noah A. Handley

HIGHLANDS COUNTY
JUNIOR LIVESTOCK
COMMITTEE
P.O. BOX 1425
SEBRING, FL
33871
highlandsjuniorlivestock@gmail.com

January 2, 2025

Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, FL 33870

RE: Request for Sand

Dear Honorable Commissioners:

The Highlands County Junior Livestock Show provides the opportunity for approximately 400 Highlands County students to develop work ethic, financial responsibility, sportsmanship and a better knowledge of agricultural production. This year, the following record number of animal exhibits have been registered: 41 heifers, 55 steers, 165 swine, 91 goats, 40 poultry and 28 rabbits. Animals begin arriving at the Highlands County Fair beginning on Friday, February 7, 2025, and depart on Saturday, February 15, 2025.

On behalf of the Highlands County Junior Livestock Committee, I would like to request up to nine (9) loads of sand to be provided and delivered to the Highlands County Fairgrounds prior to the 2025 Highlands County Fair and Junior Livestock Show. The sand will be utilized by the youth exhibitors of Highlands County for bedding of their animals throughout the week and for use in the show arena. As in years past, we request the removal of the sand for alternative BOCC purposes at the conclusion of the 2025 Highlands County Fair. The sand for removal will be stockpiled in a central location for ease of BOCC staff removing the material.

We greatly appreciate your past support of this program and your continued support of the youth in our community, and thank you for your consideration of this year's request.

Respectively Submitted,

Noah A. Handley

HIGHLANDS COUNTY LANDFILL
TIPPING FEES WAIVED
Highlands County Junior Livestock Commitee

Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2020						
1631335	2/18/2020	2002	7.29	$ 45.00	$328.05	Board waived fees - Highlands County Junior Livestock Commitee
1631361	2/18/2020	2002	1.05	$ 45.00	$47.25	
			8.34		**$375.30**	
2021						
1667781	2/16/2021	2002	3.27	$ 45.00	$ 147.15	Board waived fees - Highlands County Junior Livestock Commitee
1668548	2/22/2021	2002	6.45	$ 45.00	$ 290.25	
			9.72		**$ 437.40**	
2022						
1705831	2/9/2022	2002	4.92	$ 45.00	$ 221.40	Board waived fees - Highlands County Junior Livestock Commitee
1706419	2/14/2022	2002	6.59	$ 45.00	$ 296.55	
			11.51		**$ 517.95**	
2023						
1748978	2/9/2023	2002	5.9	$45.00	$265.50	Board waived fees - Highlands County Junior Livestock Commitee
			5.9		**$ $265.50**	
2024						
1789537	2/8/2024	2002	7.53	$45.00	$338.85	Board waived fees - Highlands County Junior Livestock Commitee
1789960	2/12/2024	2002	1.77	$45.00	$79.65	
			9.3		$418.50	

PREVIOUS ASSITANCE TO THE FAIR ASSOCIATION

Delivered 2 loads of shell to the Highlands County Fair Association
With a fiscal impact of $625.95 10/15/2013

Delivered 10 loads of fill material to the Highlands County Fair Association
With a fiscal impact of $894.45 12/16/2014

Repair of a washout around a structure at the edge of the parking lot.
With a fiscal impact of $2,293.94 1/20/2015

Delivered 10 loads of fill dirt to the Highlands County Fair Association
With a fiscal impact of $908.30 11/17/2015

Delivered 11 loads of fill dirt to the Highlands County Fair Association Junior
With a fiscal impact of $999.13 11/1/16

Delivered 10 loads of fill dirt to the Highlands County Fair Association. With a fiscal impact of $950.00 1/16/2018

Delivered and hauled away 7 loads of fill dirt to Highlands County Fair Association Junior Livestock with a fiscal impact of $1575.00. 2019

Delivered and hauled away 9 loads of clean sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,600.00. 12/2019

Delivered 3 loads of stabilizer to be used on the vacant lot for parking with a fiscal impact of approximately $600.00. 12/2019

Delivered and hauled away 9 loads of clean sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,400.00. 12/2020

Loaded and hauled away sand used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,599.00. 2/22/2021

Delivered 5 loads of sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $531.00. 1/18/2022

Hauled away sand used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $827.00. 2/22/2022

Delivered and hauled away 9 loads of clean sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,840.85. 02/2023

Delivered and hauled away 9 loads of clean sand to be used for the Highlands County Junior Livestock Committee with a fiscal impact of approximately $1,900.00. 02/2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Tiffany Gunn, Capital Projects Manager**

SUBJECT/TITLE: **Request approval of amendment # 2 to the Professional Services Agreement between Highlands County and Clemons, Rutherford and Associates, LLC. for generator design services.**

STATEMENT OF ISSUE

On Sept 22, 2022, the Board entered into an agreement with Clemons, Rutherford & Associates, Inc. for the Jail Master Plan and Expansion Design Services and amended the same on May 16, 2023, to allow for future amendments to the agreement. During the initial scope of work that included generator assessment study it was determined that generator upgrades are required for the Highlands County jail expansion project. This amendment will include the additional design services and construction documents for the generators.

RECOMMENDED ACTION

Move to approve amendment # 2 to the Professional Services Agreement between Highlands County and Clemons, Rutherford and Associates, LLC. for generator design services.

FISCAL IMPACT

Fiscal impact is $164,190.00 which is currently budgeted in Cost Center 2680F, Account 56200Z, Project # 21064.

Attachments: Signed Amendment 2.Highlands.Clemons Rutherford.Jail Expansion.SGS.pdf

AMENDMENT 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN HIGHLANDS COUNTY AND CLEMONS, RUTHERFORD AND ASSOCIATES, INC.

THIS AMENDMENT 2 is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and CLEMONS, RUTHERFORD AND ASSOCIATES, INC., 2027 Thomasville Road, Tallahassee, Florida 32308, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, on September 9, 2022, the COUNTY entered into the Agreement with the CONSULTANT related to Jail Master Plan and Expansion Design Services pursuant to RFP No.: 22-005, and amended the same on May 16, 2023 (hereinafter collectively referred to as "Agreement"); and

WHEREAS, in accordance with a recent generator needs assessment study, it was determined that generator upgrades were needed as part of the County jail expansion project; and

WHEREAS, the CONSULTANT is the best suited to design and provide the necessary construction documents to upgrade the existing generators as part of the jail expansion project; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens and taxpayers of Highlands County to amend the Agreement to include the additional scope and related compensation for the Jail Expansion design services as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONSULTANT is amended as follows:

1. Article 4.00 – Obligations of the Consultant, Section 4.06, Additional Services, Exhibit "B-1," to the Agreement, is hereby amended to include the services set forth in **Exhibit "B-2**,**"** attached hereto and made a binding part hereof, and said services shall be completed utilizing pre-approved Sub-Consultants, included in Exhibit "C-1" to the Agreement.

2. Article 6.00 – Compensation and Method of Payment, Scope of Services, is hereby amended to include compensation for the Exhibit "B-2," Additional Services, as set forth in **Exhibit "D-3**,**"** attached hereto and made a binding part hereof.

3. Article 8.0 – Time and Schedule of Performance. Section 8.01, Exhibit "E," is amended to include the schedule of work for the Exhibit "B-2" Additional Services as set forth in **Exhibit "E-1**,**"** attached hereto and made a binding part hereof.

4. The following miscellaneous provisions are hereby added to the Agreement:

FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

5. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _________________, 2025.

HIGHLANDS COUNTY

____
Arlene Tuck, Chairman

ATTEST:

____
Jerome Kaszubowski, Clerk

CLEMONS, RUTHERFORD & ASSOCIATES, INC.

By: ___________________________

Print: William D. Rutherford

Title: PRES

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of William D. Rutherford, as President, of Clemons, Rutherford & Associates, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and bind the corporation and who is personally known to me or who produced ______________________ as identification, and who did/did not take an oath this 6th day of January, 2025.

(Stamp)

LEE ANN MULLIS
Commission # HH 208912
Expires March 28, 2026

____
NOTARY PUBLIC, State of Florida

Exhibit "B-2"
Additional Services

General Project Description:

Location: Highlands County Jail, Sebring, FL
Use/Occupancy type: Jail Housing
Size: +/- 15,000 SF +/- 100 Beds (half pod)
Amended Scope: Generator Architectural and Engineering Design per Concept #3 of the Study.
Construction type: New construction
Preliminary estimate for generator Cost of the Work: +/- $1,500,000

Scope of Services:

1. DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS
-Provide all architectural and engineering design and construction documents to replace the existing generators and upgrading the emergency power distribution gear.
-Review of existing as-built plans.
-Site investigation to survey existing conditions, locations, and type of MEP systems.
-Development of as-built condition drawings depicting surveyed conditions as necessary for demolition drawings and connection to existing systems
-Coordination with potential vendor(s) for preliminary selection of equipment to support design modifications.
-Meet with project stakeholders to ascertain project requirements.
-Up to 1 meeting in Sebring, FL and with A/E design and County team for coordination.
-Up to 1 design review meetings in Sebring, FL and 2 virtual meetings with project stakeholders to review deliverables.
-New/upgraded electrical service and coordination with electrical utility provider. Existing utility transformer and poles are anticipated to be re-used. Consolidate existing electrical service conductors to one set of conductors with a common disconnect.
-Provisions for phasing of electrical work and temporary generator(s) and utility feed(s) if needed to minimize outages.
-Demolition of existing generators and associated electrical distribution gear.
-New outdoor normal power distribution main switchboard.
-New outdoor emergency power distribution main switchboard.
-Design two new emergency source diesel generators in the existing equipment yard. Generators are anticipated to be 600 kW and operate in parallel and provide backup power to the entire facility. New automatic transfer switches as required.
-Relocated / extend perimeter fencing around equipment yard.
-Coordinate with architect and general contractor for the expansion of the existing equipment yard and fencing.
-Provide new service grounding electrode(s) and modify existing grounding/bonding in the site as needed.
-Short circuit, overcurrent protection device coordination and arc flash studies on all new electrical gear provided at the existing facility.
-New generators to replace the previously designed stand-alone generator for the new housing pod to be built northeast of the existing facility. New housing pod drawings shall be revised to remove generator and make other related electrical changes.
-Inside electrical gear is excluded from scope.
-It is assumed that civil and geotechnical services are not required.

2. PERMITTING:
Respond to Reviewing Authority comments.

3. CONSTRUCTION PHASE SERVICES:
-Attend the Pre-construction meeting and assist in obtaining and reviewing construction Schedules from the construction contractor.
-Construction phase services to determine, in general, that the work being performed by the Contractor is in accordance with the contract documents.
-Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, these being the sole responsibility of the construction contractor.
-Review of materials associated with design phase scope.
-Electronic shop drawing submittals in PDF format.
-In-office consultation during construction period for work associated with design phase scope.
-Response to contractor RFI's.
-Up to 1 site trip to review construction progress upon request. Site trips will be coordinated with new housing pod construction visits when possible.
-One site trip for substantial completion inspection.
-One site trip for final inspection.
-Review of closeout documents.

Exhibit "D-3"

Fee Schedule for Exhibit "B-2" Additional Services

Compensation for the Design and Administration Services shall be in accordance with the following schedule.

These Add Services as set forth in the following schedule shall be billed monthly as accrued pursuant the Prompt Payment Act as forth in Section 6.01, of the Agreement.

CRA: .... $ 7,660.00
H2 Engineering: $153,780.00
JAE: .... $ 2,750.00
Lump Sum Total: $164,190.00

Exhibit "E-1"

Schedule of Work for Exhibit "B-2" Additional Services

Preliminary Design Schedule:

100% Design Development: .... 4 weeks
Owner Review: .... 2 weeks
Early Release Package: .... 2 weeks
100% Construction Documents: .... 4 weeks
Owner Review: .... 1 week
Design duration including review: .... 13 weeks

Preliminary Construction Schedule:

Equipment Procurement: .... 12 months
Installation: .... 3 months
Construction duration: .... 15 months

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Dustin Fitch, Deputy Chief**

SUBJECT/TITLE: **Request approval of Resolution 24-25-055 for Budget Amendment 24-25-034 to appropriate funds donated from Duke Energy Foundation.**

STATEMENT OF ISSUE

The donation funds will be used to purchase machinery and equipment for the Fire Services. The current SCBA (self-contained breathing apparatus) compressor is consistently requiring repairs and parts are becoming obsolete. The funding will be used to purchase a new SCBA compressor that is needed to refill our SCBA tanks that are used during a fire.

RECOMMENDED ACTION

Move to approve Resolution 24-25-055 for Budget Amendment 24-25-034 to appropriate funds donated from Duke Energy Foundation.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 (Fire Assessment), Cost Center 3217, Account 56400 in the amount of $19,875.00 for the purchase of machinery and equipment to be used by Fire Rescue.

Attachments: 24-25-034 DukeEnergy Donation_Fire Assessments (BA).pdf
Attachments: 24-25-034R DukeEnergy Donation_Fire Assessment (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
January 6, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **12.23.24**   SUBMITTED BY: **R Taylor**

FUND(S): **181**   FUND TITLE(S): **Fire Assessment**   COST CENTER(S) #: **3217**

PROJECT(S) #:   PROJECT TITLE(S):   COST CENTER TITLE(S): **Fire Assessment**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	181		3661000	Contributions and Donations		0.00	19,875.00		19,875.00
E	181	3217	56400	Machinery and Equipment		3,795,126.80	19,875.00		3,815,001.80
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate funds received from DukeEnergy for Fill Station Compressor and Cascade (equipment).**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** 24-25-034   **TRANSFER TYPE:**

_______ Approval
_______ Denial

ACTION:
Board _______ Approved _______ Denied
County Administrator _______ Approved _______ Denied

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

SIGNATURE: _______

DATE: ___/___/___

Signature: _______   Posted by Clerk: _______

Form Revised 08/05/2020

RESOLUTION NO. 24-25-055

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-034 TO THE FIRE ASSESSMENT FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Fire Assessement Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-034 is hereby approved and authorized to appropriate Duke Energy donation awarded for the purchase of Machinery and Equipment for FY24/25. The fiscal impact is an increase in the amount of $19,875.00.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 23rd day of January, 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **J. Kelly Duppenthaler, Fire Chief**

SUBJECT/TITLE: **Request approval of Job Description and Pay Grade change of Division Chief-Fire Marshal and Division Chief-Chief of Training.**

STATEMENT OF ISSUE

The approval of Job Description and Pay Grade change of the Division Chief-Fire Marshal and Division Chief- Chief of Training. This recommendation will properly align the Division Chief's salaries ranges . The recommendation change will also assist in correcting previous errors made in transitioning (promotion) from a 300-series pay grade (56-hourswork week) to a 100 series pay grade (40-hour work week)

RECOMMENDED ACTION

Move to approve Job Description and Pay Grade change of Division Chief-Fire Marshal and Division Chief-Chief of Training.

FISCAL IMPACT

It is not anticipated to impact the current fiscal year budget. Based on new hire employment, this request will increase future budgets $168.33 per year

Attachments: HC manual.pdf
Attachments: Division Chief Chief of Training (1179) 11.03.22.pdf
Attachments: Division Chief Fire Marshal 40 hour (1190) 01.25.2023.pdf

405:2 PAY GRADES

The Board has adopted three (3) pay grades to serve the needs of its employees:

• 100 Series – Includes regular 40-hour employees working eight (8) hour and ten (10) hour shifts. Overtime is earned after 40 hours worked in the seven (7) day work period. This series includes exempt Fire Rescue positions, 40-hour Fire Rescue positions (identified in Policy 406:1 – General Provisions) and OPS positions.

• 200 Series – Fire Rescue single certificated employees (EMS only) working 24 hours on and 48 hours off. Overtime is earned after 40 hours worked in the seven (7) day period.

• 300 Series – Fire Rescue dual certificated employees working 24 hours on and 48 hours off. Overtime is earned after 106 hours worked in the 14-day period.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐

POSITION INFORMATION

Position Type: Admin ☐ Director ☐ Manager ☒ Supervisor ☐ Non-Supervisor ☐

Job Title: Division Chief - Chief of Training	**Division**: Public Safety — **Department:** Fire Rescue — **Cost Center:** 3217/5105 (50/50)
Job Code: TBD	**Pay Grade**: 119 — **Pay Band:** $75,086.52 - $120138.43 — **FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:
EMPLOYEE:	**Special Risk**: Yes ☒ No ☐ — **Overtime**: Yes ☐ No ☒

1. This position reports directly to: Job Title Deputy Chief Job Code 1220 Pay Grade 122
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled technical, administrative, and supervisory position responsible for managing the Training Division under the direct supervision of the Deputy Chief of operations. Also directs, develops and administers various Fire/Rescue service programs to ensure all members of the department meet the Local, State, and Federal requirements of their position. This position also track the training section requirements for ISO. In addition, this position is assigned to the EOC Command Staff during Disasters.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Assists in administration of a single division within the Department.
- Assists in development of Department-wide hiring, budgeting, purchasing, policies, and grant programs.
- Assists in union negotiations including drafting, research, and/or attending bargaining sessions.
- Works in concert with other Staff Officers (career & volunteer) to ensure continuity within the department.
- Coordinates technical advice within the division which assigned.
- Responds to fires and other emergencies in a command or other capacity as required by the Fire Chief.
- Provides command, control, and oversight for the division assigned.
- Maintains a professional and safe work environment through implementation of safety procedures.
- Assist the department in establishing the desired image in the public.
- Consistently follows Board policies and procedures.
- Responds positively and productively to changes within the Department.
- Works positively and productively with all personnel both internally and externally.
- All other duties as assigned by the Public Safety Director.

Knowledge, Skills, and Abilities:

- Knowledge of latest training techniques and principles of instruction for all aspects of the fire service.
- Knowledge of current fire safety codes, laws, rules, and regulations including the fire prevention code.
- Knowledge of principles and practices of fire safety and inspection techniques.
- Knowledge of firefighting techniques, fire ground safety, and emergency medical treatment which are applicable to the position.
- Ability to plan, evaluate, assign, and coordinate activities performed by members.
- Ability to express oneself clearly and concisely, both orally and in writing.
- Ability to perform during high stress situations.
- Ability to prepare reports on fire services activities, policy, and procedural recommendations.
- Skill in managing an essential service with limited program funds, including budget management.
- Ability to be self-directed and capable of independent decision making.
- Ability to maintain a positive and forward-thinking work environment for all members

Physical Skills:

This work requires the occasional exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires sitting and repetitive motions and occasionally requires standing, walking, using hands to finger, handle or feel, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; ability to lift and carry up to 50 lbs., must meet physical and medical requirements for firefighter and hazardous material per N.F.P.A Standards.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☒ Bachelors ☐ Masters ☐ Doctorate ☐

Experience:

Associates degree in a Fire/Rescue related field from a regionally accredited college required (within probationary period) Bachelor's degree preferred. Ten (10) years progressive experience in a managerial capacity. Fire Officer Designation from the Center for Public Safety Excellence preferred. Preference will be given to applicants with ten (15) years or more experience working in a fire related field within a recognized/organized Fire Department. Preference will also be given to applicants who have a proven history in a leadership position.

Licenses, Certifications, or Registrations:

May be required to possess and maintain the following; Florida Certificate of Compliance, Fire Officer 2, Fire Service Inspector I & II, Fire Investigator I, Fire Service Instructor II or III, State of Florida and National Registry Paramedic, 16-Hour Emergency Vehicle Operation (CEVO or EVOC) depending on assignment. State of Florida Hazardous Materials Technician (Operations Level) preferred. Must possess a valid Florida Drivers license. Public Safety Director to set time periods for compliance.

Other job related requirements:

Disaster Essential. Career FIREFIGHTERS in Highlands County will not be able to operate as volunteer FIREFIGHTERS with Highlands County Fire Rescue. A CJIS is required as part of the background check process.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Could be any of the above work schedules

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☒ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐ ______________

POSITION INFORMATION

Position Type: Admin ☐ Director ☐ Manager ☒ Supervisor ☐ Non-Supervisor ☐

Job Title: Division Chief - Fire Marshal	**Division:** Public Safety	**Department:** Fire Rescue	**Cost Center:** 3217/5105 (50/50)
Job Code: 1196	**Pay Grade:** 119	**Pay Band:** $75,086.52 to120,138.43	**FTE:** 1.0
Included/Exempt: Exempt	**Type of Transaction:**		
EMPLOYEE:	**Special Risk:** Yes ☒ No ☐		**Overtime:** Yes ☐ No ☒

1. This position reports directly to: Job Title Deputy Chief Job Code 1220 Pay Grade 122
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled technical, administrative, and supervisory position responsible for managing one of the following Divisions within the Fire Rescue Department. Fire & Life Safety, Fire/EMS Training, Fire/Rescue Operations. Also directs, develops and administers various Fire/Rescue service programs.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Assists in administration of a single division within the department.
- Assists in development of department-wide hiring, budgeting, purchasing, and grant programs.
- Works in concert with other Staff Officers (career & volunteer) to ensure continuity within the department.
- Coordinates technical advice within the division which assigned..
- Responds to fires and other emergencies as required by the Fire Chief.
- Provides command, control, and oversight for the division assigned.
- Maintains a professional and safe work environment through implementation of safety procedures.
- Assist the department in establishing the desired image in the public.
- Consistently follows Board policies and procedures.
- Responds positively and productively to changes within the Department.
- Works positively and productively with all personnel both internally and externally.

Assists in development of department-wide hiring, budgeting, purchasing, policies, and grant programs.
Assists in union negotiations including drafting, research, and/or attending bargaining sessions.
Responds to fires and other emergencies in a command or other capacity as required by the Fire Chief.
All other duties as assigned by the Public Safety Director.

Knowledge, Skills, and Abilities:

- Knowledge of latest training techniques and principles of instruction for all aspects of the fire service.
- Knowledge of current fire safety codes, laws, rules, and regulations including the fire prevention code.
- Knowledge of principles and practices of fire safety and inspection techniques.
- Knowledge of firefighting techniques, fire ground safety, and emergency medical treatment which are applicable to the position.
- Ability to plan, evaluate, assign, and coordinate activities performed by members.
- Ability to express oneself clearly and concisely, both orally and in writing.
- Ability to perform during high stress situations.
- Ability to prepare reports on fire services activities, policy, and procedural recommendations.
- Skill in managing an essential service with limited program funds, including budget management.
- Ability to be self-directed and capable of independent decision making.
- Ability to maintain a positive and forward-thinking work environment for all members

Physical Skills:

This work requires the occasional exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires sitting and repetitive motions and occasionally requires standing, walking, using hands to finger, handle or feel, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; ability to lift and carry up to 50 lbs., must meet physical and medical requirements for firefighter and hazardous material per N.F.P.A Standards.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☒ Bachelors ☐ Masters ☐ Doctorate ☐

Experience:

Associates degree in a Fire/Rescue related field from a regionally accredited college required (within probationary period) Bachelor’s degree preferred. Ten (10) years progressive experience in a managerial capacity. Fire Officer Designation from the Center for Public Safety Excellence preferred. Preference will be given to applicants with ten (15) years or more experience working in a fire related field within a recognized/organized Fire Department. Preference will also be given to applicants who have a proven history in a leadership position.

Licenses, Certifications, or Registrations:

May be required to possess and maintain the following; Florida Certificate of Compliance, Fire Officer 2, Fire Service Inspector I & II, Fire Investigator I, Fire Service Instructor II or III, State of Florida and National Registry Paramedic, 16-Hour Emergency Vehicle Operation (CEVO or EVOC) depending on assignment. State of Florida Hazardous Materials Technician (Operations Level) preferred. Must possess a valid Florida Drivers license. Public Safety Director to set time periods for compliance

Other job related requirements:

Disaster Essential. Career FIREFIGHTERS in Highlands County will not be able to operate as volunteer FIREFIGHTERS with Highlands County Fire Rescue. A CJIS is required as part of the background check process.

Working hours: (A) Daily from to (B) Total h in workweek 40 hours (C) (split shift, rotation, etc.)
Could be any of the above work schedules

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature: Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☒ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 23, 2025**

PRESENTER: **Tanya Cannady, Business Services Director David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Resolution 24-25-056 for Budget Amendment 24-25-035 to appropriate Fund Balance for the Central Square Software Upgrade.**

STATEMENT OF ISSUE

The Central Square Software Upgrade Agreement was approved by the Board on September 17, 2024, in the amount of $1,184,470.00 with an initial budget amendment providing $661,000.00 in funding. While a majority of these funds have been expensed for the purchase of the software upgrade, additional funding is necessary at this time as invoices have been presented for payment of work being performed by the software developers.

RECOMMENDED ACTION

Move to approve Resolution 24-25-056 for Budget Amendment 24-25-035 to appropriate Fund Balance for the Central Square Software Upgrade.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $225,000.00 and will be appropriated in Project 20081 (Central Square Software Update), cost center 2111 (Central Services), account 56810Z (Proj. PC Software Purchase).

Attachments: 24-25-035 Proj 20081 Central Square Software Upgrade Add'l Funding (BA).pdf
Attachments: 24-25-035R Proj 20081 Central Square Software Upgrade Add'l Funding (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
January 15, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **1/8/2025** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2111**

PROJECT(S) #: **20081** PROJECT TITLE(S): **Central Square Software Upgrade** COST CENTER TITLE(S): **Central Services**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100	Fund Balance Brought Forward		6,416,639.61	225,000.00		6,641,639.61
R	005		3999100	Fund Balance Brought Forward		6,641,639.61		225,000.00	6,416,639.61
R	005		3999100Z	Proj Fund Bal Forward	20081	0.00	225,000.00		225,000.00
E	005	2111	56810Z	Proj PC Software Purchase	20081	330,000.00	225,000.00		555,000.00
									0.00
									0.00
									0.00

REASON: **Additional funding is needed for the software purchase/installation invoices that have been received.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **24-25-035** **TRANSFER TYPE:**

________ Approval

________ Denial

ACTION:
Board ________ Approved ________ Denied
County Administrator ________ Approved ________ Denied

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

SIGNATURE: ________________

Signature: ________________ DATE: ____ / ____ / ____ Posted by Clerk: ________________

Form Revised 08/05/2020

RESOLUTION NO. 24-25-056

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-035 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 129.06, (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution amend its budget; and

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General Fund.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. **Legislative Findings and Intent.** Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-035 is hereby approved and authorized to appropriate Fund Balance for additional funding for Project #20081 Central Square Software Upgrade for FY24/25. The fiscal impact is an increase in the amount of $225,000.00.

SECTION 3. **Implementation of Administrative Actions.** The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. **Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. **Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 23rd day of January, 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2024**

PRESENTER: **Leah Sauls, Development Services Director**

SUBJECT/TITLE: **Request to approve amended and restated site dedication of Istokpoga Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of June 27, 2024, per Scope of Work, Item I (Site Dedication).**

STATEMENT OF ISSUE

On March 16, 2021, the Board of County Commissioners approved and executed a site dedication giving notice that additional parking at Istokpoga Park had been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). This was done in accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, and dedicated Istokpoga Park to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date. In finalizing close out documentation for the grant, it was discovered this was done prematurely, and, under FBIP Guidelines, was intended to be completed at the project completion. This Amended and Restated Site Dedication/Notice of Grant Agreement amends and restates, in its entirety, and replaces that certain Site Dedication/Notice of Grant Agreement dated March 16, 2021, and recorded on December 17, 2024, in Official Records Book 3086, Page 1214 of the Public Records of Highlands County, Florida.

RECOMMENDED ACTION

Move to approve amended and restated site dedication of Istokpoga Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of June 27, 2024, per Scope of Work, Item I (Site Dedication).

FISCAL IMPACT

There is no fiscal impact.

Attachments: Attachment F (2025.01.10) (002).pdf
Attachments: OR BOOK 3086 PG 1214.pdf

AMENDED AND RESTATED SITE DEDICATION / NOTICE OF GRANT AGREEMENT

This Amended and Restated Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of June 27, 2024.

This Amended and Restated Site Dedication/Notice of Grant Agreement amends and restates, in its entirety, and replaces that certain Site Dedication/Notice of Grant Agreement dated March 16, 2021, and recorded on December 17, 2024, in Official Records Book 3086, Page 1214 of the Public Records of Highlands County, Florida.

DEDICATOR

______________________________	______________________________
Original signature	Witness
______________________________	______________________________
Printed Name	Printed Name
______________________________	______________________________
Title	Witness
______________________________	______________________________
Date	Printed Name

STATE OF FLORIDA
COUNTY OF ________________________

The foregoing instrument was acknowledged before me this ____ day of _____________________, 20____ by ____, who is personally known to me or who produced ____ as identification.

Stamp:

____
Notary Public, State of Florida

FWC Agreement #: 20126 **ATTACHMENT F**

SITE DEDICATION / NOTICE OF GRANT AGREEMENT

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature

Scott Kirouac
Printed Name

BOARD OF COUNTY COMMISSIONERS SEAL

Chairman, HCBCC
Title

March 16, 2021
Date

Witness

Jill Ann Shields
Printed Name

Witness

Pamela Gamez
Printed Name

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me this 16th day of MARCH, 2021 by Scott Kirouac, Chairman of the HCBCC, who is personally known to me or who produced ____________ as identification.

Stamp:

PAMELA GAMEZ NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires January 11, 2024
No. GG 941666

Notary Public, State of Florida

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: The Highlands County Board of County Commissioners (Grantee) will use grant funds to expand boat trailer parking at Istokpoga Park with ninety-eight (98) additional pull through boat trailer parking spaces. With the occurrence of two popular fishing tournaments held by the Grantee, the turn-out of boaters has been higher than expected and expansions need to be made in order to accommodate boating numbers.

B. Project Benefits: Completion of the proposed project will result in an increase to accessible parking spaces for avid and leisure boaters.

C. Type of Agreement: This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

D. Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30th, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2023.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $36,000.

A. Deliverable 1: The Grantee will, through own staff or contracted services, construct and expand the Istokpoga Park parking area with ninety-eight (98) additional pull through trailer parking spaces.

Deliverable 1 Tasks:
- Install approximately ninety-eight (98) new pull through trailer parking spaces.

Compensation: Total payment for this deliverable will not exceed $36,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide proof of services rendered; invoices; proof of payment; and photographs of the parking lot in construction and once completed.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.

C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement

D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

A. Permit Requirements: The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

B. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

C. Engineering: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA Accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

D. Construction: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

E. Commencement of Work: The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach of the Agreement and may result in termination of the Agreement by the Commission.

F. **Performance Criteria**: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 20-014, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

G. **Certificate of Completion**: Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

H. **Project Close-out Report:** In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.

I. **Site Dedication**: For construction grants, but not for grants which involve only design, engineering, and permitting, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication. a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 6.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the

Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

J. **Acknowledgement**: Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

K. **Directional Signs**: Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. **Project Budget**: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $36,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	$0	$0	$0
	Contracted Services	$0	$0	$0
	Permitting & Project Inspection Fees	$0	$0	$0
	Site Preparation	$0	$0	$0
	Demolition & Removal	$0	$0	$0
1	Construction	$36,000	$228,670	$264,670
	Equipment (Rental or In-Kind Use)	$0	$0	$0
	Contingency Costs	$0	$0	$0
	Other Costs	$0	$0	$0
	Pre-Award Costs	$0	$0	$0
	TOTAL	**$36,000**	**$228,670**	**$264,670**
	PERCENTAGE	**13.60%**	**86.40%**	**100.00%**

B. Cost Share: The Grantee agrees to provide 86.40% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 20-014. The total compensation by the Commission shall be $36,000 or 13.60% of the total cost, whichever is less.

C. Pre-Award Costs: The Highlands County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $264,670. The Commission agrees to reimburse the Grantee for an amount not to exceed $36,000 or 13.60% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $228,670 or 86.40% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**

- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

E. **Forms and Documentation**: After receiving acceptance of deliverable completion from the Commission's grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. **Compliance Monitoring and Corrective Actions**: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment G Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. **Site Inspections**: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager, or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

C. Project Maintenance: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. Project Progress Reports: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

Reporting Period	Report due by:
January through March	April 15th
April through June	July 15th
July through September	October 15th
October through December	January 15th

E. Annual Reports: Following completion of a Construction Project, but not a projects that involves only design, engineering, and permitting , the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. **Fees**: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. **Drug-Free Workplace Requirement for Construction Contractors**: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

C. **Contractor Eligibility**: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

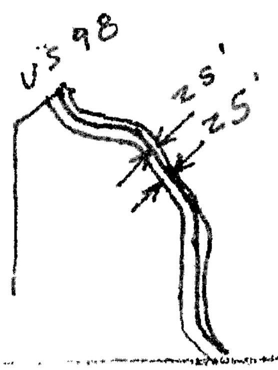
BK 1152 PG 0339

SCHEDULE A

Description of property contained in Warranty Deed from CHARLES R. SMALLEY, unmarried, to BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA dated August 7th, 1991.

PARCEL I

A portion of Section 12, Township 35 South, Range 30 East Highlands County, Florida, lying 25.00 feet left and right of the following described centerline: Commence at the Southwest corner of Section 12; thence run North 00°11'00" East and along the West line of said section a distance of 1573.71 feet to a point on the Southeasterly right of way line of U.S. Highway 98; thence North 55°45'00" East and along said right of way line a distance of 111.40 feet to a point on the arc of a curve concave to the Northeast and for point of beginning; thence in a southeasterly direction and along the arc of said curve to the left (curve having for its elements a radius of 100.00 feet, a central angle of 57°00'00" and a chord bearing of South 62°44'58" East) a distance of 99.48 feet to the Point of Reverse Curvature of a curve concave to the Southwest; thence in a Southeasterly direction and along the arc of said curve to the right (curve having for its elements a radius of 101.27 feet and a central angle of 52°33'23") a distance of 92.89 feet to the Point of Tangency of said curve; thence South 38°41'35" East a distance of 177.84 feet to the Point of Curvature of a curve concave to the Southwest; thence in a Southerly direction and along the arc of said curve to the right (curve having for its elements a radius of 100.00 feet and a central angle of 39°38'[illegible]") a distance of [illegible] feet; thence South 00°57'00" West a distance of [illegible] feet to the Point of Curvature of a curve concave to the Northeast; thence in a Southeasterly direction and along the arc of said curve to the left (curve having for its elements a radius of [illegible] feet and a central angle of 54°44'19") a distance of 95.54 feet to the Point of Tangency of said curve and End of Description.
Containing 1.403 acres.

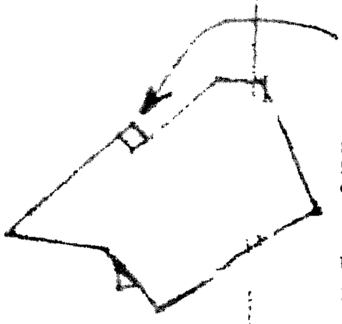


0745121
08/23/91 02:05 PM
EARL RICH
CLERK OF COURTS
HIGHLANDS COUNTY
RECORD VERIFIED
989 JONATHAN HANCOCK
REC BY: JAMES LIPSCOMB

SCHEDULE A

A portion of SPRING LAKE VILLAGE X as per plat recorded in Plat Book 11, page 10 of the Public Records of Highlands County, Florida, being more particularly described as follows: Begin at the corner common to Section 11, 12, 13, and 14, Township 35 South, Range 30 East, thence run North 36°12'54" East a distance of 745.79 feet; thence South 53°47'06" East a distance of 50.00 feet; thence North 36°12'54" East a distance of 644.17 feet; thence North 70°08'05" East a distance of 471.22 feet; thence South 24°59'00" East a distance of 1078.94 feet to a point on the Uplands of Lake Istokpoga; thence South 63°01'00" West and along the Uplands of Lake Istokpoga a distance of 193.69 feet; thence South 61°32'00" West and still along the Uplands of Lake Istokpoga a distance of 732.10 feet; thence North 39°31'26" West a distance of 212.98 feet; thence North 26°00'05" West a distance of 805.21 feet to Point of Beginning. Containing 29.947 acres.

THE GRANTOR RESERVES FOR HIMSELF, HIS HEIRS, SUCCESSORS AND ASSIGNS AN EASEMENT FOR EGRESS AND INGRESS over and upon the following described property:



A portion of Section 12, Township 35 South, Range 30 East, Highlands County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 12; thence run North 36°12'40" East a distance of 695.79 feet for Point of Beginning; thence continue North 36°12'40" East a distance of 50.00 feet; thence South 53°47'20" East a distance of 50.00 feet; thence South 36°12'40" West a distance of 50.00 feet; thence North 53°47'20" West a distance of 50.00 feet to Point of Beginning containing 2500.00 square feet.

Description for deed from L. E. Selph, Jr., a/k/a L.E. Selph, individually and as trustee, to Board of County Commissioners of Highlands County, Florida, a political subdivision of the State of Florida dated August 21, 1991.

This property lies in Spring Lake Improvement District and Spring Lake Drainage District and is subject to rules, regulations and assessments as well as bonds validated under Final Judgment recorded in O. R. Book 434, page 131, O. R. Book 938, page 746 and O.R. Book 999, page 35, O.R. Book 1003, page 735, O.R. Book 1003, page 736 all of the Public Records of Highlands County, Florida. The Decree creating the drainage district is recorded in O. R. Book 382, page 587.

0745122
08/23/91 02:06 PM
EARL RICH
CLERK OF COURTS
HIGHLANDS COUNTY
RECORD VERIFIED
989 JONATHAN HANCOCK
REC BY: JAMES LIPSCOMB

EARL RICH
CLERK OF COURTS
HIGHLANDS COUNTY
RECORD VERIFIED
08/23/91 02:22 PM
JAMES LIPSCOMB 01 0005423? 0060 CAT:CO6
989 JONATHAN HANCOCK
BOOK & PAGE : 1152034?
FIRST ENTRY: 0745122 COMPANY ENTRY
LAST ENTRY : 0745122 COMPANY ENTRY

060	100 D STAMPS		.60	900.00
050	RECFEE 1P			5.00
059	MODERN 1P			1.00
051	1 RECFEE 2+	4.00		4.00
056	1 MODERN 2+	.50		.50

00054237 TOTAL 910.50

BY: DEPUTY CLERK

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request approval of Commissioner appointments to the Value Adjustment Board, Career Source Board, the Coastal & Heartland National Estuary Partnership, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2024.**

STATEMENT OF ISSUE

Commissioners serve as liaisons or voting members on various boards and committees. Most board and committee assignments may be designated by the Board Chair; however, the Value Adjustment Board, Career Source Board, the 10 County Coalition for Lake Okeechobee and the Small County Coalition require a vote of the Board for appointment due to the committee by-laws or State statutes governing those particular boards or committees. The suggested appointments are as follows: Value Adjustment Board (VAB) (two liaisons needed) - Commissioner Scott Kirouac and Commissioner Chris Campbell Career Source Board - Commissioner Kevin Roberts Coastal & Heartland National Estuary Partnership (CHNEP) - Commissioner Scott Kirouac 10 County Coalition for Lake Okeechobee -Commissioner Chris Campbell Small County Coalition (two liaisons needed) - Commissioner Don Elwell and Commissioner Arlene Tuck

RECOMMENDED ACTION

Move to approve the appointments of Commissioner Scott Kirouac and Commissioner Chris Campbell to the Value Adjustment Board, Commissioner Kevin Roberts to the Career Source Board, Commissioner Scott Kirouac to the Coastal & Heartland National Estuary Partnership, Commissioner Chris Campbell to the 10 County Coalition for Lake Okeechobee and Commissioner Don Elwell and Commissioner Arlene Tuck to the Small County Coalition for 2024.

FISCAL IMPACT

No fiscal impact

Attachments: 2024 Committee Liaison.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

COMMITTEE LIAISON APPOINTMENTS

2023-2024

	Committee Name	Meeting Frequency & Info	2023-2024 Liaison(s)
1	Affordable Housing Advisory Committee	Meetings vary, based on availability	Roberts
2	Canvassing Board - 2 Members needed	At the call of Supervisor of Elections	Roberts/Tuck
3	Central FL Regional Planning Council	EOM - 2nd Wed. @ 9:30am Feb-Oct	Elwell
4	Children's Services Council	Monthly - 4th Wed. @ 7:30am	Roberts
5	EDC / IDA	Qtrly - Dec, Mar. Jun, Sept 2nd Wed. @ 7:30 am	Elwell
6	FHERO	Every other mo, 1st Mon @ 2:00 pm	Campbell
7	Extension Advisory Council	TBA	Kirouac
8	Highlands Co. Soil & Water Conservation Dist.	Monthly - 1st Tues @ 3:00 pm	Kirouac
9	Heartland Library Cooperative	Nov 8; Feb 21; May 22, Aug 21 @ 10:30 am	Tuck
10	Historic Preservation Commission	Quarterly - 2nd Thurs. @ 2:30 pm	Roberts
11	Hospital District Board	1st, 2nd, 3rd Qtrs - 4th Thurs & 4th Qtr -3rd Thurs@ 1:30 pm	Roberts
12	Insurance Committee	As Needed - Thursdays @ 10:00 am	Campbell
13	Lake Istokpoga Management Committee	TBA	Elwell
14	Natural Resources Advisory Committee	As needed	Tuck
15	Public Safety Coordinating Council	Quarterly - 4th Tues. @ 7:30 am	Roberts
16	Recreation & Parks Advisory Committee	Quarterly - 3rd Thurs. @ 2:00 pm	Elwell
17	Sebring Airport Authority	Monthly - 3rd Thurs. @ 1:00 pm	Campbell
18	Southwest Florida Water Management District	Monthly Mtngs. - Liaison as needed	Kirouac
19	South Florida Water Management District	Monthly Mtngs. - Liaison as needed	Elwell
20	Sun n' Lakes of Sebring Improvement Dist.	Monthly - 2nd & 4th Fri. @ 9am	Kirouac
21	Tourist Development Council	Last Thurs., Jan,Apr, Aug, Oct @ 8:15 am	Campbell
22	Transportation Disadvantaged	Quarterly - 2nd Wed. @ 1:30pm	Tuck
23	Veterans' Services Advisory Committee	Monthly - 1st Thur. @ 3:30pm	Tuck
24	10-County Coalition for Lake Okeechobee	Quarterly - Last Fri. @ 10am	Campbell
25	CareerSource Heartland Executive Board	Wed., Jan, Apr, Jun, Oct @ 1:30 pm	Roberts
26	Coastal & Heartland National Estuary Partnership (CHNEP)	3 times/yr.	Kirouac
27	Small County Coalition - 2 Members needed	Meet as needed - 4 times / yr.	Elwell/Tuck
28	Value Adjustment Board	Sept. / Oct. @ call of Prop. Appraiser	Kirouac/Campbell

Notes:

1 Denotes Committee normally, but not always, represented by Chair & Vice-Chair, depending on elections.
2 Denotes Committees normally represented by that district / area's representative county commissioner
3 Denotes Committees voted on by the entire board at a regular meeting -- please still indicate preference on these.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Denise Williams, County Veteran Services Officer.**

SUBJECT/TITLE: **Request appointment of Carolyn Morrison representing Member-at-Large (MAL) to a 3-year-term on the Veterans Advisory Board.**

STATEMENT OF ISSUE

Effective Sept 2, 2024, there is one (1) vacancy for the Highlands County Board of County Commissioners Veterans Advisory Board. We respectfully recommend Carolyn Morrison for a 3-year-term, representing the Member-at-Large (MAL) district, If appointed Ms. Morrison will begin February 1, 2025.

RECOMMENDED ACTION

Move to appoint Carolyn Morrison representing Member-at-Large (MAL) to a 3-year-term on the Veterans Advisory Board.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Carolyn Morrison VAB application.pdf
Attachments: 10-03-2024_VAB_Minutes.pdf
Attachments: 12-05-2024_VAB_Minutes.pdf

APPLICATION

(To request appointment to the Veterans Services Advisory Board)

Name: Mrs. Carolyn Morrison
Address: 119 Sunset Pointe Blvd
Lake Placid, FL 33852

Phone: ____________ **Cell Phone:** 540-680-9426

I wish to be appointed to the following board, committee, authority or special activity of the Veterans Services Advisory Board as a: ☒ regular member ☐ alternate ☐ advisory only.

Employment Experience:

Current: Retired
Brief Description: Reserve Army officer 2010-2013
Previous: US Army officer
Brief Description: Regular Army officer 1989-2000

Education / Special Training

High School: Yuba City High School : Yuba City, California
College: United States Military Academy @ West Point
Special training: Airborne, Air Assault

Activities and Interests:

Youth activities
Veteran Activities

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

Highlands County RPAC (advisory)

Important:

The Highlands County Board of County Commissioners has an adopted "Code of Conduct" for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. Part II, Number 10, of the Code of Conduct prohibits *"Being convicted of a felony or first degree misdemeanor as defined by Florida Statutes or any other crime involving moral turpitude."* Have you ever been convicted of a crime that would preclude you from serving on a committee, board or panel? ☐ Yes ☒ No

Date Submitted: Sept 19, 2024 Signature: [signature]

Oct 3, 2024

Application for Membership

Highlands County Veterans Advisory Board
Appointed by the Board of County Commissioners

INSTRUCTIONS:

1. Please read the attached Application form carefully.

2. Complete the Application, using ink or typewriter. Print legibly.

3. Attach a detailed resume to the Application. Details to be included are: the length of time in Service; career/job history; volunteer experience.

4. Attach a copy of discharge papers (DD-214) to the Application.

5. Provide on Application the name(s) of the Veteran Services Organization(s) to which you are associated.

6. Return ALL DOCUMENTS and APPLICATION to the Veteran Services Office, located at 7209 South George Boulevard, Sebring, Florida 33875-5847.

7. Contact the VSO Administrative Assistant if you have further questions, 402-6623.

The Highlands County Veterans Services Advisory Board members are nominated by the current Advisory Board members and submitted to the Board of County Commissioners for consideration and appointment. The Veteran Advisory Board was established as a veteran community based support group, organized to promote, advocate, and support veteran community-wide decision making agendas and to improve communication within our veteran community.

The Veterans Services Advisory Board consists of seven (7) voting board members, all related to the veteran community. Non-voting members include the Veteran Services Office Administrative Assistant as acting secretary; the County Veteran Service Officer, the Assistant County Veteran Services Officer, Highlands County Administrator, Assistant County Administrator, and Commissioner Veteran Liaison. The public is welcome to attend meetings, which are scheduled for the First Thursday of each month, 3:30 p.m., in the Conference Room of the Veteran Services Office. Following Florida's Sunshine Law, these meeting are announced and posted at the County Offices.

All appointed Advisory Board members are expected to follow the code of conduct and the rules and procedures of County Employees.

Highlands County
Veterans Advisory Board
Veteran Services Office
7209 South George Boulevard
Sebring, Florida 33875-5847

Veterans Advisory Board Minutes: Oct 3, 2024

Call to Order: 3:30 p.m. Jim Van Dyke

Invocation: CVSO Denise Williams

Pledge of Allegiance: AVSO Michelle Rigterink

Sunshine Law: AVSO Michelle Rigterink

Roll Call: AVSO Michelle Rigterink

Approval of Minutes:

Charlie Martin made a motion to approve the minutes from the August 20, 2024, meeting, 2nd from Bill Moroney, all in favor.

Members present:
Bill Moroney, Robert Brooks, John Vincent, Jim Van Dyke, Charlie Martin, Ronald Brayley

Guest present:
Raymond "Boz" Bossert
Carolyn Morrison

Non-voting members:
CVSO Denise Williams
Ingra Gardner –Community Programs Director
Michelle Rigterink – AVSO (Assistant Veteran Service Officer)

Approval of Minutes:
Charlie Martin made a motion to approve the Aug 20, 2024, minutes, Bill Morney with a second, all in favor.

Old Business:
1. Place of Peace Gazebo update from CVSO Williams: CVSO Williams will meet with Ryan Hartwig on Oct 15, 2024, to discuss a set of plans that Mr. Hartig has developed. Program Director Gardner asked whether the VAB would be requesting funding for the project from the county. The VAB is going to explore grants and possibly donations. Currently there isn't a set budget for the project.
2. Medal of Honor Update: CVSO Williams: The official opening of the Medal of Honor Museum will be on December 12th at 10:00 a.m. The keynote speaker will be Robert "Bob" Ingram, the only living medal of honor recipient in the state of Florida.
3. Veterans Day Activities: John Vincent: Veterans Day activities will include a DAV sponsored golf tournament at Sun n Lake golf course, a clay shoot sponsored by GFWC Lake Placid and Woman's club and GFWC Lake Placid Junior Woman's Club, a parade and an conclude with a classic car show at Fireman's field on Veterans Day following the parade. There will be plenty of food (3 food trucks), fun and entertainment for all.

New Business:

1. Welcome new members: John Vincent and Ron Brayley were introduced by Jim Van Dyke and both new members provided a summary of their military experiences and what they are doing now for Veterans in Highlands County. Mr. John Vincent and Mr. Brayley have partnered with Bay Pines and have sharply increased transportation support to and from medical appointments for veterans within the county.
2. Raymond “Boz” Bossert and Carolyn Morrison were introduced to the board, and each provided a summary of their military and civilian experiences.
3. CVSO Williams reminded the board that a Chairman and Vice Chairman would need to be nominated.
4. After a moment John Vincent made a motion to nominate Ron Brayley for the role of Chairman. Robert Moroney with a second, all in favor. Next, Ron Brayley made a motion to nominate John Vincent as Vice Chair, a second from Robert Moroney, all in favor.
5. Update on the Sebring Clinic: CVSO Williams was given a completion date of May 2025.
6. CVSO talked a little bit about the upcoming FDVA/CVSOA conference. All four VSOs will be in attendance. The VSO will be closed October 7 – October 11, 2024.
7. The candidates for the VAB “at-large” position were excused from the meeting and the members discussed the candidates. A motion was made to nominate Carolyn Morrison for the “at-large “vacancy on the VAB to fill the Sebring vacancy.
8. Reminder about the Veterans Appreciation Luncheon on October 15, 2024, at the Lake Placid American Legion Post 25.

Any further business:

1. Mr. Vincent asked about the By- laws and CVSO Williams said she would put a packet together with the By-laws and ensure the new members would receive a packet.

Adjourn:

The meeting was adjourned at approximately 4:15 p.m.

The next meeting will be Thursday, November 7th, at 3:30 p.m. at the Veteran Services Office Conference Room.

Highlands County
Veterans Advisory Board
Veteran Services Office
7209 South George Boulevard
Sebring, Florida 33875 -5847

Veterans Advisory Board Meeting Minutes: December 5, 2024

Call to Order:
Chairman Ron Braley called the meeting to order at 3:30 p.m.
The Invocation provided by CVSO Denise Williams
The Pledge of Allegiance led by Chairman Ron Braley
Sunshine Law read by AVSO Michelle Masters
Roll Call led by AVSO Masters

Members Present:
Bill Moroney, John Vincent, Jim Van Dyke, Charlie Martin, Ron Braley

Members Absent:
Robert Brooks

Non-Voting Members Present:
CVSO Denise Williams
AVSO Michelle Masters

Guest Present:
Coral Lee Benka, Director of Finance for Sun N' Lake Improvement District
Nick Sawyer, Director of Operations for Sun N' Lake Improvement District

Approval of Minutes:
John Vincent made a motion to approve the minutes from the October 3, 2024, meeting from Bill Moroney, all in favor

Old Business:

1. Place of Peace Gazebo update from CVSO Williams: CVSO Williams meet with Ryan Hartwig on Oct 15, 2024, and discussed plans for the Place of Peace Gazebo. Mr. Hartwig informed CVSO Williams that the labor would be free, but the materials would have to be paid for. The VAB is going to explore grants and possibly donations as well as bringing this forward to the Board of County Commissioners.
2. Medal of Honor Update: CVSO Williams: The official opening of the Medal of Honor Museum will be on December 12th at 10:00 a.m. The keynote speaker will be Robert "Bob" Ingram, the only living medal of honor recipient in the state of Florida.
3. CBOC Update: The original anticipated date of completion was for the fall of 2025. John Vincent

informed the members that as of now that date may be pushed back. January 8, 2025, the county will be having a meeting about CBOC funding.

4. Transportation update from John Vincent: John Vincent explained how the Disabled American Veterans (DAV) provides rides to veterans in need to and from the VA Clinic and medical appointments approved by VA community care. Mr. Vicent offered some insight on where each vehicle is located and where they are assigned to travel. The three DAV vehicles are currently located at the American Legion in Lake Placid, the Vietnam Veterans Building in North Sebring, and the VA clinic. These three vehicles are assigned to travel to Cape Coral, Bradenton and Bay Pines. The DAV vehicles are only authorized for use for VA authorized medical visits, leaving those in need of transportation to non-VA medical appointments, employment, education, shopping, social activities, and other life-sustaining services without transportation. Mr. Vincent also discussed the issue of wheelchair accessibility and noted that none of the DAV vans are wheelchair accessible, limiting their capability to transport non ambulatory veterans. Chairman Braley informed the board that there has been a donation of a lift and ramp and possible a vehicle.

<u>New Business</u>:

1. CVSO Willaims discussed meeting minutes being approved so that the new member can be voted in by the Board of County Commissioners
2. VSO Outreach: CVSO Williams provided a look at what the VSO had done in the month of November. CVSO Williams informed members that the VSO staff has been very busy in the month of November and although short-staffed, the team still managed to engage in 10 public outreach events including Thanksgiving reaching over 332 veterans. The 2024 Christmas outreach was also discussed and is set to occur on December 20, 2024, from 1:00 pm to 2:00 pm
3. Charlie Martin addressed the Wreath Across America event that will be held in Avon Park on December 14, 2024, at 12:00 P.M. So far there has been 747 wreaths sponsored.
4. Guest Coral Lee Benka and Nick Sawyer from Sun N' Lake Improvement District introduced themselves and announced that the replica of the Vietnam Memorial (The Wall That Heals) will be brought to Sun N' Lakes in March for a 5-day event. They will be needing volunteers for setup and breakdown of the event and will be asking different veteran organizations to participate.

<u>Any Further Business:</u>

1. Mr. Vincent asked about the By- laws and CVSO Williams said she would put a packet together with the By-laws and ensure all members receive a packet.
2. Mr. Vicent is looking to work with more veteran organizations and with the Board of County Commissioners to make changes withing the veteran community.

<u>Adjournment:</u>

Motion made to adjourn the meeting at 4:10 pm by Mr. Martin seconded by Mr. Moroney.

<u>Next meeting scheduled Thursday, January 2, 2024, at 3:30 pm</u>

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 23, 2025**

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **a) Request approval of the Assignment and Acceptance Agreement between Waste Connections of Florida, Florida Waste Solutions, LLC., and Highlands County.**

b) Request approval of Second Amendment to Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility.

STATEMENT OF ISSUE

On May 21, 2024, the County approved the Acknowledgment of Assignment with Waste Connections of Florida, Inc., and Mammoth Enviro, LLC, related to an asset sale which was to include the Countyâ€™s Solid Waste Franchise Agreement. The Acknowledgment of Assignment contemplated that the parties would negotiate an acceptance of assignment and a Second Amendment to the Countyâ€™s Solid Waste Franchise Agreement under mutually agreeable terms. Negotiations with Mammoth Enviro, LLC, were unsuccessful and certain of the principals of Mammoth decided to separate from the company and reorganize as Florida Waste Solutions LLC. On January 10, 2025, Florida Waste Solutions entered into an Asset Purchase Agreement with Waste Connections which includes the Countyâ€™s Franchise Agreement. The County negotiated an acceptance of assignment which will be effective upon closing so long as the Asset Purchase Agreement closes on or before January 31, 2025. The County was also able to negotiate a Second Amendment to its Solid Waste Franchise Agreement with Florida Waste Solutions which will also go into effect once the Asset Purchase Agreement closes.

RECOMMENDED ACTION

Move to approve the Assignment and Acceptance Agreement between Waste Connections of Florida, Florida Waste Solutions, LLC., and Highlands County.

Move to approve the Second Amendment to Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility

FISCAL IMPACT

There is no fiscal impact. Florida Waste Solutions, LLC. will provide services to the County for the same cost provided by Waste Connections pursuant to the Solid Waste Franchise Agreement.

Attachments: Assignment and Acceptance.FWS.1.7.25.final.SGS.pdf
Attachments: Second Amendment to Franchise Contract.final.1.7.25.SGS.pdf

ASSIGNMENT AND ACCEPTANCE AGREEMENT

Assignment and Acceptance Agreement is made by and between Waste Connections of Florida, Inc. (f/k/a Progressive Waste Solutions of FL, Inc.), a Delaware corporation, ("Waste Connections or Assignor"), Florida Waste Solutions LLC ("FWS or Assignee") and Highlands County, Florida, a political subdivision of the State of Florida ("County").

R E C I T A L S

WHEREAS, on June 15, 2016, the County approved the Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility with Assignor ("Original Agreement"), and thereafter, on August 18, 2021, approved the First Amendment to Franchise Contract for Solid Waste and Recyclable Materials ("First Amendment") (the Original Agreement and First Amendment collectively referred to as the "Franchise Agreement"); and

WHEREAS, in 2024, Waste Connections approached the County and indicated its desire to assign the Franchise Agreement to a third party company; and

WHEREAS, on May 21, 2024, the County approved the Acknowledgment of Assignment which contemplated that the parties would negotiate an acceptance of assignment under mutually agreeable terms; and

WHEREAS, when negotiations with the original third-party company failed to reach agreeable terms, certain of the officers of the third-party company decided to separate and reorganize as FWS, and entered into an Asset Purchase Agreement with Waste Connections on January 20, 2025 ("Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement includes the Franchise Agreement and the County has determined that it is in the best interest of the citizens of Highlands County to enter into this Assignment and Acceptance Agreement with FWS.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment

Subject to the terms and conditions set forth herein and in the Franchise Agreement, the Asset Purchase Agreement between Waste Connections and FWS is set to close on January 31, 2025 ("Closing"). At Closing Assignor will sell and assign to the Assignee, and the Assignee will purchase and assume from the Assignor, (i) all right, title and interest of the Assignor in and to the Franchise Agreement, and (ii) all obligations of the Assignor under the Franchise Agreement with respect to the Assigned Commitment.

2. Representations and Warranties

Each of the Assignor and the Assignee represents and warrants to the County that (i) it has full power and legal right to execute and deliver this Assignment and Acceptance Agreement; (ii) the execution, delivery and performance of the Sale of the Franchise Agreement has been authorized by all action, corporate or otherwise, and does not violate any provisions of its organizational documents or any contractual obligations or requirement of law binding on it; and (iii) the sale of the Franchise Agreement by Waste Connections to FWS constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

3. Effect of Assignment.

On the date of the Closing, (i) FWS, shall become the Contractor as defined by the Franchise Agreement, with all the rights and obligations of the Contractor under the Franchise Agreement, and (ii) Waste Connections, to the extent of the assignment provided for herein, shall be released from its obligations under the Franchise Agreement; however, the Indemnification requirements set forth in the Franchise Agreement shall survive the Closing and Waste Connections shall fully indemnify and defend the County against any and all claims, demands, losses, liabilities, causes of action, or the like, stemming from or in any way related to the actions or inactions of Waste Connections pursuant to the Franchise Agreement through and including the effective date of the Closing. This provision is not intended to reduce or in any way alter the terms of Indemnification provision of the Franchise Agreement and is strictly for the purpose of acknowledging the agreement of Waste Connections and the County related to indemnity. On the date even herewith, FWS and the County have entered into a Second Amendment to the Franchise Agreement and on the date of the Closing the Second Amendment shall become part of the Franchise Agreement. In the event, the Closing does not occur by January 31, 2025, this Assignment and Acceptance Agreement shall be null and void, the Second Amendment shall be null and void, neither document shall have any force and/or effect and Waste Connections and the County shall remain bound to and benefitted by the Franchise Agreement.

4. Notices

All notices, requests and demands to a party in connection with this Assignment and Acceptance Agreement are to be sent or delivered to the address set forth adjacent to its name on the signature page(s) hereof.

5. Miscellaneous

(a) Section headings have been inserted herein for convenience only and shall not be construed to be a part hereof.

(b) This Assignment and Acceptance Agreement embodies the entire agreement and understanding between the Assignor, the Assignee and the County with respect to the subject matter hereof and supersedes all other prior arrangements and understandings between the Assignor and the Assignee with respect to the subject matter hereof.

(c) Every provision of this Assignment and Acceptance Agreement is intended to be severable, and if any term or provision hereof shall be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby, and any invalidity, illegality or unenforceability in any jurisdiction shall not affect the validity, legality or enforceability of any such term or provision in any other jurisdiction.

(d) This Assignment and Acceptance Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and permitted assigns, except that no party may assign or transfer any of its rights or obligations hereunder (i) without the prior written consent of the other parties. (e) This Assignment and Acceptance Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of Florida, and venue for any cause of action stemming here from shall lie in the State or Federal Court for Highlands County, Florida.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ of _____________________, 2024.

HIGHLANDS COUNTY

____
Arleen Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk

Waste Connections of Florida, Inc.
Assignor

By: [signature]

Print: Damien Ribar

Title: Division Vice-President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Damien Ribar, as Division Vice-President of Waste Connections of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced FL Driver License as identification, and who did/did not take an oath this 15th day of January, 2025.

(stamp)

TARA WALERI
Notary Public - State of Florida
Commission # HH 225756
My Comm. Expires Feb 7, 2026

[signature]
NOTARY PUBLIC, State of Florida

Florida Waste Solutions LLC
Assignee

By: ______________________________

Print: ______________________________

Title: ______________________________

STATE OF FLORIDA
COUNTY OF ______________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of ______________________________, as______________________ of Florida Waste Solutions LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, who is personally known to me or who produced ____________________________________ as identification, and who did/did not take an oath this _____ day of _______________, 2025.

(stamp)

____
NOTARY PUBLIC, State of Florida

Waste Connections of Florida, Inc.
Assignor

By: ______________________________

Print: ____________________________

Title: ____________________________

STATE OF FLORIDA
COUNTY OF ______________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of __________________________, as ________________ of Waste Connections of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced __________________________________ as identification, and who did/did not take an oath this _____ day of _______________, 2025.

(stamp)

____
NOTARY PUBLIC, State of Florida

Florida Waste Solutions LLC
Assignee

By: [signature]

Print: Shawn McDowell

Title: CEO

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Kendall

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization of Shawn McDowell, as CEO of Florida Waste Solutions LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, who is personally known to me or who produced Drivers License as identification, and who did/did not take an oath this 16th day of January, 2025.

JULIE B. HAGGARD
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
July 22, 2027

(stamp)

[signature] Julie B H
NOTARY PUBLIC, State of ~~Florida~~ Illinois

SECOND AMENDMENT TO FRANCHISE CONTRACT FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION AND CONSTRUCTION, OPERATION, AND TRANSFER OF A RECYCLABLES TRANSFER FACILITY AND AN OPERATIONS FACILITY

THIS SECOND AMENDMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, FL 33870 ("County"), and Florida Waste Solutions LLC, 2949 Aberdeen Drive, Montgomery, IL 60538 ("Contractor"), also known as "Assignee" under that Acceptance of Assignment made by and between Assignee, Waste Connections of Florida, Inc. (f/k/a Progressive Waste Solutions of FL, Inc.) ("Assignor") and Highlands County, dated even with the Effective Date hereof ("Assignment").

WITNESSETH:

WHEREAS, on June 15, 2016, the County approved the Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility with Assignor ("Original Agreement"), and thereafter, on August 18, 2021, approved the First Amendment to Franchise Contract for Solid Waste and Recyclable Materials ("First Amendment") (the Original Agreement and First Amendment collectively referred to as the "Franchise Agreement"); and

WHEREAS, pursuant to the Assignment, the Contractor/Assignee has agreed to assume all responsibilities and obligations of the Assignor under the Franchise Agreement; and

WHEREAS, the County has determined that it is in the best interest of the citizens and taxpayers of Highlands County to once again revise the Franchise Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is amended as follows:

I. RECITALS.

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

II. CONTRACTOR NAME AND REFERENCES

By this Amendment any reference to Contractor under the Franchise Agreement shall mean Florida Waste Solutions LLC. Capitalized terms not defined herein shall have the meaning ascribed to them in the Franchise Agreement.

III. CONSTRUCTION OF FACILITY AND CURBSIDE RESIDENTIAL RECYCLABLE MATERIALS.

Pursuant to the First Amendment to the Franchise Agreement it is the intent of the parties that the requirements of the Contractor to: i) construct an operation facility and ii) collect Recyclable Materials as part of the Curbside Residential Collection Service (including Recycling related Cart requirements sets forth in Attachment B) are removed and shall have no further force or effect. As such, any reference to operations facility construction or Recyclable Materials being included in the definition of or in any way a part of Curbside Residential Collection Service (including the Cart Requirements of Attachment B) is hereby deleted throughout the Franchise Agreement. Any reference to construction of an operation facility or Recyclable Materials as being included in the definition of or in any way a part of Curbside Residential Collection Service, as contained within the various sections of the Franchise Agreement and Attachments thereto, without specifically identifying each such section or Attachment and/or without removing the language from each such section or Attachment by way of this Second Amendment, shall have no further force or effect. The handling of Recyclable Materials shall be in accordance with Section 3.4, of the Franchise Agreement as amended through the First Amendment and this Second Amendment.

IV. RECITALS AMENDED.

The tenth recital in the Original Agreement is hereby deleted in its entirety.

V. DEFINITIONS AMENDED.

SECTION 1, DEFINITIONS, is hereby amended as follows:

A. Add the following language at the end of the first paragraph:

The terms “Agreement”, “Contract” and “Franchise Agreement” are used interchangeably.

B. Add definition of **Bio-Hazardous Waste**. Bio-hazardous waste shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms, including wastes resulting from the operation of any type of clinic, hospitals and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, surgical gloves, and infectious/medical waste.

C. Add definition of **Bulk Waste**. Bulk waste shall mean non-hazardous household items that require additional management due to their bulk or weight and are too large to safely be contained in the supplied residential collection container(s). This definition includes , but is not limited to mattresses, couches, chairs, coffee tables, bed frames, rolled-up carpet, bicycles, and old toilets. **This definition does not include construction and demolition debris, white goods, tires, or individual items that weigh greater than fifty (50) pounds.**

D. Add definition of **Commercial Container**. Commercial Container shall mean and include any detachable receptacle or roll-off box for disposal of Commercial Solid Waste designed or intended for mechanical pickup.

E. Add definition of **Commercial Property**. Commercial Property shall mean all improved property which is used for nonresidential, commercial, governmental, institutional, agricultural, or industrial purposes, a residential housing facility with more than three dwelling units, and residential property classified as commercial pursuant to election under the Code.

F. Add definition of **Commercial Solid Waste**. Commercial Solid Waste shall mean Municipal Solid Waste generated by Commercial Property.

G. Add definition of **Construction and Demolition Debris**. Construction and Demolition Debris shall mean discarded materials generally considered not to be water-soluble and considered nonhazardous in nature including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure. If the demolition project is from a structure where hazardous materials or hazardous waste are or were managed, the debris will be considered hazardous waste and will not be considered Construction and Demolition Debris as defined in this chapter unless tested and the results show otherwise. This definition includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Regulated asbestos-containing materials as defined in 40 CFR § 61.141 are excluded from the Construction and Demolition Debris definition. Gypsum wallboard is excluded from the Construction and Demolition Debris definition. Mixing of Construction and Demolition Debris with other types of waste, including material which is not from the actual construction or destruction of a structure, will cause that waste that is mixed with waste from the actual construction or destruction of a structure to be classified as other than Construction and Demolition Debris, and will be properly classified pertaining to its proper type.

H. Revise **Contractor**. Remove the language “Progressive Waste Solutions of FL, Inc., a Delaware corporation” from the definition of **Contractor** and replace with “Florida Waste Solutions LLC”.

I. Revise **Customer**. Remove the language “Solid Waste and Recyclable Materials” and replace with “Municipal Solid Waste Collection Service or Commercial Solid Waste Collection Service”.

J. Add definition of **Extraordinary Waste**. Extraordinary waste shall mean any waste that requires additional management or extraordinary measures to hazardous automobile parts, P-metric tires (or smaller), furniture items weighing more than fifty (50) pounds each, bicycles, horticultural trash greater than 50 pounds in weight per item or bundle or greater than six feet in length, lawn mowers, white goods (appliances), boxes, and Bulk Waste that exceeds two cubic yards in size.

K. Add definition of **Garbage**. Garbage shall mean animal, fruit and vegetable waste, either along with or in combination with other putrescible matter resulting from the handling, storage, sale, preparation, cooking, serving, processing, slaughter, manufacture or consumption of animal, fruit or vegetable matter, which is subject to decomposition or decay and any container of such material.

L. Add definition of **Hazardous Waste**. Hazardous waste shall mean materials, or combinations of materials, which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed and/or require special management techniques because of their acute or chronic effect on the air and water quality, on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives.

M. Add definition of **Horticultural Trash**. Horticultural trash shall mean yard waste, which includes shrubbery cuttings, leaf clippings and dry leaf rankings, palm fronds, tree branches, tree trunks, bushes or shrubs, green leaf cuttings, fruit, grass, leaves, wood chips, and other decomposable waste materials usually created as refuse in the care of lawns and yards.

N. Add definition of **Municipal Solid Waste**. Municipal Solid Waste shall mean garbage, horticultural trash, extraordinary waste and rubbish, as defined herein. When capitalized in this Contract, "Solid Waste" shall have the same meaning as Municipal Solid Waste.

O. Delete the definition of **Operations Facility** in its entirety.

P. Add definition of **Recovered Materials**. Recovered Materials shall mean metal, paper, glass, plastic, cardboard, or other materials approved by the Contractor that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the municipal solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation.

Q. Add definition of **Residential Solid Waste**. Residential Solid Waste shall mean garbage and rubbish resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities with more than three dwelling units.

R. Revise definition of **Required Condition**. Remove the language "and the Operations Facility".

S. Add definition of **Rubbish:** Rubbish shall mean refuse, accumulation of paper, excelsior, rags, wooden or paper boxes or containers, sweepings, and all other accumulations of a nature other than garbage which are usual to housekeeping and to the operation of stores, offices, and other business places; also, any bottles, cans or other containers not containing garbage.

VI. ATTACHMENT A AMENDED.

Attachment A is hereby deleted in its entirety.

VII. ATTACHMENT B AMENDED.

Attachment B is hereby amended as follows:

A. Provision of Carts, Paragraph 1., is hereby amended as follows:

Remove the language "ninety-five (95)" from the third sentence and replace with the language "ninety-six (96).

B. Cart Specifications, Paragraph B.1, is hereby deleted in its entirety and replaced with the following:

Each Cart for Curbside Residential Collection Service shall be ninety-six (96) gallons in size with medium/dark blue body and black lid or sixty-five (65) gallons in size with a medium/dark forest green body and yellow lid. The issuance of any new Carts shall match the Carts currently in place within the Service Area.

C. Cart Specifications, Paragraph B.16, is hereby deleted in its entirety and replaced with the following:

Each Cart shall be embossed in white letters on the lid – "Keep Lid Closed" and each Cart shall also be embossed with the load rating, either on the lid or on the side of the Cart.

VIII. ATTACHMENT C AMENDED.

Attachment C is hereby amended as follows:

ADDITIONAL RESIDENTIAL COLLECTION RATES is hereby amended as follows:

Extraordinary Waste (pursuant to Section 3.2.5 of this Contract)

IX. ATTACHMENT D AMENDED.

Attachment D is hereby deleted in its entirety and replaced with **Attachment D-1** attached hereto and made a binding part hereof.

X. SECTION 3.1, COLLECTION SERVICE AMENDED.

Section 3.1, Collection Service is hereby amended to include the following:

3.1.1. The Contractor shall allow the County to assign tare weights to each Contractor service vehicle and paint an assigned vehicle number and/or install a decal on each Contractor service vehicle.

3.1.2 If any Hazardous Waste is detected during any Collection of any waste by Contractor, Contractor shall immediately notify the Administrator and document the incident by taking a photograph of the Hazardous Waste and the location or delivering vehicle, including any identifying numbers of the vehicle that is delivering the Hazardous Waste. Unless otherwise authorized, in writing, by the Administrator, Contractor shall properly isolate and containerize all Hazardous Waste and County shall, at no cost to Contractor, dispose of the Hazardous Waste in accordance with Applicable Law.

3.1.3 Vehicle and equipment operators shall immediately place absorbent material onto spilled fluids. The absorbent material shall be picked up and disposed of in a manner and at a facility approved by the Administrator. Contractor shall notify the Administrator of the spill within twenty-four (24) hours, and Contractor shall be responsible for paying all costs associated with transportation and disposal of the absorbent material, whether at a County facility or other facility. Remediation and costs of all damage, including environmental damage, from spillage of fluids, including hydraulic fluid and other fluids, materials or wastes released from vehicles and equipment, shall be the responsibility of Contractor. County retains the right to determine the successful completion of all required remediation.

3.1.4 Contractor shall provide operating and safety training for all personnel and shall ensure that its personnel does not scavenge any type of waste. Contractor shall require its personnel to perform services on behalf of the County in a professional and skillful manner, in compliance with all applicable laws. Upon receiving notice from the County of circumstances of incompetence, carelessness or objectionable behavior, related to an employee of the Contractor, the Contractor shall promptly investigate the matter and take appropriate action up to and including removal of the employee from providing services to the County pursuant to this Contract. In addition, the County shall have the right to provide Contractor with feedback regarding any personnel and the performance of services under this Contract.

3.1.5 Contractor shall, at all times in the performances of services under this Contract, comply with all Applicable Law and regulations concerning the collection of municipal solid waste.

3.1.6 Contractor shall, at all times in the performance of services under this Contract, comply with all Occupational Safety and Health Administration (OSHA) regulations, policies, and standards and shall prepare an incident report on any safety incidents or accidents resulting from its operations as a result of this Contract. Concurrent with its delivery of any such report to OSHA, Contractor shall also deliver a copy of the report to the Administrator.

3.1.7 Every vehicle driver and equipment operator shall at all times hold a valid Florida driver's license for the type of vehicle driven and/or equipment operated by the driver.

3.1.8 Contractor warrants that it has the necessary personnel, vehicles, equipment, route maps, and the existing billing software necessary to provide Waste collection services to the County, effectively and efficiently, and without interruption of, or changes to the current services being provided under this Contract, at the sole expense of Contractor. In furtherance of the same, Contractor also agrees to acquire additional equipment and vehicles as necessary to perform the services required under this Contract.

3.1.9 Contractor owns and shall maintain the fleet schedule of vehicles and equipment attached hereto as **ATTACHMENT J**. The fleet schedule includes a list of all vehicles by size and type, including the vehicle year, make, model, and identification number that will be used to provide collection service. The Contractor shall submit a written notice of any changes in the **ATTACHMENT J** fleet schedule to the Administrator within fourteen (14) days of the change. The County shall have the right to inspect the vehicles and equipment owned and/or operated by the Contractor at any reasonable time. Page **8** of **17** VP/#67143038.2

3.1.9.1 Contractor shall rebrand all Collection vehicles to reflect the name of the Contractor within six (6) months of the Effective Date of this Second Amendment.

3.1.9.2 Contractor shall implement "green" practices for environmental and energy conservation benefits (also known as "Go Green Initiatives") within six (6) months of the Effective Date of this Second Amendment. County and Contractor shall mutually agree on all Go Green Initiatives, which shall at a minimum include but which shall not be limited to participating in community events, initiating "pop up" events/booth at County libraries, participating/initiating local school events, and the like.

3.1.10 At the end of the Term or any Renewal of this Contract, the Contractor shall cooperate with the County and the new contractor during any transition period.

XI. SECTION 3.2, CURBSIDE RESIDENTIAL COLLECTION SERVICE AMENDED.

Section 3.2, Curbside Residential Collection Service is hereby amended as follows:

3.2.1. remove the language "Garbage, Rubbish and Recyclables" from the third sentence and replace with "Residential Solid Waste" and remove the language "Extraordinary Waste" from the third sentence and replace with "Bulk Waste".

3.2.2 is hereby deleted in its entirety and replaced with the following:

The Contractor shall deliver Cart(s) pursuant to Attachment B of this Contract and commence Curbside Residential Collection Service to the occupants of any newly established Residential Property within the Contractor's Service Area on the next regularly scheduled collection day after Contractor receives notice of the newly established customer. County will notify Contractor of each newly established residential property.

3.2.3 is hereby deleted in its entirety and replaced with the following:

The Contractor shall collect and properly dispose of: (i) all Residential Solid Waste placed at curbside in Carts provided pursuant to this Contract not less than one (1) time per week, with collections not more than seven (7) days apart; provided, that collections may occur up to eight (8) days apart in the event of a weather emergency and/or a Holiday; (ii) horticultural trash placed at residential curbside, provided that it is either placed in a separate container that when filled weighs no more than fifty (50) pounds, bagged, or tied in bundles, and the total amount of containers, bags, tied bundles, or individual items do not exceed fifty (50) pounds in weight, six (6) feet in length, two (2) cubic yards in volume, and that is not commingled with any other Municipal Solid Waste, not less than two (2) times per month with schedules approved by the County; and (iii) Bulk Waste placed at residential curbside, provided that it does not exceed (2) two cubic yards in volume, not less than two (2) times per month with schedules approved by the County.

3.2.4 remove the language "Extraordinary Waste" in the first sentence and replace with "Bulk Waste".

3.2.5 is hereby deleted in its entirety and replaced with the following:

The Contractor shall, at no additional charge to County or Customer, provide additional collection service for residential Customers requesting same, no more than two (2) times per month, for the following Extraordinary Waste items, provided that at any one time of collection, these items do not exceed two (2) cubic yards: (i) non-hazardous automobile parts; (ii) P-metric tires (or smaller), not to exceed six (6) P-metric tires (or smaller) in any Fiscal Year; and (iii) residential white goods/appliances. The Contractor shall provide collection service for residential Customers requesting same, at an additional charge to Customer, the following Extraordinary Waste items: (i) P-metric tires in excess of six (6) in any Fiscal Year; (ii) Extraordinary Waste items, other than residential white goods/appliances, in excess of six (6) feet in length; (iii) Extraordinary Waste items in excess of fifty (50) pounds per item or bundle; and (iv) Extraordinary Waste items that at any one time of collection, are in excess of two (2) cubic yards in volume. The charge for collection of the aforementioned Extraordinary Waste items shall not exceed the maximum rate specified for this service in Attachment C, Schedule of Maximum Rates for Additional Residential Collection.

3.2.6 is hereby deleted in its entirety and replaced with the following:

The Contractor shall not commingle Residential Solid Waste collected from Customers assessed by the County for Curbside Residential Collection Service with any other type of waste or material collected from any source. Contractor's Manager shall, on or before the tenth (10th) day of October of each year during the term of this Contract complete and deliver to the Administrator a written certification in the form attached hereto as Attachment D-1."

3.2.7 (added to the Franchise Agreement through the First Amendment) remove the last sentence and replace with "Failure to provide the information requested or resolve the Customer complaint as required herein will result in the imposition of administrative charges pursuant to Section 11, QUALITY PERFORMANCE OF CONTRACTOR, of this Contract."

3.2.8 Contractor shall utilize one (1) or more smaller Collection vehicles equipped to provide Curbside Residential Collection Service to those Customers assessed by the County for Municipal Solid Waste collection who are located on roads that cannot be traversed by the typical sized Collection vehicles utilized by Contractor on other roads in the Service Area, so that such Customers located on a road not traversable (whether dirt or paved) receives curbside service in front or in rear of the Customer's property or as close thereto as possible. This does not require Contractor to provide Curbside Residential Collection Service to properties located on roads that are deemed impassable by the County.

XII. SECTION 3.3, COMMERCIAL SOLID WASTE COLLECTION SERVICE AMENDED.

Section 3.3, Commercial Solid Waste Collection Service is hereby amended as follows:

3.3.5 is hereby deleted in its entirety and amended as follows:

The Contractor shall collect Commercial Solid Waste not less than twice per week and no more than three (3) days apart (Sundays and legal holidays excluded) from all commercial accounts which generate perishable waste.

3.3.7 (added to the Franchise Agreement through the First Amendment) is deleted in its entirety and replaced with the following:

With the prior approval of the Administrator, the Contractor may use Carts the same as used for residential purposes, for providing Commercial Solid Waste Collection Services to small businesses, EMS stations, fire stations and churches.

3.3.8 Commercial Solid Waste shall be collected in a truck that is clearly marked on both sides of the truck with the language "Commercial Solid Waste Collection" in letters no smaller than six (6) inches in height.

XIII. SECTION 3.4, OTHER RECYCLABLE MATERIALS COLLECTION SERVICES AMENDED.

Section 3.4, Other Recyclable Materials Collection Services is amended as follows:

3.4.1 is renamed: "Provision of Recyclable Materials Collection to Residential Customers" and the word "municipal" is added before the words "solid waste" in subsection 7. Furthermore, related to Residential Recycling, it is agreed that in the event of an extension of the Term of the Contract, the Contractor will work with the County in the development of a plan to address the future of curbside recycling in Highlands County.

3.4.2 is hereby amended as follows:

Delete subsection (b) in its entirety. Subsection (c) is relettered to subsection (b) and subsection (d) is relettered to subsection (c).

3.4.3 is hereby deleted in its entirety and replaced with the following:

At no cost to the County or Customer, Contractor shall provide Carts or roll-off style collection receptacles and services for collection, transfer, processing and marketing of Recyclables collected at the request of the County.

XIV. SECTION 3.5, SERVICE ROUTES AND SCHEDULES AMENDED.

Section 3.5 is amended to add the following language to the end of the section:

"Service Areas in which there are both residential and commercial accounts shall have different days of Collection, regardless of the type of Cart or Container from which the appropriate type of waste is being collected."

XV. SECTION 3.8, COMPLAINTS AMENDED.

Section 3.8 is hereby amended to add the following language to the end of the section:

"During each calendar month, each valid service complaint received by Contractor in excess of the number (rounded to the nearest whole number) that is fifteen hundredths percent (0.15%) of the number of units, both residential and commercial (front-load), being serviced each month in the Service Area, shall be a separate Class IV violation by the Contractor that may be enforced pursuant to Division 5 of Chapter 2 of the Code. Contractor shall have twenty-four (24) hours to assess any and all service complaints."

XVI. SECTION 3.14 CUSTOMER DEFICIENCY NOTIFICATION AMENDED.

Section 3.14 is hereby amended as follows:

It shall be the Contractor's responsibility to provide written information to those Customers who do not prepare or set out their Solid Waste as specified in the Code or this Contract. For any Residential Customer that puts out for curbside collection any type of Waste not in compliance with the Code, Contractor shall leave written notification of the noncompliance at the location where the Waste is located. Contractor shall also input the address and reason for noncompliance in a computer tablet via a AMCS system that will transmit the information to the County.

XVII. SECTION 7, INDEMNIFICATION ACKNOWLEDGED.

It is hereby agreed and understood that Florida Waste Solutions LLC agrees to indemnify, defend and hold harmless Highlands County as specifically set forth in Section 7 of the Franchise Agreement.

XVIII. SECTION 9, LIABILITY INSURANCE AMENDED.

Section 9, is hereby amended as follows:

Employers' Liability: $1,000,000.00/$1,000,000.00/$1,000,000.00
Fire damage liability: $3,000,000.00

All other insurance requirements set forth in Section 9, of the Franchise Agreement shall remain the same.

XIX. SECTION 10, PERFORMANCE BOND.

Section 10, PERFORMANCE BOND is hereby deleted in its entirety and replaced with the following:

SECTION 10. SECURITY.

Contemporaneously with the execution of this Second Amendment, the Contractor, as security for the performance of all the Contractor's obligations under this Contract, shall furnish the County with either a Performance Bond or Letter of Credit in a form acceptable to the County in its sole discretion as described in subsections 10.1 and 10.2 below, and shall maintain such Bond or Letter of Credit throughout the Term or any Renewal of this Contract at the sole cost and expense of the Contractor. Contractor shall furnish and keep current with the County, at all times during the Term or any Renewal of this Contract, the necessary documentation acceptable to the County to evidence compliance with the requirements of this Section 10.

10.1 Performance Bond.
If Contractor chooses to provide a Performance Bond, the same shall be delivered to the County, prior to commencing service under this Contract, and the Contractor shall keep the same current throughout the term of this Contract, securing the faithful performance of the Contractor under this Contract and all obligations arising under this Contract, executed by a Surety Company licensed to do business in the State of Florida, having an "A" or better rating by A.M. Best or Standard and Poors, and included on the list of surety companies approved by the United States Department of Treasury. The Performance Bond shall be in the amount of $2,000,000.00 and must be renewed or replaced annually for the Term or any Renewal of this Contract. The Performance Bond shall be endorsed to show County as payee or beneficiary under the Bond and shall provide that the Bond shall not be canceled, limited or non-renewed until after sixty (60) days written notice has been given to County. It is the Contractor's responsibility to ensure that a current Performance Bond providing the required coverage must be on file with the County at all times. County shall be entitled to draw down the amount of the Performance Bond for failures in performance of this Contract. The Surety Company shall be responsible for any damages resulting from default or failure to perform under this

Contract by Contractor. . Under no circumstances shall Contractor begin work until Contractor has delivered the Performance Bond to the County.

10.2 Letter of Credit.

If Contractor chooses to provide an irrevocable Letter of Credit, the same shall be delivered to the County, prior to commencing service under this Contract and Contractor shall keep the same current throughout the term of this Contract, securing the faithful performance of the Contractor under this Contract and all obligations arising under this Contract. The irrevocable Letter of Credit shall be issued by a financial institution authorized to do business in Florida and issue such letters of credit, maintaining an office in Highlands County at which the Letter of Credit may be presented for payment, and whose long-term debt is rated in one of the three highest categories by a nationally recognized rating agency (e.g. Standard and Poor's rating of AAA, AA or A). The Letter of Credit shall be in a form acceptable to the County and shall be payable by a sight draft drawn on the issuer and accompanied by the original Letter of Credit and all amendments, if any, and a statement on County letterhead signed by the County Administrator certifying that Florida Waste Solutions LLC, to be in default or violation of its obligations under the Contract. Partial drawings must be permitted under the Letter of Credit, and in that event, the issuer will endorse the original Letter of Credit and all amendments, if any, and return the same to the County for possible future claims. The Letter of Credit shall be in the amount of $2,000,000.00 and shall remain in effect for the entire Term or any Renewal of this Contract. The financial institution issuing the Letter of Credit shall also be responsible for any increases or extensions to this Franchise Agreement. Under no circumstances shall Contractor begin work until Contractor has delivered the Letter of Credit to the County.

<u>XX. SECTION 12. NOTICES AMENDED.</u>

Section 12, NOTICES is hereby amended as follows:

If to County:
Highlands County
600 S. Commerce Avenue
Sebring, FL 33870
Attention: County Administrator

Copy to:
Highlands County
600 S. Commerce Avenue
Sebring, FL 34870
Attention: County Attorney

If to Contractor:

Florida Waste Solutions LLC
5151 Kenilworth Blvd.
Sebring, FL 33870

Copy to:
Florida Waste Solutions LLC
Attn: Legal Department
2949 Aberdeen Dr.
Montgomery, IL 60538

XXII. SECTION 13. TERMINATION AMENDED.

Section 13, TERMINATION, Subsection 13.5, Effective Termination Date is hereby deleted in its entirety and replaced with the following:

> 13.5 Effective Termination Date. In any of the events specified in subsections 13.2, 13.3, or 13.4, of this Contract, Contract termination shall be effective upon the date specified in County's written notice to Contractor, and upon that date, this Contract shall be terminated. Upon that termination, all liability of County under this Contract to Contractor shall cease, and County shall have the right to call the Performance Bond or Letter of Credit, as applicable, and shall be free to negotiate with other contractors for the performance of all services described in this Contract. In addition to all the available remedies to the County for Contractor's failure to perform, Contractor shall reimburse County for all direct costs of providing interim Collection and processing services not covered by the Performance Bond or Letter of Credit.

XXI. SECTION 26, DISPUTE RESOLUTION PROCESS DELETED.

Section 26 is hereby deleted in its entirety and shall have no further force or effect.

XXII. SECTION 30. REPRESENTATIONS.

Section 30.2.3 is hereby deleted in its entirety and shall have no further force or effect.

XXIV. SECTION 31. MISCELLANEOUS AMENDED.

Section 31, MISCELLANEOUS, is hereby amended as follows:

> 31.6, Global Positioning System (GPS), is amended to add the following language to the end of the Section:
>
> "At the request of the County, Contractor shall provide the County with video footage from its cameras located on its Collection Vehicles. Contractor hereby

acknowledges that this footage is a public record and will so advise its employees of the same."

31.7, Vehicle and Equipment Maintenance, is hereby deleted in its entirety and replaced with the following:

Vehicle and Equipment Maintenance. The Contractor shall keep all Collection vehicles and equipment in good repair and maintained in a clean, safe and sanitary manner. Collection vehicles shall not exceed 10 years in age; however, as of the Effective Date of this Second Amendment, Contractor shall have identified and signed sales agreements for the purchase of at least four (4) new Collection vehicles which shall be either front load, rear load, or side load trucks, and shall provide the County with evidence of such signed sales agreements. Thereafter, Contractor may replace the remainder of the fleet, on a rolling basis, until all vehicles do not exceed 10 years of age to ensure there is no interruption in any of the Services Contractor is responsible for under the Contract. Prior to the Effective Date of this Second Amendment, Contractor shall enter into an agreement with a third party whereby the third party agrees to provide Contractor with Collection vehicles on an as needed basis, and within twenty-four (24) hours, in the event any of Contractor's Collection vehicle become inoperable, so as to prevent any interruption in any of the Services Contractor is responsible for under the Franchise Agreement. Contractor shall provide County with a copy of said agreement and shall maintain the agreement pursuant to this Subsection 31.7 throughout the term of this Contract.

31.17, is hereby added as follows:

In the event this Contract is extended pursuant to Section 2, the Contractor and County shall agree on a schedule to replace each Cart in the Service Area utilized for Curbside Residential Collection Service. The replacement of said Carts will be at Contractor's expense and shall include retrieving and disposing of any and all Carts being replaced. The Cart replacement schedule shall begin no later than one (1) year after the Effective Date of any Term extension. The replacement Carts shall comply with Subsection B. – Cart Specifications of Attachment B – Cart Requirements, with the exception of subsections 15 and 16. The replacement Carts shall be embossed on the side with white letters (in a form and size pre-approved by the County) stating the following:

> "RESIDENTIAL SOLID WASTE ONLY
> NO HAZARDOUS WASTE, EXTRAORDINARY WASTE
> OR HORTICULTURAL TRASH/YARD WASTE"

Each replacement Cart's lid shall also include the words: "Keep Lid Closed" in a form and size pre-approved by the County.

31.18, is hereby added as follows:

In the event of a declared local state of emergency wherein the County establishes a point of distribution for its residents, at County's request, Contractor shall deliver a roll-off container for collection services to each requested point of distribution. Contractor shall not charge the County for such roll off containers more than the rates established in Attachment C for such service.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the _____ of _____________________, 2024.

HIGHLANDS COUNTY

____

Kevin J. Roberts, Chairman

ATTEST:

____

Jerome Kaszubowski, Clerk

CONTRACTOR

By: [signature]

Print: Shawn McDowell

Title: CEO

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Kendall

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization of Shawn McDowell, as CEO of Florida Waste Solutions LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Construction Manager, who is personally known to me or who produced Drivers license as identification, and who did/did not take an oath this 10th day of January, ~~2024.~~ 2025

(stamp)

[signature]

NOTARY PUBLIC, State of ~~Florida~~ Illinois

JULIE B. HAGGARD
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
July 22, 2027

NOTARY PUBLIC STATE OF ILLINOIS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 23, 2025**

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of January 16, 2025.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range Update (2025.01.15)SGS.pdf

LONG RANGE ATTORNEY LOG

******Bolded/underlined*** *language identifies updates*

Matter	Notes
Employee Manual revisions	**The legal team is currently focusing on clarifying Disaster Pay and Holiday Pay in the new Personnel Manual that will come before the Board for approval later this year.**
Hospital sale issues	Last information received on this matter is that Hospital District would be hiring a consultant with experience working with Florida Agency for Healthcare Administration and there has not been any new information received as of the date of this report.
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) **Resolutions:** Avon Park – Res. 2024-04 (initiating), adopted June 24, 2024 Highlands County – Res. 23-24-176, adopted August 20, 2024 Lake Placid – Res. 2024-28, adopted September 9, 2024 Sun N Lake – Res. 2024-05, adopted October 29, 2024 Spring Lake – Res. 2025-03, adopted December 11, 2024	Meetings have been scheduled for January 21, 2025, and February 11, 2025.

Revisions to organization of Advisory Board and Committees	Specific Committee Ordinances/Resolutions will be in 3 phases beginning in the first few months of 2025.
Update/Repeal of County policies which have been individually adopted and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	Legal Department staff has started the task of removing procedures from our existing Policy
Camping/Sleeping on Public Property Panhandling	**The meeting between key County staff members and the Sheriff took place on January 7, 2025. The parties will continue to work together to bring a proposed Ordinance to the Board for approval.**
TDC Grant Agreements	Revise form Grant Agreements to better address issues TDC is experiencing with event promoters
Opioid Settlement Funds	**The County Attorney's Office continues to work with Administration, Community Programs, and Business Services regarding the allocation and implementation of the next round of opioid settlement funds. A meeting with Central Florida Health Behavioral Network occurred on January 14, 2025 to discuss the CORE Initiative that is being proposed in Highlands County. Additional meetings are being scheduled to clarify the requirements of the Initiative and how it could potentially be implemented in Highlands County. Key county staff members are also meeting with representatives of the Tenth Judicial Circuit on January 17, 2025 to discuss implementation of the FY 25-26 Regional and City/County Fund distributions, as well as the distribution of the national McKinsey settlement.**
Court Administration Interlocal Agreement	Recently it was determined that we have some employee overlap in Court Administration wherein the employees are considered as County Employees for payroll and other purposes; however, the are wholly managed by Court Administration. We are working on an Agre with Court Administration in order to better manage the liability and practical day to day operations associated with these employees.
Fee Schedule	**It has been brought to the attention of the County Attorney's Office that there are certain fees contained in the County's Fee Schedule that are not currently being assessed. We are looking into this history and will report further if necessary.**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 23, 2025**

PRESENTER:

SUBJECT/TITLE: **Board payables from January 23, 2025, through February 3, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT