HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, May 6, 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 Construction Licensing, Enforcement and Appeals Board will hold a regular meeting at 7:00 p.m., on Tuesday, May 6, 2025, in the Board room, 600 S. Commerce Ave., Sebring

   A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, May 13, 2025, in the Board Room, 600 S. Commerce Ave., Sebring, FL

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

   6.A *Request approval of the Proclamation recognizing May 18th, 2025, through May 24th, 2025, as "Emergency Medical Services Week".*
   Dustin Fitch, Deputy Chief
   There is no fiscal impact.
   EMS Week Proclamation 2025.pdf

   6.B *Request approval of a Proclamation recognizing May 4-10, 2025 as "National Travel and Tourism Week" in Highlands County, Florida.*
   Casey Hartt, Lead Marketing Consultant
   There is no fiscal impact.
   STATEMENT OF ISSUE.pdf
   2025_Tourism_Week_Proclamation.pdf

   6.C *Request approval of a Proclamation recognizing May 2025, as “Historic*

Preservation Month" in Highlands County.
Sergio Garcia, Planner II
There is no fiscal impact.
Statement of Issue Memo.pdf
Highlands County Historic Preservation Month Proclamation 2025.pdf

6.D *Request approval of a Proclamation declaring May 2025 as "OJ Month" in Highlands County.*
Raymond Royce, Highlands County Citrus Growers Association
There is no fiscal impact.
2025 OJ Month Proclamation Ray Royce.pdf

6.E *Request approval of a Proclamation recognizing May 2025 as "Older Americans Month" in Highlands County.*
Debbie Slade, Nu-Hope Elder Care Services Executive Director
There is no fiscal impact.
NuHope Older_Americans_Proclamation_0525.4.pdf

6.F *Presentation of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2024.*
Julie Fowler, CPA Signing Director, Clifton Larson Allen (CLA)
There is no fiscal impact.
Highlands County FY 2024 Audit Presentation.pdf

6.G *Economic Development update to the Board.*
Sarah Beth Murphy, Executive Manager of Business and Economic Development
No fiscal impact.
EDO BOCC April 2025.pdf

7. CONSENT AGENDA

7.A *Request approval of the Interlocal Agreement between Highlands County and the City of Sebring retroactive to October 1, 2024.*
Tanya Cannady, Business Services Director
The fiscal impact to Fund 005 (General) is $125,000 which is budgeted in cost center 6101, account 54914 which was approved in the Adopted Budget for FY 24/25.
Seb Rec Interlocal FY24-25 4.15.25.pdf
City of Seb Statment of Issue 5.6.25.pdf

7.B *Request approval of the Interlocal Agreement between Highlands County and the Spring Lake Improvement District retroactive to October 1, 2024.*
Tanya Cannady, Business Services Director
The fiscal impact to Fund 005 (General) is $50,000 which is budgeted in cost center 6101, account 54956 which was approved in the Adopted Budget for FY 24/25.
Spring Lk Imp Dist Rec Interlocal FY24-25 4.9.25.pdf
Spring Lk Statement of Issue 5.6.25.pdf

7.C *Request authorization to purchase polyethylene pipes and couplers from Core and Main LP in an amount not to exceed $30,000 pursuant to ITB 25-011.*

Jonathan Harrison, Road and Bridge Director
The fiscal impact is approximately $30,000.00 from (Fund 110) Transportation Trust. These funds have already been budgeted and are available.
Statement of Issue, ITB 25-011 Core and Main.pdf
25-011-QLS Recommendation for Award.pdf

7.D *Request authorization to purchase polyethylene pipes and couplers from Fortiline Waterworks in an amount not to exceed $30,000 pursuant to ITB 25-011.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is approximately $30,000.00 from (Fund 110) Transportation Trust. These funds have already been budgeted and are available.
Statement of Issue, ITB 25-011 Fortiline Waterworks.pdf
25-011-QLS Recommendation for Award.pdf

7.E *Request approval of the Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Highlands County.*
Corey Amundsen, Emergency Management Manager
There is no fiscal impact.
Statement of Issue.pdf
FY2024-25-Drone-Program-Agreement.aspx.pdf

7.F *Request approval of the Agreement between Adventist Health Systems/Sunbelt, Inc. and Highlands County.*
James K. Duppenthaler, Fire Chief
Fiscal Impact for FY 24/25 has been budgeted in Cost Center 3217 Fire Assessments, Account 53100 Professional Services in the amount of $102,300.00 and Cost Center 5105 Emergency Medical Services, Account 53100 Professional Services in the amount of $188,700.00.
Highlands County agreememt_250425_110045.pdf
Issue Statement Physicals.pdf

7.G *Request Adoption of Resolution 24-25-091 for Budget Amendment 24-25-064 to appropriate awarded FSA Bullet Proof Vest Funding and Guardian Program FY 24/25 grant/project funds.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget to cost center 3101 (Sheriff â€“ 005), Project 24041 (Guardian Program) in the amount of $100,000.00; and $14,031.60 to Project 24043 (BPV FY24/25) for a total amount for both projects of $114,031.60.
24-25-064 Proj 24043 BPV_Proj 24041 Guardian Prog (BA).pdf
24-25-064R Proj 24043 BPV_Proj 24041 Guardian Prog24-25-064 Proj 24043 BPV_Proj 24041 Guardian Prog (Resolution).pdf
Reg.-1140-2024 Sheriff Proj 24041_24043 Stmt of Issue.pdf

7.H *Request adoption of Resolution 24-25-082 for Budget Amendment 24-25-057 for the 2024-2025 Emergency Management Preparedness Grant (EMPG) Base Grant for FY 24-25.*
Corey Amundsen, Highlands County Emergency Management Manager
The fiscal impact will be an increase to Fund 005 (General) in the amount of

$59,368 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).
Statement of Issue.pdf
24-25-057 Project 24039 EMPG FY24-25 (BA).pdf
24-25-057R Project 24039 EMPG FY24-25 (Resolution) Revised on 5.6.25.pdf

7.I *Request adoption of Resolution 24-25-090 for Budget Amendment 24-25-065 for Project #21062, Lake June-in-Winter Catfish Creek Best Management Practices (BMPs).*
Dawn Ritter, Natural Resources Manager
Fiscal Impact is an increase to Fund 005 (General), Project 21062 Lake June-in-Winter Catfish Creek BMP, cost center 6303 Natural Resources, account 56300Z Project Improvements, in the amount of $151.86.
24-25-065 Proj 21062 Lk June Catfish Creek Add'l Funding (BA).pdf
24-25-065R Proj 21062 Lk June Catfish Creek Add'l Funding (Resolution).pdf

7.J *Request to change the Assistant to the Critical Infrastructure Director position to Project Engineer, increase the Pay Grade to 119, and modify the job description.*
JD Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no fiscal impact.
Diefendorf Modified Position - Statement of Issue - Brd Mtg 5-6-25.pdf
Project Engineer Job Description.pdf

7.K *Request adoption of Resolution 24-25-094 for Budget Amendment 24-25-068 to provide additional funding for negative cost centers.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 143 (FL Boating Improvement) in the amount of $10,000 which is being appropriated in cost center 6103 (FL Boating Improvement), account 54600 (Repair & Maintenance). In addition, this budget amendment is transferring available funding in the amount of $31,000 from cost center 5108 (HCRA), account 53400 (Contractual Svcs) to cost center 1000 (Gen. Admin Circuit Crt), account 54400 (Rentals & Leases) in the amount of $1,000 and to cost center 2104 (County Administrator), account 53400 (Contractual Svcs) in the amount of $30,000.
24-25-068 Clean Up Negative Cost Ctrs #1 (BA).pdf
24-25-068R Clean Up Negative Cost Ctrs #1 (Resolution).pdf
Reg.-1148-2024 Statement of Issue Negative Cost Ctrs Cleanup.pdf

7.L *Request adoption of Resolution No. 24-25-098 and approval of the Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement as well as Exhibit "A".*
JD Langford, P.E., Assistant County Administrator/ Acting County Engineer
The fiscal impact is an increase to Fund 110 (Transportation Trust) in the amount of $6,687.00 which posted to account 3374300 (Misc. Intergovernmental Reimbursements).
Amendment to Traffic Signal Maint Agreement Brd Mtg 5-6-25_Statement of Issue.pdf
Highlands Co TSMCA Exhibit A Amendment FY 2026.pdf
Res. 24-25-098 - Traffic Maintenance.AMEND 10.pdf

7.M *Request approval of Amendment 1 to the Piggyback Agreement with Government Services Group, LLC.*
Tanya Cannady, Business Services Director
The fiscal impact will be $20,000 to the Fund 181 (Fire Assessment), cost center 3217 (Fire Assessments), account number 53100 (Professional Svcs).
GSG, LLC statement of issue 5-6-25.pdf
Amendment 1..Accenture.SGS-signed.pdf

7.N *Request approval of the Geosyntec Professional Services Amendment 2 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.*
Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater
Since Geosyntec Amendment 2 additional fee of $53,615.00 along with the prior agreed total consultant fees of $1,585,196 (KHA and Geosyntec) would bring the agreed upon consultant fees to $1,638,811 which is still less than the State Revolving Fund Planning Loan amount of $1,750,000.
Statement of Issue - REG. - 1155-2024 - Geo Syntec Amendment #2.pdf
Amendment 2.Geosyntec Consultants_04172025.pdf

7.O *Request approval of the Highlands County Banking Extension with Truist Bank.*
Sally Hood, Accounting and Finance Director Highlands County Clerk of Courts
Tanya Cannady, Business Services Director
Estimated annual interest earnings are $238,481 and the annual fees are $39,688, which is an estimated net annual fiscal impact of $198,793. The interest rate will remain at 1.75%.
Statement of Issue.pdf
Highlands County BOCC Banking Extension 2025.pdf

8. PUBLIC COMMENT

9. COMMITTEE ASSIGNMENTS:

10. PUBLIC HEARING

10.A *Public hearing to consider the approval of City of Sebring Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN)*
Dustin Fitch, Deputy Chief
There is no fiscal impact
Application.pdf
COI.pdf
COPCN - Class 5.pdf
Statement of Issue.pdf
City of Sebring aff.pdf

11. ACTION AGENDA

11.A *Request adoption of Resolution 24-25-089 extending the Certificate of Public*

Convenience and Necessity for Pasco-Pinellas, Hillsborough Health System, Inc. DBA Adventhealth Wesley Chapel.
Dustin Fitch, Deputy Chief
There is no fiscal impact.
Statement of Issue.pdf
24-25-089.AdventHealth Wesley Chapel.COPCN Ext.SGS.pdf

11.B *Request approval of Budget Amendment 24-25-062 to realign funding in Project 23025 Body-Worn Camera Funds to match the Sheriff's books for Subscription-Based Information Technology Arrangements (SBITA) purposes.*
Paul Blackman, Sheriff
There is no fiscal Impact.
24-25-062 Project 23025 BW Camera Funds 24-25 Prin_Int Accts (BA).pdf
1136-2024 Statement of Issue (Body Worn Cameras Realignment).pdf

11.C *Request Adoption of Resolution 24-25-092 for Budget Amendment 24-25-066 to appropriate General Fund Fund Balance and transfer funds to the Fire Assessment Fund for the assessment exemption buy-downs.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 005 (General) in the amount of $3,025,788.53 and then transferred to Fund 181 (Fire Assessment) for the fire assessment exemption buy-downs. The funds will be appropriated in Project 23091 (Lake Placid Fire Station 36), cost center 3217 (Fire Assessments), account 56200Z (Project Buildings).
24-25-066 Fire Assessment Buy-Down Xfer Funding (BA).pdf
24-25-066R Fire Assessment Buy-Down Xfer Funding (Resolution).pdf
Reg.-1141-2024 Proj 23091 Lk Placid Fire Station 36 (Stmt of Issue).pdf

11.D *Request adoption of Resolution 24-25-093 for Budget Amendment 24-25-067 to transfer funds from HCSO Detention Reconfiguration project # 16056 to Highlands County Jail Expansion project # 21064.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is a decrease of $1,286,459.00 from project # 16056, HCSO Detention Reconfiguration and a increase of $1,286,459.00 to project # 21064, Highlands County Jail Expansion. The net fiscal impact is $0.00 as we are simply transferring funds between projects.
Statement_of_Issue Xfer 16056 funds to 21064.pdf
24-25-067 Xfer Proj 16056 Funding to Prtoj 21064_Jail Generator Purchase (BA).pdf
24-25-067R Xfer Proj 16056 Funding to Proj 21064_Jail Generator Purchase (Resolution).pdf

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *FY25/26 Preliminary Budget Outlook - General Fund*
David Nitz, OMB Manager`
No Fiscal Impact
Reg.-1159-2024 Stmt of Issue_FY25-26 Preliminary Budget Outlook.pdf
Preliminary Budget Outlook_5-06-25.pdf

12.B *County Attorney Status Report as of April 30, 2025.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Long Range Legal Log 4.30.25.kh.sgs.docx

12.C *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 May 6, 2025, through May 19, 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: **May 6, 2025**

PRESENTER: **Dustin Fitch, Deputy Chief**

SUBJECT/TITLE: **Request approval of the Proclamation recognizing May 18th, 2025, through May 24th, 2025, as "Emergency Medical Services Week".**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Proclamation recognizing May 18th, 2025, through May 24th, 2025, as "Emergency Medical Services Week"

FISCAL IMPACT

There is no fiscal impact.

Attachments: EMS Week Proclamation 2025.pdf

Proclamation

"Emergency Medical Services Week" May 18th-24th, 2025

WHEREAS, Emergency Medical Services (EMS) is a vital public service; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, EMS plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and

WHEREAS, first responders, emergency medical technicians and paramedics stand ready to provide compassionate, lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and

WHEREAS, the members of EMS teams both career and volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of EMS practitioners by designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners, Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim May 18th - 24th, as "Emergency Medical Services Week" with the theme "WE CARE FOR EVERYONE", encourages the people of Highlands County, Florida to observe this week with appropriate programs, ceremonies, and activities.

Done and adopted this 6th day of May 2025.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Arlene Tuck, Chairwoman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing May 4-10, 2025 as "National Travel and Tourism Week" in Highlands County, Florida.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a Proclamation recognizing May 4-10, 2025 as "National Travel and Tourism Week" in Highlands County, Florida.

FISCAL IMPACT

There is no fiscal impact.

Attachments: STATEMENT OF ISSUE.pdf
Attachments: 2025_Tourism_Week_Proclamation.pdf

STATEMENT OF ISSUE

Established in 1983, National Travel and Tourism Week (NTTW) has become a cherished annual tradition that promotes the contributions of travel and tourism to our nation's economic prosperity and image around the world, and the well-being of Americans. The Proclamation highlights tourism's indirect and induced impacts on Highlands County's economy.

PROCLAMATION

WHEREAS, May 4-10 marks National Travel and Tourism Week, a time to highlight the significant contributions of travel and tourism to our national, state and local economies, global standing, and the well-being of its citizens; and

WHEREAS, travel within and to the United States fuels economic growth, generating $2.1 trillion annually and supporting 15.8 million jobs across the country; and

WHEREAS, travel and tourism are integral to the economic vitality and destination development of Highlands County, enriching quality of life, encouraging entrepreneurship, preserving cultural and historical landmarks, revitalizing communities, and driving economic expansion; and

WHEREAS, visitor spending in Highlands County has recently generated $310.3 million per year, contributed $29.8 million in state and local tax revenue, created 4,825 local jobs, and provided an estimated annual tax savings of $169 per household; and

WHEREAS, the Highlands County Tourist Development Council (TDC) is committed to enhancing the visitor economy for the betterment of the local community by promoting tourism, fostering economic development, advocating for local tourism stakeholders, and responsibly managing resources—key drivers of long-term prosperity; and

WHEREAS, the TDC, in partnership with state and local governments, businesses, and nonprofit organizations, works diligently to develop and market Highlands County as a premier travel destination, expanding tourism outreach, advocacy, and promotional efforts; and

WHEREAS, travel and tourism professionals serve as passionate advocates for Highlands County, demonstrating leadership in destination development, economic growth, community engagement, hospitality, and progress, while upholding the highest standards of excellence;

NOW, THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida, hereby proclaims May 4-10, 2025, as **NATIONAL TRAVEL AND TOURISM WEEK in HIGHLANDS COUNTY, FLORIDA**, and encourages all residents to participate in this observance.

Adopted this 6th day of May 2025.

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Arlene Tuck, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing May 2025, as "Historic Preservation Month" in Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a Proclamation recognizing May 2025, as "Historic Preservation Month" in Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue Memo.pdf
Attachments: Highlands County Historic Preservation Month Proclamation 2025.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 6, 2025

PRESENTER: Sergio Garcia, Planner II

SUBJECT/TITLE: Request approval of a Proclamation recognizing May 2025, as "Historic Preservation Month" in Highlands County

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STATEMENT OF ISSUE

Since the National Trust for Historic Preservation (Trust) created Historic Preservation Week in 1971 to spotlight grassroots preservation efforts in America, it has grown into an annual celebration observed by small towns and big cities throughout the country. Due to its overwhelming popularity, in 2005, the Trust extended the celebration to the entire month of May by declaring it Preservation Month to provide an even longer opportunity to celebrate the diverse and unique heritage of our country's cities and states and to enable more Americans to become involved in the growing preservation movement. Highlands County, as a Certified Local Government with the Division of Historical Resources within the Florida Department of State, is part of a statewide preservation partnership to revitalize neighborhoods and communities, spark economic development and promote environmental sustainability. In conjunction with the State's celebration of May as Historic Preservation Month, the Board has previously recognized May in a formal capacity as Highlands County "Historic Preservation Month." This year, Members of the Historic Preservation Commission wish to ask the Board to approve a Proclamation designating May 2025, as Highlands County Historic Preservation Month.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing May 2025, as "Historic Preservation Month" in Highlands County.

FISCAL IMPACT

No fiscal impact.

Attachment: Highlands County Historic Preservation Month Proclamation 2025

HIGHLANDS COUNTY

Board of County Commissioners
Proclamation

WHEREAS, Highlands County has a rich and fascinating past; and

WHEREAS, our cultural heritage represents the presence and activities of people for over 12,000 years; and

WHEREAS, this heritage is embodied in historic buildings and other structures, prehistoric and historic archaeological sites, artifacts, documents, and public records, as well as in the traditions and folkways of the County's diverse citizenry; and

WHEREAS, all of this evidence of our past makes up the County's cultural and historical resource; and

WHEREAS, historic resources provide not only continuity with our past, but also creates jobs, improves housing, enhances our quality of life, and along with the County's unique natural resources, draws hundreds of visitors annually; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Highlands County, Florida, that May is Highlands County

HISTORIC PRESERVATION MONTH

DONE AND ADOPTED, this 6th day of May, 2025

Board of County Commissioners
Highlands County, Florida

(SEAL)

_____
Arlene Tuck, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Raymond Royce, Highlands County Citrus Growers Association**

SUBJECT/TITLE: **Request approval of a Proclamation declaring May 2025 as "OJ Month" in Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a Proclamation declaring May 2025 as "OJ Month" in Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 2025 OJ Month Proclamation Ray Royce.pdf

HIGHLANDS COUNTY CITRUS GROWERS ASSOCIATION, INC.
6419 U.S. Hwy 27 South * Sebring, Florida 33876 * Phone: (863)385-8091 * Fax (863)385-6829

Highlands County OJ Month Proclamation

Whereas, Florida is the largest producer of orange juice in the United States and second in the world; and

Whereas, Highlands County is one of the leading citrus producing counties in the State of Florida; and

Whereas, the Florida Citrus industry has been an integral part of the Florida and Highlands County economy for the past century with an annual economic impact of $6.5 billion and support of 37,000 jobs throughout the state; and

Whereas, Florida Orange Juice is the state beverage of Florida; and

Whereas, Florida Orange Juice is both great tasting and provides nutritional benefits such as vitamin C, potassium and folate.

Now, Therefore, the Highlands County Board of County Commissioners of Highlands County, Florida (the Board) does hereby acknowledge and proclaim that May 2025 shall be known as "**Florida Orange Juice Month**" in Highlands County, Florida.

Further, to celebrate this designation, the Board encourages all Highlands County residents and Floridians across our State to take a "**Florida Orange Juice Break**" and reflect on the wide range of positive impacts that this long-standing industry has had on our community.

Done and adopted this 6th day of May 2025.

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Arlene Tuck, Chairwoman
HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Debbie Slade, Nu-Hope Elder Care Services Executive Director**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing May 2025 as "Older Americans Month" in Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a Proclamation recognizing May 2025 as "Older Americans Month" in Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: NuHope Older_Americans_Proclamation_0525.4.pdf

PROCLAMATION

Recognizing the 50th Anniversary of the Founding of Nu-Hope Elder Care Services, Inc. and the Month of May as National Older Americans Month

WHEREAS, Highlands County is committed to helping all individuals live longer, healthier lives in the community of their choice for as long as possible and maintaining quality of life complete with dignity choice and respect; and

WHEREAS, The Federal Older Americans Act, the Florida State Administrative Code and the Florida Statutes recognize the need to address elder needs and aging issues through partnerships at the federal, state and local level; and

WHEREAS, Highlands County recognizes the importance of supporting the efforts of those who make it possible for older adults to remain independent and vital members of our community; and

WHEREAS, This year marks the 50th anniversary of the incorporation of NU-HOPE Elder Care Services as a 501(c)(3) nonprofit organization dedicated to enhancing the independence and well-being of seniors and preventing or delaying nursing home placement; and

WHEREAS, May is officially recognized nationwide as the month dedicated to honoring and supporting our oldest residents;

NOW, THEREFORE, BE IT RESOLVED, that we, the Highlands County Board of County Commissioners, do hereby honor and congratulate NU-HOPE Elder Care Services, Inc. on this occasion of its 50th Anniversary as a nonprofit organization dedicated to promoting the independence and well-being of our community's older residents and officially join in recognizing May as Older Americans Month.

DONE AND ADOPTED this 6th day of May 2025, in Highlands County, Florida.

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Arlene Tuck, Chairwoman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Julie Fowler, CPA Signing Director, Clifton Larson Allen (CLA)**

SUBJECT/TITLE: **Presentation of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2024.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Highlands County FY 2024 Audit Presentation.pdf

We'll get you there.

CPAs | CONSULTANTS | WEALTH ADVISORS

Highlands County

Audit Exit Presentation

Year ended September 30, 2024

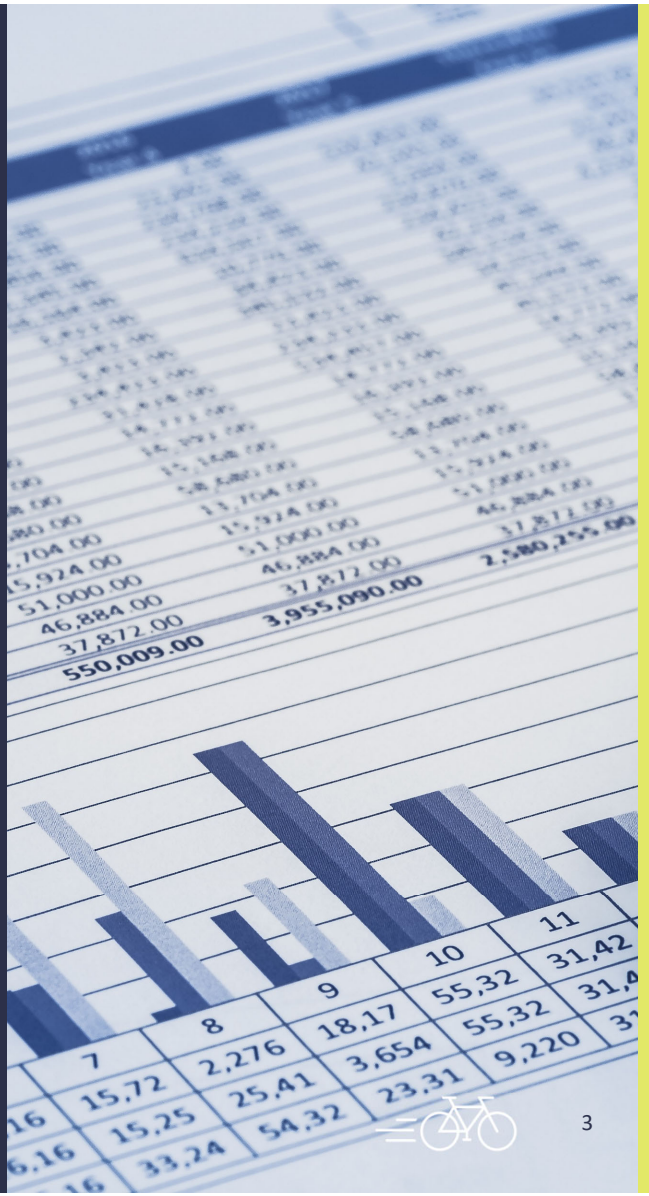
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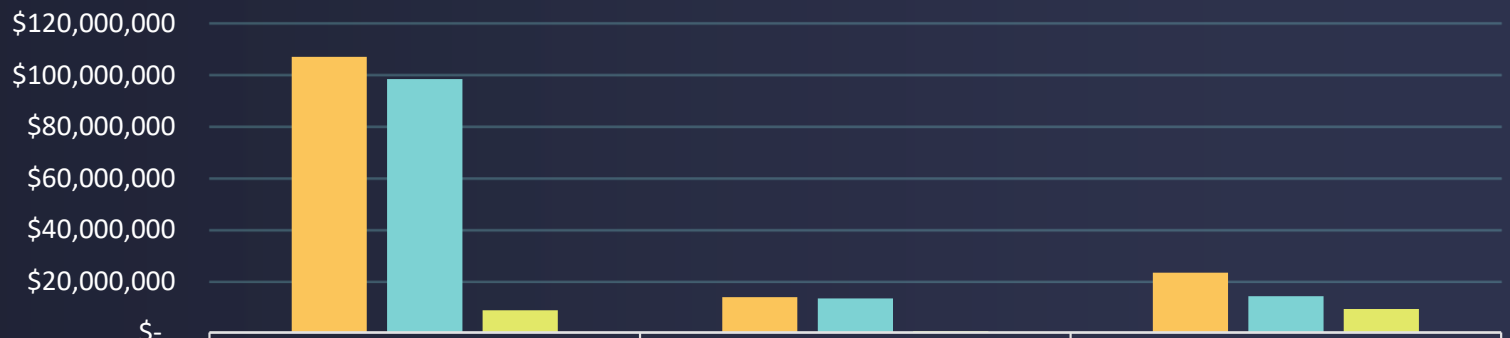
Financial Statement Highlights and Trends



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Revenue and Expenditures

Major Governmental Funds

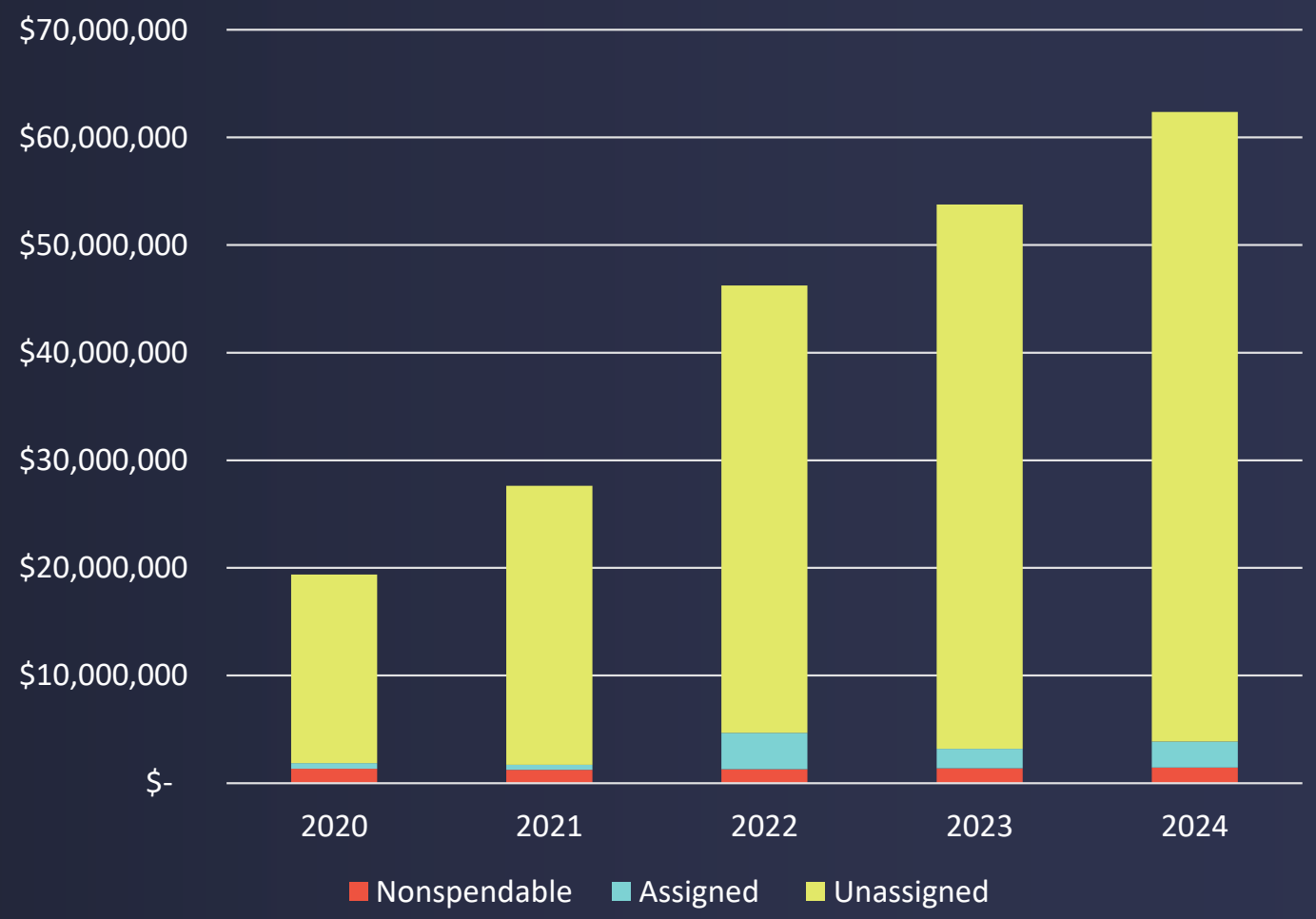


	General Fund	County Transportation Trust	Local Government Infrastructure Surtax
Total Revenue & Other Sources	$107,106,232	$13,743,780	$23,215,803
Total Expenditures & Other Uses	98,499,700	13,227,695	14,113,397
Net Change in Fund Balance	8,606,532	516,085	9,102,406

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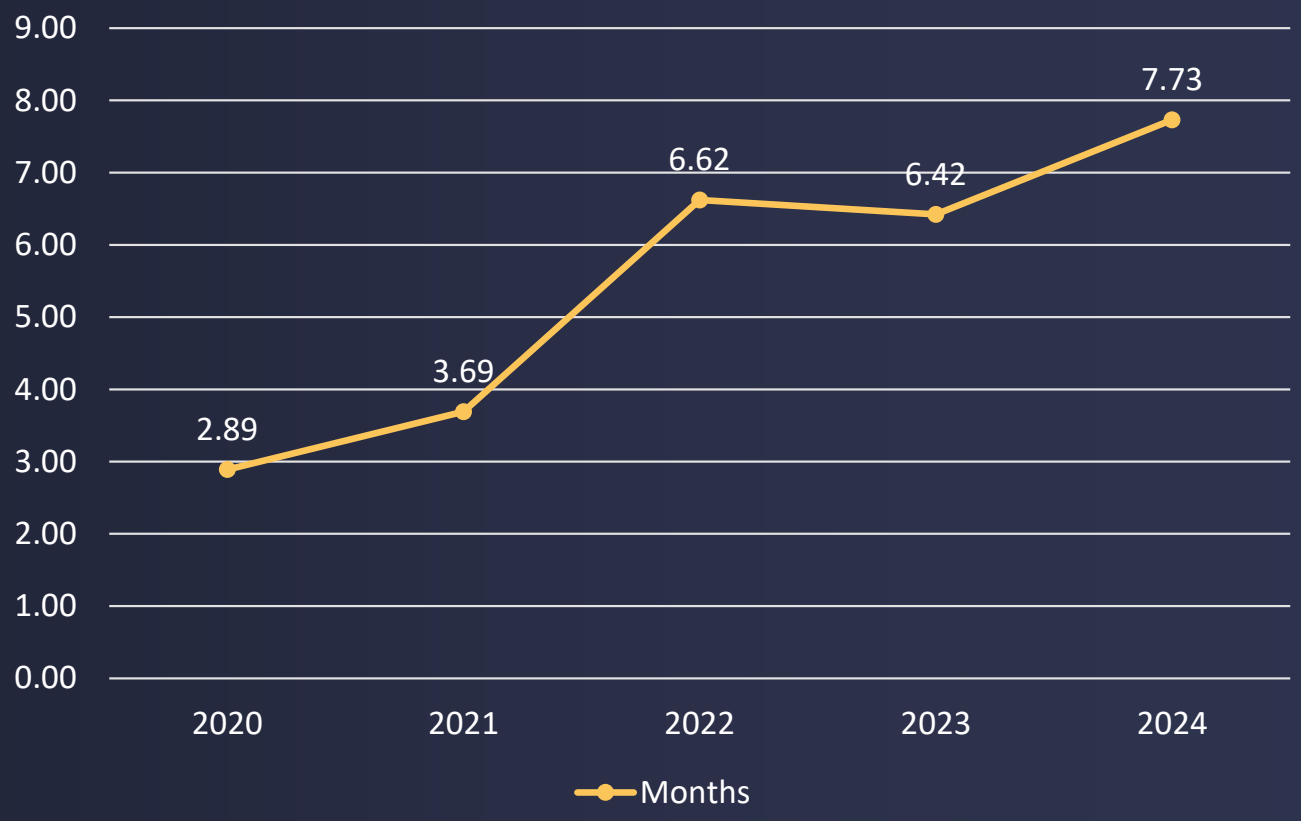
Fund Balance Composition

General Fund



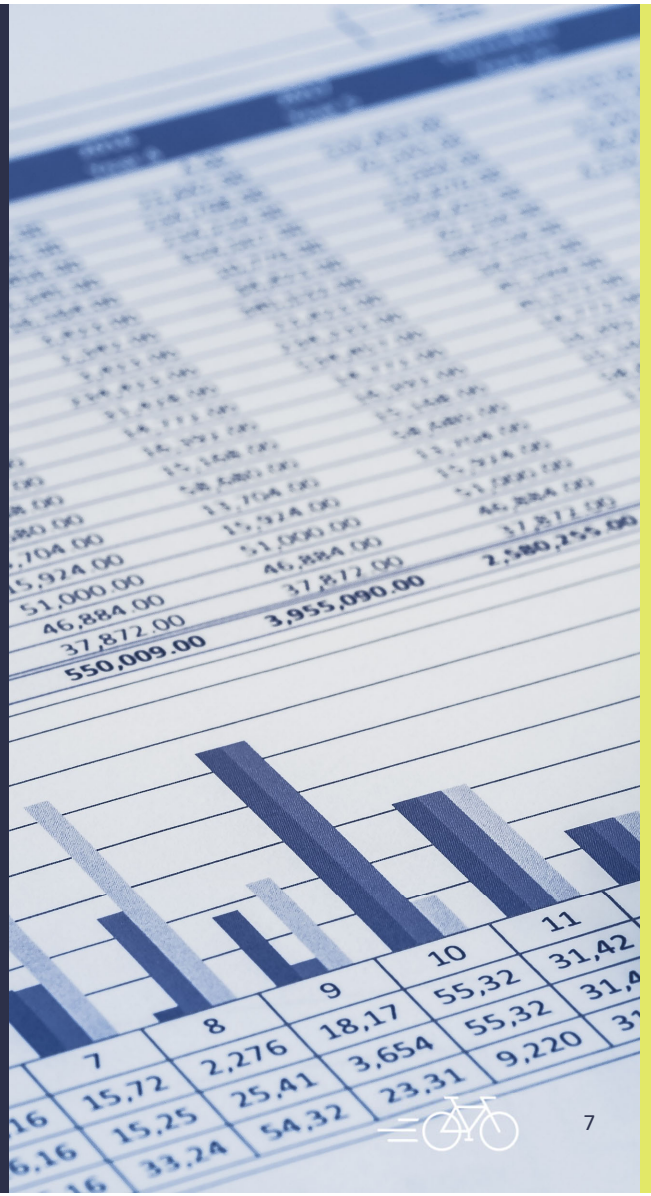
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Number of Months of Operating Expenditures in Unassigned Fund Balance



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Audit Results



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Audit Scope

Report on the ACFR, Landfill Management Escrow Account, and Statement of County Funded Court-Related Functions

Government Auditing Standards Internal control/ Florida management letter

Examination of compliance with investment of public funds and emergency communication number E911 system.

Report on internal control over compliance with major program & state project requirements (Single Audit)

Required governance communications letter

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AUDIT OPINIONS

Financial statement

Financial statement audit opinion is **unmodified**.

Federal & State awards

Federal & state awards audit opinion is **unmodified**.



AUDIT RESULTS

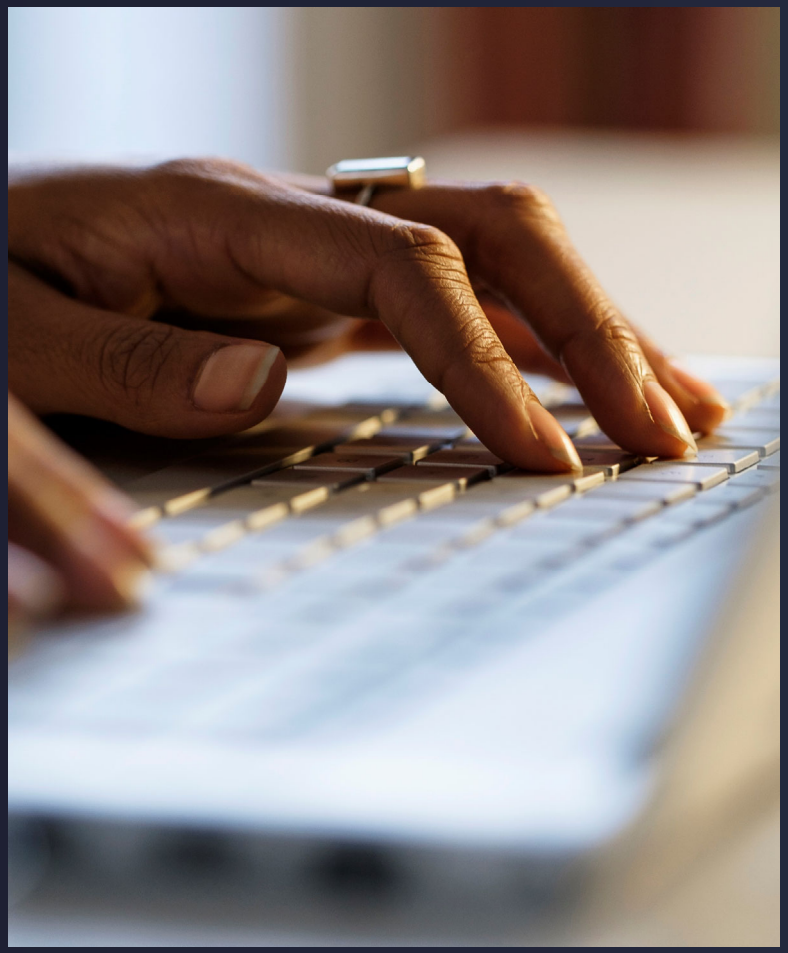
Financial statement

No material weaknesses noted.
One significant deficiency noted.

Federal & State awards

One material weakness noted.
No significant deficiencies noted.

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Findings & Recommendations

2024-001

- Schedule of Expenditures of Federal Awards and State Financial Assistance Errors

2024-002

- Internal control over grant reporting

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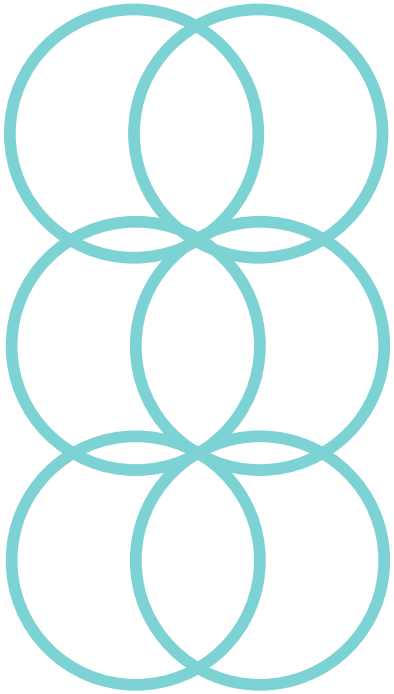
Governance Communications

Overall

- No new accounting policies

Difficulties

- No difficulties in performing the audit
- No disagreements with management



Estimates

- No unusual estimates

Other

- Adjusting journal entries

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Julie S. Fowler, CPA
Signing Director
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CLAconnect.com

CPAs | CONSULTANTS | WEALTH ADVISORS

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Sarah Beth Murphy, Executive Manager of Business and Economic Development**

SUBJECT/TITLE: **Economic Development update to the Board.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Economic Development update to the Board.

FISCAL IMPACT

No fiscal impact.

Attachments: EDO BOCC April 2025.pdf

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

May 2024 Update

About

As a function of the Highlands County Board of County Commissioners, our goal is to create and support a diverse economy by optimizing opportunities for industry expansion, better jobs, and revenue growth.



Leah Sauls
Development Services Director



Sarah Beth Murphy
Executive Manager of Business and Economic Development
Area Focus: Site Development



Yarima Cuencas
Economic Development Manager
Area Focus: Workforce and Education



Kelsie Little
Economic Development Coordinator
Area Focus: Business Retention and Expansion



Ray Royce
Chairman of the Economic Development Commission and Industrial Development Authority



Commissioner Don Elwell
Economic Development Liaison to the County Commission

Activity

October 2024 - April 2025

15
Project Responses

14
Site Visits

25
Community Events

50
Partner Meetings

25
Leads Received

Project Pipeline

We were managing 20 projects; 9 of them had chosen Highlands County at the time.

October 2024

April 2025

Currently, we are managing 21 projects; 8 of which have chosen Highlands County.

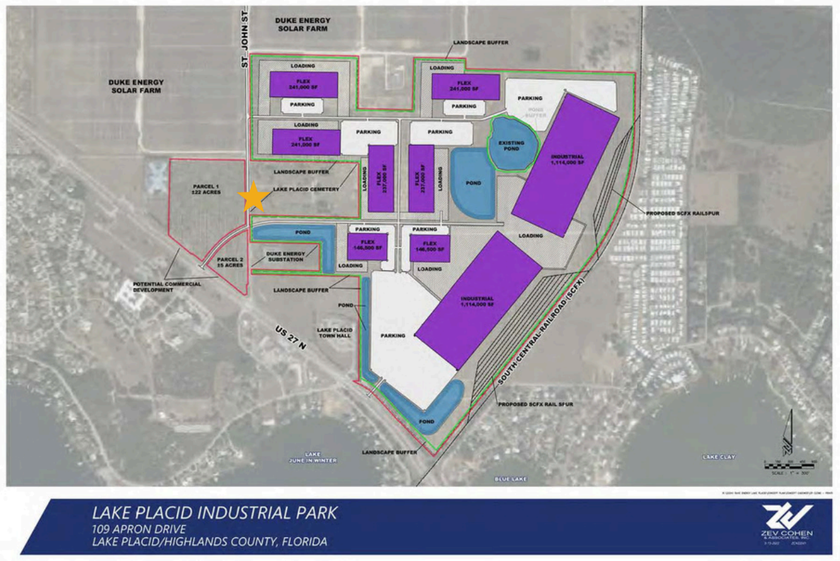
Expected Projects Statistics

Industry	Expected Job Count
Manufacturing	50
Value-Added Agriculture	25
Aviation	40
Distribution	200
Tourism	80
Total	**395**

Potential Projects Statistics

Industry	Expected Job Count
Manufacturing	260
Value-Added Agriculture	70
Distribution	20
Research + Development	25
Total	**375**

Project Highlights



Amazon Distribution Center



High Grove Golf Club



Project Cyclops

Development Trends

Local Workforce Stats:

- Over the last year, Highlands County saw a 2.6% increase in average wages.
- Our unemployment rate is currently 4.9%; over the last year, Highlands County has fluctuated between 4.2% and 5.6%.

Industry Interest:

We have seen an increased interest in:
Health and Wellness
Recycling
Value-added Agriculture

We continue to see interest in:
Distribution
Aviation

Migration Patterns:

While we continue to see interest from the Miami area, we are starting to see more leads coming from:
Florida's West Coast
Southeastern states (VA, KY, GA)

Business Retention & Expansion

Our office is completing our first year with a designated Business Retention & Expansion program. The goal of this program is to identify local businesses' existing and anticipated needs and address those needs through coordinated resources, partnerships, and tools.




NATURA MIST GRAND OPENING
• GALENICA HEALTH •
SEBRING, FLORIDA

Business Retention and Expansion

Business Collaborations

Strangely Warmed

A local coffee roaster that imports coffee beans from Central America and tailors the packaging to suit customer preferences.

NATURA MIST Spray™

A local manufacturer that specializes in non-toxic cleaning and skincare solutions.

Partnership with the SBDC

The Small Business Development Center is a strong partner in our Business Retention and Expansion Program

Strangely Warmed & Galenica Health: SBDC's partnership with Warner University in Lake Wales is giving both small business a chance to revamp their business plan



LEARNING FIRSTHAND

Brewing a business plan

Students from Warner University in Lake Wales listen to Strangely Warmed Coffee co-owner Steve Slaybaugh on Feb. 18 talk about his Sebring business. The group studied some of the coffee samples from different countries during their visit.

College students serving up fresh ideas to Strangely Warmed Coffee

BY GABRIELA CARRASCO
Staff Writer

Students from Warner University in Lake Wales learned firsthand how a company operates by visiting Strangely Warmed Coffee in Sebring on Feb. 18.

Five Business and Finance students from Warner University came to Strangely Warmed Coffee to bring fresh ideas to this local business co-owner Steve Slaybaugh to help him with his business plan. This small business idea started in a church with a friend and a big dream; now it is a reality.

"My dream has come true," Slaybaugh said. He also handles public relations for the company while Orlando Pineda is in charge of marketing and Alberto Perez handles production.

Complimentary cold brewed coffee flavored with vanilla or caramel was for the students to sample at Strangely Warmed Coffee.

COFFEE | 8D

IN SEBRING

Salvador Bermeo and Edlyen Lopez own Natura Mist that offers a new line of non-toxic cleaning products in Sebring.

Couple manufactures non-toxic cleaning solutions

BY GABRIELA CARRASCO
Staff Writer

Health is an issue for everyone, including doctors, specialists, nurses, and the general population. Undoubtedly, there was change before and after the pandemic. Some adapted, and others continued in the process.

Likewise, climate changes have become a factor that affects health, and most people look for solutions in medicines, changes in the environment, and even changes in clothes, without taking into account that cleaning products and even the air are determining factors in the state of health of those around them.

That is something that Natura Mist recognizes. This company was founded in August 2021 by husband and wife team of Edlyen Lopez and Salvador Bermeo, born in Venezuela and united by the passion to help others.

Lopez graduated as a pharmacist from Universidad Central de Venezuela, Bermeo graduated as a nurse from George Mason University, and has a Master's degree in Business Administration from NOVA Southeastern University. Her work in Venezuela began in 2000 with the distribution of medicines

CLEANING | 7D

HIGHLANDS COUNTY

ECONOMIC DEVELOPMENT

Sarah Beth Murphy

Executive Manager of Business and Economic Development

863-402-6906 / smurphy@highlandsfl.gov

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **Request approval of the Interlocal Agreement between Highlands County and the City of Sebring retroactive to October 1, 2024.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the City of Sebring retroactive to October 1, 2024.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is $125,000 which is budgeted in cost center 6101, account 54914 which was approved in the Adopted Budget for FY 24/25.

Attachments: Seb Rec Interlocal FY24-25 4.15.25.pdf
Attachments: City of Seb Statment of Issue 5.6.25.pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE CITY OF SEBRING FOR OPERATION AND MAINTENANCE OF RECREATIONAL FACILITIES

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the CITY OF SEBRING, 368 South Commerce Avenue, Sebring, FL 33870, hereinafter referred to as the "CITY", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" (the "Parties" and each a "Party").

WHEREAS, Florida Statutes, Section 163, authorizes the CITY and COUNTY to enter into an Interlocal Agreement for the provision of efficient and effective services; and

WHEREAS, the CITY owns, operates, and maintains certain recreational facilities which are utilized by both CITY and COUNTY residents; and

WHEREAS, the CITY has requested that the COUNTY cooperate and work with the CITY for the purpose of funding the maintenance and operation of such certain recreational facilities; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interest to enter into an Interlocal Agreement for the purpose of allocating the funds necessary for maintenance and operation of the designated recreational facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the CITY and the COUNTY hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the CITY and used by CITY and COUNTY residents.

3. Procurement. The Parties agree that, where applicable, the CITY shall be responsible for all bidding, contracting and supervision of any outside vendors. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.

4. Terms.

   A. The CITY owns, operates, and maintains public recreational facilities located in the incorporated area of the CITY. Those recreational facilities are used by residents of the COUNTY, some of whom may not necessarily be

residents of the CITY. The CITY has requested that the COUNTY assist the CITY in providing the funding required to operate and maintain the public recreational facilities listed on **Exhibit "A"** to this Agreement ("Project"), retroactively effective for the fiscal year beginning on October 1, 2024, and ending September 30, 2025.

B. The COUNTY agrees to obligate and make available to the CITY up to One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00) to be used for actual operation and maintenance expenditures as provided in the CITY's adopted recreation budget as contained in **Exhibit "B"** for the recreational facilities listed on **Exhibit "A"**.

C. This Interlocal Agreement shall be retroactively effective back to October 1, 2024.

5. Accounting. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect any Project, as well as the right to audit any and all financial records pertaining to any Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Termination. The COUNTY shall have the right to terminate this Interlocal Agreement and demand a refund of all funds paid for any Project for which the CITY fails to comply with the terms and conditions of this Interlocal Agreement, if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY, or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The CITY acknowledges the requirements of Florida Statutes, Section 448.095, and the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) which is incorporated herein by reference. To the extent applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CITY shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CITY shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CITY stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CITY must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. 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.

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

10. Indemnification and Sovereign Immunity.

A. As to any legal action brought by persons or entities who are not a Party to this Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

B. The COUNTY and the CITY expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY or CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount

set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire Agreement between the Parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the Parties hereto.

12. 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 to the CITY. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CITY shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

CITY: CITY of SEBRING
Attention: City Administrator
368 South Commerce Avenue
Sebring, Florida 33870

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

14. Waiver. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of 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.

15. Amendment. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this

Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

16. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by 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 this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a Party to this Interlocal Agreement.

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

18. Recording. The CITY shall record this Agreement as required by the Florida Interlocal Cooperation Act of 1969 immediately following the execution by all of the Parties, and thereafter provide a copy evidencing recordation to the COUNTY.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be duly executed by their proper and duly authorized officers.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Arlene Tuck, Chair

Date: _____

Attest:

_____
Jerome Kaszubowski, Clerk

CITY OF SEBRING

By: _____
John Shoop, Mayor

Date: 4/15/25

Attest:

_____
Kathy Haley, City Clerk

EXHIBIT A

City of Sebring Recreation Facilities – Recreation Interlocal Agreement

Max Long

- Baseball Field #1
- Baseball Field #2
- Baseball Field #3
- Baseball Field #4
- Baseball Field #5
- Baseball Field #6
- T-Ball Field #1
- Softball Field #1
- Softball Field #2
- Soccer Field #1
- Common Areas

Pier Beach

Charlie Brown Park

Skateboard Park

Veteran's Beach

Horseshoe Park

City Hall Tennis Courts

EXHIBIT B

CITY OF SEBRING MAX LONG RECREATION CENTER ESTIMATED TOTAL COST FOR FY 24-25				
FIELD	*FIELD SIZE*	*AGE OF USERS*	*GRASS*	*COST PER YEAR*
BASEBALL #1	300 FT	SENIOR 13-14	BERMUDA-419	$ 33,365.49
BASEBALL #2	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,826.09
BASEBALL #3	300 FT	SENIOR 13-14	BERMUDA-419	$ 33,365.49
BASEBALL #4	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,826.09
BASEBALL #5	300 FT	YOUTH 6-14	BERMUDA-419	$ 33,365.49
BASEBALL #6	300 FT	YOUTH 6-14	BERMUDA-419	$ 33,365.49
T-BALL #1	80-100 FT	CHILD 4-6	BERMUDA-419	$ 32,339.22
SOFTBALL #1	200 FT	GIRLS YOUTH	BERMUDA-419	$ 33,365.49
SOFTBALL #2	200 FT	GIRLS YOUTH	BERMUDA-419	$ 33,365.49
SOCCER #1		ALL	BERMUDA-CELEBRATION	$ 34,865.87
COMMON AREAS			BERMUDA & BAHIA	$ 7,014.29
TOTAL ESTIMATED COST				**$ 338,064.50**

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST FOR FY 24-25	
	COST PER YEAR
PIER BEACH	$ 21,998.56
CHARLIE BROWN PARK	$ 15,744.13
SKATEBOARD PARK	$ 5,794.52
VETERANS BEACH	$ 46,538.62
HORSESHOE PARK	$ 3,416.06
CITY HALL TENNIS COURTS	$ 2,167.71
TOTAL COST ESTIMATE	**$ 95,659.60**

CITY OF SEBRING - PROPOSED RECREATION BUDGET ESTIMATED TOTAL COST FOR FY 24-25	
	COST PER YEAR
TOTAL ESTIMATED COST - MAX LONG	$ 338,064.50
TOTAL ESTIMATED COST - PARKS & BEACHES	$ 95,659.60
TOTAL CITY OF SEBRING ESTIMATED COST	**$ 433,724.10**

CITY OF SEBRING MAX LONG RECREATION CENTER ESTIMATED TOTAL COST FOR FY 24-25				
FIELD	*FIELD SIZE*	*AGE OF USERS*	*GRASS*	*COST PER YEAR*
BASEBALL #1	300 FT	SENIOR 13-14	BERMUDA-419	$ 33,365.49
BASEBALL #2	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,826.09
BASEBALL #3	300 FT	SENIOR 13-14	BERMUDA-419	$ 33,365.49
BASEBALL #4	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,826.09
BASEBALL #5	300 FT	YOUTH 6-14	BERMUDA-419	$ 33,365.49
BASEBALL #6	300 FT	YOUTH 6-14	BERMUDA-419	$ 33,365.49
T-BALL #1	80-100 FT	CHILD 4-6	BERMUDA-419	$ 32,339.22
SOFTBALL #1	200 FT	GIRLS YOUTH	BERMUDA-419	$ 33,365.49
SOFTBALL #2	200 FT	GIRLS YOUTH	BERMUDA-419	$ 33,365.49
SOCCER #1		ALL	BERMUDA-CELEBRATION	$ 34,865.87
COMMON AREAS			BERMUDA & BAHIA	$ 7,014.29
TOTAL ESTIMATED COST				**$ 338,064.50**

MAX LONG RECREATION CENTER ESTIMATED REPAIR, MAINTENANCE AND OPERATING COSTS		
JOB DESCRIPTION	*COST PER MONTH*	*COST PER YEAR*
TRASH COLLECTION	$ 331.12	$ 3,973.48
UTILITIES	$ 4,966.89	$ 59,602.64
INSURANCE	$ 364.23	$ 4,370.75
R & M - CONTRACTS, IRRIGATION, PLAYGROUND, FENCE, NETTING, JANITORIAL, ETC.	$ 1,589.39	$ 19,072.70
OPERATING SUPPLIES	$ 1,423.82	$ 17,085.89
OPERATING - MARKING PAINT	$ 258.28	$ 3,099.42
UNIFORMS	$ 29.13	$ 349.54
GAS AND OIL	$ 437.08	$ 5,244.96
CHEMICALS/FERTILIZER	$ 1,324.51	$ 15,894.07
CLAY	$ 95.35	$ 1,144.23
LANDSCAPING		As Needed
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$ 10,819.81**	**$ 129,837.68**

MAX LONG RECREATION CENTER ESTIMATED WAGES AND BENEFIT COSTS	
	COST PER YEAR
BASEBALL #1	$ 20,369.01
BASEBALL #2	$ 18,829.61
BASEBALL #3	$ 20,369.01
BASEBALL #4	$ 18,829.61
BASEBALL #5	$ 20,369.01
BASEBALL #6	$ 20,369.01
T-BALL #1	$ 19,342.74
SOFTBALL #1	$ 20,369.01
SOFTBALL #2	$ 20,369.01
SOCCER #1	$ 21,996.52
COMMON AREAS	$ 7,014.29
TOTAL WAGES AND BENEFIT COST ESTIMATE	**$ 208,226.82**

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST FOR FY 24-25		
		COST PER YEAR
PIER BEACH	$	21,998.56
CHARLIE BROWN PARK	$	15,744.13
SKATEBOARD PARK	$	5,794.52
VETERANS BEACH	$	46,538.62
HORSESHOE PARK	$	3,416.06
CITY HALL TENNIS COURTS	$	2,167.71
TOTAL COST ESTIMATE	**$**	**95,659.60**

PARKS & BEACHES ESTIMATED REPAIR, MAINTENANCE, AND OPERATING COSTS		
		COST PER YEAR
PIER BEACH	$	9,053.77
CHARLIE BROWN PARK	$	3,686.42
SKATEBOARD PARK	$	3,019.21
VETERANS BEACH	$	21,433.08
HORSESHOE PARK	$	2,211.25
CITY HALL TENNIS COURTS	$	845.69
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$**	**40,249.42**

PARKS & BEACHES ESTIMATED WAGES AND BENEFIT COSTS		
		COST PER YEAR
PIER BEACH	$	12,944.79
CHARLIE BROWN PARK	$	12,057.71
SKATEBOARD PARK	$	2,775.31
VETERANS BEACH	$	25,105.54
HORSESHOE PARK	$	1,204.81
CITY HALL TENNIS COURTS	$	1,322.02
TOTAL WAGES AND BENEFIT COST ESTIMATE	**$**	**55,410.18**

Highlands County

Expenditures By Cost Center - Detail 1 Year

Center: 6101 RECREATION

Fund	Account	Proj/Acct	Title	2023 - 2024 Budget	2023 - 2024 Actuals	Current EOY Projection	2024 - 2025 Request	Variance
005	54913	57200	AVON PARK	$125,000	$0	$0	$125,000	0.0%
			CITY OF AVON PARK RECREATION REQUEST				$125,000	
005	54914	57200	SEBRING	$125,000	$0	$0	$125,000	0.0%
			CITY OF SEBRING RECREATION REQUEST				$125,000	
005	54915	57200	LAKE PLACID	$125,000	$0	$0	$125,000	0.0%
			TOWN OF LAKE PLACID RECREATION REQUEST				$125,000	
005	54955	57200	SUN 'N LAKES-SEBR IMPR DIST	$0	$0	$0	$50,000	100.0%
			SUN 'N LAKES-SEBR IMPR DISTRICT REQUEST				$50,000	
005	54956	57200	SPRING LAKE IMPR DISTRICT	$0	$0	$0	$50,000	100.0%
			SPRING LAKE IMPR DISTRICT				$50,000	
Non Personal Expenditures				**$375,000**	**$0**	**$0**	**$475,000**	**26.7%**
Center: 6101 RECREATION				**$375,000**	**$0**	**$0**	**$475,000**	**26.7%**

The Board of County Commissioners approved on September 17, 2024 a total of $375,000 for FY 24/25 recreation reimbursements for the municipalities. Now we are bringing before the Board the Recreation Interlocal for the City of Sebring.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **Request approval of the Interlocal Agreement between Highlands County and the Spring Lake Improvement District retroactive to October 1, 2024.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the Spring Lake Improvement District retroactive to October 1, 2024.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is $50,000 which is budgeted in cost center 6101, account 54956 which was approved in the Adopted Budget for FY 24/25.

Attachments: Spring Lk Imp Dist Rec Interlocal FY24-25 4.9.25.pdf
Attachments: Spring Lk Statement of Issue 5.6.25.pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE SPRING LAKE IMPROVEMENT DISTRICT
FOR OPERATION AND MAINTENANCE OF
RECREATIONAL FACILITIES

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the Spring Lake Improvement District, an independent special district created pursuant to Florida Statutes, Chapter 189, 115 Spring Lake Boulevard, Sebring, FL 33876, hereinafter referred to as the "DISTRICT", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, the COUNTY and the DISTRICT cooperate and work together for the purpose of funding for the maintenance of certain recreational facilities within Highlands County; and

WHEREAS, the DISTRICT owns, operates, and maintains certain recreational facilities which are utilized by both DISTRICT and COUNTY residents; and

WHEREAS, the DISTRICT has requested that the COUNTY cooperate and work with the DISTRICT for the purpose of funding the maintenance and operation of such certain recreational facilities; and

WHEREAS, the DISTRICT and COUNTY have determined that it is in their best interest to enter into an Interlocal Agreement for the purpose of allocating the funds necessary for maintenance and operation of the designated recreational facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the DISTRICT and the COUNTY hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the DISTRICT and used by DISTRICT and COUNTY residents.

3. Procurement. The Parties agree that, where applicable, the DISTRICT shall be responsible for all bidding, contracting and supervision of any outside vendors. The DISTRICT agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The DISTRICT is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.

4. Terms.

A. The DISTRICT owns, operates, and maintains public recreational facilities located in the incorporated area of the DISTRICT. Those recreational facilities are used by residents of the COUNTY, some of whom may not necessarily be residents of the DISTRICT. The DISTRICT has requested that the COUNTY assist the DISTRICT in providing the funding required to operate and maintain the public recreational facilities listed on **Exhibit "A"** to this Agreement ("Project"), retroactively effective for the fiscal year beginning on October 1, 2024, and ending September 30, 2025.

B. The COUNTY agrees to obligate and make available to the DISTRICT up to Fifty Thousand Dollars and Zero Cents ($50,000.00) to be used for actual operation and maintenance expenditures as provided in the DISTRICT's adopted recreation budget as contained in **Exhibit "B"** for the recreational facilities listed on **Exhibit "A"**.

C. This Interlocal Agreement shall be retroactively effective back to October 1, 2024.

5. Accounting. The DISTRICT shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The DISTRICT shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the DISTRICT, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect any Project, as well as the right to audit any and all financial records pertaining to any Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the DISTRICT refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the DISTRICT will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Termination. The COUNTY shall have the right to terminate this Interlocal Agreement and demand a refund of all funds paid for any Project for which the DISTRICT fails to comply with the terms and conditions of this Interlocal Agreement, if the DISTRICT fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY, or within such additional time as the COUNTY may allow. If the DISTRICT fails to cure such material non-compliance within the time allowed, the DISTRICT agrees to return

those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The DISTRICT acknowledges the requirements of Florida Statutes, Section 448.095, and the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) which is incorporated herein by reference. To the extent applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the DISTRICT shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the DISTRICT shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the DISTRICT stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the DISTRICT must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. 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.

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

10. Indemnification and Sovereign Immunity.

A. As to any legal action brought by persons or entities who are not a Party to this Agreement, to the extent permitted by law, the DISTRICT agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the DISTRICT arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the DISTRICT, the DISTRICT shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

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

11. Public Records.

A. Pursuant to Florida Statutes, Section 119.0701:

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

RECORDS CUSTODIAN: GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.GOV

B. DISTRICT 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 that are exempt or confidential and exempt from public records disclosure requirements are not

disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the DISTRICT 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 DISTRICT or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the DISTRICT transfers all public records to the COUNTY upon completion of the contract, the DISTRICT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the DISTRICT keeps and maintains public records upon completion of the contract, the DISTRICT 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.

12. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire Agreement between the Parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the Parties hereto.

13. 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 to the DISTRICT. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the DISTRICT shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

DISTRICT: Spring Lake Improvement District
Attention: District Manager
115 Spring Lake Boulevard
Sebring, Florida 33876

14. Governing Law and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County,

Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

15. Waiver. Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of 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.

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

17. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by 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 this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a Party to this Interlocal Agreement.

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

19. Recording. The DISTRICT shall record this Agreement as required by the Florida Interlocal Cooperation Act of 1969 immediately following the execution by all of the Parties, and thereafter provide a copy evidencing recordation to the COUNTY.

20. Signatures. This Interlocal 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 signature shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be duly executed by their proper and duly authorized officers.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Arlene Tuck, Chair

Date: _____

Attest:

_____
Jerome Kaszubowski, Clerk

SPRING LAKE IMPROVEMENT DISTRICT

By: Kay Gorham
Kay Gorham, Chair

Date: 4/9/25

Attest:
Diane Angell
DISTRICT Clerk

"EXHIBIT A"

Spring Lake Improvement District
Parks and Recreation Facilities
FY '25

Spring Lake Community Center
Pickleball Courts
Basketball Courts
Pine Breeze Park
Pine Breeze Shelter
Arbuckle Creek Park
Village One Park
Russ Ankrom Park
Bark Park
ECO Park
ECO Park West

"EXHIBIT B"

Spring Lake Improvement District
Statement of Revenues and Expenditures - P&L Board by Department
001 - General Fund
From 10/1/2024 Through 9/30/2025

	Current Year - Actual	YTD Budget - Original	YTD Budget - Revised	Total Budget	Total Budget - Variance	%
Income						
TAX ASSESSMENTS						
Parks Assessments						
Parks	279,687.73	410,327.00	0.00	410,327.00	(130,639.27)	68.16%
Total TAX ASSESSMENTS	279,687.73	410,327.00	0.00	410,327.00	(130,639.27)	68.16%
BILLING						
County Right of Ways						
Parks	6,294.54	50,000.00	0.00	50,000.00	(43,705.46)	12.59%
COUNTY PARKS						
Parks	0.00	75,000.00	0.00	75,000.00	(75,000.00)	0.00%
Total BILLING	6,294.54	125,000.00	0.00	125,000.00	(118,705.46)	5.04%
OTHER REVENUE SOURCES						
Community Center Revenue						
Parks	300.00	0.00	0.00	0.00	300.00	0.00%
Interest Income						
Parks	558.32	1,500.00	0.00	1,500.00	(941.68)	37.22%
Total OTHER REVENUE SOURCES	858.32	1,500.00	0.00	1,500.00	(641.68)	57.22%
Total Income	286,840.59	536,827.00	0.00	536,827.00	(249,986.41)	53.43%
Expenses						
PERSONNEL						
Salaries						
Parks	51,127.84	187,259.00	0.00	187,259.00	136,131.16	27.30%
FICA						
Parks	3,985.14	14,325.00	0.00	14,325.00	10,339.86	27.82%
Pension						
Parks	2,418.28	8,041.00	0.00	8,041.00	5,622.72	30.07%
Health Insurance						
Parks	12,954.16	33,691.00	0.00	33,691.00	20,736.84	38.45%
Worker's Compensation						
Parks	3,898.18	10,500.00	0.00	10,500.00	6,601.82	37.13%
Unemployement						
Parks	0.00	1,065.00	0.00	1,065.00	1,065.00	0.00%
Total PERSONNEL	74,383.60	254,881.00	0.00	254,881.00	180,497.40	29.18%
MANAGEMENT						
Supervisor Fees						
Parks	200.00	600.00	0.00	600.00	400.00	33.33%
Legal Advertising						
Parks	0.00	100.00	0.00	100.00	100.00	0.00%
Memberships						
Parks	177.20	300.00	0.00	300.00	122.80	59.07%
Attorney						
Parks	400.00	1,400.00	0.00	1,400.00	1,000.00	28.57%
Legal						

Spring Lake Improvement District
Statement of Revenues and Expenditures - P&L Board by Department
001 - General Fund
From 10/1/2024 Through 9/30/2025

	Current Year - Actual	YTD Budget - Original	YTD Budget - Revised	Total Budget	Total Budget - Variance	%
Parks	177.90	0.00	0.00	0.00	(177.90)	0.00%
Grant Management						
Parks	4,635.00	9,270.00	0.00	9,270.00	4,635.00	50.00%
Total MANAGEMENT FEES	5,590.10	11,670.00	0.00	11,670.00	6,079.90	47.90%
Tax Collection Fees						
Parks	8,360.12	7,000.00	0.00	7,000.00	(1,360.12)	119.43%
Total FEES	8,360.12	7,000.00	0.00	7,000.00	(1,360.12)	119.43%
OPERATING						
Computer Services						
Parks	973.42	3,000.00	0.00	3,000.00	2,026.58	32.45%
Refuse Removal						
Parks	956.92	2,750.00	0.00	2,750.00	1,793.08	34.80%
Pest Control						
Parks	74.00	400.00	0.00	400.00	326.00	18.50%
Telephone						
Parks	1,123.86	4,250.00	0.00	4,250.00	3,126.14	26.44%
Electric - Offices						
Parks	227.64	800.00	0.00	800.00	572.36	28.46%
Insurance						
Parks	8,941.44	8,950.00	0.00	8,950.00	8.56	99.90%
Office Supplies						
Parks	364.47	1,400.00	0.00	1,400.00	1,035.53	26.03%
Postage						
Parks	132.51	100.00	0.00	100.00	(32.51)	132.51%
Fuel & Lubricants						
Parks	3,948.57	13,000.00	0.00	13,000.00	9,051.43	30.37%
Uniform Rental						
Parks	683.72	1,875.00	0.00	1,875.00	1,191.28	36.47%
Shop Tools and Supplies						
Parks	907.93	2,500.00	0.00	2,500.00	1,592.07	36.32%
Operating Equipment						
Parks	206.23	3,000.00	0.00	3,000.00	2,793.77	6.87%
Electric - Parks & Median Signs						
Parks	1,242.27	4,500.00	0.00	4,500.00	3,257.73	27.61%
Total OPERATING	19,782.98	46,525.00	0.00	46,525.00	26,742.02	42.52%
MAINTENANCE						
Janitorial						
Parks	1,017.02	3,000.00	0.00	3,000.00	1,982.98	33.90%
Maintenance - Vehicle						
Parks	0.00	1,500.00	0.00	1,500.00	1,500.00	0.00%
Maintenance-Parks						
Parks	14,960.62	25,000.00	0.00	25,000.00	10,039.38	59.84%
Total MAINTENANCE	15,977.64	29,500.00	0.00	29,500.00	13,522.36	54.16%
CAPITAL OUTLAY						
Capital Outlay						
Parks	7,000.00	182,250.00	0.00	182,250.00	175,250.00	3.84%

Spring Lake Improvement District
Statement of Revenues and Expenditures - P&L Board by Department
001 - General Fund
From 10/1/2024 Through 9/30/2025

	Current Year - Actual	YTD Budget - Original	YTD Budget - Revised	Total Budget	Total Budget - Variance	%
Total CAPITAL OUTLAY	7,000.00	182,250.00	0.00	182,250.00	175,250.00	3.84%
RENEWAL & REPLACEMENT						
Renewal & Replacement						
Parks	610.30	5,000.00	0.00	5,000.00	4,389.70	12.21%
Total RENEWAL & REPLACEMENT	610.30	5,000.00	0.00	5,000.00	4,389.70	12.21%
Total Expenses	131,704.74	536,826.00	0.00	536,826.00	405,121.26	24.53%
Net Income	155,135.85	1.00	0.00	1.00	155,134.85	...84.38%

SCHEDULE OF PERSONNEL
ALL FUNDS FY 2024

Employee Name	Pay Rate	Department	%	Wages	Fica	Pension	Health	Worker's Comp
Diane Angell	$35.00	General Govt.	85%	$61,880.00	$4,733.82	$3,712.80	$11,198.75	$2,125.00
		Drainage	5%	$3,640.00	$278.46	$218.40	$658.75	$125.00
		Water	5%	$3,640.00	$278.46	$218.40	$658.75	$125.00
		Lot Mowing	3%	$2,184.00	$167.08	$131.04	$395.25	$75.00
		Wastewater	2%	$1,456.00	$111.38	$87.36	$263.50	$50.00
			100%	**$72,800.00**	**$5,569.20**	**$4,368.00**	**$13,175.00**	**$2,500.00**
Cindy Bacon	$21.00	General Govt.	15%	$6,552.00	$501.23	$393.12	$1,976.25	$375.00
		Parks	15%	$6,552.00	$501.23	$393.12	$1,976.25	$375.00
		Water	60%	$26,208.00	$2,004.91	$1,572.48	$7,905.00	$1,500.00
		Wastewater	10%	$4,368.00	$334.15	$262.08	$1,317.50	$250.00
			100%	**$43,680.00**	**$3,341.52**	**$2,620.80**	**$13,175.00**	**$2,500.00**
TBD	$17.00	Drainage	30%	$10,608.00	$811.51	$636.48	$1,107.60	$750.00
		Parks	20%	$7,072.00	$541.01	$424.32	$738.40	$500.00
		Lot Mowing	50%	$17,680.00	$1,352.52	$1,060.80	$1,846.00	$1,250.00
			100%	**$35,360.00**	**$2,705.04**	**$2,121.60**	**$3,692.00**	**$2,500.00**
Lamar Blount	$20.00	Drainage	50%	$20,800.00	$1,591.20	$1,248.00	$1,846.00	$1,250.00
		Parks	10%	$4,160.00	$318.24	$249.60	$369.20	$250.00
		Lot Mowing	40%	$16,640.00	$1,272.96	$998.40	$1,476.80	$1,000.00
			100%	**$41,600.00**	**$3,182.40**	**$2,496.00**	**$3,692.00**	**$2,500.00**
Joe DeCerbo	$46.66	General Govt.	80%	$77,642.24	$5,939.63	$4,658.53	$10,000.00	$2,000.00
		Drainage	10%	$9,705.28	$742.45	$582.32	$1,250.00	$250.00
		Parks	10%	$9,705.28	$742.45	$582.32	$1,250.00	$250.00
			100%	**$97,052.80**	**$7,424.54**	**$5,823.17**	**$12,500.00**	**$2,500.00**
Jackie Deese	$26.00	Drainage	35%	$18,928.00	$1,447.99	$1,135.68	$4,611.25	$875.00
		Parks	10%	$5,408.00	$413.71	$324.48	$1,317.50	$250.00
		Mosquito	5%	$2,704.00	$206.86	$162.24	$658.75	$125.00
		Water	5%	$2,704.00	$206.86	$162.24	$658.75	$125.00
		Lot Mowing	40%	$21,632.00	$1,654.85	$1,297.92	$5,270.00	$1,000.00
		Wastewater	5%	$2,704.00	$206.86	$162.24	$658.75	$125.00
			100%	**$54,080.00**	**$4,137.12**	**$3,244.80**	**$13,175.00**	**$2,500.00**
Kyle Murray	$22.00	Mosquito	5%	$2,288.00	$175.03	$137.28	$658.75	$125.00
		Water	75%	$34,320.00	$2,625.48	$2,059.20	$9,881.25	$1,875.00
		Wastewater	20%	$9,152.00	$700.13	$549.12	$2,635.00	$500.00
			100%	**$45,760.00**	**$3,500.64**	**$2,745.60**	**$13,175.00**	**$2,500.00**
Randy Nelson	$31.25	Drainage	70%	$45,500.00	$3,480.75	$2,730.00	$9,222.50	$1,750.00
		Parks	5%	$3,250.00	$248.63	$195.00	$658.75	$125.00
		Mosquito	5%	$3,250.00	$248.63	$195.00	$658.75	$125.00
		Water	5%	$3,250.00	$248.63	$195.00	$658.75	$125.00
		Lot Mowing	10%	$6,500.00	$497.25	$390.00	$1,317.50	$250.00
		Wastewater	5%	$3,250.00	$248.63	$195.00	$658.75	$125.00
			100%	**$65,000.00**	**$4,972.50**	**$3,900.00**	**$13,175.00**	**$2,500.00**
Ariel Perez	$20.00	Drainage	10%	$4,160.00	$318.24	$249.60	$1,317.50	$250.00
		Parks	40%	$16,640.00	$1,272.96	$998.40	$5,270.00	$1,000.00
		Lot Mowing	50%	$20,800.00	$1,591.20	$1,248.00	$6,587.50	$1,250.00
			100%	**$41,600.00**	**$3,182.40**	**$2,496.00**	**$13,175.00**	**$2,500.00**

Employee Name	Pay Rate	Department	%	Wages	Fica	Pension	Health	Worker's Comp
Torrey Riley	$17.50	Drainage	20%	$7,280.00	$556.92	$436.80	$2,635.00	$500.00
		Parks	20%	$7,280.00	$556.92	$436.80	$2,635.00	$500.00
		Lot Mowing	60%	$21,840.00	$1,670.76	$1,310.40	$7,905.00	$1,500.00
			100%	**$36,400.00**	**$2,784.60**	**$2,184.00**	**$13,175.00**	**$2,500.00**
Israel Serrano	$42.00	Water	70%	$61,152.00	$4,678.13	$3,669.12	$9,222.50	$1,750.00
		Wastewater	30%	$26,208.00	$2,004.91	$1,572.48	$3,952.50	$750.00
			100%	**$87,360.00**	**$6,683.04**	**$5,241.60**	**$13,175.00**	**$2,500.00**
Clay Shrum	$42.00	Water	50%	$43,680.00	$3,341.52	$2,620.80	$6,587.50	$1,250.00
		Wastewater	50%	$43,680.00	$3,341.52	$2,620.80	$6,587.50	$1,250.00
			100%	**$87,360.00**	**$6,683.04**	**$5,241.60**	**$13,175.00**	**$2,500.00**
Matt Thompson	$24.00	Water	50%	$24,960.00	$1,909.44	$1,497.60	$6,587.50	$1,250.00
		Wastewater	50%	$24,960.00	$1,909.44	$1,497.60	$6,587.50	$1,250.00
			100%	**$49,920.00**	**$3,818.88**	**$2,995.20**	**$13,175.00**	**$2,500.00**
Al Verdier	$21.00	Drainage	15%	$6,552.00	$501.23	$393.12	$1,976.25	$375.00
		Parks	80%	$34,944.00	$2,673.22	$2,096.64	$10,540.00	$2,000.00
		Water	5%	$2,184.00	$167.08	$131.04	$658.75	$125.00
			100%	**$43,680.00**	**$3,341.52**	**$2,620.80**	**$13,175.00**	**$2,500.00**
Vince Ward	$20.00	Water	**100%**	**$41,600.00**	**$3,182.40**	**$2,496.00**	**$ 13,175.00**	**$ 2,500.00**
Mosquito Spraying		**Mosquito**	**100%**	**$6,000.00**	**$459.00**	**$360.00**	**$ -**	**$ -**
ON Call Water		**Water**	**100%**	**$0.00**	**$0.00**	**$0.00**	**$ -**	**$ -**
ON Call Field		**Drainage**	**50%**	**$0.00**	**$0.00**	**$0.00**		
		Parks	**50%**	**$0.00**	**$0.00**	**$0.00**		
				$849,252.80	**$64,967.84**	**$50,955.17**	**$177,984.00**	**$37,500.00**

Unemployment

$850.00	17.000%	General Govt	$146,074.24	$11,044.53	$8,662.38	$30,257.28	$6,375.00
$750.00	15.000%	Drainage	$127,173.28	$9,745.18	$7,643.28	$26,697.60	$5,625.00
$550.00	11.000%	Parks	$95,011.28	$7,146.46	$5,605.07	$19,578.24	$4,125.00
$100.00	2.000%	Mosquito	$14,242.00	$1,299.36	$1,019.10	$3,559.68	$750.00
$1,450.00	29.000%	Water	$243,698.00	$18,840.67	$14,777.00	$51,615.36	$10,875.00
$650.00	13.000%	Lot Mowing	$107,276.00	$8,445.82	$6,624.17	$23,137.92	$4,875.00
$650.00	13.000%	Wastewater	$115,778.00	$8,445.82	$6,624.17	$23,137.92	$4,875.00
$5,000.00	100.000%		$849,252.80	$64,967.84	$50,955.17	$177,984.00	$37,500.00

Highlands County

Expenditures By Cost Center - Detail 1 Year

Center: 6101 RECREATION

Fund	Account	Proj/Acct	Title	2023 - 2024 Budget	2023 - 2024 Actuals	Current EOY Projection	2024 - 2025 Request	Variance
005	54913	57200	AVON PARK	$125,000	$0	$0	$125,000	0.0%
			CITY OF AVON PARK RECREATION REQUEST				$125,000	
005	54914	57200	SEBRING	$125,000	$0	$0	$125,000	0.0%
			CITY OF SEBRING RECREATION REQUEST				$125,000	
005	54915	57200	LAKE PLACID	$125,000	$0	$0	$125,000	0.0%
			TOWN OF LAKE PLACID RECREATION REQUEST				$125,000	
005	54955	57200	SUN 'N LAKES-SEBR IMPR DIST	$0	$0	$0	$50,000	100.0%
			SUN 'N LAKES-SEBR IMPR DISTRICT REQUEST				$50,000	
005	54956	57200	SPRING LAKE IMPR DISTRICT	$0	$0	$0	$50,000	100.0%
			SPRING LAKE IMPR DISTRICT				$50,000	
Non Personal Expenditures				**$375,000**	**$0**	**$0**	**$475,000**	**26.7%**
Center: 6101 RECREATION				**$375,000**	**$0**	**$0**	**$475,000**	**26.7%**

The Board of County Commissioners approved on September 17, 2024, a total of $100,000 for FY 24/25 recreation reimbursements. Now we are bringing before the Board the Recreation Interlocal for the Spring Lake Improvement District.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

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

SUBJECT/TITLE: **Request authorization to purchase polyethylene pipes and couplers from Core and Main LP in an amount not to exceed $30,000 pursuant to ITB 25-011.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the purchase of polyethylene pipes and couplers from Core and Main LP in an amount not to exceed $30,000 pursuant to ITB 25-011.

FISCAL IMPACT

The fiscal impact is approximately $30,000.00 from (Fund 110) Transportation Trust. These funds have already been budgeted and are available.

Attachments: Statement of Issue, ITB 25-011 Core and Main.pdf
Attachments: 25-011-QLS Recommendation for Award.pdf

Road and Bridge
ITB 25-011 Core and Main LP
May 6, 2025
Statement of Issue:

Attached for your approval is ITB 25-011 between Core and Main LP and Highlands County for polyethylene pipes and couplers. Please note this ITB was approved for 2 separate vendors.
TERM: The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis". The initial term of the Contract shall be for three (3) year term from the date of the Board approval. Upon mutual agreement of the parties, the contract may be renewed for two (2) one (1) year terms, at the same pricing. A Price Adjustment Clause is included in this solicitation. Prices shall remain firm for 1 year. Contractor must apply for Price Adjustment thirty (30) days prior to anniversary date and justify increase or decrease. Please note Purchase orders are being used as the agreement. The Funds are already budgeted so there is no fiscal impact.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD

ITB 25-011-QLS

Polyethylene Pipes and Couplers

Bid Opening Date:
3/12/2025

	LOCAL VENDOR	TOTAL	*	RANK
Core and Main LP	No	See Itemized Bid Form		
Fortiline, Inc. d/b/a Fortiline Waterworks	No	See Itemized Bid Form		

*** denotes corrective total due to mathematical error**

Local Preference was not used to award this project.

Notice of Intent to Award is posted to Highlandsfl.gov at 4:00 P.M. on 3/25/2025

End of protest period: 3/28/2025

TERM: The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis". The initial term of the Contract shall be for three (3) year term from the date of the Board approval. Upon mutual agreement of the parties, the contract may be renewed for two (2) one (1) year terms, at the same pricing. A Price Adjustment Clause is included in this solicitation. Prices shall remain firm for 1 year. Contractor must apply for Price Adjustment thirty (30) days prior to anniversary date and justify increase or decrease.

Recommendation:
Recommend award to the lowest responsive and responsible bidder by line itme on the attached spreadsheet.

Angie McCall — Apr 3, 2025

Angie McCall, Office Manager Road and Bridge — Date

Stacy Quillen — Apr 3, 2025

Stacy Quillen, Procurement Manager — Date

Recommendation approved by:

J D Langford — Apr 3, 2025

Laurie Hurner, County Administrator or Designee
Designee James D. Langford, Asst County Administrator — Date

25-011-QLS Recommendation for Award

Final Audit Report 2025-04-03

Created:	2025-04-03
By:	Rafael Vazquez (rvazquez@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3CC4gesYHnTTGVWVrxbrqotR3rTaxjRk

"25-011-QLS Recommendation for Award" History

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Agreement completed.
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ITB 25-011 Polyethylene Pipes & Couplers

Itemized Bid Form

Vendor: Core & Main LP

PIPE SIZE	(3A) PERF TYPE(3A) PERF TYPE CP W/KNITTED FABRIC (Price per foot) (PRICE PER FT)	(4A) NON PERF Type C (PRICE PER FT)	(5A) SMOOTH Bore NP (PRICE PER FT)	(6A) SMOOTH Bore w/Knitted Fabric (PRICE PER FT)
8"	No Bid	No Bid	$7.53	$8.39
10"	No Bid	No Bid	$11.01	$12.19
12"	No Bid	No Bid	$12.25	$13.69
15"	No Bid	No Bid	$17.07	$18.89
18"	No Bid	No Bid	$22.97	$25.55
24"	No Bid	No Bid	$38.43	$42.24
30"	No Bid	No Bid	$55.16	No Bid
36"	No Bid	No Bid	$65.25	No Bid

COUPLER SIZE	(3B) PERF TYPE C (PRICE PER EA)	(4B) SPLIT CPL Non Perf Type C (PRICE PER EA)	(5B) CPCL W/GASKET Smooth Bore NP (PRICE PER EA)	(6B) SMOOTH Bore Perf. W/Knitted Fabric (PRICE PER EA)
8"	No Bid	$12.78	No Bid	No Bid
10"	No Bid	$17.58	No Bid	No Bid
12"	No Bid	$19.82	No Bid	No Bid
15"	No Bid	$33.01	No Bid	No Bid
18"	No Bid	$56.27	No Bid	No Bid
24"	No Bid	$79.35	No Bid	No Bid
30"	No Bid	$184.47	No Bid	No Bid
36"	No Bid	$256.66	No Bid	No Bid

Fortiline Inc., d/b/a Fortiline Waterworks

PIPE SIZE	(3A) PERF TYPE(3A) PERF TYPE CP W/KNITTED FABRIC (Price per foot) (PRICE PER FT)	(4A) NON PERF Type C (PRICE PER FT)	(5A) SMOOTH Bore NP (PRICE PER FT)	(6A) SMOOTH Bore w/Knitted Fabric (PRICE PER FT)
8"	$8.10	$7.30	No Bid	No Bid
10"	$11.75	$10.65	No Bid	No Bid
12"	$13.30	$11.85	No Bid	No Bid
15"	$18.40	$16.55	No Bid	No Bid
18"	$24.90	$22.25	No Bid	No Bid
24"	$40.95	$37.15	No Bid	No Bid
30"	Not Avaiable	$53.35	No Bid	No Bid
36"	Not Avaiable	$63.10	No Bid	No Bid

COUPLER SIZE	(3B) PERF TYPE C (PRICE PER EA)	(4B) SPLIT CPL Non Perf Type C (PRICE PER EA)	(5B) CPCL W/GASKET Smooth Bore NP (PRICE PER EA)	(6B) SMOOTH Bore Perf. W/Knitted Fabric (PRICE PER EA)
8"	$12.20	$12.20	No Bid	No Bid
10"	$16.80	$16.80	No Bid	No Bid
12"	$18.95	$18.95	No Bid	No Bid
15"	$31.52	$31.52	No Bid	No Bid
18"	$53.75	$53.75	No Bid	No Bid
24"	$75.80	$75.80	No Bid	No Bid
30"	$176.20	$176.20	No Bid	No Bid
36"	$245.15	$245.15	No Bid	No Bid

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

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

SUBJECT/TITLE: **Request authorization to purchase polyethylene pipes and couplers from Fortiline Waterworks in an amount not to exceed $30,000 pursuant to ITB 25-011.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the purchase of polyethylene pipes and couplers from Fortiline Waterworks in an amount not to exceed $30,000 pursuant to ITB 25-011.

FISCAL IMPACT

The fiscal impact is approximately $30,000.00 from (Fund 110) Transportation Trust. These funds have already been budgeted and are available.

Attachments: Statement of Issue, ITB 25-011 Fortiline Waterworks.pdf
Attachments: 25-011-QLS Recommendation for Award.pdf

Road and Bridge
ITB 25-011 Fortiline, Inc d/b/a Fortiline Waterworks
May 6, 2025
Statement of Issue:

Attached for your approval is ITB 25-011 between Fortiline Waterworks and Highlands County for polyethylene pipes and couplers. Please note this ITB was approved for 2 separate vendors.
TERM: The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis". The initial term of the Contract shall be for three (3) year term from the date of the Board approval. Upon mutual agreement of the parties, the contract may be renewed for two (2) one (1) year terms, at the same pricing. A Price Adjustment Clause is included in this solicitation. Prices shall remain firm for 1 year. Contractor must apply for Price Adjustment thirty (30) days prior to anniversary date and justify increase or decrease. Please note Purchase orders are being used as the agreement. The Funds are already budgeted so there is no fiscal impact.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD

ITB 25-011-QLS

Polyethylene Pipes and Couplers

Bid Opening Date:
3/12/2025

	LOCAL VENDOR	TOTAL	*	RANK
Core and Main LP	No	See Itemized Bid Form		
Fortiline, Inc. d/b/a Fortiline Waterworks	No	See Itemized Bid Form		

*** denotes corrective total due to mathematical error**

Local Preference was not used to award this project.

Notice of Intent to Award is posted to Highlandsfl.gov at 4:00 P.M. on 3/25/2025

End of protest period: 3/28/2025

TERM: The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis". The initial term of the Contract shall be for three (3) year term from the date of the Board approval. Upon mutual agreement of the parties, the contract may be renewed for two (2) one (1) year terms, at the same pricing. A Price Adjustment Clause is included in this solicitation. Prices shall remain firm for 1 year. Contractor must apply for Price Adjustment thirty (30) days prior to anniversary date and justify increase or decrease.

Recommendation:
Recommend award to the lowest responsive and responsible bidder by line itme on the attached spreadsheet.

Angie McCall — Apr 3, 2025

Angie McCall, Office Manager Road and Bridge — Date

Stacy Quillen — Apr 3, 2025

Stacy Quillen, Procurement Manager — Date

Recommendation approved by:

J D Langford — Apr 3, 2025

Laurie Hurner, County Administrator or Designee
Designee James D. Langford, Asst County Administrator — Date

25-011-QLS Recommendation for Award

Final Audit Report 2025-04-03

Created:	2025-04-03
By:	Rafael Vazquez (rvazquez@highlandsfl.gov)
Status:	Signed
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"25-011-QLS Recommendation for Award" History

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Agreement completed.
2025-04-03 - 7:20:50 PM GMT

ITB 25-011 Polyethylene Pipes & Couplers

Itemized Bid Form

Vendor: Core & Main LP

PIPE SIZE	(3A) PERF TYPE(3A) PERF TYPE CP W/KNITTED FABRIC (Price per foot) (PRICE PER FT)	(4A) NON PERF Type C (PRICE PER FT)	(5A) SMOOTH Bore NP (PRICE PER FT)	(6A) SMOOTH Bore w/Knitted Fabric (PRICE PER FT)
8"	No Bid	No Bid	$7.53	$8.39
10"	No Bid	No Bid	$11.01	$12.19
12"	No Bid	No Bid	$12.25	$13.69
15"	No Bid	No Bid	$17.07	$18.89
18"	No Bid	No Bid	$22.97	$25.55
24"	No Bid	No Bid	$38.43	$42.24
30"	No Bid	No Bid	$55.16	No Bid
36"	No Bid	No Bid	$65.25	No Bid

COUPLER SIZE	(3B) PERF TYPE C (PRICE PER EA)	(4B) SPLIT CPL Non Perf Type C (PRICE PER EA)	(5B) CPCL W/GASKET Smooth Bore NP (PRICE PER EA)	(6B) SMOOTH Bore Perf. W/Knitted Fabric (PRICE PER EA)
8"	No Bid	$12.78	No Bid	No Bid
10"	No Bid	$17.58	No Bid	No Bid
12"	No Bid	$19.82	No Bid	No Bid
15"	No Bid	$33.01	No Bid	No Bid
18"	No Bid	$56.27	No Bid	No Bid
24"	No Bid	$79.35	No Bid	No Bid
30"	No Bid	$184.47	No Bid	No Bid
36"	No Bid	$256.66	No Bid	No Bid

Fortiline Inc., d/b/a Fortiline Waterworks

PIPE SIZE	(3A) PERF TYPE(3A) PERF TYPE CP W/KNITTED FABRIC (Price per foot) (PRICE PER FT)	(4A) NON PERF Type C (PRICE PER FT)	(5A) SMOOTH Bore NP (PRICE PER FT)	(6A) SMOOTH Bore w/Knitted Fabric (PRICE PER FT)
8"	$8.10	$7.30	No Bid	No Bid
10"	$11.75	$10.65	No Bid	No Bid
12"	$13.30	$11.85	No Bid	No Bid
15"	$18.40	$16.55	No Bid	No Bid
18"	$24.90	$22.25	No Bid	No Bid
24"	$40.95	$37.15	No Bid	No Bid
30"	Not Avaiable	$53.35	No Bid	No Bid
36"	Not Avaiable	$63.10	No Bid	No Bid

COUPLER SIZE	(3B) PERF TYPE C (PRICE PER EA)	(4B) SPLIT CPL Non Perf Type C (PRICE PER EA)	(5B) CPCL W/GASKET Smooth Bore NP (PRICE PER EA)	(6B) SMOOTH Bore Perf. W/Knitted Fabric (PRICE PER EA)
8"	$12.20	$12.20	No Bid	No Bid
10"	$16.80	$16.80	No Bid	No Bid
12"	$18.95	$18.95	No Bid	No Bid
15"	$31.52	$31.52	No Bid	No Bid
18"	$53.75	$53.75	No Bid	No Bid
24"	$75.80	$75.80	No Bid	No Bid
30"	$176.20	$176.20	No Bid	No Bid
36"	$245.15	$245.15	No Bid	No Bid

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Corey Amundsen, Emergency Management Manager**

SUBJECT/TITLE: **Request approval of the Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Drone Replacement Program Financial Assistance Agreement between Florida Department of Law Enforcement and Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue.pdf
Attachments: FY2024-25-Drone-Program-Agreement.aspx.pdf

Statement of Issue

The purpose of this Financial Assistance Agreement is to support our agency's participation in the Drone Replacement Program, which is designed to ensure compliance with Florida state statutes regarding the use of unmanned aerial systems (UAS). Our agency currently possesses drones that, due to recent changes in state statute, are no longer authorized for official use. This program will provide funding to buy back the non-compliant drones and assist us in procuring two new drones that meet all current legal and operational requirements.

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
Highlands County

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024 **Project End Date:** 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308
Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614
Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us
Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor
Name: Tennille Robinette
Title: Senior Management Analyst Supervisor
Phone: 850-617-1268 or 850-661-9295
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)

Name: Laurie Hurner
Title: County Administrator
Phone: 863-402-6500
Email: lhurner@highlandsfl.gov

Chief Official
(please print)

Name: Arlene Tuck
Title: Chair
Phone: 863-402-6500
Email: atuck@highlandsfl.gov

Financial Contact:
(please print)

Name: Tanya Cannady
Title: Business Services Director
Phone: 863-402-6500
Email: tcanady@highlandsfl.gov

Alternate Point-of- Contact
(please print)

Name: Corey Amundsen
Title: Emergency Manager
Phone: 863-402-7600
Email: camundsen@highlandsfl.gov

Recipient's Vendor ID (FEID/EIN): 596000655

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: Highlands County
Address 1: 600 S. Commerce Ave
Address 2:
City, State, Zip: Sebring, FL 33870

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
Highlands County

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: Arlene Tuck, Chair

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Certification Form

Recipient: **Highlands County**

Select One: ☑ **New Participant** ☐ **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	298DG7H00143SW	DJI	Mavic 2 Ent	4/7/2020	$ 3,837.05
2	4GCCJ8RR0A0MNP	DJI	Mavic 2 Ent	10/20/2021	$ 7,674.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature: **Date:**

Name/Title: Arlene Tuck, Chair

**** FDLE Regional Operations Center ONLY ****

I certify the drones listed above were received and verified on the date provided below.

_____ _____
Signature Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient’s failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in 768.28, F.S.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **James K. Duppenthaler, Fire Chief**

SUBJECT/TITLE: **Request approval of the Agreement between Adventist Health Systems/Sunbelt, Inc. and Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Agreement between Adventist Health Systems/Sunbelt, Inc. and Highlands County.

FISCAL IMPACT

Fiscal Impact for FY 24/25 has been budgeted in Cost Center 3217 Fire Assessments, Account 53100 Professional Services in the amount of $102,300.00 and Cost Center 5105 Emergency Medical Services, Account 53100 Professional Services in the amount of $188,700.00.

Attachments: Highlands County agreememt_250425_110045.pdf
Attachments: Issue Statement Physicals.pdf

AGREEMENT

THIS AGREEMENT is effective as of the 6th of May, 2025 (the "Effective Date") by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, FL 33870 ("COUNTY"), and Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Sebring, 4200 Sun 'N Lake Boulevard, Sebring, Florida 33872 ("Hospital") and AdventHealth Medical Group, 6325 Hwy 27 N., Suite 201, Sebring, Florida 33870 ("AHMG"), together are referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, pursuant to the Highlands County Purchasing Manual, Section 17, Exceptions to Competitive Procurement, B22, negotiation for special or unique services are exempt from formal solicitation process; and

WHEREAS, full duty medical evaluation services for annual firefighter physical examinations/screenings are special and unique; and

WHEREAS, the COUNTY has determined that the CONTRACTOR, who is a local medical provider, is competent, qualified, and best suited to provide the COUNTY with full duty medical evaluation services for annual firefighter physical examinations/screenings; and

WHEREAS, the CONTRACTOR is agreeable to providing the COUNTY the services described herein and represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years from the Effective Date ("Initial Term") and may be renewed one time for an additional term of three (3) years by written agreement signed by both parties ("Renewal Term"). The Initial Term together with any Renewal Term shall be referred to collectively as the "Term."

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

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

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE.

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

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION.

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

B. Services to be performed in accordance with this Agreement are subject to the

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

C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. A proper invoice must include the following items:

i. The CONTRACTOR's name as it appears in this Agreement
ii. The County Employee's Name
iii. The date of the service.
iv. An identifying facility where the service being invoiced was performed
v. A description of the goods or services or property provided to the COUNTY
vi. The Exhibit B Line item number for each item being invoiced
vii. The Purchase Order Number
viii. The extended total price of the goods or services or property provided to the COUNTY
ix. All applicable charges and discounts
x. The invoice shall not request or charge sales tax

SECTION 7. TERMINATION.

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

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

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

1. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

2. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

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

4. 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; and

5. MEDICAL MALPRACTICE INSURANCE: $3,000,000.00 per occurrence.

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

1. The name of the insured CONTRACTOR,
2. List "HIGHLANDS COUNTY" as an Additional Insured (except for Workers' Compensation and Medical Malpractice coverages),
3. Recognition of the Indemnification requirements of this Agreement.
4. The name of the insurer,
5. The number of the policy,
6. The effective date,
7. The termination date,
8. 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 CONTRACTOR 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 with the exception of Workers' Compensation and Medical Malpractice, 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 CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

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

F. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR and/or subcontractor providing such insurance.

H. CONTRACTOR is self-insured. 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.

SECTION 10. COUNTY OBLIGATIONS.

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

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

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

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

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

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

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

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The

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

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

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

SECTION 20. ASSIGNMENT.

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

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by 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 this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

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

SECTION 23. 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/or the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and/or the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, FL 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, FL 33870
ssutphen@roperpa.com

CONTRACTOR: AdventHealth Sebring
4200 Sun 'N Lake Boulevard
Sebring, FL 33872
ATTN: Nathan Thomason, CFO
Nathan.thomason@adventhealth.com

With a Copy to: AdventHealth West Florida Division
14055 Riveredge Drive, Suite 250
Tampa, Florida 33637
Attn: Legal Services

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in

no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instruments issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST

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

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR will comply with all applicable equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all applicable equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 32. 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 this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG, AND/OR LETTERHEAD

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 35. 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.

SECTION 36. ATTACHMENTS

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY All such attachments are hereby ratified and if the CONTRACTOR knowingly submitted such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

SECTION 37. 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.

SECTION 38. 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.

IN WITNESS WHEREOF, the parties, hereto, by their duly authorized representatives, have executed this Agreement effective the 6th day of May, 2025.

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.
d/b/a ADVENTHEALTH SEBRING

By: Jason Dunkel

Print: Jason Dunkel

Title: Pres | CEO

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Jason Dunkel, as President / CEO, of AdventHealth Sebring, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 25 day of April, 2025.

(stamp)

REBECCA FARRENS
Notary Public - State of Florida
Commission # HH 278019
My Comm. Expires Aug 26, 2026
Bonded through National Notary Assn.

Rebecca Farrens
NOTARY PUBLIC, State of Florida

ADVENTIST HEALTH SYSTEM/SUNBELT, INC.
d/b/a ADVENTHEALTH MEDICAL GROUP

By: Jason Dunkel

Print: Jason Dunkel

Title: Pres | CEO

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Jason Dunkel, as Pres./CEO, of AdventHealth Sebring, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 25 day of April, 2025.

(stamp)

REBECCA FARRENS
Notary Public - State of Florida
Commission # HH 278079
My Comm. Expires Aug 26, 2026
Bonded through National Notary Assn.

Rebecca Farrens
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

Contractor shall provide Physician services for annual firefighter physical examinations/screenings to Highlands County Emergency Operation employees, volunteers, and hazmat team members. The medical requirements are based on National Fire Protection Association (NFPA) 1582 and on in-depth consideration of essential functions. These essential functions are what members are expected to perform at emergency incidents and are derived from the performance objectives stated in NFPA 1001, Standard for Firefighting Professional Qualifications. Specifications have been prepared and are included herein.

Cancer rates among firefighters are above the national rates of the civilian population due to their increased exposures to hazardous substances. Due to this increased risk, screening for prostate and colon cancers is added to the yearly physical examinations for firefighters age 40 and older. Firefighters that are members of the HazMat team are at even greater risk due to their possible exposure to chemicals. Additional screening for various types of metals are added to these firefighters' yearly physical examinations.

For the purpose of conducting a medical examination, a physician should have an understanding on the environmental, physical, and psychological demands placed on firefighters on a daily basis. Additionally, physicians performing physical examinations on firefighters should have an understanding of NPFA 1582 standards.

The CONTRACTOR's Project Managers and/or Supervisors shall have communication skills and be capable of coordinating with the designated County Staff.

The CONTRACTOR shall be responsible for completing and returning full duty medical evaluations.

Exhibit "B"
Pricing Schedule

Physical Locations	Legend	
	AHMG	
Spirometry / PFT	Hospital	
AHMG Pulmonology & Critical Care Specialist @ SNL		
4325 Sun N Lake Blvd, Suite 102		
Sebring, FL 33872		
Stress Test		
AHMG Cardiology @ SNL		
4638 Sun N Lake Blvd		
Sebring, Fl 33872		
Everything else in BLUE		
AHMG Family Medicine @ SNL		
6325 Sun N Lake Blvd, Suite 201		
Sebring, Fl 33870		
Everything in GREEN		
AdventHealth Hospital		
4200 Sun N Lake Blvd		
Sebring, Fl 33872		

FIREFIGHTER PHYSICALS BASED ON THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1582 STANDARD COMPREHENSIVE MEDICAL PROGRAM - PRICE PROPOSAL			
PHYSICAL EXAMINATION (ATTACHMENT "A")			
Line #	MEDICAL TESTS	COST PER CANDIDATE	
A1	AUDIOGRAM	$25.00	
A2	BACK ASSESSMENT	included w/ physical	
A3	CBC	$7.77	
A4	CHEM 20	$19.05	
A5	CHEST X-RAY (2-VIEW) Optional annually, required a minimum every five (5) years	$317.98	
A6	EKG	$15.00	
A7	GLYCOHEMOGLOBIN	$10.00	
A8	HEMOCCULT	$5.00	
A9	HEPATITIS A VACCINE (2 per series) (CHECK FOR ANTIBODY IF HAD VAC.)	$70.99	(if titer does not show immune)
A10	HEPATITIS B SURFACE ANTIBODY	$12.57	
A11	HIV	$22.50	
A12	LIPID FROFILE	$13.39	
A13	PHYSICAL EXAM	$250.00	
A14	PPD/TB SCREEN	$25.00	
A15	SAP10 / Drug Screen	$65.00	
A16	SERUM CHOLINESTERASE	$25.55	
A17	SERUM LEAD	$9.00	
A18	SERUM PCB	$183.00	
A19	SPIROMETRY (Pulmonary Office)	$44.00	
A20	STRESS TEST (Cardiology Office)	$70.00	
A21	URINALYSIS	inculded w/ physical	
A22	PSA IF OVER 40 YEARS OF AGE	$18.38	
A23	OTHER RECOMMENDED PRE-EMPLOYMENT TEST / EXAMS (Use additional sheet if necessary)		
	Total	$1,209.18	

Legend	
AHMG	
Hospital	

FIREFIGHTER PHYSICALS BASED ON THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1582 STANDARD COMPREHENSIVE MEDICAL PROGRAM - PRICE PROPOSAL			
HAZMAT EXAMINATION - EXPOSURE TESTING (Attachment "B")			
	MEDICAL TESTS	COST PER CANDIDATE	
B1	COMPLETE PHYSICAL EXAMINATION & HISTORY (Include a lift/back assessment and vision test)	$250.00	
B2	24 HOUR URINE HEAVY METAL SCREEN	$130.50	
B3	AUDIOGRAM	$25.00	
B4	BLOOD LEAD SCREEN	$9.00	
B5	CBC	$7.77	
B6	CHEST X-RAY (2 - VIEW)	$317.98	
B7	CHEM 20 (Metabolic Profile)	$19.05	
B8	CHOLINESTERASE	$25.55	
B9	EKG (Resting)	$15.00	
B10	HEMOCCULT (Gulac Card)	$5.00	
B11	HEPATITIS B ANTIBODY	$12.57	
B12	HEPATITIS C ANTIBODY	$10.00	70 if positive
B13	HIV	$65.00	
B14	LIPID PROFILE	$13.39	
B15	PPD/TB SCREEN	$25.00	
B16	PSA - PROSTATE EVALUATION	$18.38	
B17	SERUM LEAD SERUM PCB	$183.00	
B18	SPIROMETRY / PULMONARY FUNCTION TEST	$44.00	
B19	URINALYSIS	included w/ physical	
B20	ZINC PROTOPORPHYRIN	$24.00	
B21	OTHER RECOMMENDED TESTS / EXAMS (Use additional sheet is necessary)		
	Total	$1,200.19	

Legend	
AHMG	
Hospital	

FIREFIGHTER PHYSICALS BASED ON THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1582 STANDARD COMPREHENSIVE MEDICAL PROGRAM - PRICE PROPOSAL		
FITNESS EVALUATIONS – PER FIRE SERVICE JOINT LABOR MANAGEMENT WELLNESS-FITNESS INITIATIVE (Attachment "C")		
Line #	**MEDICAL TESTS**	**COST PER CANDIDATE**
C1	FITNESS AND AGILITY EVALUATION	included w/ physical
C2	MUSCULAR STRENGTH EVALUATION	included w/ physical
C3	MUSCULAR ENDURANCE EVALUATION	included w/ physical
C4	CARDIOVASCULAR AEROBIC ENDURANCE EVALUATION	included w/ physical
C5	RESISTANCE EVALUATION	included w/ physical
C6	STRETCHING/FLEXIBILITY EVALUATION	included w/ physical
C7	BODY COMPOSITION ANALYSIS	included w/ physical
C8	EXERCISE PRESCRIPTION	included w/ physical
C9	NUTRITIONAL ANALYSIS	based on physical if needed
C10	WEIGHT MANAGEMENT GOALS	
C11	OTHER RECOMMENDED TESTS / EXAMS (Use additional sheet is necessary)	
	Total	$0.00

Legend	
AHMG	
Hospital	

Statement of Issue Reg- 1092-2024

Firefighting is a physically demanding profession that requires peak physical fitness to ensure both firefighter safety and effective emergency response. However, inconsistent or inadequate physical examination requirements can lead to undetected health risks, increasing the likelihood of on-duty injuries, medical emergencies, or long-term health complications. The absence of standardized, mandatory firefighter physicals across departments and agencies results in varying levels of preparedness and health monitoring.

Implementing comprehensive, periodic medical evaluations aligned with National Fire Protection Association (NFPA) 1582 standards can help mitigate health risks, improve job performance, and enhance firefighter longevity. Addressing this issue is critical for safeguarding firefighter well-being and maintaining public safety. Additionally, annual physicals satisfies the requirements of the Collective Bargaining Agreement between the Highlands County Board of County Commissioners and the Highlands County Professional EMS and Firefighters Local 5147.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request Adoption of Resolution 24-25-091 for Budget Amendment 24-25-064 to appropriate awarded FSA Bullet Proof Vest Funding and Guardian Program FY 24/25 grant/project funds.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to Adopt Resolution 24-25-091 for Budget Amendment 24-25-064 to appropriate awarded FSA Bullet Proof Vest Funding and Guardian Program FY 24/25 grant/project funds.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget to cost center 3101 (Sheriff â€“ 005), Project 24041 (Guardian Program) in the amount of $100,000.00; and $14,031.60 to Project 24043 (BPV FY24/25) for a total amount for both projects of $114,031.60.

Attachments: 24-25-064 Proj 24043 BPV_Proj 24041 Guardian Prog (BA).pdf
Attachments: 24-25-064R Proj 24043 BPV_Proj 24041 Guardian Prog24-25-064 Proj 24043 BPV_Proj 24041 Guardian Prog (Resolution).pdf
Attachments: Reg.-1140-2024 Sheriff Proj 24041_24043 Stmt of Issue.pdf

REVIEWED
O.M.B DEPARTMENT
April 16, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/10/2025** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101**

PROJECT(S) #: **24041 / 24043** PROJECT TITLE(S): **Guardian Program / BPV FY24/25** COST CENTER TITLE(S): **Sheriff-005**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3342130Z	FDLE Grant	24041	0.00	100,000.00		100,000.00
E	005	3101	51001Z	Project Personal Services	24041	0.00	37,478.92		37,478.92
E	005	3101	53001Z	Project Operating Expense	24041	0.00	62,521.08		62,521.08
R	005		3661000Z	Project Donations/ Contributions	24043	0.00	14,031.60		14,031.60
E	005	3101	53001Z	Project Operating Expense	24043	0.00	12,509.52		12,509.52
E	005	3101	56001Z	Project Capital Outlay	24043	0.00	1,522.08		1,522.08
									0.00

REASON: **To appropriate awarded funds for the Guardian Program into Project 24041 and BPV 24-25 funding into Project 24043.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-064**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-091

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-064 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 24-25-064 is hereby approved and authorized to set up and appropriate funding for project #24043 BPV 24-25 and project #24041 Guardian Program. The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $114,031.60.

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 6th day of May, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Reg.-1140-2024 Statement of Issue

The Highlands County Sheriff's Office received a reimbursement award from the Florida Sheriff's Association for Bullet Proof Vests in the amount of $14,031.60 and a grant award from the FL Department of Education for the Guardian Program in the amount of $100,000.00. This reimbursement and grant award require no local match. This Budget Amendment is necessary to appropriate the funds for BPV 24-25 (SO) into Project 24043 and the Guardian Program into Project 24041.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Corey Amundsen, Highlands County Emergency Management Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-082 for Budget Amendment 24-25-057 for the 2024-2025 Emergency Management Preparedness Grant (EMPG) Base Grant for FY 24-25.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-082 for Budget Amendment 24-25-057 for the 2024-2025 Emergency Management Preparedness Grant (EMPG) Base Grant for FY 24-25.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $59,368 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).

Attachments: Statement of Issue.pdf
Attachments: 24-25-057 Project 24039 EMPG FY24-25 (BA).pdf
Attachments: 24-25-057R Project 24039 EMPG FY24-25 (Resolution) Revised on 5.6.25.pdf

Statement of Issue

The Emergency Management Preparedness Grant (EMPG) is one of two base grants Emergency Management receives annually and is used to supplement salaries for EM staff.

REVIEWED
O.M.B DEPARTMENT
April 17, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/26/2025** SUBMITTED BY: **Corey Amundsen**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3991**

PROJECT(S) #: **24039** PROJECT TITLE(S): **EMPG FY24-25** COST CENTER TITLE(S): **Emergency Management**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312550Z	Proj Emerg Mgmt Prepared - Federal		59,368.00		59,368.00	0.00
R	005		3312550Z	Proj Emerg Mgmt Prepared - Federal	24039	0.00	59,368.00		59,368.00
E	005	3991	51200	Regular Salaries & Wages		273,954.00		59,368.00	214,586.00
E	005	3991	51200Z	Project Regular Salaries	24039	0.00	59,368.00		59,368.00
									0.00
									0.00
									0.00

REASON: **To appropriate Emergency Management Preparedness Grant 24/25 (Project 24039) to be used for EOC staff salaries.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-057**

ACTION:

Board	____ Approved	____ Denied	____	ITEM TO ITEM
			____	RESERVE
County Administrator	____ Approved	____ Denied	XX	BY RESOLUTION
			____	SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-082

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-057 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 23-24-057 is hereby approved and authorized to appropriate Federal Grant awarded funding for Emergency Management Preparedness Grant (EMPG) to Project 24039 for FY24/25. The net fiscal impact is an increase in the amount of $59,368.00.

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 15th day of April, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-090 for Budget Amendment 24-25-065 for Project #21062, Lake June-in-Winter Catfish Creek Best Management Practices (BMPs).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-090 for Budget Amendment 24-25-065 for Project #21062, Lake June-in-Winter Catfish Creek Best Management Practices (BMPs).

FISCAL IMPACT

Fiscal Impact is an increase to Fund 005 (General), Project 21062 Lake June-in-Winter Catfish Creek BMP, cost center 6303 Natural Resources, account 56300Z Project Improvements, in the amount of $151.86.

Attachments: 24-25-065 Proj 21062 Lk June Catfish Creek Add'l Funding (BA).pdf
Attachments: 24-25-065R Proj 21062 Lk June Catfish Creek Add'l Funding (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 16, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/15/2025** SUBMITTED BY: **Dawn Ritter**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **6303**

PROJECT(S) #: **21062** PROJECT TITLE(S): **Lake June in Winter Catfish Creek BMPs** COST CENTER TITLE(S): **Natural Resources**
*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		7,081,405.61	151.86		7,081,557.47
R	005		3999100	Fund Balance Brought Forward		7,081,557.47		151.86	7,081,405.61
R	005		3999100Z	Project Fd Bal Forward	21062	241,082.50	151.86		241,234.36
E	005	6303	54100	Communications & Freight		3,344.18		151.86	3,192.32
E	005	6303	56300Z	Project Improvements	21062	402,605.14	151.86		402,757.00
									0.00
									0.00
									0.00

REASON: **To appropriate additional funding for advertisment cost in the amount of $151.86 for Project 21062.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-065**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-090

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-065 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 23-24-065 is hereby approved and authorized to appropriate additional funding of $151.86 for project #21062 – Lake June-in-Winter Catfish Creak Best Management Practices for FY 24/25. The net fiscal impact is an increase in the amount of $151.86.

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 6th day of May, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **JD Langford, P.E., Assistant County Administrator / Acting County Engineer**

SUBJECT/TITLE: **Request to change the Assistant to the Critical Infrastructure Director position to Project Engineer, increase the Pay Grade to 119, and modify the job description.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the request to change the Assistant to the Critical Infrastructure Director position to Project Engineer, increase the Pay Grade to 119, and modify the job description.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Diefendorf Modified Position - Statement of Issue - Brd Mtg 5-6-25.pdf
Attachments: Project Engineer Job Description.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM

Statement of issue

To reflect the needs of the Engineering Department and the responsibilities of the Project Engineer position, we are requesting the following:

1) To approve changing the Assistant to the Critical Infrastructure title to Project Engineer.
2) To approve the pay grade change of this position from 118 to 119 as this position will require a Bachelor's Degree in Engineering.
3) To approve the modified job duties.

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: Project Engineer	**Division**: Engineering	**Department:** Engineering	**Cost Center:** 4101
Job Code: TBD	**Pay Grade**: 119	**Pay Band:** $75,086.52-$120,138.43	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE: Robert Diefendorf, Jr	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title County Engineer Job Code 1064 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:

This is a professional and technical senior division position responsible for assistance to the County Engineer in directing all project related activities under the Solid Waste Department and Project Management division of the Engineering Department.

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 engineering services, fiscal overview, and Solid Waste review. Studies departmental organization, personnel assignments and project requirements to determine the most efficient and cost-effective utilization of facilities, personnel and equipment.
- Performs long-range capital planning, development, and construction of solid waste facilities and projects.
- Conducts reviews of the physical condition of County Solid Waste facilities to ensure needed improvements are included in the department's operating and capital budgets; assists in the collection and verification of data required for accurate budget forecasting for the Solid Waste Department and individual units of the Engineering Department.
- Performs design of county highways, drainage, utilities, facility buildings and other public works projects and directs, facilitates, plans, assigns and prioritizes project management tasks; counsels, trains and coaches staff, monitors work, develops staff skills and evaluates performance.
- Assists in the performance of administrative duties including the development of personnel policies and procedures, program evaluation, operating policy formulation and implementation, and assists with financial affairs of solid waste and public works areas under its direction including assisting with preparation of budgets, requisitions, budget amendments and transfers, and monitoring expenditures to budgeted line-item accounts in accordance with established procedures.
- Coordinates and maintains consultant and contractor design and construction schedules and prioritizes multiple, concurrent projects effectively to ensure that they integrate with County schedules.
- Conducts construction site visits, performs inspections, and resolves construction related problems with contractors on public works projects.
- Identifies the need for consultant or outside services and prepares, approves selection, negotiates, recommends and administers contracts with engineering consultants for studies, design and inspection and inter-local agreements with municipalities and private companies.
- Makes procedural and operational recommendations to the County Engineer and attends Board meetings as needed.
- Assists in developing proper practices, processes and procedures relative to contract and project management and directs Project Managers.
- Coordinates and directs designers and drafters in preparing plans and the survey crew for needed information and layout on design projects.
- Develops, reviews, and approves plans, specifications, technical documents, permits and procedures for public works projects.
- Conducts research and attends meetings/conferences to discuss problems and make recommendations for policy changes, safety, and other related matters; maintains a professional and safe unit and work area adhering to established safety policies and the image desired of County.
- Consistently follows Board policies and procedures; responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

• Considerable knowledge of principles and practices of Civil Engineering, specifically in the areas of solid waste, transportation, drainage, and utilities.
• Knowledge of water management district regulations and procedures.
• Knowledge of modern techniques, methods, procedures and practices of public works engineering.
• Ability to plan, design, coordinate and inspect public works projects.
• Ability to prepare written technical reports, estimates, construction and other cost records.
• Ability to assist in the direction, instruction and review of work assignments.
• Skill in inspecting public works programs and activities.
• Skill in establishing and maintaining effective working relationships with superior and subordinate officials and the general public.
• Ability to plan, direct or supervise when appropriate.
• Ability to assist in the assignment, instruction, review, and evaluation of work assignments.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors and the general public.
• Ability to establish and maintain effective working relationships with state and federal agencies and the general public.

Physical Skills:

Must be able to remain in a stationary position for 25% of the time. The individual in this position frequently communicates with the public and co-workers. Must be able to exchange accurate information in these situations. Occasionally ascends/descends stairs, climb ladders, scaffolding, etc. Occasionally moves materials and equipment weighing up to 40 lbs. Consistently works in a outdoor environment. Occasionally works in inclement outdoor weather conditions. Frequently operates a motor vehicle or heavy equipment for up to four (4) hours continuously or intermittently. Occasionally works in rugged terrain; to include very steep, wet, muddy, rough, uneven or rocky surfaces. Positions require physical exertions such as bending, crouching, stooping, stretching, reaching or similar activities. Individuals should be capable of working alone. Use of near and far vision.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Bachelor's degree from an accredited college or university in Civil Engineering, and a minimum of four (4) years of progressively responsible public works engineering experience. Including two years in a highly responsible/supervisor capacity.

Licenses, Certifications, or Registrations:

Must posses a valid Florida's Driver's License while employed.

Other job related requirements:

Disaster Essential

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

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: **May 6, 2025**

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-094 for Budget Amendment 24-25-068 to provide additional funding for negative cost centers.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-094 for Budget Amendment 24-25-068 to provide additional funding for negative cost centers.

FISCAL IMPACT

The fiscal impact is an increase to Fund 143 (FL Boating Improvement) in the amount of $10,000 which is being appropriated in cost center 6103 (FL Boating Improvement), account 54600 (Repair & Maintenance). In addition, this budget amendment is transferring available funding in the amount of $31,000 from cost center 5108 (HCRA), account 53400 (Contractual Svcs) to cost center 1000 (Gen. Admin Circuit Crt), account 54400 (Rentals & Leases) in the amount of $1,000 and to cost center 2104 (County Administrator), account 53400 (Contractual Svcs) in the amount of $30,000.

Attachments: 24-25-068 Clean Up Negative Cost Ctrs #1 (BA).pdf
Attachments: 24-25-068R Clean Up Negative Cost Ctrs #1 (Resolution).pdf
Attachments: Reg.-1148-2024 Statement of Issue Negative Cost Ctrs Cleanup.pdf

REVIEWED
O.M.B DEPARTMENT
April 23, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/22/2025** SUBMITTED BY: **OMB**

FUND(S): **005, 143** FUND TITLE(S): **General, FL Boating Improvement** COST CENTER(S) #: **5108, 1000, 2104, 6103**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **HCRA, Gen Admin Circuit Ct, County Admin, FL Boating Improvement Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	5108	53400	Contractual Services		100,000.00		31,000.00	69,000.00
E	005	1000	54400	Rentals & Leases		2,402.00	1,000.00		3,402.00
E	005	2104	53400	Contractual Services		0.00	30,000.00		30,000.00
R	143		3999100	Fund Balance Brought Forward		8,200.00	10,000.00		18,200.00
E	143	6103	54600	Repair & Maintenance		0.00	10,000.00		10,000.00
									0.00
									0.00

REASON: **To provide additional funding for negative cost center balances.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **24-25-068**

ACTION:

Board	____ Approved	____ Denied		
County Administrator	____ Approved	____ Denied		

TRANSFER TYPE:

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

SIGNATURE:

Signature: DATE: / / Posted by Clerk:

Form Revised 08/05/2020

RESOLUTION NO. 24-25-094

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-068 TO THE FLORIDA BOATING IMPROVEMENT 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 Florida Boating Improvement 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 24-25-068 is hereby approved and authorized to appropriate additional Fund Balance to make necessary maintenance and repairs to county waterway structures. The fiscal impact is an increase in the amount of $10,000.00.

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 6th day of May, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Reg.-1148-2024 Statement of Issue

This budget amendment is necessary to provide additional funding to three (3) current cost centers that have a negative Operating Expenditure category. As the Board departments continue to tighten their budgets and remove any unnecessary expenditures during the budget review process, when unanticipated expenditures arise during the year, it can cause cost centers to morph into a negative funding status.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **JD Langford, P.E., Assistant County Administrator/ Acting County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution No. 24-25-098 and approval of the Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement as well as Exhibit "A".**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution No. 24-25-098 and approve the Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement as well as Exhibit "A".

FISCAL IMPACT

The fiscal impact is an increase to Fund 110 (Transportation Trust) in the amount of $6,687.00 which posted to account 3374300 (Misc. Intergovernmental Reimbursements).

Attachments: Amendment to Traffic Signal Maint Agreement Brd Mtg 5-6-25_Statement of Issue.pdf
Attachments: Highlands Co TSMCA Exhibit A Amendment FY 2026.pdf
Attachments: Res. 24-25-098 - Traffic Maintenance.AMEND 10.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

STATEMENT OF ISSUE

On July 27, 2015, Highlands County and FDOT entered into a Traffic Signal Maintenance and Compensation Agreement. Attached for your signature and review is the Amendment to the Traffic Signal Maintenance and Compensation Agreement. Below are the amendments to the agreement paragraphs and agreement exhibits.

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this amendment.

The County Attorney has reviewed and approved this agreement.

Docusign Envelope ID: 6B44F849-6280-498E-8E01-B3F4EEC2A956

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARX96
FINANCIAL PROJECT NO. 412671-1-88-01
F.E.I.D. NO. F596000655058
AMENDMENT NO. 10

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this day of , 2025, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Highlands County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on July 27, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

HIGHLANDS COUNTY, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Arlene Tuck

Title: County Chair

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: District Traffic Operations Engineer

Legal Review: _____ DS

Docusign Envelope ID: 6B44F849-6280-498E-8E01-B3F4EEC2A956

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2026 **Maintaining Agency:** **Highlands County**

Effective Date: 7/1/2025 **To: 6/30/2026** FPID: 412671-1-88-01 Contract: ARX96

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 25/US 27	SR 70	183	$ 4,145						$ 416				$ 131							$ 4,692
SR 25/US 27	CR 621/INTERLAKE BLVD	184**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	DAL HALL BLVD/TOWER	185**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	S LAKEVIEW RD	1579**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	LK JOSEPHINE/TWITTY RD	186			$ 1,005				$ 416											$ 1,421
SR 25/US 27	SR 66/SR 700/US 98	187**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	GEORGE BLVD	188					$ 1,403		$ 416				$ 131							$ 1,950
SR 25/US 27	CR 17A/HIGHLANDS AVE	189		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 25/US 27	DESOTO SQUARE	190		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 25/US 27	SR 17/SEBRING RD	191		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 25/US 27	SE LAKEVIEW DR	192		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 25/US 27	SPARTA RD	193		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 25/US 27	GOLFVIEW DR	194		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 25/US 27	CR 634/HAMMOCK RD	196		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 25/US 27	CR 634A/FLARE ROAD	197		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 25/US 27	VICKI DR/MALL ENTRANCE	198		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 25/US 27	SPARROW AVE	199		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 25/US 27	THUNDERBIRD RD	200		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 25/US 27	NEW LIFE WY/BAYVIEW ST	201		$ 5,892					$ 416				$ 131					$ 730		$ 7,169
SR 25/US 27	SEBRING PKWY/SCHUMACHER RD	202		$ 5,892					$ 416			$ 131	$ 131					$ 730		$ 7,300
SR 25/US 27	SUN N LAKE ESTS/VALERIE BLVD	203**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	SACHSENMAIER/COLLEGE DR	204**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	CR 17A/STRYKER RD	208**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 17/	CR 17/KENILWORTH BLVD	210	$ 4,145						$ 416				$ 131							$ 4,692
SR 17/	SEBRING PKWY	212	$ 4,145						$ 416				$ 131							$ 4,692
SR 70/	CR 721	216			$ 1,005				$ 416				$ 131							$ 1,552
US 27 NB	S OF TOMOKA BLVD (Shoulder)	F142									$ 405									$ 405
US 27 NB	S OF TOMOKA BLVD (Median)	F143									$ 405									$ 405
US 27 SB	N OF TOMOKA BLVD (Median)	F144									$ 405									$ 405
US 27 SB	N OF TOMOKA BLVD (Shoulder)	F145									$ 405									$ 405
US 27 NB	GEORGE BLVD	F146									$ 405									$ 405
US 27 NB	GEORGE BLVD	F147									$ 405									$ 405
US 27 SB	GEORGE BLVD	F148									$ 405									$ 405
US 27 SB	GEORGE BLVD	F149									$ 405									$ 405
SR 17	GLENWOOD AVE	F150				$ 804														$ 804
SR 17	FIELDER BLVD	F152				$ 804														$ 804
SR 17	CANFIELD ST	F154				$ 804														$ 804
US 98 EB	W OF COWHOUSE RD	F159									$ 405									$ 405
US 98 WB	W OF COWHOUSE RD	F160									$ 405									$ 405
US 27 NB	S of Le Club Dr	F714									$ 405									$ 405
US 27 NB	S of Le Club Dr	F715									$ 405									$ 405
US 27 NB	S of Hickory Ln	F716									$ 405									$ 405
US 27 NB	S of Hickory Ln	F717									$ 405									$ 405
																				$ -

Docusign Envelope ID: 6B44F849-6280-498E-8E01-B3F4EEC2A956

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2026 **Maintaining Agency:** **Highlands County**

Effective Date: 7/1/2025 **To: 6/30/2026** FPID: 412671-1-88-01 Contract: ARX96

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
Avon Park																				$ -
SR 25/US 27	HAL MCRAE ST	205**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	SHOPPING CENTER/MORRILL	206**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 25/US 27	SR 64/SR 17/MAIN ST	207**	$ 4,145	$ 1,227					$ 416	$ 445			$ 131					$ 730		$ 7,094
SR 25/US 27	SHOP 16/LAKE ISIS AVE	1498**	$ 4,145	$ 1,227					$ 416				$ 131					$ 730		$ 6,649
SR 17/	HIGHLANDS AVE	214	$ 4,145										$ 131							$ 4,276
SR 17/	LAKE AVE	215	$ 4,145						$ 416				$ 131							$ 4,692
																				$ -
Sebring																				$ -
SR 25/US 27	FIRE STATION/COUNTRY CLUB LN	195		$ 5,892									$ 131					$ 730		$ 6,753
SR 17/	LAKEVIEW DRIVE SE	209	$ 4,145						$ 416				$ 131							$ 4,692
SR 17/	N PINE ST/LAKEVIEW RD	211	$ 4,145						$ 416				$ 131							$ 4,692
SR 17/	HELENA ST	213			$ 1,005				$ 416											$ 1,421
																				$ -
																		Total Lump Sum *		$ 221,305

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

** Amount paid for these signals is IMTS rate reduced by recurring Department cost to provide cell connectivity.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 221,305

Highlands Co.

Maintaining Agency Arlene Tuck, County Chair Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

RESOLUTION NO.: 24-25-098

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION TO EXECUTE AMENDMENT 10 TO AGREEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County and the Florida Department of Transportation ("FDOT") entered into an Agreement for Traffic Signal Maintenance and Compensation dated September 30, 2002, which was renewed and expanded through the Traffic Signal Maintenance and Compensation Agreement dated July 27, 2015, and has been amended on various occasions throughout the years (collectively the "Agreement"); and

WHEREAS, the Agreement contemplates annual revisions to the Exhibit "A" list of traffic signals and other devices which are maintained by the County as part of the Agreement; and

WHEREAS, from time-to-time FDOT determines that additional revisions are needed beyond changes to Exhibit "A"; and

WHEREAS, Highlands County has determined that in order to promote efficient government operations, it is in its best interest and the interest of the travelling public to authorize the amendments to the Agreement as well as requested amendments to Exhibit "A," as set forth in Amendment 10.

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. **Authorization to Execute Amendment 9 to Agreement.** The County hereby approves Amendment 10 to the Agreement attached hereto as **Exhibit "A"** and authorizes the Chairman, or Vice-Chairman, to execute Amendment 10 to the Agreement on behalf of Highlands 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 10 to the Traffic Signal Maintenance and Compensation Agreement with FDOT, 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 ____ day of _____, 2025.

HIGHLANDS COUNTY, FLORIDA

_____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

EXHIBIT "A"
Amendment 10 to Agreement

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **Request approval of Amendment 1 to the Piggyback Agreement with Government Services Group, LLC.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Amendment 1 to the Piggyback Agreement with Government Services Group, LLC.

FISCAL IMPACT

The fiscal impact will be $20,000 to the Fund 181 (Fire Assessment), cost center 3217 (Fire Assessments), account number 53100 (Professional Svcs).

Attachments: GSG, LLC statement of issue 5-6-25.pdf
Attachments: Amendment 1..Accenture.SGS-signed.pdf

At the July 16, 2024 public hearing for the new fire assessment rates and study, the Board requested that Sandi Neubarth, Assistant Director for Anser Advisory Services come back in 2025 and revisit the Institutional Rate Category of the fire assessment.

This institutional rate category increased from .08414 per sq ft. to .3329 per sq ft., which is an increase of 296%. Due to this increase, the Board approved a separate rate of .09 for wholly tax-exempt institutional buildings, which created a buy down amount of $309,655.

AMENDMENT 1 TO PIGGYBACK AGREEMENT

THIS AMENDMENT 1 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 "COUNTY" and Government Services Group, LLC, formerly Government Services Group, Inc., 3800 Esplanade Way, Suite 100, Tallahassee, FL hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, on November 7, 2023, the COUNTY executed an agreement with Government Services Group, Inc., to provide study and analysis services related to County's fire assessment fee ("Piggyback Agreement") pursuant to that agreement which was competitively solicited and negotiated by the State of Florida through RFP No.: 06-80101500-J ("Cooperative Contract"); and

WHEREAS, the CONSULTANT changed its name to Government Services Group, LLC, since the Piggyback Agreement was executed by the parties; and

WHEREAS, the COUNTY is interested in revising its fire assessment categories and updating the rates; and

WHEREAS, the County has determined that it necessary and appropriate to amend the Piggyback Agreement to recognize the name change of the CONSULTANT and update the scope of services.

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 the CONSULTANT is amended as follows:

1. The Piggyback Agreement is hereby amended to change the name of the CONSULTANT from Government Services Group, Inc., to Government Services Group, LLC with all responsibilities of Government Services Group, Inc., being fully assumed by Government Services Group, LLC.

2. Exhibit "B" to the Piggyback Agreement which sets for the services and pricing to be provided by the CONSULTANT is hereby amended to include the services set forth in **Exhibit "B-1"** attached hereto. The hourly rates for the scope of this Amendment 1, shall be in accordance with the rates set forth in the Piggyback Agreement and total compensation for the same shall not exceed Twenty Thousand Dollars ($20,000.00).

3. The Piggyback Agreement is hereby amended to include the following additional terms and conditions:

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 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 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 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.

4. This document may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same document. Electronic signatures shall be valid and sufficient to bind any party to this document. Signatures to this document transmitted by 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.

5. All of the terms and conditions of the original Piggyback 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, by their duly authorized representatives, have executed this Amendment effective the ___ day of _____, 2025.

HIGHLANDS COUNTY

_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk

GOVERNMENT SERVICES GROUP, LLC, formerly GOVERNMENT SERVICES GROUP, INC.

By: _____
Print: Corey Burbach
Title: Sr. Vice President

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [X] online notarization of Robert Corey Burbach as Senior Vice President of Government Services Group, LLC, formerly Government Services Group, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Consultant, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of April 29, 2025.

(stamp)

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____
NOTARY PUBLIC

Exhibit "B-1"

Task 1: **Review Data and Evaluate Options**
Review the Fiscal Year 2022-23 National Fire Incident Reporting System (NFIRS) fire reporting data and its correlation to the fixed property uses within the County's fire special assessment roll. Evaluate whether there is support to create a separate nursing home and/or other non-residential rate category(s).

Task 2: **Develop Preliminary Assessment Methodology**
Based on the analysis conducted in Task 1, Accenture will develop a preliminary methodology based on the analysis and benefited properties. Accenture will review the assessment methodology for legal sufficiency and compatibility with the tax bill collection method. We will ensure that the data approach used is the data needed for recurring inclusion on future unified tax bills.

Task 3: **Calculate Proforma Schedule of Rates**
Calculate proforma rate scenarios for Fiscal Years 2025-26 based on the developed apportionment methodology from Task 2 and the assessable budget scenarios as provided in the 2024 Fire Assessment Memorandum.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater**

SUBJECT/TITLE: **Request approval of the Geosyntec Professional Services Amendment 2 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Geosyntec Professional Services Amendment 2 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.

FISCAL IMPACT

Since Geosyntec Amendment 2 additional fee of $53,615.00 along with the prior agreed total consultant fees of $1,585,196 (KHA and Geosyntec) would bring the agreed upon consultant fees to $1,638,811 which is still less than the State Revolving Fund Planning Loan amount of $1,750,000.

Attachments: Statement of Issue - REG. - 1155-2024 - Geo Syntec Amendment #2.pdf
Attachments: Amendment 2.Geosyntec Consultants_04172025.pdf

Statement of Issue – Reg. 1155-2024

On April 5, 2022, The HCBCC approved receipt of a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund (SRF) Planning Loan in the amount of $1,750,000. On February 21, 2023, HCBCC approved Professional Services Agreements with Geosyntec Consultants Inc. (fee $542,516.00) Kimley-Horn and Associates (KHA) (fee of $805,430.00) for Water Quality and Drainage Studies. Geosyntec Consultants Inc. was assigned the following study areas:

- Sebring Country Estates (Sebring Watershed)
- Sebring Falls (Sebring Watershed)
- Placid Lakes

This amendment is to add to the scope of work to model the future build out conditions in order to determine stormwater capital projects that meet future conditions.

AMENDMENT 2 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND GEOSYNTEC CONSULTANTS, INC.

THIS AMENDMENT 2 is made by and between Highlands County, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as "COUNTY" and Geosyntec Consultants, Inc., 900 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487, hereinafter referred to as "CONSULTANT".

WHEREAS, on February 21, 2023, the COUNTY and the CONSULTANT entered into an Agreement for Water Quality and Drainage Study Services which was amended on May 21, 2024, through Amendment 1 ("Agreement"); and

WHEREAS, upon approval of the Amendment the parties inadvertently failed to extend the Term of the Agreement to accommodate the additional services; and

WHEREAS, the CONSULTANT has continued providing services under the Agreement as amended; and

WHEREAS, the COUNTY has requested that the CONSULTANT provide enhancements to the water quality and drainage modeling developed under the Agreement; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement as set forth herein.

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

1. SECTION 2, TERM, is hereby extended retroactively back to February 21, 2024, and shall continue until such time as the services set forth or related herein are completed.

2. SECTION 3, SCOPE OF SERVICES, is hereby amended to include the services set forth in **Exhibit "A-2,"** attached hereto.

3. SECTION 7, COMPENSATION, is hereby amended in an amount not to exceed Fifty-three Thousand Six Hundred Fifteen and 00/100 ($53,615.00) as set forth in **Exhibit "B-2,"** attached hereto.

4. 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.

[Signatures on Following Page]

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

CONSULTANT

_____
Print: Mark Ellard
Title: Senior Principal

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Mark Ellard, as Senior Principal, of Geosyntec Consultants, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Consultant, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 16th day of April, 2025.

(stamp)

CLARISSA YUKNAVAGE
Notary Public - State of Florida
Commission # HH 632903
My Comm. Expires Mar 17, 2029
Bonded through National Notary Assn.

_____
NOTARY PUBLIC, State of Florida

Exhibit "A-2"
Scope of Services

TASK 1 – SUPPLEMENTAL PROJECT MEETINGS AND ADMINISTRATION

A. Supplemental Project administration setup
B. Supplemental Management of technical staff efforts and general project QA/QC
C. Supplemental Project tracking, schedule updates, project meetings, monthly status reports, etc.

TASK 2 – FUTURE CONDITIONS MODEL ANALYSIS

A. Landuse Layer Modification - The Consultant will analyze and update the landuse layer used for the existing conditions model to reflect anticipated build-out conditions, including changes in impervious surfaces, green spaces, and other land use categories that affect runoff and infiltration rates
B. Storage Availability Modification – The cumulative effect of constructing individual single-family residences on fill without requiring compensatory storage on a large scale can lead to significant loss of storage capacity. To address this, the Consultant will account for this in the future conditions analysis by evaluating and modifying storage availability data in the model. This includes accounting for the loss of existing storage within natural depressions, wooded areas, and facilities such as detention basins and retention ponds.
C. Modified Hydrologic Parameterization (Time of Concentration, DCIA, and Impervious Layers Modification, Peak Runoff Attenuation) - The Consultant will recalculate Tc, DCIA and impervious values in each sub-basin based on updated landuse data. The Consultant will account for peak runoff attenuation requirements for new development in the model.
D. Update Final Report and Deliverables - The Consultant will update the final report describing the analysis used to develop the future conditions model. The report will include a brief discussion of model development and will include figures of the updated GIS layers, pre/post flood inundation polygons, as well as tables of the modified parameters and a result comparison.

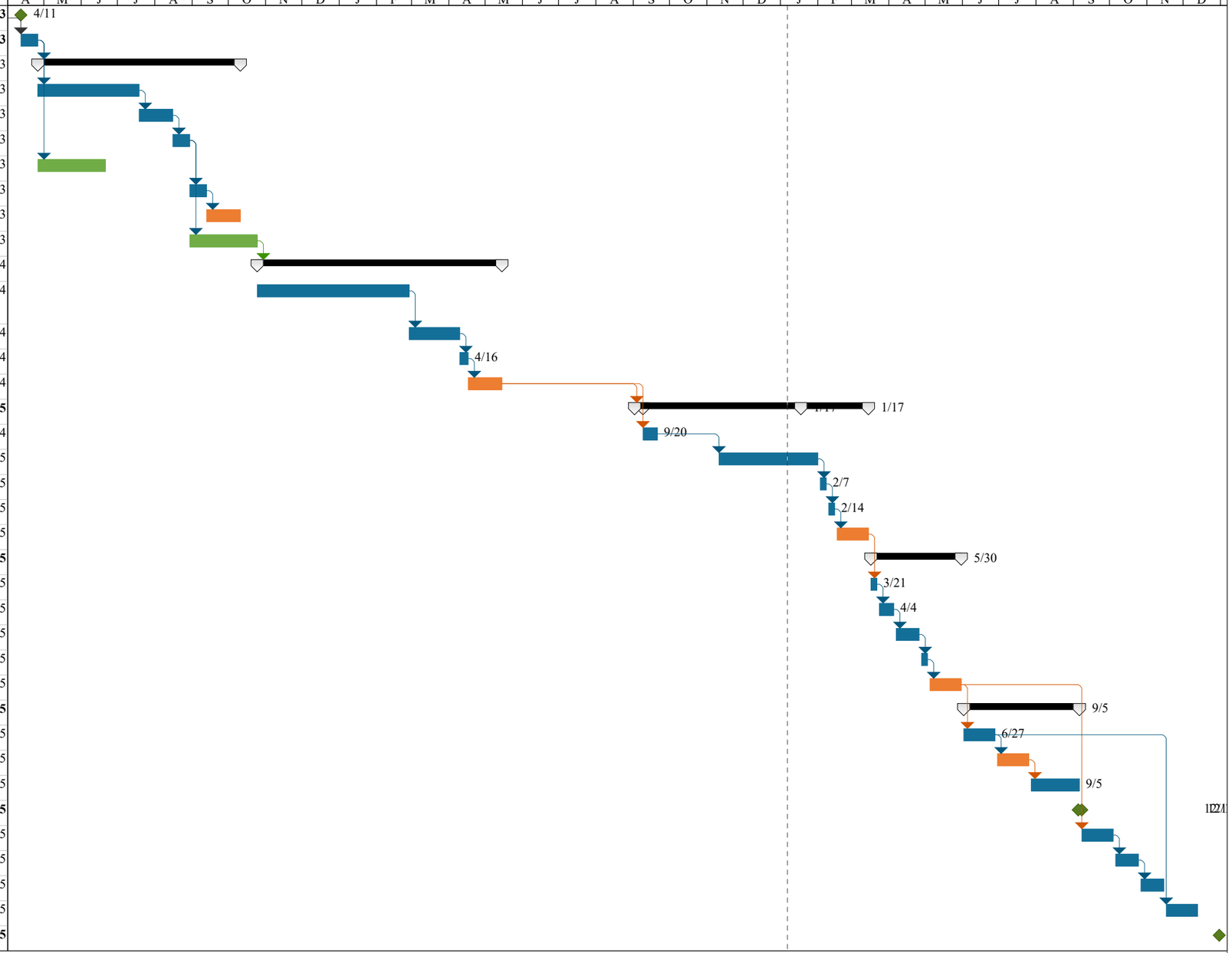
Deliverables:

- Updated reference documents compilation
- Updated Future Conditions GWIS geodatabase for each watershed study area.
- Model development calculations including Time of Concentration calculations, Green-Ampt parameters, Impervious calculations, etc.
- Updated Future Conditions ICPR4 model input and results for each watershed study area.
- Updated Final Report and Deliverables

PROJECT SCHEDULE
RFP 22-012-LD Professional Services for Water Quality and Drainage Studies
Highlands County, Florida

Original: April 11, 2023
Revised: January 8, 2025

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**	1 day	**Tue 4/11/23**	**Tue 4/11/23**
2	**1 - Project Kickoff Meeting**	10 days	**Wed 4/12/23**	**Tue 4/25/23**
3	**2 - Data Collection and Documentation**	120 days	Wed 4/26/23	Tue 10/10/23
4	2A - Initial Data Collection and Desktop Review	60 days	Wed 4/26/23	Tue 7/18/23
5	2B - Field Visit	20 days	Wed 7/19/23	Tue 8/15/23
6	2C - Coordination with Surveyor	10 days	Wed 8/16/23	Tue 8/29/23
7	2D - Desktop Environmental Review - Modica & Associates	40 days	Wed 4/26/23	Tue 6/20/23
8	2E - Data Collection Deliverable	10 days	Wed 8/30/23	Tue 9/12/23
9	County Review	20 days	Wed 9/13/23	Tue 10/10/23
10	Drainage Survey - Echo UES	40 days	Wed 8/30/23	Tue 10/24/23
11	**3 - Existing Conditions Analysis**	145 days	Wed 10/25/23	Tue 5/14/24
12	3A - Existing Conditions Stormwater Hydraulic & Hydrological (H&H) Model	90 days	Wed 10/25/23	Tue 2/27/24
13	3B - Existing Conditions H&H Model Calibration/Verificatior	30 days	Wed 2/28/24	Tue 4/9/24
14	3C - Existing Conditions Deliverable	5 days	Wed 4/10/24	Tue 4/16/24
15	County Review	20 days	Wed 4/17/24	Tue 5/14/24
16	**4 - Alternatives Analysis**	100 days	**Mon 9/2/24**	**Fri 1/17/25**
17	4A - Initial Project Selection	10 days	Mon 9/9/24	Fri 9/20/24
18	4B - Modeling Alternatives Analysis	60 days	Mon 11/11/24	Fri 1/31/25
19	4C - Secondary Drainage System	5 days	Mon 2/3/25	Fri 2/7/25
20	4D - Alternative Analysis Deliverable	5 days	Mon 2/10/25	Fri 2/14/25
21	County Review	20 days	Mon 2/17/25	Fri 3/14/25
22	**5 - Benefit-Cost Analysis**	55 days	**Mon 3/17/25**	**Fri 5/30/25**
23	5A - Preliminary Layouts (3)	5 days	Mon 3/17/25	Fri 3/21/25
24	5B - Preliminary Opinions of Probable Constuction Cost	10 days	Mon 3/24/25	Fri 4/4/25
25	5C - Decision Support Matrix	15 days	Mon 4/7/25	Fri 4/25/25
26	5D - Benefit-Cost Analysis Deliverable	5 days	Mon 4/28/25	Fri 5/2/25
27	County Review	20 days	Mon 5/5/25	Fri 5/30/25
28	**6. Final Report and Recommendation**	70 days	**Mon 6/2/25**	**Fri 9/5/25**
29	Draft Report and Deliverables	20 days	Mon 6/2/25	Fri 6/27/25
30	County Review	20 days	Mon 6/30/25	Fri 7/25/25
31	Final Report and Deliverables	30 days	Mon 7/28/25	Fri 9/5/25
32	**CO1. Future Conditions Model Analysis**	72 days	**Fri 9/5/25**	**Mon 12/15/25**
33	Landuse Layer Modification	20 days	Mon 9/8/25	Fri 10/3/25
34	Storage Availability Modification	15 days	Mon 10/6/25	Fri 10/24/25
35	Modified Hydrologic Parameterization	15 days	Mon 10/27/25	Fri 11/14/25
36	Update Final Report and Deliverables	20 days	Mon 11/17/25	Fri 12/12/25
37	**Project Close-out**	1 day	**Tue 12/30/25**	**Tue 12/30/25**



Geosyntec consultants

Baseline Milestone ◇ Task Project Summary Manual Summary
Baseline Summary Summary Manual Summary Rollup Baseline

Exhibit "B-2"
Compensation

Water Quality and Drainage Study

RFP 22-012-LD Professional Services for Water Quality and Drainage Studies

Task # / Subtask ID	Sebring Country Estates / Geosyntec Task Name / Subtask Name/Description	Principal Engineer $275	Senior Engineer 2 $255	Senior Engineer 1 $235	Engineer 2 $208	Engineer 1 $185	Senior Designer $178	Designer $148	Engineering Intern $140	GIS Specialist $122	Senior Engineering Technician $98	Engineering Technician $82	Secretary/Clerical $60	*Fee*	*Total Hours*
1	**Supplemental Project Meetings and Administration**														
A	Supplemental Project administration setup	1		3									2	$ 1,100	6
B	Supplemental Management of technical staff efforts and general project QA/QC	2		3										$ 1,255	5
C	Supplemental Project tracking, schedule updates, project meetings, monthly status reports, etc.	5		5									5	$ 2,850	15
															0
	Subtotal (Hours)	8	0	11	0	0	0	0	0	0	0	0	7		26
	Subtotal (Dollars)	$2,200	$0	$2,585	$0	$0	$0	$0	$0	$0	$0	$0	$420	$ 5,205	
2	**Future Conditions Model Analysis**														
A	Landuse Layer Modification		1	2		4								$ 1,465	7
B	Storage Availability Modification		1	2		10								$ 2,575	13
C	Modified Hydrologic Parameterization		2	5		15								$ 4,460	22
D	Update Final Report and Deliverables	2		8		12							3	$ 4,830	25
	Subtotal (Hours)	2	4	17	0	41	0	0	0	0	0	0	3		67
	Subtotal (Dollars)	$550	$1,020	$3,995	$0	$7,585	$0	$0	$0	$0	$0	$0	$180	$ 13,330	
														$ 18,535	0

Subconsultant Services		Markup	
Survey Services	$0	10%	$0
Desktop Environmental Review	$0	10%	$0
Total Fee	**$ 18,535**		

Water Quality and Drainage Study

RFP 22-012-LD Professional Services for Water Quality and Drainage Studies

Task # / Subtask ID	Sebring Falls Geosyntec Task Name / Subtask Name/Description	Principal Engineer $275	Senior Engineer 2 $255	Senior Engineer 1 $235	Engineer 2 $208	Engineer 1 $185	Senior Designer $178	Designer $148	Engineering Intern $140	GIS Specialist $122	Senior Engineering Technician $98	Engineering Technician $82	Secretary/Clerical $60	*Fee*	*Total Hours*
1	**Supplemental Project Meetings and Administration**														
A	Supplemental Project administration setup	1		3									2	$ 1,100	6
B	Supplemental Management of technical staff efforts and general project QA/QC	2		3										$ 1,255	5
C	Supplemental Project tracking, schedule updates, project meetings, monthly status reports, etc.	4		4									5	$ 2,340	13
															0
	Subtotal (Hours)	7	0	10	0	0	0	0	0	0	0	0	7		24
	Subtotal (Dollars)	$1,925	$0	$2,350	$0	$0	$0	$0	$0	$0	$0	$0	$420	$ 4,695	
2	**Future Conditions Model Analysis**														
A	Landuse Layer Modification		1	2		2								$ 1,095	5
B	Storage Availability Modification		1	2		9								$ 2,390	12
C	Modified Hydrologic Parameterization		2	5		12								$ 3,905	19
D	Update Final Report and Deliverables	2		8		12							3	$ 4,830	25
	Subtotal (Hours)	2	4	17	0	35	0	0	0	0	0	0	3		61
	Subtotal (Dollars)	$550	$1,020	$3,995	$0	$6,475	$0	$0	$0	$0	$0	$0	$180	$ 12,220	
														$ 16,915	0

Subconsultant Services		Markup	
Survey Services	$0	10%	$0
Desktop Environmental Review	$0	10%	$0
Total Fee	**$ 16,915**		

Water Quality and Drainage Study

RFP 22-012-LD Professional Services for Water Quality and Drainage Studies

Task # / Subtask ID	Lake Placid / Geosyntec Task Name / Subtask Name/Description	Principal Engineer $275	Senior Engineer 2 $255	Senior Engineer 1 $235	Engineer 2 $208	Engineer 1 $185	Senior Designer $178	Designer $148	Engineering Intern $140	GIS Specialist $122	Senior Engineering Technician $98	Engineering Technician $82	Secretary/Clerical $60	*Fee*	*Total Hours*
1	**Supplemental Project Meetings and Administration**														
A	Supplemental Project administration setup	1		3									2	$ 1,100	6
B	Supplemental Management of technical staff efforts and general project QA/QC	2		3										$ 1,255	5
C	Supplemental Project tracking, schedule updates, project meetings, monthly status reports, etc.	5		5									5	$ 2,850	15
															0
	Subtotal (Hours)	8	0	11	0	0	0	0	0	0	0	0	7		26
	Subtotal (Dollars)	$2,200	$0	$2,585	$0	$0	$0	$0	$0	$0	$0	$0	$420	$ 5,205	
2	**Future Conditions Model Analysis**														
A	Landuse Layer Modification		1	2		3								$ 1,280	6
B	Storage Availability Modification		1	2		10								$ 2,575	13
C	Modified Hydrologic Parameterization		2	5		14								$ 4,275	21
D	Update Final Report and Deliverables	2		8		12							3	$ 4,830	25
	Subtotal (Hours)	2	4	17	0	39	0	0	0	0	0	0	3		65
	Subtotal (Dollars)	$550	$1,020	$3,995	$0	$7,215	$0	$0	$0	$0	$0	$0	$180	$ 12,960	
														$ 18,165	0

Subconsultant Services		Markup	
Survey Services	$0	10%	$0
Desktop Environmental Review	$0	10%	$0
Total Fee	**$ 18,165**		

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Sally Hood, Accounting and Finance Director Highlands County Clerk of Courts Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **Request approval of the Highlands County Banking Extension with Truist Bank.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Highlands County Banking Extension with Truist Bank.

FISCAL IMPACT

Estimated annual interest earnings are $238,481 and the annual fees are $39,688, which is an estimated net annual fiscal impact of $198,793. The interest rate will remain at 1.75%.

Attachments: Statement of Issue.pdf
Attachments: Highlands County BOCC Banking Extension 2025.pdf

Statement of Issue

On May 11, 2020 the Board entered into a three (3) year contract with Truist Bank for banking services. On May 2, 2023, in accordance with the terms of the contract, the Board approved a term extension of the contract for an additional two (2) years, which expires on May 10, 2025. In accordance with the terms of the contract, the contract may be extended two (2) times beyond the extended expiration date of May 10, 2025. Each extension, if exercised, is for an additional two (2) years. If the second extension option is exercised, the extension will commence on May 11, 2025 and will expire on May 10, 2027.

The new Term will begin on May 11, 2025, and end on May 10, 2027.

March 24, 2025

TRUIST

Chair Arlene Tuck
Highlands County Board of County
Commissioners

RE: Highlands County Banking Extension

Dear Ms. Tuck:

Truist (the "Bank") is pleased to offer the Highland County Board of County Commissioner's (the "BOCC") an extension of the banking services to begin upon the expiration of the existing banking contract for another two years (the "Extension"), with one additional two year option available to the BOCC, thereafter (the "Two Year Extension Option"). Under terms of the Extension, the County will earn credit of 125 bps or 1.25%, applied to the compensating balance. For balances above the compensating / target balance, Truist will pay an interest rate of 1.750%. Under terms of the Extension, earnings credits will be applied as compensating balances to offset service fees. Excess balances not required to offset fees will earn interest, based on managed rates. Rates may be increased or decreased based on the prevailing economic market conditions. No change is needed to the Treasury Management Master Agreement, already on file with Truist.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the BOCC and Highlands County for the ever changing business and economic landscape with which we are faced.

Yours sincerely,

Clayton Thompson
Vice President
Truist Bank

Highlands County Board of County Commissioners:

_____

Chair

ATTEST:

_____

_____

Jerome Kaszubowski
Highlands County Clerk of Courts

DATE: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Dustin Fitch, Deputy Chief**

SUBJECT/TITLE: **Public hearing to consider the approval of City of Sebring Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN)**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the City of Sebring Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN)

FISCAL IMPACT

There is no fiscal impact

Attachments: Application.pdf
Attachments: COI.pdf
Attachments: COPCN - Class 5.pdf
Attachments: Statement of Issue.pdf
Attachments: City of Sebring aff.pdf

Highlands County Fire Rescue

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY CLASS 5 ALS NON-TRANSPORTATION SERVICE LICENSE APPLICATION

Please type. Answer all questions that apply to the level of service to be provided. Attach additional sheets as needed.

STATEMENTS AND MATERIALS SUBMITTED WILL BE SUBJECT TO VERIFICATION

CHECK TYPE OF APPLICATION FOR CLASS 5 SERVICE

☑ New ☐ Renewal

City of Sebring Fire Department
Name of Entity

301 N. Mango Street	Sebring	Florida	33870
Mailing Address	City	State	Zip Code

(863) 471-5105
Telephone

1. John Shoop — johnshoop@mysebring.com
Chairperson's Name — Email Address

368 S. Commerce Ave	Sebring	Florida	33870
Mailing Address	City	State	Zip Code

(Attach names of elected officials)

2. Scott Noethlich — (863) 471-5100 — scottnoethlich@mysebring.com
Administrator/Contact Person — Telephone — Email Address

3. Date incorporated/formation of entity: 1912

Additional pages may be added as needed.

4. Attach copy of law creating the entity: Attachment # _____

5. Address of present/proposed main station and any substations (attach list if more than three (3) substations):

   Main Station: 301 N. Mango Street, Sebring, Florida 33870

   Substation: 1037 US 27 S, Sebring, Florida 33870

   Substation: _____

   Substation: _____

6. Financial Information: (Attachment #_____)

   Provide a copy of the most recent Comprehensive Annual Financial Report.

7. Insurance: (Attachment #_____)

   Provide copies of Certificates of Insurance.

8. Vehicle information: Complete and attach appropriate form. (Attachment #)

9. Personnel information: Complete and attach appropriate form. (Attachment #)

10. Miscellaneous for Initial Applications:

    A. Attach copy of contract with Highlands County's Medical Director. (Attachment #)

    B. Provide the name of your Quality Improvement/Assurance officer.
    Name: Carlos Rivera Phone: (863) 547-5318 Email: carlosrivera@mysebring.com

    C. Identify staffing patterns and operational hours for each potentially or permitted vehicle in your fleet. (Attachment #)

    D. Attach proof of purchase of major medical equipment as approved by the County's Medical Director. (Attachment #)

    E. Attach proof of purchase of EPCR/EHR software that Highlands County Fire Rescue currently uses. (Attachment #)

11. Miscellaneous for Renewals only:

    A. Provide and annual report of your services, including ALS and BLS service time per vehicle. (Attachment # n/a)

12. If any local, state, or federal grants funds are associated with the service provided in this application, provide a copy of the application and award documents, including the scope of work.
    (Attachment #n/a)

The Applicant acknowledges the following regarding ALS non-transport, once certificate is issued it:

1. Shall utilize Highlands County Fire Rescue's Medical Director.
2. Shall provide response on all dispatched medical calls for service in the jurisdictional boundary of the COPCN holder.
3. Shall participate in EMS system quality assurance/improvement.
4. Shall comply with the County's medical director's credentialing standards for EMT's and paramedics.
5. Shall abide by the county's Medical and Trauma Transport Protocols and standard operating procedures promulgated by the county's EMS medical director.
6. Shall relinquish patient care to Highlands County Fire Rescue upon their arrival to the scene, unless otherwise directed by the HCFR charge paramedic or higher HCFR authority.
7. Shall not submit a bill for service to a patient or the County for the cost of performing ALS non-transport services.
8. Shall not use ambulances or other patient transport-capable vehicles when providing ALS non-transport services; and
9. Permitted vehicles shall consist of fire engines or fire suppression apparatus that are ordinarily used in business of fire extinguishment or fire prevention services for the protection of life and property.

The applicant acknowledges the following by signing and submitting this application:

Signature of Chairperson or Administrator

Mayor
Title

STATE OF FLORIDA
COUNTY OF Highlands

Sworn to (or affirmed) and subscribed before me this 19th day of March, 20 25, by

(name of person making statement).

(Signature of Notary Public - State of Florida)

Seal

ANAISA CABRERA
Notary Public - State of Florida
Commission # HH 498437
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known: [✓] OR Produced Identification [ ]

Type of Identification Produced: FL DL

Highlands County Fire Rescue

COPCN MANAGEMENT INFORMATION FORM

Name of service: Sebring Fire Department

Website address: https://www.mysebring.com/150/Fire-Department

Highlands County business address:
301 N. Mango Street

City and Zip Code: Sebring, Florida 33870

Headquarters business address:
301 N. Mango Street

City and Zip Code: Sebring, Florida 33870

Dispatch telephone number: 863-471-5105

Management Contact Information

Name: Lt. Carlos Rivera

24-hour contact number: 863-547-5318

Name: Chief Robert Border

24-hour contact number: 863-381-1816

All applicants:

1. Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of $500, exact fees charged for notification process and vehicle permit fees of $100 per vehicle listed on Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.

2. Renewal applicants: Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of $500, exact fees charged for notification process, and vehicle permit fees of $100 per vehicle listed on the Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.

    - If a request for renewal is less than three months from the expiration of COPCN or application inaccuracies caused by the applicant create a delay of renewal to extend beyond the expiration of the services current COPCN, a non-refundable $250 late fee will be imposed and required paid prior to notification of renewal request.
    - Any renewal COPCN requiring an extension of service due to late filing to be brought before the Highlands County Board of County Commissioners will require a non-refundable $1,000 extension fee imposed and paid prior to notifications of extension and renewal application request.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management 20 N. Orange Ave., Suite 500 Orlando FL 32801	**CONTACT NAME:** Jenna Jennings **PHONE (A/C, No. Ext):** 4074452414 **FAX (A/C, No):** 407-445-2868 **E-MAIL ADDRESS:** jenna.jennings@wrmllc.com
INSURED SEBRING-01 City of Sebring 368 South Commerce Avenue Sebring FL 33870-6694	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Public Risk Management of FL (/ 11111 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 754561253 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PRM024-011A-012	10/1/2024	10/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			PRM024-011A-012	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X APD						APD DEDUCTIBLE	$ 10,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PRM024-011A-012	10/1/2024	10/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Blanket Utility Service Drop Permit
with respects to the listed coverage held by the named insured, as evidence of insurance.
Per the Attorney General's Opinion, as Per FL Statute 768.28, governmental entities may not add another party as an additional insured.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
505 S Commerce Ave,
Sebring FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A. Cour

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CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER
World Risk Management
20 N. Orange Ave.,
Suite 500
Orlando FL 32801

CONTACT NAME: Jenna Jennings
PHONE (A/C, No, Ext): 4074452414 **FAX (A/C, No):** 407-445-2868
E-MAIL ADDRESS: jenna.jennings@wrmllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Public Risk Management of FL (	11111
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SEBRING-01
City of Sebring
368 South Commerce Avenue
Sebring FL 33870-6694

COVERAGES **CERTIFICATE NUMBER:** 754561253 **REVISION NUMBER:**

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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ EXCLUDED
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	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			PRM024-011A-012	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X APD						APD DEDUCTIBLE	$ 10,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		PRM024-011A-012	10/1/2024	10/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Blanket Utility Service Drop Permit
with respects to the listed coverage held by the named insured, as evidence of insurance.
Per the Attorney General's Opinion, as Per FL Statute 768.28, governmental entities may not add another party as an additional insured.

CERTIFICATE HOLDER

Highlands County Board of County Commissioners
505 S Commerce Ave,
Sebring FL 33870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
A. Cour

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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS *City of Sebring Fire Department,* applied for a Class 5 Governmental ALS Non-Transportation Service licensure in Highlands County to provide non-transport ALS assistance to the citizens of the jurisdictional boundaries of the City of Sebring.

WHEREAS *City of Sebring Fire Department,* has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS *City of Sebring Fire Department,* has indicated that they will comply with all the requirements of Chapter 5 of the Code of Ordinances, Highlands County, Florida, that pertain to the class of service licensed, and will offer twenty-four-hour service to all of Highlands County.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue a license to *City of Sebring Fire Department* for Class 5 Governmental ALS Non-Transportation Service for a period of two years.

This license is effective May 6, 2025, and will expire May 6, 2027, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts
Highlands County Florida

_____
Arlene Tuck
Chairwoman, Board of County Commissioners

Date: May 6, 2025

Statement of Issue # REG.1137-2024

City of Sebring Fire Department submitted a COPCN application for a Class 5 Non-Transportation application to Highlands County Fire on March 27, 2025. The application was found complete and was publicly noticed on April 4, 2025, pursuant to Section 5-56(b) of the code of ordinances, Highlands County, Florida

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Public Hearing 5/6/25 City Seb

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

April 04, 2025

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Sworn to and subscribed before me this 4th day of April 2025 by Janet Emerson, who is personally known to me.

Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00035703 00181374

HIGHLANDS COUNTY FIRE RESCUE
4506 KENILWORTH BLVD
SEBRING, FL 33870

NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

NOTICE OF PUBLIC HEARING TO CONSIDER ISSUANCE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on May 6, 2025, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

The CITY OF SEBRING, a governmental entity within Highlands County, on behalf of its Fire Department, has submitted an application to Highlands County Fire Rescue Service for a new Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 5 Governmental ALS non transport. This class of service may allow, at the County's request, the rendering of on-scene ALS assistance outside of jurisdictional boundaries prior to transport by Highlands County Fire Rescue. The applicant intends to serve the jurisdictional boundary of the City of Sebring within the geographical boundary of Highlands County.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Dustin Fitch, Deputy Chief, at that address or by phone at (863) 402-7600.

All interested persons may appear and be heard at the time and place specified above.

Any person who might wish to appeal any decision made by the 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 for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the County'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 Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk
April 4, 2025

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Dustin Fitch, Deputy Chief**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-089 extending the Certificate of Public Convenience and Necessity for Pasco-Pinellas, Hillsborough Health System, Inc. DBA Adventhealth Wesley Chapel.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-089 extending the Certificate of Public Convenience and Necessity for Pasco-Pinellas, Hillsborough Health System, Inc. DBA Adventhealth Wesley Chapel.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue.pdf
Attachments: 24-25-089.AdventHealth Wesley Chapel.COPCN Ext.SGS.pdf

Statement of Issue # REG.1135-2024

Pasco-Pinellas, Hillsborough Health System Inc. DBA Adventhealth Wesley Chapel COPCN expired on March 21, 2025, and have already submitted their application for renewal.

RESOLUTION NO. 24-25-089

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE PROVISIONAL EXTENSION OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR PASCO-PINELLAS, HILLSBOROUGH HEALTH SYSTEM INC., D/B/A ADVENTHEALTH WESLEY CHAPEL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF PROVISIONAL EXTENSION OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY; 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, Pasco-Pinellas, Health System Inc., d/b/a AdventHealth Wesley Chapel, holds a Certificate of Public Convenience and Necessity ("COPCN") for Class 2 Basic Life Support ("BLS") ambulance and Class 3 Advanced Life Support ("ALS") ambulance; and

WHEREAS, Pasco-Pinellas, Health System Inc., d/b/a AdventHealth Wesley Chapel, submitted the renewal application for its COPCN; however, additional information was needed by the County to recommend approval of the requested renewal; and

WHEREAS, the Pasco-Pinellas, Health System Inc., d/b/a AdventHealth Wesley Chapel, COPCN expired as of March 25, 2025, while the application for renewal was being processed; and

WHEREAS, Pasco-Pinellas, Health System Inc., d/b/a AdventHealth Wesley Chapel, has one or more contracts to provide ambulance service to facilities in Highlands County, Florida; and

WHEREAS, service interruptions to Pasco-Pinellas, Health System Inc., d/b/a AdventHealth Wesley Chapel, is not in the best interest of the health, safety and welfare of the public.

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 Provisional Extension of Certificate of Public Convenience and Necessity.** Provisional extension of the COPCN for Pasco-Pinellas, Health System Inc., d/b/a AdventHealth Wesley Chapel, is hereby granted for a period of sixty (60) days from the date hereof or until such time as the renewal application has been fully processed, a public hearing has been held and a final decision has been made by Highlands County related to the renewal of the COPCN, whichever occurs first.

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 provisional extension of COPCN for Pasco-Pinellas, Health System Inc., d/b/a AdventHealth Wesley Chapel, 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 6th day of May 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-062 to realign funding in Project 23025 Body-Worn Camera Funds to match the Sheriff's books for Subscription-Based Information Technology Arrangements (SBITA) purposes.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-062 to realign funding in Project 23025 Body-Worn Camera Funds to match the Sheriff's books for Subscription-Based Information Technology Arrangements (SBITA) purposes.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: 24-25-062 Project 23025 BW Camera Funds 24-25 Prin_Int Accts (BA).pdf
Attachments: 1136-2024 Statement of Issue (Body Worn Cameras Realignment).pdf

REVIEWED
O.M.B DEPARTMENT
April 2, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/1/2025** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101**

PROJECT(S) #: **23025** PROJECT TITLE(S): **Body-Worn Camera Funds 24-25** COST CENTER TITLE(S): **Sheriff - 005**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	56001Z	Project Capital Outlay	23025	729,390.87		729,390.87	0.00
E	005	3101	57100Z	Project Principal Payments	23025	0.00	698,781.46		698,781.46
E	005	3101	57200Z	Project Interest Payments	23025	0.00	30,609.41		30,609.41
									0.00
									0.00
									0.00
									0.00

REASON: **To realign funding in Project 23025 Body-Worn Camera Funds 24-25 in accordance with payments made on the Sheriff's side to pay off the Axon Agreement for SBITA purposes.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-062**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

On 3/18/25, budget amendment 24-25-048 was brought to the Board to transfer the budget for the Sheriff body-worn cameras from cost center 3327 Law Enforcement Other to cost center 3101 Sheriff - 005 to pay off the Axon Agreement on the Sheriff's books. After further discussion, it was determined to realign the budget in cost center 3101 into the appropriate principal and interest accounts to match the Sheriff's books for SBITA (audit) purposes. Budget amendment 24-25-062 is being presented to complete that process.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request Adoption of Resolution 24-25-092 for Budget Amendment 24-25-066 to appropriate General Fund Fund Balance and transfer funds to the Fire Assessment Fund for the assessment exemption buy-downs.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-092 for Budget Amendment 24-25-066 to appropriate General Fund Fund Balance and transfer funds to the Fire Assessment Fund for the assessment exemption buy-downs.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $3,025,788.53 and then transferred to Fund 181 (Fire Assessment) for the fire assessment exemption buy-downs. The funds will be appropriated in Project 23091 (Lake Placid Fire Station 36), cost center 3217 (Fire Assessments), account 56200Z (Project Buildings).

Attachments: 24-25-066 Fire Assessment Buy-Down Xfer Funding (BA).pdf
Attachments: 24-25-066R Fire Assessment Buy-Down Xfer Funding (Resolution).pdf
Attachments: Reg.-1141-2024 Proj 23091 Lk Placid Fire Station 36 (Stmt of Issue).pdf

REVIEWED
O.M.B DEPARTMENT
April 16, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/15/2025** SUBMITTED BY: **OMB**

FUND(S): **005, 181** FUND TITLE(S): **General, Fire Assessment** COST CENTER(S) #: **9101D, 3217**

PROJECT(S) #: **23091** PROJECT TITLE(S): **Lk Placid Fire Station 36** COST CENTER TITLE(S): **Interfund Transfers 005, Fire Assessments**
*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		7,081,405.61	3,025,788.53		10,107,194.14
E	005	9101D	59100	Non Operating Transfers		7,233,549.00	3,025,788.53		10,259,337.53
									0.00
R	181		3810000	Interfund Transfer		538,643.00		538,643.00	0.00
R	181		3810000	Interfund Transfer	23091	0.00	538,643.00		538,643.00
R	181		3810000	Interfund Transfer	23091	538,643.00	3,025,788.53		3,564,431.53
E	181	3217	56200Z	Project Building	23091	402,777.13	3,025,788.53		3,428,565.66
									0.00

REASON: **To appropriate General Fund Fund Balance and transfer assessment buy-downs to Fire Assessment Fund, Project 23091 Lk Placid Fire Station 36.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-066**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

RESOLUTION NO. 24-25-092

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-066 TO THE GENERAL AND 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 General and Fire Assessment 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 24-25-066 is hereby approved and authorized to appropriate Fund Balance (General Fund) in the amount of $3,025,788.53 and to transfer to Fire Assessment Fund Project #23091 Lk Placid Fire Station 36 for fire assessment exemption buy-downs. The net fiscal impact is an increase in the amount of $3,025,788.53.

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 6th day of May, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Reg.-1141-2024 Statement of Issue

On April 15, 2025, at the regularly scheduled Board meeting, the Board of County Commissioners approved to transfer the fire assessment exemption buy-downs for the prior six (6) years (FY18-19 thru FY23-24) as well as the current FY 24-25 totaling $3,564,431.53 which the Board requested that said funds be put into the Lk Placid Fire Station 36 project (23091).

This budget amendment is only appropriating $3,025,788.53 of the $3,564,431.53 as the department and OMB budgeted $538,643.00 in the FY 24-25 Adopted Budget in anticipation of the fire assessment exemption buy-downs for the current fiscal year.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

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

SUBJECT/TITLE: **Request adoption of Resolution 24-25-093 for Budget Amendment 24-25-067 to transfer funds from HCSO Detention Reconfiguration project # 16056 to Highlands County Jail Expansion project # 21064.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve adoption of Resolution 24-25-093 for Budget Amendment 24-25-067 to transfer funds from HCSO Detention Reconfiguration project # 16056 to Highlands County Jail Expansion project # 21064.

FISCAL IMPACT

The fiscal impact is a decrease of $1,286,459.00 from project # 16056, HCSO Detention Reconfiguration and a increase of $1,286,459.00 to project # 21064, Highlands County Jail Expansion. The net fiscal impact is $0.00 as we are simply transferring funds between projects.

Attachments: Statement_of_Issue Xfer 16056 funds to 21064.pdf
Attachments: 24-25-067 Xfer Proj 16056 Funding to Prtoj 21064_Jail Generator Purchase (BA).pdf
Attachments: 24-25-067R Xfer Proj 16056 Funding to Proj 21064_Jail Generator Purchase (Resolution).pdf

Capital Projects is requesting the transfer of funds in project #16056, HCSO Jail Reconfiguration, to project #21064, Highland County Jail Expansion for the purchase of two (2) generators for the expansion. CRA, as part of their Board approved agreements, assessed the generator needs of both the existing and new expansion of the jail. All parties have agreed to purchase 2 -600kw generators to replace the outdated generators. Project # 16056 was originally set up as part of the jail reconfiguration, however, the funds were not adequate to accomplish the changes needed. The reallocation of funds will help with the financial burden of the current jail expansion project.

REVIEWED
O.M.B DEPARTMENT
April 22, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/21/2025** SUBMITTED BY: **Tiffany Gunn**

FUND(S): **005** FUND TITLE(S): **General Fund** COST CENTER(S) #: **2680F / 3326**

PROJECT(S) #: **21064 / 16056** PROJECT TITLE(S): **Jail Expansion / HCSO Detention** COST CENTER TITLE(S): **Project Buildings**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Forward	16056	1,286,459.00		1,286,459.00	0.00
E	151	3322A	56200Z	Project Buildings	16056	1,286,459.00		1,286,459.00	0.00
R	151		3999100Z	Project Fund Balance Forward	21064	0.00	1,286,459.00		1,286,459.00
E	151	3322A	56400Z	Project Equipment	21064	0.00	1,286,459.00		1,286,459.00
									0.00
									0.00
									0.00

REASON: **To transfer available funding in Project 16056 to Project 21064 to purchase two (2) generators for the existing county jail facility as well as for the new jail expansion.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-067**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-093

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-067 TO THE INFRASTRUCTURE SURTAX 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 Infrastructure Surtax 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 24-25-067 is hereby approved and authorized to transfer funds from Project 16056 HCSO Detention Reconfiguration to Project 21064 HC Jail Expansion in the amount of $1,286,459.00 for the purchase of two (2) generators. The net fiscal impact is $0.00.

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 6th day of May, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

PRESENTER: **David Nitz, OMB Manager`**

SUBJECT/TITLE: **FY25/26 Preliminary Budget Outlook - General Fund**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

No Fiscal Impact

Attachments: Reg.-1159-2024 Stmt of Issue_FY25-26 Preliminary Budget Outlook.pdf
Attachments: Preliminary Budget Outlook_5-06-25.pdf

Reg.-1158-2024 **STATEMENT OF ISSUE**

As we approach the FY 25/26 budget season, Administration felt it was important to give the Commissioners a brief update on the General Fund with the FY 23/24 ACFR completed.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS

PRELIMINARY BUDGET OUTLOOK FY 25/26

MAY 6, 2025

GENERAL FUND BALANCE LOOK

Audited Fund Balance as of September 30, 2024	$ 58,492,322
Extraordinary Fund Anomalies:	
- Fund Transportation Trust FY25 Shortfall (Est.)	(4,377,179)
- ARPA Funds Collected/Unspent included FB	(8,331,165)
Current Fund Balance budgeted in FY 24/25	(7,081,405)
Remaining Unassigned Fund Balance Available	$ 38,742,573
General Fund Adopted Budget FY 25 (plus 5%)	$ 111,129,321
100% Grant Programs	(6,252,217)
Capital Items	(1,823,842)
Transfers to Other Funds	(7,367,180)
Reserve for Contingency	(506,500)
Total General Fund Balance Per Policy	$ 95,831,365
One Month Expenditures	$ 7,985,947
Number of Months of Available Fund Balance	4.85 Months
Number of Months if no Fund Balance is used in FY25	5.74 Months

AD VALOREM NOTES

- **FY 24/25 Estimated Ad Valorem Collections $ 57,913,117**
- **FY 25/26 Estimated Increase (For every 1%) $ 579,131**

CONCERNS ON THE HORIZON

1. FRS – Expected Increases
2. Property / Liability / W/C Insurance Premium increases
3. Fuel Costs Uncertainty
    - FY 23/24 – budgeted $3.50/gal.
    - FY 24/25 – budgeted $3.50/gal.
    - FY 25/26 – budgeting $3.25/gal but may need to increase
4. Inflationary Pressures / Uncertainty (tariffs)
5. Health Insurance Reserves – continued monitoring
6. Increasing Subsidies to Underperforming Funds (currently 7 funds)

WHAT IS NEXT?

1. Revenues… Ad Valorem expectations (preliminary estimated values by 5/31 from Property Appraiser)
2. Statistical data collection (OMB-ongoing)
3. Budget Submittals from Depts./ Outside Agencies
4. Dept. Budget Review with Admin/OMB – 5/7 - 5/22
5. Constitutionals Budget Submittals – 6/1

   (Tax Collector – 8/1)

5. Workshops – June / July / August
6. Budget Public Hearings – 9/4/25 & 9/16/25

DISCUSSION

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **May 6, 2025**

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

SUBJECT/TITLE: **County Attorney Status Report as of April 30, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Long Range Legal Log 4.30.25.kh.sgs.docx

LONG RANGE ATTORNEY LOG

***<u>Bolded/underlined</u> language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, and the travel policy in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	The 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. We have not been provided with any new information regarding the status or progress of this matter.
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	At the close of the last group meeting, the Cities and Town were supposed to provide a list of roads that they which they felt could be discussed for transfer of ownership and maintenance. The information was supposed to be provided to the Road & Bridge Director by April 4, 2025. To date, none of the jurisdictions have provided the requested information. As such, we will not be able to reschedule our meetings related to cleaning up enclaves and transfer of roads without the list of roads from each jurisdiction.

Revisions to organization of Advisory Board and Committees	The County Attorney's Office will continue to draft revisions for the remaining committees and will bring them before the Board in the next few meetings. The next round of committee revisions will be brought forward at the second meeting in May and will include: (Lake Istokpoga Management Committee (LIMC), Industrial Development Authority/ Economic Development (IDA/EDC), Historic Preservation Commission (HPC) and Veteran Services Advisory Board (VSAB).
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	The County Attorney's Office has started the task of removing procedures from our existing Policy and is working with Purchasing on revising the Purchasing Manual. Additionally, we are working with Purchasing on revising the platform and documentation for solicitations. The County Attorney's Office met with Purchasing on April 23, 2025 and agreed to a framework for the new Purchasing Manual. Both parties are continuing to work together to draft the new manual for Board approval.
Camping/Sleeping on Public Property Panhandling	The parties will continue to work together to bring a proposed Ordinance to the Board for approval. Polk County was initially set to adopt their Ordinance on April 15, 2025; however, it was continued to their May 6, 2025 Board meeting.
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. In addition, we have continued to work with Central Florida Health Behavioral Network to discuss the CORE Initiative that is being proposed in Highlands County. The County Attorney's Office has received information from the State regarding the ability to negotiate the terms of the Agreement with the Managing Entity for the Regional Fund (Central Florida Behavioral Network). A meeting is scheduled for May 2, 2025 between the County Attorney's Office and legal counsel for Central Florida Behavioral Network to discuss the terms of the proposed Agreement.
Court Administration Interlocal Agreement	We are working on an Interlocal Agreement with Court Administration in order to better manage the cost, liability and practical day to day operations associated with the employees who are used interchangeably for the 10th Judicial Circuit (Polk, Highlands and Hardee). The Agreement will include an annual budget process to be followed by Court Administration.
Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. The Animal Services Department of the Highlands County Sheriff has requested a update for animal adoption fees which is being working on and will be brought forward shortly outside of the annual adoption of the fee schedule due to an increase in costs to the County.
TDC Grant Application and Agreement	The County Attorney's Office is working with TDC staff to revise the current Grant Application and associated Agreement.

Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.
Local Business Tax Act	The County Attorney's Office has attended meetings with most of the Commissioners regarding the re-establishment of the Business Tax Receipt (BTR) to understand the expectations of each. The County Attorney's Office is now completing additional research based on discussions with each Commissioner. We will schedule a meeting with the Tax Collector once we have a working document so that we can discuss fees for his administration of the BTR.
Legislative Session Updates	The County Attorney's Office continues to monitor several bills that will impact our County and/or our County Departments and the services we provide and will report to the Board accordingly.
Housing (SHIP) Mortgage Documents	The County Attorney's Office will be reviewing and revising the SHIP Mortgage documents including the Satisfaction of Mortgage and Release documents to accommodate issues that we have been experiencing with title companies and with amending documents as necessary based on changes to the SHIP arrangement with property owners.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 6, 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: **May 6, 2025**

PRESENTER:

SUBJECT/TITLE: **Board payables from May 6, 2025, through May 19, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of board payables

FISCAL IMPACT