HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, May 21, 2024
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

1 MEETING CALLED TO ORDER: Invitation to fill out "COMMENTS BY THE PUBLIC" forms.
Please silence all cell phones and devices.

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will meet on Tuesday, May 21, 2024, at 3:00 p.m., in the HSWCD Conference Room, 4505 George Blvd., Sebring

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, May 22, 2024, at 10:30 a.m., in the Meeting Room of the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid

The Highlands County Health Facilities Authority will meet on Wednesday, May 22, 2024, at 12:00 p.m., in the Sebring City Council Chambers at the Sebring City Hall, 368 S. Commerce Ave., Sebring

The Value Adjustment Board will hold their final Board meeting on Friday, May 24, 2024, at 2:00 p.m., in the Board room, 600 S. Commerce Ave., Sebring

Highlands County offices will be closed on Monday, May 27,2024, in observance of the Memorial Day holiday.

The Highlands County Hospital District will meet on Thursday, March 28, 2024, at 1:00 p.m., in the Engineering Training room, 505 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing May 2024 as "National Military Appreciation Month" in Highlands County, Florida.*
Denise Williams, County Veteran Services Officer
There is no fiscal impact.
NATIONAL MILITARY APPRECIATION MONTH_May 2024-CES.pdf

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the County Deed transferring property back to Adventist Health System/Sunbelt Inc. approval the Release of Easement located at 1198 US 27 North, Lake Placid Florida 33852 and 1210 US 27 North, Lake Placid, Florida and authorization for the Chairman to execute the County Deed and Release of Easement documents.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
County Deed.HC.AdventHealth.SGS41724.docx
Advent Release of Easement.pdf

8.B *Request approval of the position changes to the Job Title and Pay Grade of the Building Department Administrator position from Building Department Administrator to Building Department Administrative Supervisor and from Pay Grade 112 to Pay Grade 114.*
Leah Sauls, Development Services Director
There is no fiscal impact

Building Department Administrative Supervisor.pdf
Building Department Administrative Supervisor (1001) 05.07.24_Clean Copy.pdf

8.C *Request to Adopt Resolution 23-24-91 to Vacate a portion of a Drainage Easement. 423 Catfish Creek Rd, Lake Placid, FL 33852.*
J.D. Langford, P.E., County Engineer
There is no fiscal impact.
VOE - 423 Catfish Creek Rd Agenda Packet.pdf

8.D *Request approval of interlocal agreement between Charlotte County on behalf of the Coastal and Heartland National Estuary Partnership.*
Mitchell D. Thomas, P.E., Critical Infrastructure Project Manager
There is no fiscal impact to the overall budget at this time. As “Work Assignments” are approved, the allotted grant funds will be appropriated in Fund 005 (General), Cost Center 4501 (Critical Infrastructure Operations).
Interlocal Agreement with Highlands County.pdf

8.E *Request approval of a NewEvent Tourist Development Grant for annual Florida Blast Lacrosse Tournament in Highlands County for years 2024 - 2026.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in the current fiscal year for marketing said event. The Florida Blast Lacrosse Tournament is eligible for $90,000.00 for Year #1 (2024), $90,000.00 for Year #2 (2025), and $90,000.00 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
Grant Contract - Florida Blast Lacrosse Tournament 2024 -2026.FPLsigned.pdf
Attachment A - Grant Contract - Florida Blast Lacrosse Tournament 2024 - 2026.pdf

8.F *Request approval of Budget Amendment 23-24-100 to realign unused funds from Road Construction Projects.*

Jonathan Harrison, Road & Bridge Director
No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $33,487.19 are merely being transferred from Project #23021 and #23022 (4102A 56301Z) in the amounts of $20,082.29 and $13,404.90, respectively, to Project #23036, #23040 and #23079 in cost center 4102A (Transportation Projects), account 56301Z (Project Capital Infrastructure) in the amounts of $12,065.00, $2,814.19, and $18,608.00, respectively.
23-24-100 Realign Road Reconstruction Funding (BA).pdf

8.G *Request to approve Amendment No. 2 to the Agreement between Highlands County and Tetra Tech, Inc. for Disaster Debris Monitoring Services.*
Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director
There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.
Tetra Tech signed Highlands County Debris Monitoring Amend. 2 (TT Signed).pdf

8.H *Request to approve Amendment No. 2 to the Agreement between Highlands County and Phillips and Jordan, Inc. for Disaster Debris Removal and Recovery Services as the Prime Contractor.*
Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director
There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.
original mailed Amendment 2 - Partial signed by P & J - Cosner notary.pdf

8.I *Request to approve Amendment No. 2 to the Agreement between Highlands County and Ceres Environmental Services, Inc. for Disaster Debris Removal and Recovery Services as the Secondary Contractor.*
Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director
There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.
Ceres signed Amendment 2 Disaster Debris Mgmt. & Removal.pdf

8.J *Request approval of the Geosyntec professional services Amendment 1 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, PE
No fiscal impact since Geosyntec Amendment 1 fee of $7,150 added to the total consultant fees (KHA and Geosyntec) of $1,578,046 is $1,585,196 which is still under the State Revolving Fund Planning Loan amount of $1,750,000.
Geosyntec_Water-Drainage Studies.Amendment1.keh(2024.05.10)_signed.pdf

8.K *Request approval of second amendment to the Cooperative Funding Agreement between the Southwest Florida Water Management District and Highlands County for Jack Creek Watershed Management Plan.*
Mitchell D. Thomas, PE, Critical Infrastructure Project Manager
There is no fiscal impact.
18CF0000894_Amendment_2.pdf

8.L *Request approval of Budget Amendment 23-24-101 for reallocation of funds regarding the Clerk's IT CFS requests.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is transferring funds from Project 21047 (Tech Infrastructure

Improvements) to Project 21048 (CCC Two Vehicles) in the amount of $15,405.00.
23-24-101 Proj 21048 CCC Vehicle_Xfer fm Proj 21047 (BA).pdf

8.M *Request approval of Budget Amendment 23-24-103 to clean-up negative account balances in one cost center.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is merely transferring funds from cost center 5108 (Health Care Responsibility Act) to cost center 1000 (Gen. Admin Circuit Crt Admin) in the amount of $5,000.00.
23-24-103 Correct Negative Cost Ctr Balance (BA).pdf

8.N *Request to change the Project Manager – Drainage and Infrastructure position to Assistant County Engineer - Stormwater, increase the Pay Grade to 120, and modify the job description.*
JD Langford, P.E., County Engineer
The fiscal impact is an annual increase to Fund 110 (Transportation Trust) in the amount of $9,546 plus benefits.
Assistant County Engineer Stormwater 5.13.24.pdf

8.O *Request to increase the County Surveyor Pay Grade to 118 and modify the job description.*
JD Langford, P.E., County Engineer
The fiscal impact will be a reduction of $6,834.39 to Fund 110 (Transportation Trust), Cost Center 4101 (Engineering Services), Account 51200 (Regular Salaries & Wages), plus benefits.
County Surveyor (0985) 05.21.24_Red Lined.pdf

8.P *Request approval of Budget Amendment 23-24-102 to transfer funds for purchase of the Non-Ad Valorem Software.*
Rosa Morales, Budget Analyst II / NAV
There is no Fiscal Impact to Fund 005 (General) or the overall budget for FY 23-24 as this is merely a transfer from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 2108 (Non-Ad Valorem Assessment), account 55402 (Subscriptions) in the amount of $13,200.00.
23-24-102 Catalis Software for NAV (BA).pdf
23-24-102 NAV_Catalis Software (Reserve).pdf

8.Q *Request to execute the Residential Substance Abuse Treatment (RSAT) grant award for FY23-24 along with the Adoption of Resolution 23-24-112 for Budget Amendment 23-24-104.*
Paul Blackman, Sheriff
There is no additional fiscal impact to Fund 005 (General) or the overall budget as the budget amendment is merely assigning a project number to the adopted budget funds. A match of funds by the Board in the amount of $33,328.00 was approved in the FY23-24 adopted budget.
23-24-104 Project 23080 RSAT 23-24 (BA).pdf
23-24-104R Project 23080 RSAT 23-24 (Resolution).pdf
RSAT_G4001 Federal Award - Agreement.pdf

8.R *Request approval to submit E911 Grant Application to the Emergency*

Communications Board.
Paul Blackman, Sheriff
Shane Smith, Dispatch Director/E911 Coordinator
There is no fiscal impact.
E911 Grant Application for Board Signature.pdf
E911 Highlands CO FL INdigital NGCS Price Quote, EIM and Starlink 5.14.24.pdf
E911 Highlands Co SOW for Grant Review 5.14.24.pdf
Region 6 NGCS Grant Summary Statement.pdf

8.S *Request adoption of Resolution 23-24-60 for Budget Amendment 23-24-046 to close Project 21056 Carver Park Restrooms.*
David Nitz, OMB Manager
The fiscal impact is a decrease to Fund 151 (Infrastructure Surtax), Project 21056 (Carver Park Restrooms), account 3999100Z (Project Fund Balance Forward) in the amount of $46,375.00 and is being deposited back to account 3999100 (Fund Balance Brought Forward) in Fund 151 for the same amount with a net fiscal impact of $0.00.
23-24-046 Project 21056 Carver Park Restrooms Cleanup (BA).pdf
23-24-046R Project 21056 Carver Park Restrooms Cleanup (Resolution).pdf

8.T *Request to approve the April 16, 2024, Regular Meeting Minutes of the Board.*
041624REG.docx

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Plan Amendment CPA-23-629LS, amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan.*
Sergio Garcia, Planner II
There is no fiscal impact.
1. Staff Report CPA-23-629LS for BCC TE Map Series Updates.pdf
2. CPA-23-629LS Ordinance.sgs.pdf
3. Ordinance BIF CPA-23-629LS.pdf

11 ACTION AGENDA

11.A *Continuation of the Fire Assessment Study conducted by Anser Advisory Services.*
Sandi Neubarth, Assistant Director for Anser Advisory Services
Rosa Morales, Non Ad-Valorem Budget Analyst II
There is no fiscal impact.
Highlands County Workshop Presentaton 05-21-24.pdf
Highlands County Rate Scenarios-5-13-24.pdf

11.B *Request approval of a Planning Advisory Services Agreement with the Central Florida Regional Planning Council (CFRPC) to complete an Evaluation and Appraisal Report (EAR) of the County's Comprehensive Plan.*
Jennifer Codo-Salisbury, Executive Director of Central Florida Regional Planning Council
Leah Sauls, Development Services Director
The fiscal impact will be a fee of $65,000.00 from Cost Center 2700 Project 23049.

CFRPC Comp Plan EAR Report.pdf
PASA CFRPC.pdf

11.C *Request Approval of Acknowledgment of Assignment between Waste Connections of Florida, Inc., Mammoth Enviro, LLC and Highlands County related to the Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility, dated June 3, 2016*
Laurie A. Hurner, County Administrator
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Acknowledgement of assignment DAR signed final.pdf

11.D *Discussion and direction related to the transfer of Sun 'N Lake Boulevard in its entirety, (from Highway 27 to Balboa Boulevard) to the Sun N Lake Improvement District to include full ownership, liability, maintenance and future replacement.*
Laure A. Hurner, County Administrator
Jonathan Harrison, Road and Bridge Director
JD Langford, County Engineer

The Fiscal Impact will be a reduction of $140,000 in maintenance costs over the next 15 years from the Road and Bridge and Engineering Signage and Striping budgets.
SNLBlvd_Request.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal_Long_Range_Log.docx

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

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from to May 21, 2024, to June 3, 2024*

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 21, 2024

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

SUBJECT/TITLE: **Request approval of a Proclamation recognizing May 2024 as "National Military Appreciation Month" in Highlands County, Florida.**

STATEMENT OF ISSUE

In 2004, the United States Congress passed a resolution proclaiming May as National Military Appreciation Month, encouraging all citizens to honor current and former members of the U.S. Armed Forces and their families, including those who made the ultimate sacrifice. On this month, and throughout the year, the citizens of Highlands County express our gratitude and commitment to service members, veterans, and their families who have dedicated their lives in defense of our freedoms.

RECOMMENDED ACTION

Move approval of a Proclamation recognizing May 2024 as "National Military Appreciation Month" in Highlands County, Florida.

FISCAL IMPACT

There is no fiscal impact.

Attachments: NATIONAL MILITARY APPRECIATION MONTH_May 2024-CES.pdf

HIGHLANDS COUNTY
NATIONAL MILITARY APPRECIATION MONTH
MAY 2024

WHEREAS, recognizing the United States Armed Forces and supporting the designation of a National Military Appreciation Month, raising awareness of the freedom and security that citizens enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our great nation; and

WHEREAS, the contributions and sacrifices of the men and women of Highlands County who have served in the Armed Forces have played a vital role in maintaining the freedoms and the way of life enjoyed by our citizens; and

WHEREAS, these veterans have paid a high price for our freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, in 2004, the United States Congress passed a resolution proclaiming May as National Military Appreciation Month, encouraging all citizens to honor current and former members of the U.S. Armed Forces and their families, including those who made the ultimate sacrifice; and

WHEREAS, on this month, and throughout the year, the citizens of Highlands County express our gratitude and commitment to service members, veterans, and their families who have dedicated their lives in defense of our freedoms.

NOW THEREFORE, BE IT PROCLAIMED, that the Highlands County Board of County Commissioners hereby continue their commitment to honoring and appreciating the service and sacrifice of our current military members, veterans, and their families by declaring the month of May 2024, as National Military Appreciation Month.

DONE AND ADOPTED THIS **21st** day of **May** 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____

Kevin J. Roberts, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

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

SUBJECT/TITLE: **Request approval of the County Deed transferring property back to Adventist Health System/Sunbelt Inc. approval the Release of Easement located at 1198 US 27 North, Lake Placid Florida 33852 and 1210 US 27 North, Lake Placid, Florida and authorization for the Chairman to execute the County Deed and Release of Easement documents.**

STATEMENT OF ISSUE

On June 1, 2021, the County approved the Real Property Exchange Agreement with Adventist Health System Sunbelt Health Care Corporation and Adventist Health System/Sunbelt Inc., wherein it was contemplated that the County would construct a fire station on the property. A natural resource assessment was completed on the property during site preparation and a variety of protected species were detected on the property which would have required more extensive studies and expenditures to prepare the site for construction. On June 21, 2022, the Board reached a consensus that the property was not appropriate for the construction of a fire station. The approval and execution of these documents transfers the property back to Adventist Health System/Sunbelt Inc., and releases the associated easement, placing the property and the parties in their original positions prior to the initial transaction.

RECOMMENDED ACTION

Move to approve the County Deed transferring property back to Adventist Health System/Sunbelt Inc. approval the Release of Easement located at 1198 US 27 North, Lake Placid Florida 33852 and 1210 US 27 North, Lake Placid, Florida and authorization for the Chairman to execute the County Deed and Release of Easement documents.

FISCAL IMPACT

There is no fiscal impact.

Attachments: County Deed.HC.AdventHealth.SGS41724.docx
Advent Release of Easement.pdf

PREPARED BY AND RETURN TO:
Sherry G. Sutphen, Esq.
Highlands County
600 South Commerce Avenue
Sebring, Florida 33870

COUNTY DEED

THIS DEED, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and Adventist Health System Sunbelt Healthcare Corporation, a Florida not for profit corporation fka Adventist Health System/Sunbelt Health Care Corporation, whose address is 4200 Sun N Lake Blvd, Sebring, FL 33870, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, the Grantor is hereby returning the property described herein to Grantee following a donation for which no monetary amount was exchanged and no documentary stamps are due, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto and **releasing any and all right and/or reservation of any kind to any phosphates, minerals, metals and/or petroleum which may have been inadvertently reserved by the County, in and to the real property described herein, by virtue of Florida Statutes, Section 270.11.**

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed this day of _____, 2024.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

PREPARED BY AND RETURN TO:
Sherry G. Sutphen, Esq.
Highlands County
600 South Commerce Avenue
Sebring, Florida 33870

EXHIBIT “A”
LEGAL DESCRIPTION

A PORTION OF THE EAST HALF OF SECTION 25, TOWNSHIP 36 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 25: THENCE NORTH 01°30'00" WEST, ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 69.00 FEET; THENCE SOUTH 88°30'02" WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH 01°29'58" WEST, A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°30'02" WEST, A DISTANCE OF 250.00 FEET: THENCE NORTH 01°29'58" WEST, A DISTANCE OF 258.53 FEET; THENCE NORTH 40°21 '33" EAST, A DISTANCE OF 425.16 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF VISTA DRIVE, PER OFFICIAL RECORDS BOOK 1496, PAGE 1696, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 01 °33'33" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 223.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING FOR ITS ELEMENTS A RADIUS OF 266.00 FEET A CENTRAL ANGLE OF 34°23'09", AND A CHORD BEARING OF SOUTH 18°45'07" EAST, 157.25 FEET; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND A CURVE TO THE LEFT, AN ARC LENGTH OF 159.64 FEET; THENCE SOUTH 88°30'02" WEST, A DISTANCE OF 80.56 FEET; THENCE SOUTH 01°29'58" EAST, A DISTANCE OF 201.90 FEET TO THE POINT OF BEGINNING.

RELEASE OF EASMENT AGREEMENT

THIS RELEASE OF EASEMENT AGREEMENT is made by and between Highlands County, Florida, a political subdivision of the State of Florida ("County"), Adventist Health System Sunbelt Health Care Corporation, a Florida not for profit corporation ("AHSS") and Adventist Health System Sunbelt, Inc., a Florida not for profit corporation ("Adventist Health"), collectively referred to herein as the "Parties".

WHEREAS, on June 1, 2021, the County approved the Real Property Exchange Agreement between the Parties; and

WHEREAS, on July 12, 2021, the County approved the Cross Access Easement Agreement with AHSS and Adventist Health, as filed and recorded on July 21, 2021, in Official Records Book 2838, Page 1917, of the public records of Highlands County, Florida (the "Easement"); and

WHEREAS, due to unforeseen circumstances, the purpose of the Cross Access Easement is no longer necessary; and

WHEREAS, the Parties have determined that it is in their mutual best interest to release the easement interests granted by the Easement Agreement as more specifically set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

All easement interests granted, exchanged and/or accepted from, to and amongst the Parties are hereby forever released, discharged and terminated and shall have no further force or effect.

IN WITNESS WHEREOF, the Parties hereto have, by their duly authorized representatives, executed this Release of Easement on the dates set forth below.

Signatures on Following Page

Witnesses:

Sign Name: _____
Print Name: LEILANI SCOTT

Sign Name: _____
Print Name: TAMMY M. STARKE

Adventist Health System Sunbelt Health Care Corporation, a Florida not for profit corporation

By: _____
Print: DIMA DIDENKO
Title: DIVISION CFO

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of April 2023, by Dima Didenko, who is personally known to me, as Division CFO of Adventist Health System Sunbelt Health Care Corporation on behalf of said corporation. He/She did not take an oath.

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
LUZ ESTHER ENGELHAUPT
Commission # HH 320890
Expires February 11, 2027

_____
Notary Public

Witnesses:

Adventist Health System/Sunbelt, Inc., a Florida not for profit corporation

Sign Name: _____
Print Name: LEILANI SCOTT

By: _____
Print: DIMA DIDENKO
Title: DIVISION CFO

Sign Name: _____
Print Name: TAMMY M. STARKE

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19th day of April 2024, by Dima Didenko, who is personally known to me, as Division CFO of Adventist Health System/Sunbelt, Inc., on behalf of said corporation. He/She did not take an oath.

(Seal)

_____
Notary Public

LUZ ESTHER ENGELHAUPT
Commission # HH 320890
Expires February 11, 2027

HIGHLANDS COUNTY, FLORIDA

By: _____
Print: _____
Title: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

Witnesses:

Sign Name: _____
Print Name:

Sign Name: _____
Print Name:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of April 2023, by _____, who is personally known to me, as _____ of Adventist Health System Sunbelt Health Care Corporation on behalf of said corporation. He/She did not take an oath.

(Seal)

_____
Notary Public

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of the position changes to the Job Title and Pay Grade of the Building Department Administrator position from Building Department Administrator to Building Department Administrative Supervisor and from Pay Grade 112 to Pay Grade 114.**

STATEMENT OF ISSUE

This agenda item requests changes to the title and pay grade of the Building Department Administrator position to Building Department Administrative Supervisor, from Pay Grade 112 to Pay Grade 114 to reflect the increased supervisory role of the position from three (3) subordinates to seven (7) subordinates. Additionally, the 114 PG establishes consistency among supervisor positions within the Development Services Department.

RECOMMENDED ACTION

Move to approve position changes to the Job Title and Pay Grade of the Building Department Administrator position from Building Department Administrator to Building Department Administrative Supervisor and from Pay Grade 112 to Pay Grade 114.

FISCAL IMPACT

There is no fiscal impact

Attachments: Building Department Administrative Supervisor.pdf
Building Department Administrative Supervisor (1001) 05.07.24_Clean Copy.pdf

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: Building Department ~~Administrator~~ Administrative Supervisor	**Division:** Development Services	**Department:** Building	**Cost Center:** 3440A
Job Code: 1001	**Pay Grade:** ~~112~~ 114	**Pay Band:** ~~$47,381.53 - $71,072.30~~ $53,237.89 - $79,856.83	**FTE:** 1.0
Included/Exempt: Exempt	**Type** [illegible]**action:**		
EMPLOYEE:	**Special Risk:** Yes ☐ No ☒	**Overtime:** Yes ☐ No ☒	

1. This position reports directly to: Job Title Building Official Job Code 0780 Pay Grade 117
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Chief Permit Clerk 0759 / 105	Development Specialist	
Development Specialist 0756 / 104	Assistant Building Department Administrator	
Development Specialist		
Development Specialist		
Development Specialist		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for performing various administrative duties for the Building Department. To include supervision and operations of the department, the Building Permit and Inspection System and compliance in the National Flood Insurance Program as Community Rating System Coordinator.

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.

- Responsible for various administrative and operational duties to include coordination and delegation of staff and assignments.
- Exercises supervision over Chief Permit Clerk and Development Specialists. Handles duties and responsibilities at the counter. Receives plans, permit applications and telephone calls.
- Assigned as the Community Rating System Coordinator for the National Flood Insurance Program. Review elevation certificates for compliance, maintain records and coordinate state assistance visits with appropriate departments.
- Responsible for staying up to date on legislative changes pertaining to Building Department functions.
- Responsible for compiling and reporting permitting data to state and federal agencies.
- Review workload reports from operating segments for conformance with administrative procedures and requirements.
- Prepare departmental budget to include current and future needs.
- Monitor and control expenditures; track and predict revenues.
- Prepare narrative and statistical reports for the construction industry.
- Assigned as lead point of contact for Community Plus Land System Administration; responsible for setting of tables, fees, and revenue codes for Development Services.
- Update and maintain Development Services web pages.
- Extensive knowledge of the rules and regulations in place regarding permitting process and Land Development Regulations.
- Handles duties of licensing, renewals and reciprocity. Work with testing agencies and applicants. Verify insurance requirements and explain licensing board involvement.
- Follows consistently the Boards policies and procedures.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desire for the organization.
- Responds productively to change and performs all other tasks as directed.

Knowledge, Skills, and Abilities:

• Extensive knowledge of ordinances, rules and regulations which pertain to land development regulations.
• Knowledge and ability to prepare complex documents and reports and to meet deadlines.
• Ability to exercise good judgment and tact in the interpretation of County requirements, state and federal regulations and while dealing with the public.
• Advanced knowledge of Microsoft Office applications and other software.
• Ability to perform both basic operations of arithmetic and complex mathematical operations with a calculator accurately and quickly.
• Ability to establish and maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors and the general public.

Physical Skills:

Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from an accredited high school or possession of an acceptable equivalency diploma and a minimum of four (4) years of clerical and data entry work experience. Must be able to produce computerized spreadsheets and be familiar with accounting principles for balancing and reporting purposes.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.
Permit Technician certification (ICC) preferable.

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 BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

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

Job Title: Building Department Administrative Supervisor	**Division**: Development Services	**Department:** Building	**Cost Center:** 3440A
Job Code: 1001	**Pay Grade**: 114	**Pay Band:** $53,237.89 - $79,856.83	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Building Official Job Code 0780 Pay Grade 117

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Assistant Building Administrator	Development Specialist 0756 / 104	
Chief Permit Clerk 0759 / 105	Development Specialist 0756 / 104	
Development Specialist 0756 / 104		
Development Specialist 0756 / 104		
Development Specialist 0756 / 104		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for performing various administrative duties for the Building Department. To include supervision and operations of the department, the Building Permit and Inspection System and compliance in the National Flood Insurance Program as Community Rating System Coordinator.

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.

- Responsible for various administrative and operational duties to include coordination and delegation of staff and assignments.
- Exercises supervision over Chief Permit Clerk and Development Specialists. Handles duties and responsibilities at the counter. Receives plans, permit applications and telephone calls.
- Assigned as the Community Rating System Coordinator for the National Flood Insurance Program. Review elevation certificates for compliance, maintain records and coordinate state assistance visits with appropriate departments.
- Responsible for staying up to date on legislative changes pertaining to Building Department functions.
- Responsible for compiling and reporting permitting data to state and federal agencies.
- Review workload reports from operating segments for conformance with administrative procedures and requirements.
- Prepare departmental budget to include current and future needs.
- Monitor and control expenditures; track and predict revenues.
- Prepare narrative and statistical reports for the construction industry.
- Assigned as lead point of contact for Community Plus Land System Administration; responsible for setting of tables, fees, and revenue codes for Development Services.
- Update and maintain Development Services web pages.
- Extensive knowledge of the rules and regulations in place regarding permitting process and Land Development Regulations.
- Handles duties of licensing, renewals and reciprocity. Work with testing agencies and applicants. Verify insurance requirements and explain licensing board involvement.
- Follows consistently the Boards policies and procedures.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desire for the organization.
- Responds productively to change and performs all other tasks as directed.

Knowledge, Skills, and Abilities:

• Extensive knowledge of ordinances, rules and regulations which pertain to land development regulations.
• Knowledge and ability to prepare complex documents and reports and to meet deadlines.
• Ability to exercise good judgment and tact in the interpretation of County requirements, state and federal regulations and while dealing with the public.
• Advanced knowledge of Microsoft Office applications and other software.
• Ability to perform both basic operations of arithmetic and complex mathematical operations with a calculator accurately and quickly.
• Ability to establish and maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors and the general public.

Physical Skills:

Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from an accredited high school or possession of an acceptable equivalency diploma and a minimum of four (4) years of clerical and data entry work experience. Must be able to produce computerized spreadsheets and be familiar with accounting principles for balancing and reporting purposes.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.
Permit Technician certification (ICC) preferable.

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 21, 2024

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

SUBJECT/TITLE: **Request to Adopt Resolution 23-24-91 to Vacate a portion of a Drainage Easement. 423 Catfish Creek Rd, Lake Placid, FL 33852.**

STATEMENT OF ISSUE

Attached is Resolution No. 23-24-91 to vacate a portion of the plated drainage and utility easement over and across said property as describe as follows:
THE EAST 1.5 FEET OF THE EXISTING 15 FOOT DRAINAGE AND UTILITY EASEMENT OF LOT 8, OF THE PLATTED SUBDIVISION OF SOUTHWIND ESTATES, PHASE II, PLAT BOOK 16, PAGE 46, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

PARCEL ID: C-11-37-29-060-0000-0080

SITE ADDRESS: 423 Catfish Creek Rd, Lake Placid, FL 33852

All pertinent County departments were notified and have no objections. James R. Ridgely, III has filed a petition to vacate that portion of the platted drainage as described above and in exchange will dedicate an additional 1.5' easement to the existing 15' drainage & utility easement on the west side of Lot 8 of the platted subdivision of Southwind Estates PH II, PB16, PG 46.
The applicant's reason for vacating this portion of the easement is due to a detached garage with a 12-inch over-hang infringes the easement on the SE corner of the lot.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-91 to Vacate a portion of a Drainage Easement. 423 Catfish Creek Rd, Lake Placid, FL 33852.

FISCAL IMPACT

There is no fiscal impact.

Attachments: VOE - 423 Catfish Creek Rd Agenda Packet.pdf

RESOLUTION NO.: 23-24-91

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE PARTIAL VACATION OF EASEMENT AS SHOWN ON THE PLAT OF SOUTHWIND ESTATES, PHASE II, AND AS MORE PARTICULARLY DESCRIBED HEREIN, AS REQUESTED BY JAMES R. RIDGELY III; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR GRANT OF EASEMENT; PROVIDING FOR THE VACATION OF PORTION OF EASEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of James R. Ridgely, III, requesting that Highlands County vacate a portion of the Easement as described herein, and renounce and disclaim the rights of the County and of the public in and to a portion of that Easement encumbering Lot 8 of the plat for Southwind Estates, Phase II, as recorded in Plat Book 16, Page 46, of the public records of Highlands County, Florida, was presented to the County Engineer; and

WHEREAS, on **April 5, 2024**, and **April 12, 2024**, James R. Ridgely, III, published a notice of public hearing, and intent to petition the County to vacate that portion of the Easement as described herein, in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on May 7, 2024, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation and disclaimer of interest of a portion of the Easement described herein will not adversely affect the ownership rights or any person or the right of convenient access of any person.

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. Grant of Easement. James R. Ridgely, III, has executed the easement attached hereto as **Exhibit "A"** to replace the portion of Easement to be vacated in Section 3 hereof. The Chairman is hereby authorized to accept the Easement interest granted on the instrument attached hereto as **Exhibit "A"**.

SECTION 3. Vacation of Portion of Easement. That portion of the Easement as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the portion of Easement and the lands so described are hereby renounced and forever disclaimed:

THE EAST 1.5 FEET OF THE EXISTING 15 FOOT DRAINAGE AND UTILITY EASEMENT OF LOT 8, OF THE PLATTED SUBDIVISION OF SOUTHWIND ESTATES, PHASE II, PLAT BOOK 16, PAGE 46, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

PARCEL IDENTIFICATION: C-11-37-29-060-0000-0080
SITE ADDRESS: 423 CATFISH CREEK RD
LAKE PLACID, FL 33852

SECTION 4. Implementing 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 5. Savings Clause. All prior actions of Highlands County pertaining to the vacation of the Easement described herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of May 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Easement

PLACE HOLDER
FOR
423 CATFISH CREEK RD
DEDICATION OF EASEMENT

PETITION

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

FROM: James R. Ridgely, III
880 SE 2nd Ave.
Dania Beach, FL 33004

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

See attachment "A"

The petition is being requested for the following reason:

See attachment "B"

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

J R Ridgely III

Signature of Petitioner

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

"Attachment A"

LEGAL DESCRIPTION: (GENERATED BY SHERCO, INC.)
A VACATION OF THE WESTERN 1.5 FEET OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE EASTERN SIDE OF LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, EASEMENT TO BE ADDED TO THE EASTERN SIDE OF THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE WESTERN SIDE OF SAID LOT 8.

THE VACATION OF THE WESTERN 1.5 FEET OF THE EASTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8, THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°09'18", A CHORD BEARING OF S 77°08'07" W AND A CHORD DISTANCE OF 6.00 FEET, FOR AN ARC DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING(1);

THENCE CONTINUING WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'19", A CHORD BEARING OF S 77°13'56" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO A POINT ON THE WESTERN EDGE OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL WITH THE EASTERN LOT LINE OF LOT 8, N 20°14'39" W FOR A DISTANCE OF 263.35 FEET TO A POINT ON THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER, THENCE N 77°32'14" E ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°14'39"E, PARALLEL WITH AND 6 FOOT FROM THE EASTERN BOUNDARY OF LOT 8, FOR A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING(1).

DEDICATION OF THE 1.5 FEET TO BE ADDED TO THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE WESTERN SIDE OF SAID LOT 8, SOUTHWIND ESTATES, PHASE II, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8. THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 2°19'37", A CHORD BEARING OF S 78°13'17" W AND A CHORD DISTANCE OF 90.86 FEET, FOR AN ARC DISTANCE OF 90.87 FEET TO THE POINT OF BEGINNING(2);

THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'20", A CHORD BEARING OF S 79°24'15" W AND A CHORD

DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO THE EASTERN EDGE OF AN EXISTING 7.5 FOOT DRAINAGE AND UTILITY EASEMENT SITUATED ON THE WESTERN EDGE OF SAID LOT 8; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL TO THE WESTERN LINE OF SAID LOT 8, N 20°15'47" W, FOR A DISTANCE OF 262.18 FEET TO THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER; THENCE N 77°32'14" E, ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°15'47"E, PARALLEL WITH AND 9 FOOT FROM THE WESTERN LINE OF LOT 8, FOR A DISTANCE OF 262.23 FEET TO THE POINT OF BEGINNING(2).

Attachment "B"

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

November 20, 2023

James R. Ridgely, III
880 SE 2nd Avenue
Dania Beach, FL 33004

RE: Update to Petition to vacate an easement at 423 Catfish Creek Rd

Dear Property Owner:

Per our phone conversation, the County has agreed to allow the vacation of the east 1.5' of the existing 15' drainage & utility easement of Lot 8, in exchange for the dedication of an additional 1.5' to the existing 15' drainage & utility easement on the west side of Lot 8 of the platted subdivision of Southwind Estates PH II, PB 16 – PG 46.

The applicant will be responsible for updating the original petition and moving to the secondary review process at their own time and expense. In addition to the secondary review process checklist the applicant shall also be responsible for procuring a licensed surveyor to provide a legal sketch and description for the 1.5' wide segment of land on the west side of Lot 8 for dedication to the public as a drainage & utility easement.

Should you have any additional questions or require further assistance, please feel free to contact this office.

Sincerely,

JD Langford, P.E.
County Engineer

Cc: JD Langford, P.E., County Engineer, without enclosures
Clinton, Howerton, Jr., P.E., Critical Infrastructure Director, without enclosures
Jonathan Harrison, Road and Bridge Superintendent, without enclosures

DESCRIPTION SKETCH

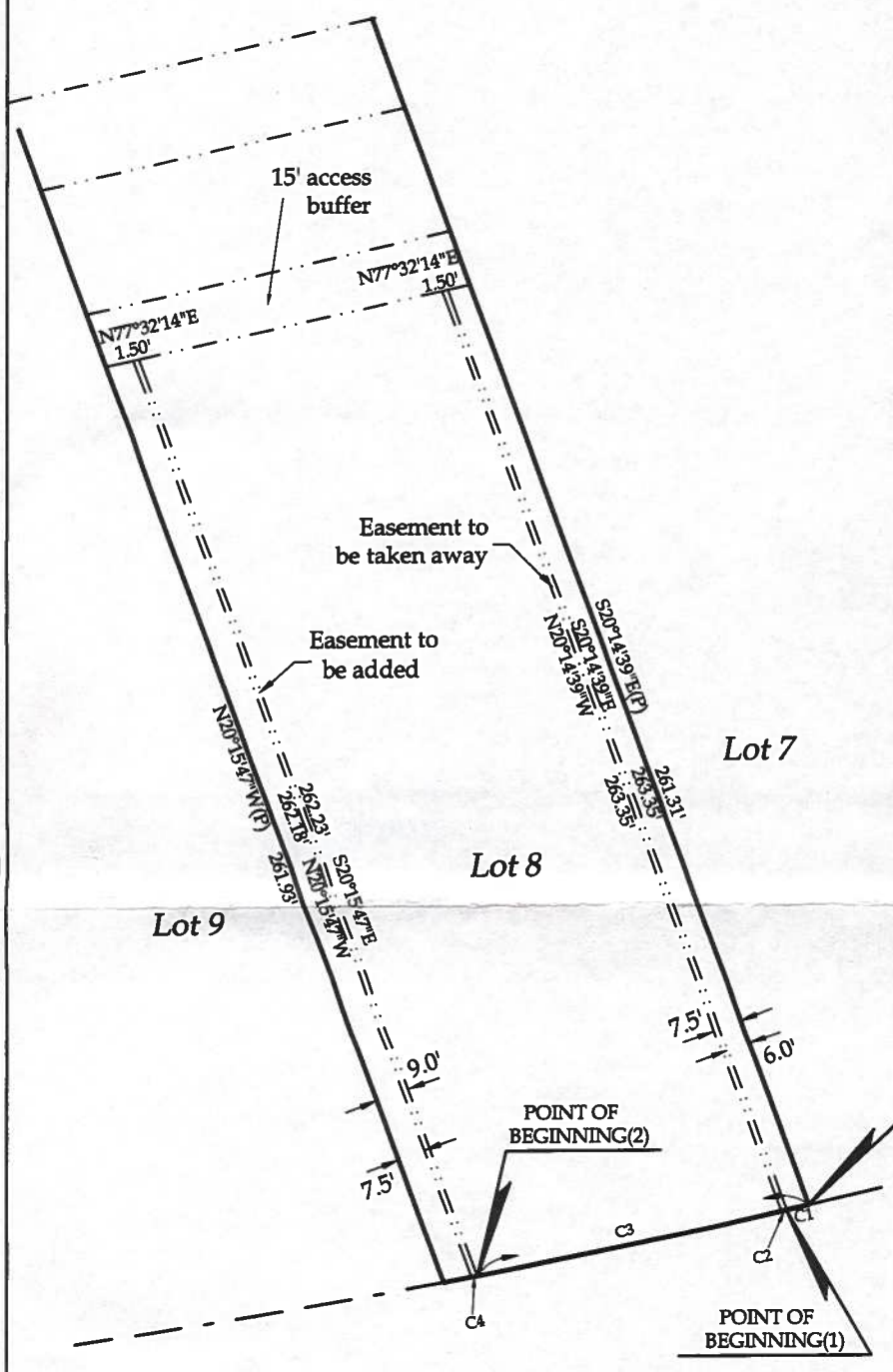
This is Not a Survey

GRAPHIC SCALE

0 50 75 100

(1 inch = 50 ft.)

LAKE
JUNE-IN-WINTER



COMM

LEGAL DESCRIPTION:(GENERATED BY THIS OFFICE)

A VACATION OF THE WESTERN 1.5 FEET OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE EASTERN SIDE OF LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, EASEMENT TO BE ADDED TO THE EASTERN SIDE OF THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE WESTERN SIDE OF SAID LOT 8.

THE VACATION OF THE WESTERN 1.5 FEET OF THE EASTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8, THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°09'18", A CHORD BEARING OF S 77°08'07" W AND A CHORD DISTANCE OF 6.00 FEET, FOR AN ARC DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING(1); THENCE CONTINUING WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'19", A CHORD BEARING OF S 77°13'56" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO A POINT ON THE WESTERN EDGE OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL WITH THE EASTERN LOT LINE OF LOT 8, N 20°14'39" W FOR A DISTANCE OF 263.35 FEET TO A POINT ON THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER, THENCE N 77°32'14" E ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°14'39"E, PARALLEL WITH AND 6 FOOT FROM THE EASTERN BOUNDARY OF LOT 8, FOR A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING(1).

DEDICATION OF THE 1.5 FEET TO BE ADDED TO THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE WESTERN SIDE OF SAID LOT 8, SOUTHWIND ESTATES, PHASE II, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8. THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 2°19'37", A CHORD BEARING OF S 78°13'17" W AND A CHORD DISTANCE OF 90.86 FEET, FOR AN ARC DISTANCE OF 90.87 FEET TO THE POINT OF BEGINNING(2); THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'20", A CHORD BEARING OF S 79°24'15" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO THE EASTERN EDGE OF AN EXISTING 7.5 FOOT DRAINAGE AND UTILITY EASEMENT SITUATED ON THE WESTERN EDGE OF SAID LOT 8; THENCE LEAVING SAID RIGHT OF WAY ON A LINE ~~PARALLEL TO THE WESTERN LINE OF SAID LOT 8~~, N 20°15'47" W, FOR A DISTANCE OF 262.18 FEET TO THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER; THENCE N 77°32'14" E, ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°15'47"E, PARALLEL WITH AND 9 FOOT FROM THE WESTERN LINE OF LOT 8, FOR A DISTANCE OF 262.23 FEET TO THE POINT OF BEGINNING(2).

PROPERTY ADDRESS:
423 CATFISH CREEK ROAD
LAKE PLACID, FL 33852

CERTIFIED TO, AND FOR
THE EXCLUSIVE USE OF:
JAMES RIDGELY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	6.00'	2237.47'	0°09'18"	N77°08'07"E	6.00'
C2	1.50'	2237.47'	0°02'19"	N77°13'56"E	1.50'
C3	90.87'	2237.47'	2°19'37"	N78°13'17"E	90.86'
C4	1.50'	2237.47'	0°02'20"	N79°24'15"E	1.50'

PROJECT NO.: HI01604601F
JOB NUMBER: 2312176
Field Survey Completed: 10/13/2020
Drawn: JEK
Checked: RPS
F.B.: S-71, PG 01; S77, PG 72; S-85, PG 31
Revised: 1/31/2024 - Easement Rededication
Revised: 11/9/2021 - Final Survey
Revised: 8/11/2021 - Garage Formboard Survey

SURVEYOR'S NOTES:

1) This survey was prepared without benefit of an abstract or title opinion and easements or encumbrances, if they exist, were not made known prior to the date of this sketch.
2) The legal descriptions shown hereon were prepared by this office.

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown hereon is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 through .052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

Sherco Surveying, Inc.
16 North Lake Avenue
Avon Park, Florida 33825
Office: (863) 453-4113

VB&F

Subsidiary of Vanbuskirk & Fish Surveying and Mapping . Inc.

EMBOSSED SEAL

Robert Phillip Schuler, P.L.S.
Florida Registration # LS 2930
Certificate of Authorization # LB 8455

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

Z:\TEMPORARY\JOBS_NEW\HI01604601\HI01604601E\HI01604601F.dwg 1/31/2024 11:57:59 AM PDF995

Highlands County Engineering Department

Reference Map

PARTIAL EASEMENT VACATION AND 1.5' EASEMENT ADDITION WITHIN LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

For Reference Only - Not A Boundary Survey

Map Created: 3/21/2024

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

N

1 inch = 100 feet



G:\Vacate Easements\2022\423 Catfish Creek Rd\Maps\423 Catfish Creek Easement swap.mxd, Date Saved: 3/21/2024 8:39:44 AM, User: dnietubi

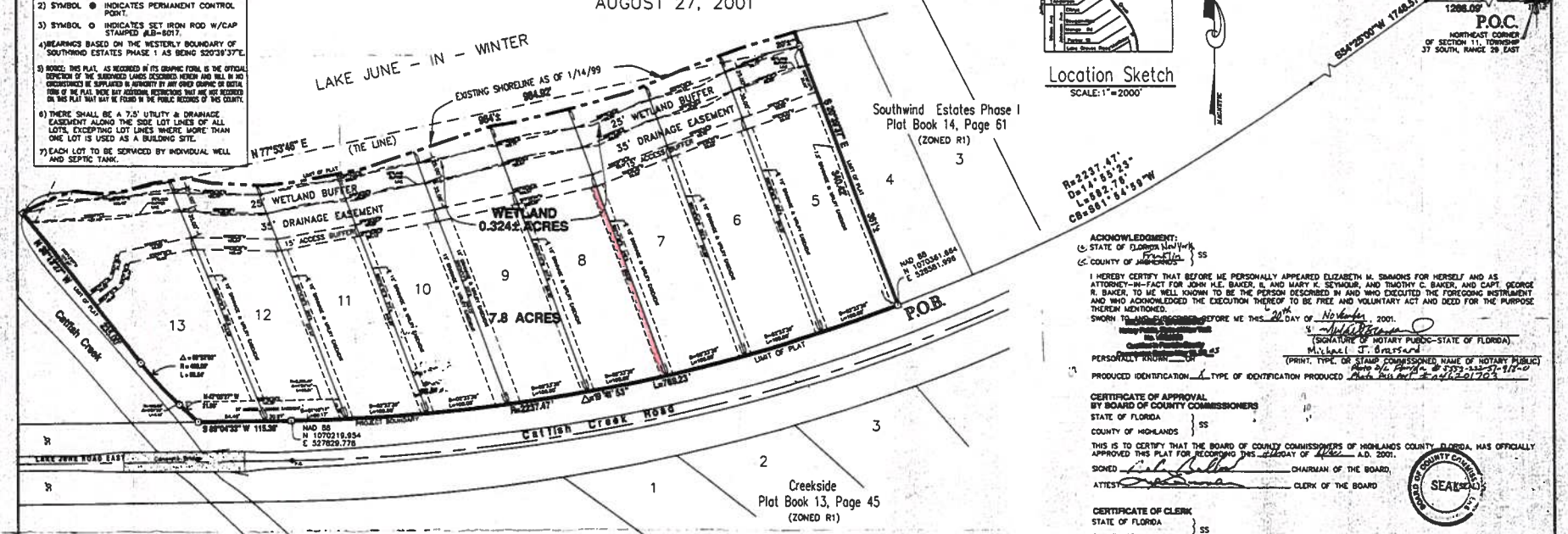
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD. BUS. (863) 385-8856
SEBRING, FLORIDA 33870 FAX (863) 382-4531

SOUTHWIND ESTATES PHASE II

A portion of Section 11, Township 37 South, Range 29 East
Highlands County, Florida
AUGUST 27, 2001

GENERAL NOTES:

1) SYMBOL ▫ INDICATES PERMANENT REFERENCE MONUMENT.
2) SYMBOL ● INDICATES PERMANENT CONTROL POINT.
3) SYMBOL ○ INDICATES SET IRON ROD W/CAP STAMPED #LB-6017.
4) BEARINGS BASED ON THE WESTERLY BOUNDARY OF SOUTHWIND ESTATES PHASE 1 AS BEING S20°38'37"E.
5) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6) THERE SHALL BE A 7.5' UTILITY & DRAINAGE EASEMENT ALONG THE SIDE LOT LINES OF ALL LOTS, EXCEPTING LOT LINES WHERE MORE THAN ONE LOT IS USED AS A BUILDING SITE.
7) EACH LOT TO BE SERVICED BY INDIVIDUAL WELL AND SEPTIC TANK.



Location Sketch
SCALE: 1" = 2000'

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

APPROVAL: COUNTY SURVEY MANAGER
STATE OF FLORIDA, COUNTY OF HIGHLANDS.

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY, OR UNDER CONTRACT TO THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS.

JACK S. LAPAOLA, P.S.M.
FLORIDA REGISTRATION NUMBER 2681

11/29/01
DATE APPROVED

LEGAL DESCRIPTION:

A PORTION OF SECTION 11, TOWNSHIP 37 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE RUN SOUTH 89°58'15" WEST FOR A DISTANCE OF 1288.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CATFISH CREEK ROAD; THENCE RUN SOUTH 54°25'00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1748.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE AND STILL ALONG SAID RIGHT-OF-WAY (CURVE HAVING FOR IT'S ELEMENTS A RADIUS OF 2237.47 FEET AND A CENTRAL ANGLE OF 14°55'23") A DISTANCE OF 582.76 FEET FOR POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT-OF-WAY LINE (CURVE HAVING FOR IT'S ELEMENTS A RADIUS OF 2237.47 FEET AND A CENTRAL ANGLE OF 19°41'53") A DISTANCE OF 769.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°04'33" WEST AND STILL ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 113.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CATFISH CREEK; THENCE NORTH 47°05'27" WEST AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 31.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE IN A NORTHWESTERLY DIRECTION, ALONG SAID CURVE AND STILL ALONG SAID RIGHT-OF-WAY (SAID CURVE HAVING FOR IT'S ELEMENTS A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 08°52'00") FOR A DISTANCE OF 69.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°13'27" WEST A DISTANCE OF 235.00 FEET TO A POINT ON THE SHORELINE OF LAKE JUNE-IN-WINTER; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID SHORELINE A DISTANCE OF 984 FEET MORE OR LESS; THENCE SOUTH 20°39'37" EAST A DISTANCE OF 361 FEET MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 7.8 ACRES MORE OR LESS.

PARCEL NUMBER: C-11-37-29-A00-0012-0000

CERTIFICATE OF OWNERSHIP AND DEDICATION
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

KNOWN ALL MEN BY THESE PRESENTS THAT ELIZABETH M. SIMMONS FOR HERSELF AND AS ATTORNEY-IN-FACT FOR JOHN H.E. BAKER, II, AND MARY K. SEYMOUR, AND TIMOTHY C. BAKER, AND CAPT. GEORGE R. BAKER, THE OWNERS OF THE PROPERTY ENTITLED "SOUTHWIND ESTATES PHASE II", HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND MAPPED, CERTIFIES OWNERSHIP OF THE PROPERTY HEREON, PROVIDED SUCH ROADS AND EASEMENTS SHALL REVERT TO THE OWNERS OR THEIR SUCCESSORS IN THE EVENT SUCH ROADS AND EASEMENTS ARE VACATED, ABANDONED OR OTHERWISE CEASE TO BE USED AS PUBLIC THOROUGHFARES OR ARE DISCONTINUED BY LAW.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND CORPORATE SEAL THIS 20th DAY OF November A.D. 2001.

WITNESS Michael J. Brassard — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR JOHN H.E. BAKER, II (OFFICIAL RECORDS BOOK 1563, PAGE 25)
WITNESS Darcy A. King — ELIZABETH M. SIMMONS.
WITNESS — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR MARY K. SEYMOUR (OFFICIAL RECORDS BOOK 1563, PAGE 27)
WITNESS — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR TIMOTHY C. BAKER (OFFICIAL RECORDS BOOK 1563, PAGE 29)
WITNESS — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR CAPT. GEORGE R. BAKER (OFFICIAL RECORDS BOOK 1563, PAGE 31)

ACKNOWLEDGMENT:
STATE OF FLORIDA New York } SS
COUNTY OF Orange }

I HEREBY CERTIFY THAT BEFORE ME PERSONALLY APPEARED ELIZABETH M. SIMMONS FOR HERSELF AND AS ATTORNEY-IN-FACT FOR JOHN H.E. BAKER, II, AND MARY K. SEYMOUR, AND TIMOTHY C. BAKER, AND CAPT. GEORGE R. BAKER, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE THEREIN MENTIONED.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF November, 2001.
(SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA)
Michael J. Brassard
(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)
PERSONALLY KNOWN ___ OR
PRODUCED IDENTIFICATION Y TYPE OF IDENTIFICATION PRODUCED Photo D/L Florida # 5372-333-57-917-0 and 2201703

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS 22nd DAY OF Nov A.D. 2001.

SIGNED _____ CHAIRMAN OF THE BOARD,
ATTEST _____ CLERK OF THE BOARD
SEAL

CERTIFICATE OF CLERK
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

I, L.C. "LUKE" BROOKER, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORD OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORD IN BOOK 16 OF PLATS AT PAGE 46 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS 29th DAY OF November A.D. 2001.

_____ CLERK OF THE CIRCUIT COURT.

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "SOUTHWIND ESTATES PHASE II", COMPRISING ONE SHEET, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT IT COMPLIES WITH THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS' MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS DEFINED IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, FLORIDA STATUTES AND WITH THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN SET OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

SIGNATURE
GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR
NUMBER 3945
DATE 11/15/01

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD. BUS. (863) 385-8856
SEBRING, FLORIDA 33870 FAX (863) 382-4531
(SEAL)

CERTIFICATE OF APPROVAL BY BOARD ATTORNEY
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

BOARD ATTORNEY
11/29/01
DATE

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

COUNTY ENGINEER
11/26/01
DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

DEVELOPMENT SERVICES DIRECTOR
11/29/01
DATE

PLAT BOOK 16 PAGE 46

FILE # 1172863 RCD: Dec 05 2001 @ 09:33AM
L. E. "Luke" Brooker, Clerk of Records

Southwind Estates Ph II PB 16 - PG 46

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Vacate Easement 423 Catfish

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 05, 2024, April 12, 2024

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 12th day of April 2024 by Janet Emerson, who is personally known to me.

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

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

00029927 00153748

POLSTON ENGINEERING
PO BOX 588
SEBRING, FL 33871

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO VACATE AN EASEMENT

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of James R. Ridgely, III will on the 7th day of May, 2024, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will vacate the drainage easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

ALLOW VACATION OF THE EAST 1.5' OF THE EXISTING 15' DRAINAGE AND UTILITY EASEMENT OF LOT 8, IN EXCHANGE FOR THE DEDICATION OF AN ADDITIONAL 1.5' TO THE EXISTING 15' DRAINAGE AND UTILITY EASEMENT ON THE WEST SIDE OF LOT 8 OF THE PLATTED SUBDIVISION OF SOUTHWIND ESTATES, PHASE II, PLAT BOOK 16, PAGE 46, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

THE APPLICANT SHALL BE RESPONSIBLE FOR PROVIDING A LEGAL SURVEY AND DESCRIPTION FOR THE 1.5' WIDE SEGMENT OF LAND ON THE WEST SIDE OF LOT 8 FOR THE ADDITIONAL DEDICATION TO THE PUBLIC AS A DRAINAGE AND UTILITY EASEMENT.

PARCEL IDENTIFICATION: C-11-37-29-060-0000-0080

SITE ADDRESS: 423 CATFISH CREEK RD, LAKE PLACID, FL 33852

Persons interested 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 will need a record of the proceedings, and for such purpose, he 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.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory 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 Ms. Sherri Bennett, ADA Coordinator at 863-402-6834 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or email: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
April 5, 12, 2024

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BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **Mitchell D. Thomas, P.E., Critical Infrastructure Project Manager**

SUBJECT/TITLE: **Request approval of interlocal agreement between Charlotte County on behalf of the Coastal and Heartland National Estuary Partnership.**

STATEMENT OF ISSUE

Coastal and Heartland National Estuary Partnership (CHNEP) has budgeted $200,000 grant funds for Highlands County for additional data collection and analysis associated with the Sebring Watershed Drainage Study. An Interlocal Agreement would serve as a Master Agreement and then the scope for the above tasks would be developed and executed by an approved "Work Assignment" system. The results of effort will be used incorporated into the on-going Highlands County Comprehensive Vulnerability Assessment.

RECOMMENDED ACTION

Move to approve the interlocal agreement between Charlotte County on behalf of the Coastal and Heartland National Estuary Partnership.

FISCAL IMPACT

There is no fiscal impact to the overall budget at this time. As "Work Assignments" are approved, the allotted grant funds will be appropriated in Fund 005 (General), Cost Center 4501 (Critical Infrastructure Operations).

Attachments: Interlocal Agreement with Highlands County.pdf

INTERLOCAL AGREEMENT
between
CHARLOTTE COUNTY on behalf of the
COASTAL AND HEARTLAND NATIONAL ESTUARY PARTNERSHIP
and
HIGHLANDS COUNTY
for
SERVICES SUPPORTING CHNEP'S
COMPREHENSIVE CONSERVATION AND MANAGEMENT PLAN

This Interlocal Agreement ("Agreement") is entered into by and between Charlotte County ("CHARLOTTE COUNTY"), a political subdivision of the State of Florida, on behalf of the Coastal & Heartland National Estuary Partnership ("CHNEP"), 18500 Murdock Circle, Port Charlotte, FL 33948, and Highlands County ("HIGHLANDS COUNTY"), a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870.

WITNESSETH:

WHEREAS, pursuant to the *Memorandum of Understanding for Administrative Services by and between Charlotte County and the Coastal & Heartland National Estuary Partnership*, effective October 1, 2022, CHARLOTTE COUNTY serves as the host agency to the CHNEP, entering into agreements with and receiving grant funds from private and public entities on behalf of the CHNEP; and

WHEREAS, Chapter 163 of the Florida Statutes permits governmental units, including counties, to enter into interlocal agreements to make the most efficient use of their power and resources by enabling cooperation on the basis of mutual advantage; and

WHEREAS, CHARLOTTE COUNTY, on behalf of the CHNEP, desires to engage HIGHLANDS COUNTY to provide services on a project specific basis to support the CHNEP Comprehensive Conservation and Management Plan ("CCMP") and annual Work Plans, as they may be amended from time to time; and

WHEREAS, CHARLOTTE COUNTY, on behalf of CHNEP, desires to implement each specific project via the issuance of a Work Assignment; and

WHEREAS, HIGHLANDS COUNTY desires to provide such services in accordance with this Agreement and any associated Work Assignment(s); and

WHEREAS, this Agreement will serve as the Master Agreement between CHARLOTTE COUNTY and HIGHLANDS COUNTY, with specific support services to be designated in individual Work Assignments.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. PURPOSE

The purpose of this Agreement is for HIGHLANDS COUNTY to perform certain activities in support of the CHNEP's CCMP and annual Work Plans within its jurisdictional limits when directed by CHARLOTTE COUNTY on behalf of CHNEP. Such services will be set forth in more detail in one or more Work Assignments. Work Assignments shall contain a scope of services, a schedule of fees and a time for completion of the services authorized. Each Work Assignment shall be subject to all the terms and conditions of this Agreement, be executed by both parties, and a fully executed Work Assignment returned to HIGHLANDS COUNTY shall serve as Notice to Proceed. After issuance, each Work Assignment shall become an amendment to this Agreement. A Sample Work Assignment is attached hereto as **Exhibit A.** No guarantee of any certain services, volume or quantity of work or projects is made or implied.

II. CHARLOTTE COUNTY'S DUTIES

A. Work with HIGHLANDS COUNTY and CHNEP to determine appropriate Scopes of Service.

B. Provide fully executed Work Assignments to HIGHLANDS COUNTY.

C. Pay all invoices in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

III. HIGHLANDS COUNTY'S DUTIES

A. Work with CHARLOTTE COUNTY and CHNEP to determine appropriate Scopes of Service.

B. Perform all mutually agreed upon services, provide deliverables, and compete the services within the schedule or timeline agreed upon in each Work Assignment issued and approved by CHARLOTTE COUNTY on behalf of the CHNEP.

C. Invoice CHARLOTTE COUNTY for all work performed using the process agreed to in the Work Assignment, in accordance with Paragraph IV of this Agreement.

IV. COMPENSATION

The amount and method of compensation for HIGHLANDS COUNTY'S services on any specific project shall be determined during negotiations for that specific

project and set forth on each Work Assignment. Payment will be made by CHARLOTTE COUNTY upon receipt of invoices from HIGHLANDS COUNTY detailing the tasks and deliverables for which payment is sought. HIGHLANDS COUNTY shall submit all invoices to the CHARLOTTE COUNTY Purchasing Division for processing. Billings shall be detailed as to date, Work Assignment and nature of the services performed. All invoices must be reviewed and approved by the CHNEP Executive Director. HIGHLANDS COUNTY shall bill any authorized travel and per diem expenses in accordance with the provisions of Section 112.061 of the Florida Statutes.

V. PERIOD OF AGREEMENT

The effective date of this Interlocal Agreement is the date on which it is fully executed. The services of HIGHLANDS COUNTY are to commence upon execution of this Agreement and issuance of a Work Assignment. This Agreement will remain in full force and effect until either party chooses to terminate it, as outlined in Section VII, below.

VI. MODIFICATION OF AGREEMENT

Any extensions or modifications of this Agreement shall be mutually agreed upon by and between CHARLOTTE COUNTY on behalf of CHNEP and HIGHLANDS COUNTY and shall be incorporated in written amendments to this Agreement signed by the parties.

VII. TERMINATION

A. Either party may terminate this Agreement with or without cause with a minimum of thirty (30) days written notice. Written notice shall be delivered by certified mail, return receipt requested, or by other delivery method with proof of delivery. Any notice concerning this Agreement shall be sent to the addressees listed below:

To: CHARLOTTE COUNTY

Jennifer Hecker
Executive Director
Coastal & Heartland National Estuary Partnership
1050 Loveland Blvd.
Port Charlotte, FL 33980

With a copy to:

Kimberly A. Corbett
Senior Division Manager
Charlotte County Purchasing

18500 Murdock Circle, Suite 344
Port Charlotte, FL 33948

To: HIGHLANDS COUNTY:

County Administrator
600 S. Commerce Avenue
Sebring, FL 33870

With a copy to:

County Attorney
600 S. Commerce Ave.
Sebring, FL 33870

B. In the event the Agreement is terminated, each outstanding Work Assignment is terminated, and HIGHLANDS COUNTY will be paid an amount commensurate with completed tasks and associated deliverables that meet scope requirements as of the effective date of termination.

VIII. COMPLIANCE WITH LAWS, JURIDICTION, AND VENUE

A. The parties warrant, represent, and agree that each will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

B. This Agreement and the provisions of any Work Assignment shall be construed, controlled, and interpreted according to Florida law.

C. Any legal action concerning this Agreement shall be filed in either Charlotte or Highlands County, Florida, as decided by the filer of the action, both of which shall be deemed proper jurisdiction and venue for an action under this Agreement.

IX. INDEPENDENT CONTRACTOR

A. The parties agree that HIGHLANDS COUNTY, its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor. HIGHLANDS COUNTY agrees to take such steps as may be necessary to ensure that each subcontractor of HIGHLANDS COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent of CHARLOTTE COUNTY.

B. HIGHLANDS COUNTY represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.

C. HIGHLANDS COUNTY shall continuously staff the work with HIGHLANDS COUNTY personnel or appropriate consultants as deemed necessary by HIGHLANDS COUNTY to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as HIGHLANDS COUNTY may deem necessary or appropriate.

X. RIGHT TO WORK PRODUCTS

Copies of all writings, maps, charts, reports, findings, and other relevant non-copyrighted material are and shall become the property of CHARLOTTE COUNTY on behalf of CHNEP and delivered to CHARLOTTE COUNTY without cost.

XI. ASSIGNMENT

This Agreement shall be binding on the parties, their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights or obligations hereunder to any other person or entity without the prior written consent of the other party.

XII. UNAUTHORIZED ALIENS/EMPLOYMENT ELIGIBILITY VERIFICATION

The parties agree that they will not knowingly employ unauthorized alien workers, which would constitute a violation of the employment provisions contains in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The employment by either PARTY of unauthorized aliens shall be grounds for termination of this Agreement.

The parties agree that they each use and shall use the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. Pursuant to Section 448.095 of the Florida Statutes, either party may terminate this Agreement for failure on the part of the other to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(5)(c)3, *Fla. Stat.*

HIGHLANDS COUNTY shall include, and shall require the inclusion of, the requirements of this paragraph, appropriately modified for identification of the parties, in each subcontract that includes work performed under this Agreement.

XIII. SEVERABILITY

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. If any term or provisions of this Agreement is found to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

XIV. DISPUTES

In the event of a dispute between CHARLOTTTE COUNTY and HIGHLANDS COUNTY under this Agreement, the CHARLOTTE COUNTY Administrator and the HIGHLANDS COUNTY Administrator shall review such dispute and negotiate a mutually acceptable resolution. The mutual decision of the respective Administrators shall be final. In the event the Administrators are unable to agree, the matter shall be referred to the respective County Commissioners, who may jointly elect to hold a joint meeting to resolve the matter. This process shall substitute for the dispute resolution process set forth in Chater 164 of the Florida Statutes.

XV. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold the other harmless, to the extent allowed under Section 768.28 of the Florida Statutes, from all claims, loss, damage, and expense, including attorney's fees and costs and attorney's fees and costs on appeal, arising from the negligent acts or omissions, or intentional tortious acts, of the indemnifying party's officers, employees and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28 of the Florida Statutes or extend either party liability beyond the express limits established in Section 768.20 of the Florida Statutes. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any Work Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CHARLOTTE COUNTY and HIGHLANDS COUNTY have entered into this Agreement as of the last date written below.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Kevin J. Roberts, Chairperson

By: _____
Jerome Kaszubowski
Clerk of Court

Date: _____

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

ATTEST:
Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

By: _____
William G. Truex, Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney
LR23-1077

Exhibit List:
Exhibit A – SAMPLE Work Assignment

EXHIBIT A

WORK ASSIGNMENT # _____
CHARLOTTE COUNTY PURCHASING DIVISION
CONTRACT NO. _____

THIS WORK ASSIGNMENT

1.	Work Assignment #	
2.	Short Title	
3.	Date Submitted	
4.	Amount	
5.	Scheduled Completion	

In presenting this Work Assignment, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Assignment has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work Assignment. Unless specified herein, additional information will not be required.

SUBMITTED AND AGREED TO BY:

BY: _____
Name of Consultant (Type/Print)

See Attached
_____
Signature

DATE: _____

RECOMMENDED AND APPROVED BY:

FISCAL REVIEWED BY: _____

CHARLOTTE COUNTY DEPARTMENT DIRECTOR: _____

CHARLOTTE COUNTY PURCHASING: _____

CHARLOTTE COUNTY ADMINISTRATION: _____

SAMPLE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

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

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Grant for annual Florida Blast Lacrosse Tournament in Highlands County for years 2024 - 2026.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC), at the regular meeting on April 25, 2024, recommended reimbursing Florida Prep Lacrosse Events, LLC for the annual Florida Blast Lacrosse Tournament held at the Highlands County Multi-Sport Complex in the years 2024, 2025 and 2026.

The TDC recommends reimbursing up to a total of $90,000.00 for the 2024 tournament (that being $20,000, plus up to an additional $70,000 based on room nights at $20/per verified room night); up to a total of $90,000.00 for the 2025 tournament (that being $10,000, plus up to an additional $80,000 based on room nights at $20/per verified room night); and up to a total of $90,000.00 for the 2026 tournament (that being $10,000, plus up to an additional $80,000 based on room nights at $20/per verified room night).

This grant will be to cover eligible costs associated with out of county marketing/broadcast, lacrosse license fee, uniforms with Visit Sebring Logo, trophies with Visit Sebring Logo, officials, field and facility rentals, insurance and approved reimbursable items under the High Impact Signature Event Grant guidelines for the Spartan Trifecta Weekend.

RECOMMENDED ACTION

Request approval of a New Event Tourist Development Grant for annual Florida Blast Lacrosse Tournament in Highlands County for years 2024 - 2026.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in the current fiscal year for marketing said event. The Florida Blast Lacrosse Tournament is eligible for $90,000.00 for Year #1 (2024), $90,000.00 for Year #2 (2025), and $90,000.00 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: Grant Contract - Florida Blast Lacrosse Tournament 2024 -2026.FPLsigned.pdf
Attachment A - Grant Contract - Florida Blast Lacrosse Tournament 2024 - 2026.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME:	FLORIDA PREP LACROSSE EVENTS LLC
ADDRESS:	304 MARSH COVE DRIVE
	PONTE VEDRA BEACH, FL 32082
FEI NO:	87-4102302

Highlands County, a political subdivision of the State of Florida (hereinafter referred to as "the COUNTY"), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses for the 2024-2026 Florida Blast Lacrosse Tournament as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until September 30, 2026.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Ninety Thousand Dollars ($90,000.00) for the 2024 Florida Blast Lacrosse Tournament with room verifications required for $70,000.00 of the awarded amount; and in the amount up to Ninety Thousand Dollars ($90,000.00) for the 2025 Florida Blast Lacrosse Tournament with room verifications required for $80,000.00 of the awarded amount; and up to Ninety Thousand Dollars ($90,000.00) for the 2026 Florida Blast Lacrosse Tournament with room verifications required for $80,000.00 of the awarded amount, from Cost Center 5305, the Marketing and Promotion Fund for providing the services described in attached Attachment "A". The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for the COUNTY to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after the COUNTY's fiscal year ending September 30, 2023. This Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the funding as set forth herein. The COUNTY shall provide notice to the CONTRACTOR if it decides for any reason or no reason in its sole discretion, not to provide funding for this Agreement in its annual budget.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by the COUNTY's personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR 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 CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with 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) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, 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 the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract 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 hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

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:

COUNTY CLERK: GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCrecords@highlandsfl.gov

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.

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and tha the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this 13 day of MAY 2024.

Florida Prep Lacrosse Events, LLC, a for profit organization.

By: _____
Francis T. West III. MGR

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Francis T. West III, as Manager, of Florida Prep Lacrosse Events, 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 FLDL as identification, and who did/did not take an oath this 13 day of May, 2024.

(stamp)

Notary Public State of Florida
Erica C Vona
My Commission
HH 224896
Exp. 2/6/2026

Erica C. Vona
NOTARY PUBLIC. State of Florida

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin J. Roberts, Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

APPLICATION

GENERAL INSTRUCTIONS
The application **must be completely filled out**. Not Applicable or N/A should be marked as appropriate.

Copies of the following items must be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed Marketing Plan for the Event. This plan must outline product (event); market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.
- Business plan outlining how the re-occurring event will increase out-of-county attendees each year
- Example of proposed Visitor/Attendee Survey

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC:
Year 1: $90,000 ($20,000 base plus $70,000 room nights)
Year 2: $90,000 ($10,000 base plus $80,000 room nights)
Year 3: $90,000 ($10,000 base plus $80,000 room nights)

I. General Information

1. Name of Applicant: Florida United Lacrosse
2. Name of Event: Florida Blast Lacrosse Tournament
3. Contact person: Tom West
4. Contact person e-mail: tom@flpreplax.com https://fulacrosse.com/florida-blast/#
5. Complete address of Applicant: 304 Marsh Cove Drive, Ponte Vedra Beach, FL 32082
   Cell phone: 386-931-8503
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title: Event Director
   Address if different from above: same as above
   Cell phone: same as above
   Email: same as above
7. Has Event ever received funding from the TDC? **NO** If yes – list years In 2023 and amounts: 90,000
   Previous Event or Project: CRABBS LAX
   Date: June 2023
   Location: Vero Beach FL
   Total Room Nights: 6,500
   Contact Name/Phone: Tom West – 386-931-8503
   Funding amount awarded: $90,000
   Economic Impact (If available): No was never shared with Tom

8. Amount Applicant is requesting for the Event/Project:
   2024: $90,000 ($20,000 base plus $70,000 room nights)
   2025 $90,000 ($10,000 base plus $80,000 room nights)
   2026 $90,000 ($10,000 base plus $80,000 room nights)

9. Intended use of funds:out of county advertising, event expenses, trophies, officials, field and facility rentals
(Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization) They are a youth lacrosse organization that directs and plans events throughout the Eastern Seaboard

III. Schedule of Event: June 6, June7, June 8, June 9 20204
8:00 AM - 7:00 PM daily

IV. Event Specific Information

1. Event name: Florida Blast Lacrosse Tournament
2. Type of event: Lacrosse Tournament
3. Dates of Event: June 6-June 9 2024
4. Location of Event: Highlands County Sports Complex

1. Number of days: 3 Hours: 8AM - 7 PM 11hrs, 8 AM - 7 PM 11hrs, 8 AM - 7 PM 11hrs, 33 hours total

2. Projected number of attendees (if sport, include participants, coaches, officials): Overnight, out of state:3,000 Overnight, in-state: 3,000 Day Trip: 0

3. Projected number of spectators per day (if applicable): included in the above #s
Overnight, out of state: Overnight, in-state: Day Trip: 0

4. Projected number of media, staff, officials:
Overnight, out of state: 20 Overnight, in-state: 30 Day Trip: 0

5. Event/Project promoter (if other than Applicant):
Name of promoter:Airstream Ventures
Company name: Airstream Ventures LLC
Contact name: Alan Verlander
Address: 1859 East Adams Street, Jacksonville, FL 32202
Phone: 904-412-6070
Email: alan@airstreamventures.com
Website: airstreamventures.com

11. Event Admission Price (if applicable)

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) **Number of Room Nights: 4,200**

13. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? **Number of attendees: 6,000**
(*Please answer each question below or your application will be deemed incomplete*). a. How many/what percentage will be traveling to the event from outside the county? 3,000
b. How will you document the attendees and the out-of-county percentage?
Registration
c. Will you be providing the TDC with attendee contact information? If needed v.10.23 12

14. Provide the previous year's event information, (if applicable): N/A Previous Event or Project:
Date:
Location:
Total Room Nights:
Contact Name/Phone:
Funding amount awarded:
Economic Impact (If available):

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In Kind Amount)
TDC Grant	20,000
Hotel Reimbursement	70,000
$1450 registration fee X 100 Teams	$14,500.00

Visit Sebring/TDC Funding Request	$ 90,000
TOTAL INCOME ALL SOURCES	$235,000

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Speakers, Signage, Insurance, etc.)	**Expense Amount**
Trophies	**2,500**
Fields	**12,000**
Equipment Rental	**3,000**
Uniforms	**12,000**
Insurance	**2,500**
License Fee	**10,000**
Referees	**6,000**
Trainers	**1,000**
Officials	**12,000**
Marketing/Broadcast	**26,500**
Staff	**10,000**
Dinner	**5,000**
TOTAL EVENT EXPENSES	$ 102,500
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Facility Rental	**15,000**
Event Officials/Referees	**19,000**

Marketing/Broadcast	**29,000**
Visit Sebring Logo'd Trophies	**2,500**
Lacrosse License Fee	**10,000**
Event Insurance	**2,500**

Visit Sebring Logo'd Uniforms	**12.000**

TOTAL TDC EXPENSES	$ 90,000

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8Grant Application Checklist

Please initial next to each ite4m and fill in the blanks below. This list must accompany your grant application.

Initials

CA This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: June 6, June 7, June 8, June 9 - 2024
Date of Application: 2/17/2024

CA I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on August 13, 2024 (date 60 days after event ends).

CA I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by Feb 24, 2024. (date one week after the application is submitted to and accepted by the Tourism Office)

CA I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website, VisitSebring.com. I will also use the #VisitSebring hashtag on at least one event social media post.

CA I have included an IRS **W-9 Form** and a copy of the Florida Division of Corporations form with the application.

CA I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

CA I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

CA I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

CA I understand each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the

number of people your ad reached outside Highlands County and inside Highlands County.

_____ I understand Reimbursement will only be provided at a rate of $20/verified room night. And all funds will only be reimbursed after the event is complete.

_____ I agree that the funds I receive will ONLY be used in accordance with the eligible and ineligible uses of funds. (pages 3-4)

_____ I understand that I am required to submit a **Room Night Certification Form** from each participating hotel in order to track the number of hotel room nights the Event produces in order to receive funding. (page 8)

_____ I have reviewed the **Highlands County Special Event Permit Flow Chart** and will proceed with any required county permits. (Contact: Rachel Barry; (863) 402-6638)

_____ I have included a list of my business/organization's current Officers and/or Board members (if applicable) with the application.

_____ I will provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Highlands County Tourism Office" as additionally insured no later than 15 days before the event begins. If required, I will also provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Florida Sports Foundation" as additionally insured no later than 15 days before the event begins.

_____ I have included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

_____ I have included a detailed **Marketing Plan** for the Event.

_____ I have included a sample **Visitor/Attendee Survey** for the Event, and will submit survey results to the Visit Sebring office no later than 60 days after the event takes place.

_____ As an authorized representative of Applicant, I (the person submitting this application) acknowledge that I am also the person required to execute the contract and prepare the **Post-Event Report** (page 9-10) for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

_____ I also acknowledge that I am required to submit documentation that confirms my authority to act on behalf of the Applying Organization, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists me (the person submitting the Application) as an officer who has statutory authority to represent and bind the Applying Organization.

I acknowledge that any material made or received by Highlands County in connection with my request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. I acknowledge that I cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

I understand that as a requirement to receiving funding, I will execute a release to permit Highlands County to photo and/or record the Event and I must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

I understand that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

I understand that this event may require a Highlands County Special Event Permit, and it is up to me to complete that permit request and pay the required permit fee.

Authorized Agent: for FLA Prep LAX

Title: CEO *Date:* 2/22/24

Authorized Agent Signature: ALAN Verlander

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SMART Objective Worksheet

Draft Goal:

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	Driving people to downtown Sebring throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Sebring as an area on the rise.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	FL Prep Lacrosse is the top organization in the Lacrosse community and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebrings vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Final Goal:

We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: FLORIDA Prep LACROSSE (AIRSTREAM VENTURES)

Date: 2/13/24

By: _____
(Signature)

Its: CEO
(Title)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 13th day of FEBUARY, 2024 by ALAN Vanlandt (name) as ACTING AGENT (title) for FLORIDA Prep LACROSSE (applicant, name of party on behalf of whom instrument was executed).

(NOTARY SEAL)

Vaughn Gaskins
(Signature of Notary Public-State of Florida)

VAUGHN GASKINS
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced

FLORIDA DRIVER LICENSE

Notary Public State of Florida
Vaughn Gaskins
My Commission HH 386509
Expires 7/4/2027

FL Prep Lacrosse Tournament

Business Plan:

For the FL Prep Lacrosse Tournament our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

“Being involved with Florida lacrosse from its early roots and seeing the way it’s grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has,” said West. “I’m looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that’s what this team is all about.”

West will help lead Crabs’ efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClernan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida’s best players the chance to learn from their peers and compete against the nation’s best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Sebring

The FL Prep Lacrosse tournament is an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants that will be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring as a family/group destination.

Our events are more than just one tournament – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

- Participants will receive information on where to stay and things to do in Sebring
    - Airstream Ventures will work with Sebring on creating this material to send out

Marketing Plan:

A first-class lacrosse tournament experience that drives people to your destination

- Average 800-1,000 players with more than 5,000 visitors, producing 4,200 room nights

Marketing of your destination to high school lacrosse teams across the country

- Dedicated webpage for the event
  - Logo inclusion & links to your website and videos
- Social media promotion, with links to your website and videos

Integrated email campaign that focuses on three primary audiences:

- Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
- Sales Marketing (to prospective customers for sponsorship)
- Destination Marketing (Drive awareness of Sebring Area as a destination)

Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

Post-Event Attendee Survey

1. Where did you stay while in Sebring?

   _____

2. How many nights were you here?

   _____

3. What did you do during your stay?

   _____

4. Did you attend any restaurants while visiting?

   _____

5. In your opinion, how could Sebring improve tourism services and or offerings?

   _____

6. Would you visit Sebring again?

   _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

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

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-100 to realign unused funds from Road Construction Projects.**

STATEMENT OF ISSUE

This Budget Amendment is requesting to realign unused funds in the amount of $33,487.19 from Project #23021 (N Taconic Rd) and #23022 (W Kent Rd). The funds will be used to complete shortages for Project #22036 (N Sapphire Rd), #23040 (W Bard Rd), and to create Project #23079 (New Life Way Pipe Lining).

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-100 to realign unused funds from Road Construction Projects.

FISCAL IMPACT

No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $33,487.19 are merely being transferred from Project #23021 and #23022 (4102A 56301Z) in the amounts of $20,082.29 and $13,404.90, respectively, to Project #23036, #23040 and #23079 in cost center 4102A (Transportation Projects), account 56301Z (Project Capital Infrastructure) in the amounts of $12,065.00, $2,814.19, and $18,608.00, respectively.

Attachments: 23-24-100 Realign Road Reconstruction Funding (BA).pdf

REVIEWED
O.M.B DEPARTMENT
May 9, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/30/2024** SUBMITTED BY: **Road and Bridge**

FUND(S): **151** FUND TITLE(S): **Local Govt Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **SEE LIST** PROJECT TITLE(S): **SEE LIST** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	23021	100,000.00		20,082.29	79,917.71
E	151	4102A	56301Z	Project Capital Infrastructure	23022	145,000.00		13,404.90	131,595.10
E	151	4102A	56301Z	Project Capital Infrastructure	23036	92,000.00	12,065.00		104,065.00
E	151	4102A	56301Z	Project Capital Infrastructure	23040	20,000.00	2,814.19		22,814.19
E	151	4102A	56301Z	Project Capital Infrastructure	23079	0.00	18,608.00		18,608.00
									0.00

REASON: **Road Reconstruction Partial CFS Allocation 23/24 realignment.**

CE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-100**

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-100

FUND(S)	FUND TITLE(S)
151	Infrastructure Surtax

COST CTR(S)	COST CENTER TITLE(S)
4102A	Transportation Projects

FND	CST CTR	PROJ #	PROJECT TITLE
151	4102A	23021	N Taconic Rd
151	4102A	23022	W Kent Rd
151	4102A	23036	N Sapphire Rd
151	4102A	23040	W Bard Rd
151	4102A	23079	New Life Way Pipe Lining

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director**

SUBJECT/TITLE: **Request to approve Amendment No. 2 to the Agreement between Highlands County and Tetra Tech, Inc. for Disaster Debris Monitoring Services.**

STATEMENT OF ISSUE

Attached for your approval is Amendment No. 2 to the Agreement Between Highlands County and Tetra Tech, Inc. to provide Disaster Debris Monitoring Services pursuant to RFP 20-016. The Amendment is for an extension of the contract for one (1) additional one year period through July 21, 2025.
The original three (3) year contract was approved on July 21, 2020, and Amendment No. 1 extended the contract for the first of two one (1) year periods through July 21, 2024. This Amendment No. 2 will be to extend the contract for the second of two (2) possible one year period extensions. The debris monitoring contractor will ensure that all state and federal rules and regulations are followed by the debris removal and recovery contractors to ensure all requirements for eligible reimbursement for disaster debris removal and recovery services will be met.

RECOMMENDED ACTION

Move to approve the Amendment No. 2 to the Agreement between Highlands County and Tetra Tech, Inc. to extend the contract for the second of two (2) additional one (1) year periods for disaster debris monitoring services.

FISCAL IMPACT

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

Attachments: Tetra Tech signed Highlands County Debris Monitoring Amend. 2 (TT Signed).pdf

AMENDMENT 2 TO THE AGREEMENT BETWEEN HIGHLANDS COUNTY AND TETRA TECH, INC.

THIS AMENDMENT 2 is made by and between Highlands County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Tetra Tech, Inc., 2301 Lucien Waye, Suite 120, Maitland, Florida, 32751, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on July 21 2020, the COUNTY approved the agreement with the CONTRACTOR to provide the COUNTY with disaster debris monitoring services, and amended the same through Amendment 1 approved on June 20, 2023, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the parties have determined that it is in their best interest to further amend the Agreement.

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

1. Article 2, Term, is hereby amended to extend the Term through July 21, 2025.

2. Additional Terms: The additional terms set forth in **Exhibit "A-1"** attached hereto are hereby made a binding part of this Agreement. To the extent of any conflict between the terms and conditions of the Agreement and **Exhibit "A-1"**, the terms and conditions set forth in **Exhibit "A-1"** shall prevail.

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

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kevin J. Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

TETRA TECH, INC.

By: Jonathan Burgiel

Print: Jonathan Burgiel

Title: Business Unit President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Jonathan Burgiel, as Business Unit President, of Tetra Tech, Inc., 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 24 day of April, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

MELISSA A. CREMEANS
Notary Public, State Of Florida
Commission No. HH 360338
My Commission Expires: 2/9/2027

Exhibit "A-1"

EXHIBIT "A-1"
FEDERAL REQUIREMENTS

The CONTRACTOR acknowledges that the services may be funded or reimbursed with federal funds and hereby agrees to comply with and require its sub-contractors to comply with the following specific Federal requirements and regulations:

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

B. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D)) (Applicable only for construction contracts in excess of $2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CONTRACTOR must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. CONTRACTOR shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
3. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
4. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a CONTRACTOR as provided in 29 C.F.R. §5.12.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708) (Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F)) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the CONTRACTOR wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G)) CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H)) - A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322) - The CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) - Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

I. ENERGY EFFICIENCY AND CONSERVATION - The CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) - CONTRACTORS that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.

K. CIVIL RIGHTS COMPLIANCE - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.

L. HUAWEI AND ZTE RESTRICTIONS, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

M. DOMESTIC PREFERENCE - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

N. AFFIRMATIVE ACTION - The CONTRACTOR must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CGR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

O. DHS SEAL, LOGO, AND FLAGS - The CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS - CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director**
SUBJECT/TITLE:	**Request to approve Amendment No. 2 to the Agreement between Highlands County and Phillips and Jordan, Inc. for Disaster Debris Removal and Recovery Services as the Prime Contractor.**

STATEMENT OF ISSUE

Attached for your approval is Amendment No. 2 to the Agreement Between Highlands County and Phillips and Jordan, Inc. as the Prime Contractor to provide Disaster Debris Removal and Recovery Services pursuant to RFP 20-017. The Amendment is for an extension of the contract for one (1) additional one year period through August 4, 2025.
The original three (3) year contract was approved on August 4, 2020, and Amendment No. 1 extended the contract for the first of two one (1) year periods through August 4, 2024. This Amendment No. 2 will be to extend the contract for the second of two (2) possible one year period extensions. The disaster debris removal and recovery contractor will manage the debris removal, transport, processing, and disposal of the debris.

RECOMMENDED ACTION

Move to approve the Amendment No. 2 to the Agreement between Highlands County and Phillips and Jordan, Inc. to extend the contract for the second of two (2) additional one (1) year periods for Disaster Debris Removal and Recovery Services as the prime contractor.

FISCAL IMPACT

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

Attachments: original mailed Amendment 2 - Partial signed by P & J - Cosner notary.pdf

AMENDMENT 2 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND PHILLIPS AND JORDAN, INC.

THIS AMENDMENT 2 is made by and between Highlands County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Phillips and Jordan, Inc., 10142 Parkside Drive, Suite 500, Knoxville, Tennessee, 37922, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on August 4, 2020, the COUNTY approved the agreement with the CONTRACTOR to provide the COUNTY with disaster debris removal and recovery services, and amended the same through Amendment 1 approved on June 20, 2023, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the parties have determined that it is in their best interest to further amend the Agreement.

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

1. Article 2, Term, is hereby amended to extend the Term through August 4, 2025.

2. Additional Terms: The additional terms set forth in **Exhibit "A-1"** attached hereto are hereby made a binding part of this Agreement. To the extent of any conflict between the terms and conditions of the Agreement and **Exhibit "A-1"**, the terms and conditions set forth in **Exhibit "A-1"** shall prevail.

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

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

Kevin J. Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

PHILLIPS AND JORDAN, INC.

By: _____

Print: Morgan Pierce

Title: President, Power

STATE OF TENNESSEE

COUNTY OF Knox

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Morgan P. Pierce, as President Power, of Phillips and Jordan, Inc., 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 2nd day of April, 2024.

(stamp) KRISTI LEANNE COSNER STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY

NOTARY PUBLIC, State of ~~Florida~~ TN

Comm. Expires: 4/7/26

Exhibit "A-1"

EXHIBIT "A-1"
FEDERAL REQUIREMENTS

The CONTRACTOR acknowledges that the services may be funded or reimbursed with federal funds and hereby agrees to comply with and require its sub-contractors to comply with the following specific Federal requirements and regulations:

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

B. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D)) (Applicable only for construction contracts in excess of $2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CONTRACTOR must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. CONTRACTOR shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
3. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
4. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a CONTRACTOR as provided in 29 C.F.R. §5.12.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708) (Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F)) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the CONTRACTOR wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

E. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G)) CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H)) - A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322) - The CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) - Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

I. ENERGY EFFICIENCY AND CONSERVATION - The CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) - CONTRACTORS that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.

K. CIVIL RIGHTS COMPLIANCE - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.

L. HUAWEI AND ZTE RESTRICTIONS, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

M. DOMESTIC PREFERENCE - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

N. AFFIRMATIVE ACTION - The CONTRACTOR must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CGR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

O. DHS SEAL, LOGO, AND FLAGS - The CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS - CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Robert A. Diefendorf, Jr., E.I., Assistant to the Critical Infrastructure Director**
SUBJECT/TITLE:	**Request to approve Amendment No. 2 to the Agreement between Highlands County and Ceres Environmental Services, Inc. for Disaster Debris Removal and Recovery Services as the Secondary Contractor.**

STATEMENT OF ISSUE

Attached for your approval is Amendment No. 2 to the Agreement Between Highlands County and Ceres Environmental Services, Inc.as the Secondary Contractor to provide Disaster Debris Removal and Recovery Services pursuant to RFP 20-017. The Amendment is for an extension of the contract for one (1) additional one year period through August 4, 2025.
The original three (3) year contract agreement was approved on August 4, 2020, and Amendment No. 1 extended the contract for the first of two one (1) year periods through August 4, 2024. This Amendment No. 2 will be to extend the contract for the second of two (2) possible one year period extensions. The disaster debris removal and recovery contractor will manage the debris removal, transport, processing, and disposal of the debris.

RECOMMENDED ACTION

Move to approve the Amendment No. 2 to the Agreement between Highlands County and Ceres Environmental Services, Inc. to extend the contract for the second of two (2) additional one (1) year periods for Disaster Debris Removal and Recovery Services as the secondary contractor.

FISCAL IMPACT

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

Attachments: Ceres signed Amendment 2 Disaster Debris Mgmt. & Removal.pdf

AMENDMENT 2 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND CERES ENVIRONMENTAL SERVICES, INC.

THIS AMENDMENT 2 is made by and between Highlands County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Ceres Environmental Services, Inc., 6868 Professional Parkway East, Sarasota, Florida, 34240, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on August 4, 2020, the COUNTY approved the agreement with the CONTRACTOR to provide the COUNTY with disaster debris removal and recovery services, and amended the same through Amendment 1 approved on June 20, 2023, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the parties have determined that it is in their best interest to further amend the Agreement.

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

1. Article 2, Term, is hereby amended to extend the Term through August 4, 2025.

2. Article 19, Contact Information, is hereby amended as follows as to the CONTRACTOR:

   Tracey A. Mancini, Contract Administrator
   Ceres Environmental Services, Inc.
   6371 Business Boulevard
   Suite 100
   Sarasota, FL 34240
   (941) 402-4371
   Tracey.Mancini@ceresenv.com

3. Additional Terms: The additional terms set forth in **Exhibit "A-1"** attached hereto are hereby made a binding part of this Agreement. To the extent of any conflict between the terms and conditions of the Agreement and **Exhibit "A-1"**, the terms and conditions set forth in **Exhibit "A-1"** shall prevail.

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

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CERES ENVIRONMENTAL SERVICES, INC.

By: Tia Lawrie

Print: Tia Lawrie

Title: Corporate Secretary

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Tia Lawrie, as Corporate Secretary of Ceres Environmental Services, Inc., 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 24th day of April, 2024.

(stamp)

Tracey Mancini
NOTARY PUBLIC, State of Florida

TRACEY ANN MANCINI
Notary Public - State of Florida
Commission # HH 415027
My Comm. Expires Jul 29, 2027
Bonded through National Notary Assn.

Exhibit "A-1"

EXHIBIT "A-1"
FEDERAL REQUIREMENTS

The CONTRACTOR acknowledges that the services may be funded or reimbursed with federal funds and hereby agrees to comply with and require its sub-contractors to comply with the following specific Federal requirements and regulations:

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

B. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D)) (Applicable only for construction contracts in excess of $2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CONTRACTOR must report all suspected or reported violations to the appropriate Federal agency.

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. CONTRACTOR shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
3. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
4. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a CONTRACTOR as provided in 29 C.F.R. §5.12.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708) (Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the CONTRACTOR shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F)) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the CONTRACTOR wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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F. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H)) - A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322) - The CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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I. ENERGY EFFICIENCY AND CONSERVATION - The CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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K. CIVIL RIGHTS COMPLIANCE - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.

L. HUAWEI AND ZTE RESTRICTIONS, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

M. DOMESTIC PREFERENCE - As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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O. DHS SEAL, LOGO, AND FLAGS - The CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS - CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **Mitchell D. Thomas, PE**

SUBJECT/TITLE: **Request approval of the Geosyntec professional services Amendment 1 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

On April 5, 2022, The HCBCC approved receipt of a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan in the amount of $1,750,000. On February 21, 2023, HCBCC approved Professional Services Agreements with Geosyntec Consultants Inc. (Geosyntec) (fee $542,516.00), Kimley-Horn and Associates (KHA) (base fee of $805,430.00 plus amendment 1 for $230,100.00) associated with the Water Quality and Drainage Studies. Geosyntec was assigned the following study areas:

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

During the development of the scope of work, surveying data collection was left out of the SOW until the level of effort was determined. This amendment will complete the SOW needed to meet the objectives of the project and FDEP requirements associated with the above-mentioned planning loan.

RECOMMENDED ACTION

Move to approve the Geosyntec professional services Amendment 1 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

No fiscal impact since Geosyntec Amendment 1 fee of $7,150 added to the total consultant fees (KHA and Geosyntec) of $1,578,046 is $1,585,196 which is still under the State Revolving Fund Planning Loan amount of $1,750,000.

Attachments: Geosyntec_Water-Drainage Studies.Amendment1.keh(2024.05.10)_signed.pdf

AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND
GEOSYNTEC CONSULTANTS, INC.

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 the "COUNTY" and Geosyntec Consultants, Inc., 900 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida, 33487hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on February 21, 2023, the COUNTY executed an Agreement with the CONTRACTOR, to provide Water Quality and Drainage Study Services to the COUNTY (hereinafter referred to as "Agreement"), based on the solicitation and agreement negotiated; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens of the COUNTY for it to further extend the term of its Agreement with the CONTRACTOR under the terms and conditions of the Agreement between the CONTRACTOR and the COUNTY.

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 CONTRACTOR is amended as follows:

1. SECTION 3, SCOPE OF SERVICES, is hereby amended as set forth in **Exhibit "A-1"**, attached hereto.

2. SECTION 7, COMPENSATION, is hereby amended as set forth in **Exhibit "B-1"**, attached hereto.

3. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the original Agreement, or any modification thereof, this Amendment 1 shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 effective the ___day of _____, 2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: Thomas Amstadt

Print: Thomas Amstadt

Title: Principal

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Thomas Amstadt, as Principal, of Geosyntec Consultants, Inc, 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 13th day of May, 2024.

(stamp)

Clarissa Yuknavage
NOTARY PUBLIC

CLARISSA YUKNAVAGE
Notary Public - State of Florida
Commission # HH 105496
My Comm. Expires Mar 17, 2025
Bonded through National Notary Assn.

EXHIBIT "A-1"
Scope of Services

Task 1 – Survey

- A. The Contractor will conduct a field survey of 54 drainage structures in Highlands County. The Contractor will locate horizontal and vertical locations of pipe inverts, control structures, and any associated drainage control points within these structures.
- B. Deliverables will be provided in a GIS Shapefile or database and be accompanied by a survey report signed and sealed by a licensed land surveyor.
- C. The Contractor will complete the survey and deliver the survey data within 30 days of notice to proceed. Notice to proceed will be the date of the receipt of the signed Amendment 1 to the Agreement between Highlands County and Geosyntec Consultants, Inc.
- D. The Contractor will perform the survey using the North American Vertical Datum of 1988 (NAVD 88) and the North American Datum of 1983, 2011 Adjustment (NAD 83/2011).
- E. The Contractor will provide data with a horizontal and vertical accuracy of 0.10'.

Deliverables:

- GIS Shapefile or database containing data points collected by the Contractor's surveyor.

EXHIBIT "B-1"
Compensation

Task No.	Task Name	Fee
1	Survey	Seven Thousand One Hundred Fifty Dollars and Zero Cents ($7,150.00)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Mitchell D. Thomas, PE, Critical Infrastructure Project Manager**
SUBJECT/TITLE:	**Request approval of second amendment to the Cooperative Funding Agreement between the Southwest Florida Water Management District and Highlands County for Jack Creek Watershed Management Plan.**

STATEMENT OF ISSUE

In June 2018, Highlands County Board of County Commission entered into an agreement with the Southwest Florida Water Management District (District) for a cooperatively funded project to develop a watershed management master plan (WMP) for the Jack Creek Basin in Highlands County. The first amendment extended the expiration date of March 31, 2022 to December 31, 2023. This second amendment will extend the expiration date to March 30, 2025. SWFWMD recognizes the retroactive application of the Agreement despite the expiration of its terms on December 31, 2023.

RECOMMENDED ACTION

Move to approve the second amendment agreement between Southwest Florida Water Management District and Highlands County associated with the Jack Creek Basin watershed management plan.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 18CF0000894_Amendment_2.pdf

DocuSign Envelope ID: AE184FFC-9EE0-4DD0-BFE5-DF9DA0E9A754

AGREEMENT NO: 18CF0000894
2018REV0007

SECOND AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
WMP - JACK CREEK WATERSHED MANAGEMENT PLAN (N856)

This SECOND AMENDMENT effective December 31, 2023, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and HIGHLANDS COUNTY, a political subdivision of the State of Florida, having an address of 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2017, as amended March 23, 2022 (Agreement No. 18CF0000894), that expired on December 31, 2023, hereinafter referred to as the "Existing Agreement," for the Jack Creek Josephine Creek Watershed in Highlands County, through and including floodplain analysis, Level of Service, and Best Management Practices (BMPs); and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the DISTRICT'S Project Manager, extend the contract period and modify the Project Schedule, and update contract language applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. Except as otherwise provided herein, the terms, covenants and conditions of the Existing Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.

2. The Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Project Manager with Andres Barbarossa.

3. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2023 to March 30, 2025.

4. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

DESCRIPTION	COMMENCE	COMPLETE
1. Watershed Evaluation	03/01/2018	04/01/2019
2. Floodplain Analysis	03/02/2020	10/19/2023
3. Level of Service	10/19/2023	04/01/2024
4. BMP Alternatives Analysis	04/01/2024	09/30/2024

5. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this SECOND AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____
Scott Letasi, P.E., PMP Date
Bureau Chief, Engineering and Project Management

HIGHLANDS COUNTY

By: _____
Date

Name: _____

Title: _____
Authorized Signatory

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-101 for reallocation of funds regarding the Clerk's IT CFS requests.**

STATEMENT OF ISSUE

Necessary to move funds from the IT CFS project (21047) to project 21048, to purchase the second vehicle approved in FY 22 budget that is underfunded due to unexpected cost increases. The Ford Van was approved during the fiscal year budget process, but due to vendor cost increases, the funds approved will not cover the purchase.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-101 for reallocation of funds regarding the Clerk's IT CFS requests.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is transferring funds from Project 21047 (Tech Infrastructure Improvements) to Project 21048 (CCC Two Vehicles) in the amount of $15,405.00.

Attachments: 23-24-101 Proj 21048 CCC Vehicle_Xfer fm Proj 21047 (BA).pdf

REVIEWED
O.M.B DEPARTMENT
May 10, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/8/2024** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **2111A**

PROJECT(S) #: **21047, 21048** PROJECT TITLE(S): **Tech Infrastructure Improvements, CCC - Two Vehicles** COST CENTER TITLE(S): **Central Services 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**2111A**	**56400Z**	**Project Equipment**	**21047**	**847,278.26**		**15,405.00**	**831,873.26**
E	**151**	**2111A**	**56400Z**	**Project Equipment**	**21048**	**47,847.00**	**15,405.00**		**63,252.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Xfer funding from Project 21047 to Project 21048 to provide add'l funding for IT work vehicle purchase.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-101**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-103 to clean-up negative account balances in one cost center.**

STATEMENT OF ISSUE

This budget amendment is necessary to realign funding for negative account balances in one cost center for accounting purposes.

RECOMMENDED ACTION

Request approval of Budget Amendment 23-24-103 to clean-up negative account balances in one cost center.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is merely transferring funds from cost center 5108 (Health Care Responsibility Act) to cost center 1000 (Gen. Admin Circuit Crt Admin) in the amount of $5,000.00.

Attachments: 23-24-103 Correct Negative Cost Ctr Balance (BA).pdf

REVIEWED
O.M.B DEPARTMENT
May 10, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/9/2024** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5108, 1000**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Health Care Responsibilty Act, Gen Admin Circuit Ct Admin**

*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**		**5,000.00**	**95,000.00**
E	**005**	**1000**	**54100**	**Communication & Freight**		**5,738.00**	**5,000.00**		**10,738.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funds to resolve a negative balance in cost center 1000 Gen. Admin Circuit Crt Admin.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-103**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **JD Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request to change the Project Manager – Drainage and Infrastructure position to Assistant County Engineer - Stormwater, increase the Pay Grade to 120, and modify the job description.**

STATEMENT OF ISSUE

To reflect the needs of the Engineering Department and the responsibilities of the Assistant County Engineer - Stormwater, we are requesting the following:

1) To approve changing the Project Manager – Drainage and Infrastructure title to Assistant County Engineer - Stormwater.
2) To approve the pay grade change of this position from 116 to 120.
3) To approve the modified job duties to replace the Drainage and Infrastructure duties so that they align with the change to the Engineering Division.
4) To increase the pay of the new Assistant County Engineer – Stormwater by 10%.

RECOMMENDED ACTION

Move to approve the change of the Project Manager – Drainage and Infrastructure position to Assistant County Engineer - Stormwater, increase the Pay Grade to 120, and modify the job description.

FISCAL IMPACT

The fiscal impact is an annual increase to Fund 110 (Transportation Trust) in the amount of $9,546 plus benefits.

Attachments: Assistant County Engineer Stormwater 5.13.24.pdf

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: Assistant County Engineer - Stormwater	**Division**: Stormwater	**Department:** Engineering	**Cost Center:** 4501/4101
Job Code: TBD	**Pay Grade**: 120	**Pay Band:** $75,518.96 - $113,278.45	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title County Engineer Job Code 1064 Pay Grade 121

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Floodplain Mgr./NPDES Coord. - 1206		
County Surveyor - 0985		

POSITION DUTIES & RESPONSIBILITIES

General Description:

Advanced professional and technical work in the field of Civil Engineering. The position involves the preparation and/or review of plans, designs and specifications for public works projects. Area of practice will be specialized in water resources and hydrology with occasional transportation and other general civil engineering components. Assists in project development, permitting, design, and funding applications for various drainage related projects.

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.

- Evaluates areas of need related to drainage and other infrastructure.
- Performs design of drainage systems as well as roadways, intersections, and other public works projects in accordance with established specifications and standards.
- Prepares contract specifications for public works projects.
- Coordinates and directs designers and draft persons in preparing plans.
- Prepares applications for and secures environmental and water management districts permits.
- Attends meetings and conferences with regulatory agencies to discuss projects and formulate recommendations on design decisions and other related matters.
- Conducts construction site visits, performs inspections, and resolves construction-related problems with contractors on public works projects.
- Coordinates with survey crew needed information and stakeouts on design construction projects and assists in the field as needed.
- Oversees implementation of NPDES/MS4 program implementation and development.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Provides assistance and guidance with Grant Applications.
- Executes and manages Grant project requirements.
- Facilitates public meetings and presents/communicated to educate the public on projects.
- Assists in transportation related activities.
- 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 drainage/water resources and hydrology.
• Knowledge of water computer models (ICPR Versions 3 & 4) and water management district regulations and procedures.
• Knowledge of electronic drawing software (AutoCAD) Ability to plan, design, coordinate and inspect public works projects.
• Knowledge of mapping software such as GIS (ESRI ArcMap) and other mapping programs.
• Ability to prepare written technical reports, estimates, construction, and other cost records.
• Ability to assist in the direction, instruction and review of work assignments.
• Ability to establish and maintain effective working relationships with state and federal agencies and the general public
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 30 lbs. Constantly works in indoor and outdoor environments. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

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 ten (10) years experience in Public Works Engineering. Experience in water resources and hydrology preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver's license. Must be a licensed Professional Engineer in the state of Florida. Must obtain a Certified Floodplain Managers certificate within twelve (12) months. Must obtain a Florida Stormwater Erosion and Sedimentation Control Inspector certification within six (6) months.

Other job related requirements:

Disaster Essential. Must be able to work in the Emergency Operations Center during a hurricane.

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 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 Manager - Drainage and Infrastructure~~ Assistant County Engineer - Stormwater	**Division:** ~~Critical Infrastructure~~ Stormwater	**Department:** ~~Drainage~~ Engineering	**Cost Center:** 4501/4101
Job Code: new	**Pay Grade:** 11~~9~~6	**Pay Band:** $71,244.31 - $106,866.46	**FTE:** 1.0
Included/Exempt: Exempt	**Type of Transaction:**		
EMPLOYEE:	**Special Risk:** Yes ☐ No ☒	**Overtime:** Yes ☐ No ☒	

1. This position reports directly to: Job Title 121 ~~Director of Critical Infrastructure~~County Engineer Job Code1064 Pay Grade

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Floodplain Mgr./NPDES Coord. - 1206		
County Surveyor - 0985		

POSITION DUTIES & RESPONSIBILITIES

General Description:

Advanced professional and technical work in the field of Civil Engineering. The position involves the preparation and/or review of plans, designs and specifications for public works projects. Area of practice will be specialized in water resources and hydrology with occasional transportation and other general civil engineering components. Assists in project development, permitting, design, and funding applications for various drainage related projects.

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.

- Evaluates areas of need related to drainage and other infrastructure.
- Performs design of drainage systems as well as roadways, intersections, and other public works projects in accordance with established specifications and standards.
- Prepares contract specifications for public works projects.
- Coordinates and directs designers and draft persons in preparing plans.
- Prepares applications for and secures environmental and water management districts permits.
- Attends meetings and conferences with regulatory agencies to discuss projects and formulate recommendations on design decisions and other related matters.
- Conducts construction site visits, performs inspections, and resolves construction-related problems with contractors on public works projects.
- Coordinates with survey crew needed information and stakeouts on design construction ~~projects, and~~projects and assists in the field as needed.
- Oversees implementation of NPDES/MS4 program implementation and development.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- ~~Responds productively to change and performs all other related tasks as directed.~~
- Provides assistance and guidance with Grant Applications.
- Executes and manages Grant project requirements.
- Facilitates public meetings and presents/communicates to educate the public on projects.
- Assists in transportation related activities.
- Responds productively to change and performs all other related tasks as directed.
-

Revised: 02/23/2023

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Knowledge, Skills, and Abilities:

• Considerable knowledge of ~~principals~~principles and practices of Civil Engineering, specifically in the areas of drainage/water resources and hydrology.
• Knowledge of water computer models (ICPR Versions 3 & 4) and water management district regulations and procedures.
• Knowledge of electronic drawing software (AutoCAD) Ability to plan, design, coordinate and inspect public works projects.
• Knowledge of mapping software such as GIS (ESRI ArcMap) and other mapping programs.
• Ability to prepare written technical reports, estimates, ~~construction~~construction, and other cost records.
• Ability to assist in the direction, instruction and review of work assignments.
• Ability to establish and maintain effective working relationships with state and federal agencies and the general public
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 30 lbs. Constantly works in indoor and outdoor environments. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

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

~~Bachelors~~Bachelor's degree from an accredited college or university in Civil Engineering and a minimum of ~~three~~ ten (10~~3~~) years experience in Public Works Engineering. Experience in water resources and hydrology preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain valid Florida ~~Drivers~~Driver's license. Must be a licensed Professional Engineer in the state of Florida. Must obtain a Certified Floodplain Managers certificate within twelve (12) months. Must obtain a Florida Stormwater Erosion and Sedimentation Control Inspector certification within six (6) months.

Other job related requirements:

Disaster Essential. Must be able to work in the Emergency Operations Center during a hurricane.

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:

Revised: 02/23/2023

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **JD Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request to increase the County Surveyor Pay Grade to 118 and modify the job description.**

STATEMENT OF ISSUE

To reflect the needs of the Engineering Department and the responsibilities of the County Surveyor, we are requesting the following:

1) To approve reinstate the original County Surveyor job description from the modified Special Probation job description.
2) To approve a pay grade change of this position from 115 to 118.
3) To approve the modified reporting/supervisory structure and some grammatical corrections.

RECOMMENDED ACTION

Move to approve the request to increase the County Surveyor Pay Grade to 118 and modify the job description.

FISCAL IMPACT

The fiscal impact will be a reduction of $6,834.39 to Fund 110 (Transportation Trust), Cost Center 4101 (Engineering Services), Account 51200 (Regular Salaries & Wages), plus benefits.

Attachments: County Surveyor (0985) 05.21.24_Red Lined.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐

POSITION INFORMATION

Job Title: County Surveyor

Job Code: 0985

Included/Exempt: Exempt

EMPLOYEE:

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

Division:	Department:	Cost Center:
Stormwater	Engineering	4501
Pay Grade:	**Pay Band:**	**FTE:**
118	$67,211.61 - $100,817.41	1.0

Type of Transaction:

Special Risk: Yes ☐ No ☒ **Overtime:** Yes ☐ No ☒

1. This position reports directly to: Job Title Assistant County Engineer Stormwater Job Code TBD Pay Grade 119

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Survey Party Chief / 110 / 0984		
Sr Driveway/Utility Inspector /107/TBD		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A professional position responsible for surveying and mapping encompassing the surveying, constructions, and mapping of County utility and public works projects and facilities. Acts as responsible point of contact with State and Local Agencies for the development of survey standards, practices, and programs.

Essential Job Functions:

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

- Directs and coordinates operations of the Survey Section of the Stormwater Division.
- Prepares specifications for contractual agreements with private consultants pertaining to surveying and mapping services.
- Performs necessary administrative duties and prepares yearly budget for Survey Section.
- Develops agency survey programs and policies.
- Coordinates work plans to ensure programs are implemented in a timely manner.
- Designs survey methodology and develops operational procedures.
- Supervises other survey technical personnel and participates in performing professional surveying and mapping work.
- Provides technical support and instructs engineering personnel in preparation and maintenance of digital maps and information technology database utilized for the establishment of Geographic Information Systems.
- Provides technical support and instructs survey party chiefs in acquiring conventional and Global Positioning Systems (GPA) field survey data for major street projects, sanitary and storm sewer systems, water treatment and water distribution structures and systems, bridges, building construction projects and Geographic Information Systems (GIS) mapping projects.
- Advises on construction specifications regarding the adaptability of plans and designs to particular field conditions.
- Advises County agencies on survey related matters.
- Supervises the inspection of construction projects while in progress for adherence to plans and specifications. Reviews surveys, legal descriptions, and sketches for conformance with Florida Statutes.
- Reviews subdivision plats for technical accuracy and conformance to Florida Statutes and Highlands County's Land Development Regulations prior to recordation.
- Maintain a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follow consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

• Thorough knowledge of the principles and practices of lands surveying and mapping as applied to engineering, construction, record, route and right of way surveying.
• Thorough knowledge of the use, trouble shooting and maintenance of survey instruments including conventional instruments.
• Thorough knowledge of total station/electronic data collection field to finish solutions and GPS equipment.
• A general working knowledge of AutoCAD Civil 3-D and data transfer software.
• Ability to research and analyze survey reference materials such as public records, engineering plans, right of way maps and legal descriptions.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, 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 an 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 in surveying and mapping. Six (6) years in responsible charge of Land Surveying, mapping projects including GPS surveying and/or GIS mapping, and the use of Computer-Aided Design and Drafting (CADD). A minimum two (2) years' experience in responsible charge will be post Certification as a Professional Survey and Mapper in the State of Florida and four (4) years' experience will be in the supervisory aspect of the work.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License. Current Licensure as a Florida Registered Professional Survey and Mapper in good standing with the Florida Board of Land.

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 21, 2024

PRESENTER: **Rosa Morales, Budget Analyst II / NAV**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-102 to transfer funds for purchase of the Non-Ad Valorem Software.**

STATEMENT OF ISSUE

The following budget amendment is necessary to complete the Non-Ad Valorem assessments for the current and future tax rolls. We have been using this software under the Tax Collector's agreement since 2018 and is essential to the department's day to day function. The Tax Collector is moving to a different vendor/platform and the decision was made by staff to stay with Catalis.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-102 to transfer funds for purchase of the Non-Ad Valorem Software.

FISCAL IMPACT

There is no Fiscal Impact to Fund 005 (General) or the overall budget for FY 23-24 as this is merely a transfer from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 2108 (Non-Ad Valorem Assessment), account 55402 (Subscriptions) in the amount of $13,200.00.

Attachments: 23-24-102 Catalis Software for NAV (BA).pdf
23-24-102 NAV_Catalis Software (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
May 10, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/29/2024** SUBMITTED BY: **NAV**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2108**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Non Ad Valorem Assessments**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**9990**	**59900**	**Reserve for Contingency**		**239,107.00**		**13,200.00**	**225,907.00**
E	**005**	**2108**	**55402**	**Subscriptions**		**1,571.00**	**13,200.00**		**14,771.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funds to Pay for Non Ad Valorem Software.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-102**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2023-2024

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/23		BEGINNING BALANCE		**$450,000.00**	
10/03/23	10/03/23	23-24-004	($50,311.00)	$399,689.00	To add funding for the Supervisor of Elections and Property Appraiser for salary/operating adjustments.
12/05/23	12/05/23	23-24-021	$30,418.00	$430,107.00	To add back budget funds due to the VOCA grant not requiring match funds for FY24.
01/18/24	01/18/24	23-24-033	($25,000.00)	$405,107.00	To fund Proj 23043 OSTDS Remediation Plan.
02/06/24	02/06/24	23-24-044	($61,700.00)	$343,407.00	To provide add'l funding for Nuisance Abatement cleanups.
02/20/24	02/20/24	23-24-053	($4,500.00)	$338,907.00	To provide funding for the Joey Barfield Memorial on the Panther Parkway
04/02/24	04/02/24	23-24-078	($6,800.00)	$332,107.00	To purchase four (4) laptops, docking stations and monitors for the Guardian Ad Litem office staff.
04/02/24	04/02/24	23-24-079	($93,000.00)	$239,107.00	To provide funding for Project 22081 Medal of Honor Park to complete said project.
05/21/24		23-24-102	($13,200.00)	$225,907.00	To provide funding for NAV software with egov.
REVISED TOTAL:				**$225,907.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request to execute the Residential Substance Abuse Treatment (RSAT) grant award for FY23-24 along with the Adoption of Resolution 23-24-112 for Budget Amendment 23-24-104.**

STATEMENT OF ISSUE

Attached is a grant in the amount of $99,984.00 with a Match of $33,328.00 for the Residential Substance Abuse Treatment (RSAT) grant for FY23-24 for signature by the Chair. The grant was anticipated and set up during the Budget Process.

RECOMMENDED ACTION

Move to approve and accept Federal Award Number: 15PBJA-22-GG-00465-RSAT in the amount of 99,984.00 with a required match of $33,328.00 and authorize the chair to sign the required Acceptance of Federal Funding Assistance page, along with the Adoption of Resolution 23-24-112 for Budget Amendment 23-24-104.

FISCAL IMPACT

There is no additional fiscal impact to Fund 005 (General) or the overall budget as the budget amendment is merely assigning a project number to the adopted budget funds. A match of funds by the Board in the amount of $33,328.00 was approved in the FY23-24 adopted budget.

Attachments: 23-24-104 Project 23080 RSAT 23-24 (BA).pdf
23-24-104R Project 23080 RSAT 23-24 (Resolution).pdf
RSAT_G4001 Federal Award - Agreement.pdf

REVIEWED
O.M.B DEPARTMENT
May 14, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/2/2024** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3326 / 3323**

PROJECT(S) #: **23080** PROJECT TITLE(S): **RSAT FY 23-24** COST CENTER TITLE(S): **Detention & Corrections Other / Detention & Correction**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312130Z	US DOJ GRANT (FDLE)		180,734.00		99,984.00	80,750.00
R	005		3312130Z	US DOJ GRANT (FDLE)	23080	0.00	99,984.00		99,984.00
E	005	3326	54900Z	Proj Other Chgs & Obligations		133,312.00		133,312.00	0.00
E	005	3323	53001Z	Project Operating Expense-Elected	23080	0.00	133,312.00		133,312.00
									0.00
									0.00
									0.00

REASON: **To set up and appropriate anticipated funding for project #23080 Residential Substance Abuse Treatment (RSAT) for FY 23-24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-104**

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. 23-24-112

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-104 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 23-24-104 is hereby approved and authorized to set up and appropriate funding for project #23080 Residential Substance Abuse Treatment (RSAT) for FY 23-24 in the amount of $99,984.00 to be received from the Office of Criminal Justice Grants-FDLE with no fiscal impact as this was anticipated and set up during the budget process. We are simply assigning the Project #.

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 21st day of May, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: Highlands County Board of Commissioners

Recipient SAM UEI: DVGCMAE96DX5

Award Number: G4001

Award Period: 10/01/2023 – 09/30/2024

Award Title: G4001: Highlands County RSAT

Federal Funds: $99,984.00

Matching Funds: $33,328.00

Total Funds: $133,312.00

CFDA: 16.593

Federal Award Number: 15PBJA-22-GG-00465-RSAT

Federal Program: Residential Substance Abuse Treatment Program (RSAT)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Highlands County Board of Commissioners (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of 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.

Award ID: G4001
Award Title: G4001: Highlands County RSAT
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: Kevin Roberts, Chairperson, Board of County Commissioners

Date: _____

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

Chief Official Designee (optional)
Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	G4001
Recipient:	Highlands County Board of Commissioners
Award Title:	G4001: Highlands County RSAT
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

According to the Bureau of Justice Statistics report Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, more than two-thirds of jail inmates meet the criteria for drug dependence or abuse compared to only 5% of the general population. In Highlands County, Florida, a rural area in south central Florida, people with substance abuse problems tend to cycle in and out of the criminal justice system due to a repeated cycle of incarceration directly linked to their addictions. Repeated incarceration occurs when there is a lack of identification, assessment, and treatment placement options for the addicted. Some of the individuals that are compromised by addiction become more ill in confinement, when they are separated from any healthy social or community support they had and are exposed to the additional stresses of being incarcerated, on probation, or house arrest. People with substance abuse issues frequently violate probation or community control and are returned to jail because they do not have the personal or external resources to manage their illness. As a result, they recycle through the system creating a revolving door of criminal and illegal activity. The jails, prisons, probation, and community control departments are overwhelmed with and are not equipped to manage the numbers of people incarcerated and on corrections rolls due to offenses related to drug and alcohol abuse.

Our RSAT program in FY22-23 was funded by the USDOJ, through pass-through entity Florida Department of Law Enforcement, under award number S6002 which was an award for $99,984 with a $33,328 cash match requirement. A great number of inmates with high criminogenic histories with known substance abuse disorders are screened. All eligible inmates are provided with mental health behavioral services, along with a behavioral court program which is working as an alternative sentencing program for those with behavioral and mental health issues.

Currently, the Highlands County BOCC budget does not allow for the payment of these services. Grant funding will provide the assistance necessary to ensure the continuation of this program.

Scope of Work

Highlands County BOCC will continue to contract with Tri-County. Our RSAT program will be able to provide professional treatment services in the Jail. TCHS is a well-known professional treatment organization with significant human and financial resources dedicated to solving substance abuse and addiction problems in central Florida. They have proven their ability to identify candidates and coordinate treatment services effectively with great results. TCHS will perform psychosocial assessments and screenings to determine eligibility for the program. TCHS will provide substance abuse services five days per week for inmates with an expected 25 completions during the grant period. Services will include mental health therapy, treatment, and aftercare planning developed in partnership with the inmate, individual counseling, individual and group therapy sessions, alcohol/drug education, domestic violence, and behavior control. The services will be delivered via case management, self-help groups, voluntary AA/NA, relapse prevention, aftercare, and random drug screening (a positive test will result in sanctions leading up to removal from the program.)

Appendix B - Deliverables

Award Number:	G4001
Recipient:	Highlands County Board of Commissioners
Award Title:	G4001: Highlands County RSAT
Award Period:	10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay for a third party to conduct Contractual Services with Tri County Human Services to provide after-care services, alcohol/drug education, case management, group counseling, individual counseling, psychological assessments, screenings, and urinalysis/oral drug testing.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $99,984.00

Appendix C - Approved Budget

Award Number:	G4001		
Recipient:	Highlands County Board of Commissioners		
Award Title:	G4001: Highlands County RSAT		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	$99,984.00	$33,328.00	$133,312.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

G. Third-Party Subawards (Contractual Services)

Item Name	Description	Grant Funded	Match	Total
Tri-County Human Services - After Care Sessions	After-care Session: Contractor will provide group therapy for after-care counseling. This is a group session conducted weekly for follow-up treatment for graduates of the program transitioning into the community. Unit of Services: per client hour Unit Rate: $22.39 Units Requested: 200.00 Total Cost: $4,478.00	$3,358.50	$1,119.50	$4,478.00
Tri-County Human Services - Alcohol/Drug Education	Alcohol/Drug Education Programs: Contractor will provide to all program participants didactic instructional and group discussions on various topics including substance abuse and the effects of Bi-Polar and antisocial personality disorders. Unit of Services: per client hour Unit Rate: $32.02 Units Requested: 1,801.1297 Total Costs: $57,672.17	$43,254.13	$14,418.04	$57,672.17
Tri-County Human Services - Case Management	Case Management: Contractor will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, and linkage with other treatment resources to all program participants. Unit of Services: per client quarter hour Unit Rate: $21.45 Units Requested: 150.00	$2,413.12	$804.38	$3,217.50

	Total Cost: $3,217.50			
Tri-County Human Services - Group Counseling	Group Counseling: Contractor will provide group counseling to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self-help groups" and their attendance to establish an ongoing support network. Unit of Services: per client hour Unit Rate: $32.02 Units Requested: 1,801.13 Total Costs: $57,672.18	$43,254.13	$14,418.05	$57,672.18
Tri-County Human Services - Individual Counseling	Individual Counseling: Contractor will provide face-to-face contact to review progress and work on treatment plan goals and objectives. Unit of Services: per client hour Unit Rate: $128.06 Units Requested: 50.00 Total Cost $6,403.00	$4,802.25	$1,600.75	$6,403.00
Tri-County Human Services - Psychological Assessment	Psychological Assessment: Contractor will provide face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health histories to assist in the determination of the inmates' appropriateness for the program and to update treatment plans. Unit of Services: per client hour Unit Rate: $98.60 Units Requested: 25.00 Total Cost: $2,465.00	$1,848.75	$616.25	$2,465.00
Tri-County Human Services - Screening	Screening: Contractor will provide pre-admission interviews, and discussions with collateral contacts to assist in the determination of inmates and their appropriateness for the program. Unit of Services: one client contact, usually around ¼ hour. Unit Rate: $13.03 Units Requested: 30.00 Total Cost: $390.90	$293.18	$97.72	$390.90
Tri-County Human Services - Urinalysis/Oral Drug Testing	Urinalysis/Oral Swab Drug Testing: Contractor will provide Urine/Oral swab screening to test for the presence of illicit substances. Unit of Services: per test Unit Rate: $28.95 Units Requested: 35.00 Total Cost: $1,013.25	$759.94	$253.31	$1,013.25
	G. Third-Party Subawards (Contractual Services) Subtotal:			**$133,312.00**

Appendix D: Award Contacts

Award Number:	G4001
Recipient:	Highlands County Board of Commissioners
Award Title:	G4001: Highlands County RSAT
Award Period:	10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Angela Bollinger
Title: Budget Manager
Address: 400 S. Eucalyptus Street
Sebring, FL 33870-3700
Phone: 863-402-7215
Email: abollinger@highlandssheriff.org

Recipient Chief Official (CO)

Name: Kevin Roberts
Title: Chairperson, Board of County Commissioners
Address: 600 S. Commerce Ave.
Sebring, FL 33870-3809
Phone: 863-402-6500
Email: kroberts@highlandsfl.gov

Recipient Chief Financial Officer (CFO)

Name: Michael Halloran
Title: Business Administrator, HCSO
Address: 400 S. Eucalyptus Street
Sebring, FL
Phone: 863-402-7216
Email: mhalloran@highlandssheriff.org

Appendix E: Special Conditions

Award Number:	G4001
Recipient:	Highlands County Board of Commissioners
Award Title:	G4001: Highlands County RSAT
Award Period:	10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

W0001	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Third-Party Subawards, a properly executed Third-Party Certificate of Subaward for Tri-County Human Services, Inc. must be submitted to the Office of Criminal Justice Grants.
S0002	At the time of application, the submitted Third-Party Contract Compliance Checklist indicates the third-party agreement does not comply with all required provisions of 2 CFR 200.332(a)(1). It is recommended the Recipient amend the third-party agreement to incorporate all compliance requirements in 2 CFR 200.332(a)(1). Documentation of compliance must be maintained and provided at monitoring.
S0003	During application review, it was noted the SAM.gov registration for Tri-County Human Services, Inc. will expire on 08/80/2024. In order to prevent delays in payment, the sub Recipient should renew their registration in SAM.gov prior to the expiration date.
W0004	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Third-Party Subawards, a properly executed and completed Third-Party Certificate of Subaward for Tri-County Human Services, Inc. must be submitted to the Office of Criminal Justice Grants.
S0005	At the time of application, the Recipient indicated it does not have written policies, procedures, and/or guidance designed to ensure that any tiered sub-awards made by the Recipient under a federal award: (1) clearly documents applicable federal requirements; (2) are appropriately monitored by the sub Recipient; and (3) ensure compliance with the requirements of 2CFR 200.332. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0006	At the time of application, the Recipient indicated their jurisdiction does not have written policies and procedures designed to prevent issuing a tiered sub-award under a federal award to any entity or individual that is suspended or debarred from such funding. All award procurement must comply with the Management and Budget (OMB) Uniform Requirements, 2 CFR 200.213. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0007	The Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

S0008	During application review, it was noted the Recipient's EEO Certification (EEOC) will expired on October 13, 2023. In order to prevent delays in payment, the Recipient must submit a new EEOC to the Office of Criminal Justice Grants.
S0010	A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0011	WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), 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 or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting -** The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 **State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 **Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of

any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 **"Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 **The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 **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 § 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 records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 **Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 **Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 **General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of

Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 **Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not

be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. 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.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

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.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 Financial Expenditures and Reporting - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor

refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award 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, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **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 according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout -** Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients -** If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

9.0 **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 § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed

budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 **Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 **Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. *§* 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;

2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 **For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this
cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 **For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research

subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency 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 FDLE (the non-federal pass-through entity).

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 award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation

plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

22.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

24.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Paul Blackman, Sheriff** **Shane Smith, Dispatch Director/E911 Coordinator**
SUBJECT/TITLE:	**Request approval to submit E911 Grant Application to the Emergency Communications Board.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office is applying for an E911 State reimbursement grant to upgrade Next Generation core services.

RECOMMENDED ACTION

Move to approve the E911 Grant Application to the Emergency Communications Board.

FISCAL IMPACT

There is no fiscal impact.

Attachments: E911 Grant Application for Board Signature.pdf
E911 Highlands CO FL INdigital NGCS Price Quote, EIM and Starlink 5.14.24.pdf
E911 Highlands Co SOW for Grant Review 5.14.24.pdf
Region 6 NGCS Grant Summary Statement.pdf

4498160486	CNTY28-HIGHLANDS 911

STATE GRANT APPLICATION

Basic Information

Application Submitted Date : 05-14-2024 14:30:33

PDF Generated Date: 05-14-2024 14:30:50

County : HIGHLANDS

Project Title: Next Generation Core Services

Amount Requested: $706,960.00

Procurement Method : NONE

1. Chair, Board of County Commissioners

400 S Eucalyptus St

Sebring , FL 33870

Highlands County

2. County 911 Coordinator

600 S Commerce Ave

Sebring , FL 33870

Highlands County

3. Federal Tax ID Number

596000661

4. County fact information

Number of PSAPs : 1 Primary and 1 Back-up

Number of Call-taking Positions per PSAP : 9 @ primary site and 6@ back up site

PSAP(s) in which grant funding will apply : Primary and back-up

5. Financial Information

A) Current annual costs for 911 systems : $255,862.59	B) Current annual costs for maintenance : $155,184.00
C) Total amount of 911 fee revenue received : $422,194.34	D) Carry-forward funding retained : $0.00
E) Current carry-forward funding : $0.00	F) Applied carry-forward funding : $0.00
G) Minimum calculated amount for applied carry-forward funding :$0.00	

6. Describe the existing system

We currently have a Motorola Vesta Geo-Diverse 911 call handling system. Side A is located at Highlands County Sheriff's Office Consolidated Dispatch Center. Side B is located at the Highlands County Emergency Operations Center. The Primary site has 9 positions and the back-up site has 6 positions. We currently have Citizens input, Aware mapping and Smart Transcription available on the system. The Vesta went into service on 02/15/2024.

7. Describe the scope of work

Highlands County receives all 911 voice calls via Centralized Automatic Message Accounting (CAMA) Trunks. The proposed project

will connect to an IP-based Emergency Services IP Network(ESInet) and add Next Generation Core Services (NGCS). The ESInet will consist of two diverse fiber connections, and deliver i3-compliant emergency calls to the PSAP and support NGCS. NGCS consist of the software elements and related databases that are needed to process a 9-1-1 call on the NG9-1-1 network. The project also adds disaster recovery with MEVO so that we can answer all calls for help during disasters.

8. Justification of the need for the proposed project
NG911 requires both an ESInet and Next Generation Core Services (NGCS).ESInet is a critical element, and the networking backbone, upon which Highlands County can build services toward a Next Generation 911 system. Adding Next-Gen Core Services (NGCS) which include emergency voice and text call routing, location information database services, network integration, and disaster recovery.

9. Justification of grant funding
Florida's 9-1-1 Region 6 is made up of a diverse set of medium and rural sized counties. There are concentrated areas of substantial population (Charlotte, Collier, Highlands, Lee, Monroe) and a large mass of rural territory where population is spread out and sparse (DeSoto, Glades, Hardee, Hendry, Okeechobee). In particular the rural counties are limited on funds to support the standards requirements. This is also a challenge in the medium counties where funds are more readily available, however higher costs associated with multiple earmarked NG911 projects take a direct toll on 9-1-1 budgets. Therefore and supportive of the Florida regional grant rule and application process, it is important each participating county is supported through available grant funds.
Highlands County is a fiscally constrained County.

10. Project timeline
See attached scope of work from Indigital

11. Single or sole source justification, if applicable
Not applicable

12. Previous service dates, if applicable
not applicable

13. Budget reports

Year 1

System: Hardware, Software, Equipment, & Labor

Item	Total Amount , Unit Price , Quantity
Network services	$13,884.48 ($1,157.04 X 12)
text for 911 texty	$12,674.16 ($1,056.18 X 12)
MEVO Disaster Recovery	$12,674.16 ($1,056.18 X 12)
Location Services	$25,348.32 ($2,112.36 X 12)
I3 Routing Services	$63,370.80 ($5,280.90 X 12)
NCGS Core Services Implementation	$21,462.40 ($21,462.40 X 1)
EIM Installation	$45,738.00 ($45,738.00 X 1)

System Subtotal : $195,152.32

Services: Training, Maintenance, and Warranty Items

Item	Total Amount , Unit Price , Quantity

Services Subtotal : $0.00

Year 1 Budget Total : $195,152.32

Year 2

System: Hardware, Software, Equipment, & Labor

Item	Total Amount , Unit Price , Quantity
Network Services	$13,884.48 ($1,157.04 X 12)
Text for 911 texty	$12,674.16 ($1,056.18 X 12)
MEVO Disaster Recovery	$12,674.16 ($1,056.18 X 12)
Location Service	$25,348.32 ($2,112.36 X 12)
I3Routing	$63,370.80 ($5,280.90 X 12)

System Subtotal : $127,951.92

Services: Training, Maintenance, and Warranty Items

Item	Total Amount , Unit Price , Quantity

Services Subtotal : $0.00

Year 2 Budget Total : $127,951.92

Year 3

System: Hardware, Software, Equipment, & Labor

Item	Total Amount , Unit Price , Quantity
Network Services	$13,884.48 ($1,157.04 X 12)
Text for 911 texty	$12,674.16 ($1,056.18 X 12)
MEVO Disaster Recovery	$12,674.16 ($1,056.18 X 12)
Location Services	$25,348.32 ($2,112.36 X 12)
I3 Routing	$63,370.80 ($5,280.90 X 12)

System Subtotal : $127,951.92

Services: Training, Maintenance, and Warranty Items

Item	Total Amount , Unit Price , Quantity

Services Subtotal : $0.00

Year 3 Budget Total : $127,951.92

Year 4

System: Hardware, Software, Equipment, & Labor

Item	Total Amount , Unit Price , Quantity
Network Services	$13,884.48 ($1,157.04 X 12)
Text for 911 texty	$12,674.16 ($1,056.18 X 12)
MEVO Disaster Recovery	$12,674.16 ($1,056.18 X 12)
Location Services	$25,348.32 ($2,112.36 X 12)

I3 Routing Services	$63,370.80 ($5,280.90 X 12)

System Subtotal : $127,951.92

Services: Training, Maintenance, and Warranty Items

Item	Total Amount , Unit Price , Quantity

Services Subtotal : $0.00

Year 4 Budget Total : $127,951.92

Year 5

System: Hardware, Software, Equipment, & Labor

Item	Total Amount , Unit Price , Quantity
Network Services	$13,884.48 ($1,157.04 X 12)
Text for 911 texty	$12,674.16 ($1,056.18 X 12)
MEVO Disaster Recovery	$12,674.16 ($1,056.18 X 12)
Location Service	$25,348.32 ($2,112.36 X 12)
I3 Routing Services	$63,370.80 ($5,280.90 X 12)

System Subtotal : $127,951.92

Services: Training, Maintenance, and Warranty Items

Item	Total Amount , Unit Price , Quantity

Services Subtotal : $0.00

Year 5 Budget Total : $127,951.92

Overall Project Total : $706,960.00

Carry-forward Funds Applied :

Grant Request Total Less Carry-Forward Applied : $706,960.00

14. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions.
Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct.
A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the Emergency Communications Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida 911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained.
No substantial changes or departures from the original proposal shall be permitted unless the Emergency Communications Board gives prior written authorization. Any unauthorized change will necessitate the return of grant

funds,
and accrued interest (if any) to the Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

_____ _____
SIGNATURE CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANGER Date

_____
Printed Name

_____
Position

Regional Signatures if Applicable (add additional lines if needed)

Highlands Co
Shane Smith
Director/911 Coordinator
(863) 402-7375
smsmith@highlandssheriff.org



Jennifer Poole
Regional Acct Mgr
(407)314-3534
jpoole@indigital.net

Highlands County, Florida Quote: 5.14.24 Population Served 105,618

Line	Quantity	Description	Accounting Metric	Unit	Total
1		**Monthly Recurring Charges (MRC)**			
2		**Network Services**			
3	1	Network Services	PSAP	$1,157.04	$1,157.04
4	1	Text for 911 - Texty	Population	$1,056.18	$1,056.18
5	1	MEVO Disaster Recovery	Population	$1,056.18	$1,056.18
6		Network Monthly Recurring Subtotal			$3,269.40
7		**NGCS Core Services**			
8	1	Location Services	Population	$2,112.36	$2,112.36
9	1	i3 Routing Services	Population	$5,280.90	$5,280.90
10		NGCS Monthly Recurring Subtotal			$7,393.26
20		**Monthly Total (MRC)**			**$10,662.66**
21		**Non-Recurring Charges (NRC)**			
22	1	NGCS Core Services Implementation Fee	Primary PSAP	$21,462.40	$21,462.40
23	1	EIM Installation (Motorola Pass Through)	Primary PSAP	$45,738.00	$45,738.00
27		**Implementation Total (NRC)**			**$67,200.40**

Year 1 Cost	$195,152.32
Year 2 Cost	$127,951.92
Year 3 Cost	$127,951.92
Year 4 Cost	$127,951.92
Year 5 Cost	$127,951.92
Five Year Total	**$706,960.00**

Payment Schedule

Milestone 1 - NRC Due at Execution of Agreement

Milestone 2 - Network Services (Connection between INdigital datacenter and ECC Call Handling System)

Milestone 3 - 85% of NGCS MRC (Network migration of VoIP, CLEC & Wireless OSPs to INdigital network for 9-1-1 call delivery)

Milestone 4 - 15% of NGCS MRC (Completion of network migration of legacy wireline OSPs to INdigital network for 9-1-1 call delivery)

Milestone (Optional Services) - billing begins once cut into service

* Network will be actual cost for diverse carriers

** Network diversity is required before contracting**

Highlands County, FL
NGCS

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Executive Summary

This Scope of Work (SOW) will define the scope of work and schedule of deliverables from INdigital to Highlands County, Florida.

All equipment installation, system configuration, training, and other onsite work will be provided during implementation.

INdigital will provide (2) Fortinet Routers for 9-1-1 call delivery at Highlands County Sheriff. INdigital will coordinate the installation of IP 9-1-1 call delivery trunks, (1) primary, (1) backup, and (1) 4G connection to Highlands County.

INdigital will monitor, maintain, support, and service all NGCS call delivery hardware and software elements in the system via IP network access from the INdigital National Service Operations Center (NSOC).

NG9-1-1 IP-based call transfer services will be provisioned within the INdigital NGCS nodes to facilitate outbound dialing for 911 transfers to adjacent counties with all voice and ALI services available through the INdigital NGCS elements in Jacksonville and Winter Haven data centers.

Upon initial contact, a Project Manager or designee will obtain a signed LOA and MSAG from the PSAP Coordinator.

Project Phases

During “Phase-1”, INdigital intercepts the existing local CAMA and ALI trunks at the PSAP for routing services via ESInet-based NGCS systems located in data centers. Alternate and default routing 10-digit telephone numbers are provided to the existing 911 SSP. This 10-digit number allows the carrier to deliver 911 calls directly to INdigital Core Service elements for call delivery via IP during events where the current carrier cannot send calls to the PSAP using the existing carrier network or local CAMA trunks.

Toward the end of “Phase-1” and the beginning of Phase (2) of the project, INdigital will load a copy of the current wireline TN load and ALI-DB into the INdigital NGALI system for IP-based ALI queries from the PSAP’s 911 call handling system through the ESInet to the INdigital NGALI platform. This will allow INdigital to route wireless and VoIP calls based on current location information when available.

The installation of "Phase-1" elements is typically complete between 4-6 months of the contract signature, with wireless and VoIP provider traffic converted to INdigital within 6-10 months. Full implementation of projects typically takes 10-18 months to complete, though most wireless and VoIP carriers complete sooner than wireline. Wireline carriers take the longest to convert. By the time "Phase-2" is complete, INdigital will deliver all IP-based 911 Services. Though it is IP-based, we can still deliver CAMA-based calls to legacy 911 call handling equipment, should the PSAP not be ready for IP call delivery.

County Contact Information

Agency Name:
Highlands County Sheriff's Office
Address:
Street: 400 Eucalyptus Street
City: Sebring
State: FL
Zip: 33870
Site FIPS #: 1-12-055-0001
Contact #1:
Name: Ms. Shane Smith, Director - 911 Coordinator
Phone #1: 863-402-7375
Phone #2:
E-mail: smsmith@highlandssheriff.org

INdigital will be assisted by AK Associates, and Sandy Mercer or Kaylee Mercer will be the AK technicians for this customer site. The contact information is as follows:

Sandy Mercer, 911 Engineer/Training Manager
Cell 863-899-7248
smercer@akassociates911.com

Kaylee Mercer, 911 Engineer
Cell 603-505-7576
kmercer@akassociates911.com

Please find the Next Generation Core Services being provided to Highlands County:

1. **Database Services –**

Location Database services for the PSAP. Repository for ALI. Legacy wireline records in the Highlands County service area will be processed by INdigital using industry-standard record exchange and correction methods. i2 format ALi service (wireless, VoIP - using pANi) will be provided by INdigital.

2. **Routing Services –**

INdigital will design and deploy an NGCS configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry-standard functional elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards and accommodate future adjustments to the standards as they become available. Routing will be based on geo-spatial or tabular data based on data availability with the call.

3. **Network Services –**

The proposal's objective is to establish an ESiNet (Emergency Services iP Network) to serve existing and new customers in Florida. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1. Additionally, Starlink Priority network services will be provided as a redundant, diverse internet connection for Highlands Co at the primary location.

Network Services will be provided at both Primary and Backup Locations;

434 Fernleaf Ave, Sebring, FL 33870

6850 W George Blvd, Sebring, FL 33875

4. **MEVO Services-**

The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality.
Highlands County will be provided MEVO's 8 at Primary
434 Fernleaf Ave, Sebring, FL 33870
6 at backup location;
6850 W George Blvd, Sebring, FL 33875
Total of 14 MEVO's

5. TEXT Services-

INdigital Text to 9-1-1 services is a text control service that enables Short Message Service (SMS) text to the 9-1-1 PSAP that subscribes to the service. The Customer will receive the SMS messages from the major carriers. This inbound service will be enabled through a browser-based interface. This service is considered a best-effort service and is not regulated.

Highlands Co
Shane Smith
Director/911 Coordinator
(863) 402-7375
smsmith@highlandssheriff.org

Jennifer Poole
Regional Acct Mgr
(407)314-3534
jpoole@indigital.net

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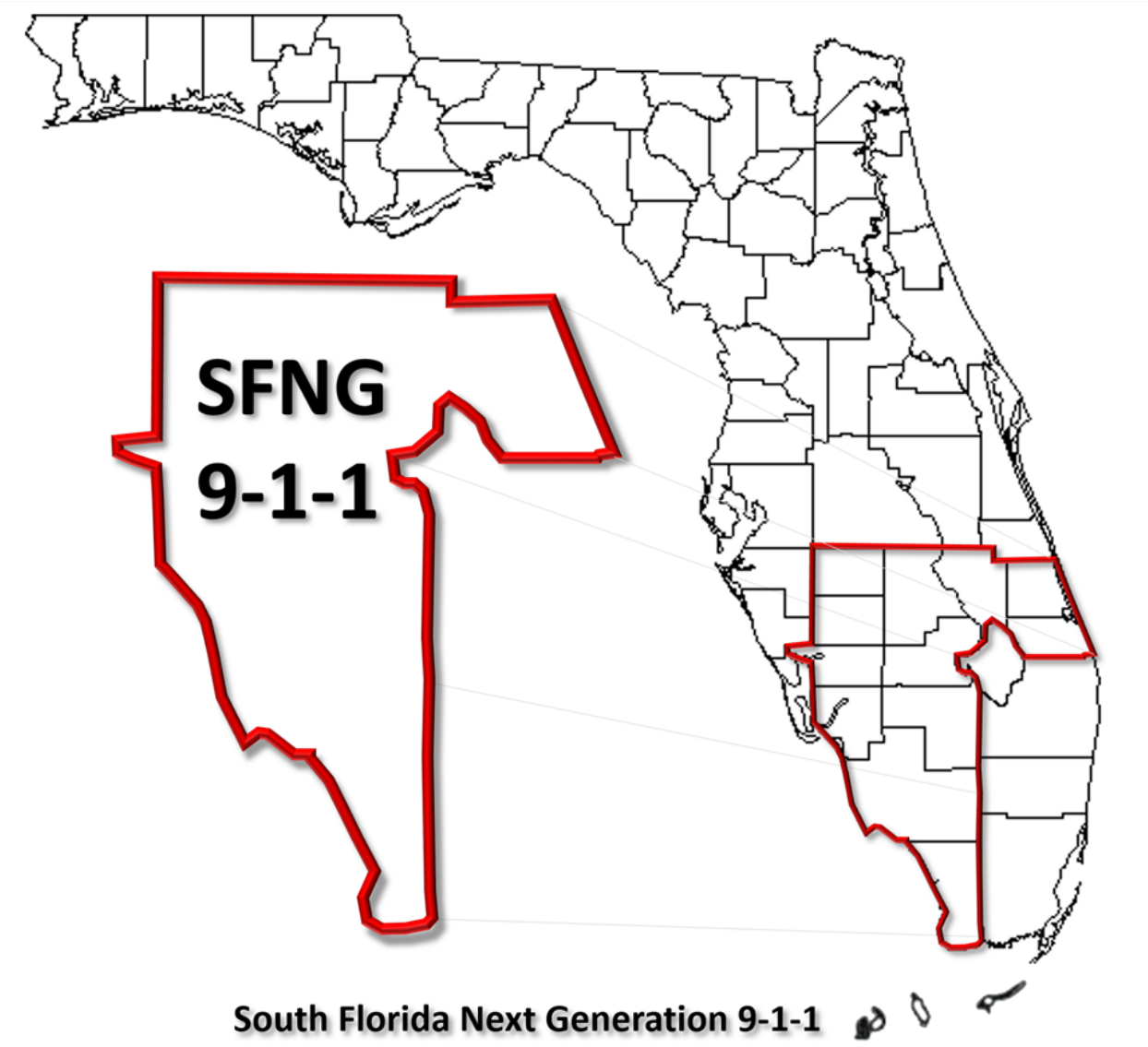
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Milestone (Optional Services) - billing begins once cut into service

* Network will be actual cost for diverse carriers
** Network diversity is required before contracting**

The End

Florida Region 6 SFNG9-1-1 NGCS Grant - Project Summary



Purpose

This summary document addresses the efforts of Florida's 911 Region 6 and the intention to create a long term regional Next Generation Core Service (NGCS) project in support of the transition to Next Generation 911. The twelve (12) counties participating in this project include Charlotte, Collier, Desoto, Glades, Hardee, Hendry, Highlands, Lee, Martin, Monroe, Okeechobee and St. Lucie.

The overarching purpose is to provide the Department of Management Services (DMS) and the Florida E911 Board information specific to all grant applications being submitted individually by each participating county.

Scope of Project

The Counties of Region 6 have agreed in principle that a regional NGCS system project is crucial to ensure that the transition to NG911 from legacy 911 systems can be obtained. The scope for this regional project is as follows;

- Submit State of Florida 911 grant application
- Once grant is awarded, establish award in the County's financial systems.
- Contract with the selected Next Generation Core Services vendor.
- Develop vendor's project plan within sixty (60) days of contract execution
    - Vendor will assign a Project Manager to oversee all aspects of project implementation. Vendor will be responsible for the design, documentation, software provisioning, configuration, and ingress circuits to the data centers and the ESInet to the Call Handling System host site(s).
    - Draft Acceptance Test Plan (ATP) provided by vendor before start of migration process
- Router Deployment Phase
- Router Service Activation Phase
    - VOIP
    - Wireless
    - Wireline
- Router Final Acceptance Phase
    - VOIP
    - Wireless
    - Wireline
- Final Acceptance Test Plan (ATP) – completed 30 days after last OSP migration
- Monthly MRC invoicing begins

2024 Grant Cycle

The remaining Region 6 Counties have selected a vendor or plan to extend an existing vendors service. It is understood that each County's grant project will begin upon award of grant and will be managed for a minimum of 60 months going forward. Counties participating in the 2024 Florida 911 grant program are Desoto, Glades, Hardee, Highlands, Monroe, Okeechobee and St. Lucie.

Additional Information

- The funding priority for this project is 2B
- This project meets state grant requirements for development and maintenance of 911 routing statewide, geographic, and management information systems
- All Counties will be processing individual grant applications for either the Spring or Fall 2024 grant cycle period
- The project is seeking five (5) years of state grant funding
- A completed MOU with all county signatures has already been submitted and is on file.
- All Region 6 Counties are working together towards a regional 911 call routing strategy

Assurances

My signature is a testament to the accuracy and validity of the information contained within this summary

XX County

Name:
9-1-1 Coordinator

Signature: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-60 for Budget Amendment 23-24-046 to close Project 21056 Carver Park Restrooms.**

STATEMENT OF ISSUE

In 2021, the county was approached by the Highway Park Neighborhood Preservation group requesting assistance to construct bathrooms at Carver Park in the Highway Park community. The request was submitted to RPAC and approved. A consultant was hired to design the facility but after several delays and increased construction costs, the RPAC grant expired and the project is being closed.

RECOMMENDED ACTION

Request adoption of Resolution 23-24-60 for Budget Amendment 23-24-046 to close Project 21056 Carver Park Restrooms.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 151 (Infrastructure Surtax), Project 21056 (Carver Park Restrooms), account 3999100Z (Project Fund Balance Forward) in the amount of $46,375.00 and is being deposited back to account 3999100 (Fund Balance Brought Forward) in Fund 151 for the same amount with a net fiscal impact of $0.00.

Attachments: 23-24-046 Project 21056 Carver Park Restrooms Cleanup (BA).pdf
23-24-046R Project 21056 Carver Park Restrooms Cleanup (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
April 3, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **1/2/2024** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastruture Surtax** COST CENTER(S) #: **6101A**

PROJECT(S) #: **21056** PROJECT TITLE(S): **Carver Park Restrooms** COST CENTER TITLE(S): **Recreation Dept 151**

*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 Fd Bal Forward	21056	46,375.00		46,375.00	0.00
E	151	6101A	56200Z	Project Buildings	21056	48,375.00		46,375.00	2,000.00
R	151		3999100	Fund Balance Brought Forward		0.00	46,375.00		46,375.00
E	151	6101A	56300	Improvements Other Than		362,120.00	46,375.00		408,495.00
									0.00
									0.00
									0.00

REASON: **To close out Project 21056 Carver Park Restrooms as the RPAC agreement has expired.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-046**

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. 23-24-60

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-046 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 23-24-046 is hereby approved and authorized to close out Project 21056 for FY23/24 in the amount of $46,375 and move funding back into Infrastructure Surtax Fund Balance with a net fiscal impact of $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 16th day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 05-21-2024

PRESENTER:

SUBJECT/TITLE: **Request to approve the April 16, 2024, Regular Meeting Minutes of the Board.**

RECOMMENDED ACTION

Move to approve the April 16, 2024, Regular Meeting Minutes of the Board.

Attachments: 041624REG.docx

REGULAR MEETING OF THE BOARD, APRIL 16, 2024

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

Commissioner Kevin J. Roberts	Commissioner Scott A. Kirouac
Commissioner Arlene Tuck	Commissioner Don Elwell
Commissioner Chris Campbell	

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney, Katie Houlihan, Assistant County Attorney, Jerome Kaszubowski, Clerk of Courts; Pamela Gamez and Savannah Demeri, Deputy Clerks.

2. INVOCATION

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

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Michelle Rigterink, U.S Navy, Assistant Veteran Services Officer.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will meet on Tuesday, April 16, 2024, at 3:00 p.m. in the HSWCD Conference Room, 4505 George Blvd., Sebring, FL.

The Children's Services Council will hold a General Body Meeting on Wednesday, April 17, 2024, at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring, FL.

The Local Mitigation Strategy Working Group will hold a regular meeting on Wednesday, April 17, 2024, in Room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Historic Preservation Commission will l hold a regular meeting on Thursday, April 25, 2024, at 2:30 p.m. in the Board room, 600 S. Commerce Ave., Sebring, FL.

Commissioner Campbell recognized a group of students from Heartland Christian Academy attending the meeting to see the process of local government.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, announced that the National Day of Prayer ceremony on the courthouse lawn is being held on Thursday May 2nd, 2024, at 11:00 a.m.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing the week of April 14-20, 2024, as Public Safety Telecommunicators Week.

Paul Blackman, Highlands County Sheriff, read the Proclamation into record.

Commissioner Campbell moved approval of the Proclamation. Commissioner Kirouac seconded the motion. *See Res. Book 35 Page 94 and SMB 153 Page 256.*

B. Request approval of a Proclamation recognizing the Month of April as "Records and Information Management Month".

Gloria Rybinski read the Proclamation into record.

Commissioner Elwell moved approval of the Proclamation. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Res. Book 35 Page 95 and SMB 153 Page 257.*

7. PUBLIC COMMENT

No public comment.

8. CONSENT AGENDA

Commissioner Tuck moved approval of the consent agenda. Commissioner Kirouac seconded the motion.

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

A. Request authorization to terminate the Agreement with Parker, Mudgett, Smith Architects, Inc. for Professional Services for Special Needs Shelter, effective thirty (30) days from today, and authorization for the County Administrator to take necessary action(s) to effectuate said termination. *See Library of Consultants file.*

B. Request approval of the Ajax Building Company, LLC CMAR agreement for the Jail Expansion Project for Design and Pre-Construction cost as outlined in article 8 of the agreement. *See Ajax Building Company File.*

C. Request adoption of Resolution 23-24-101 for Budget Amendment 23-24-089 to transfer FL Boating Improvement Funds to Project 19044 (Fishing Tournament Facility Improvements) to complete the Istokpoga Park parking lot expansion project. *See Res. Book 35 Page and SMB 153 Page 258.*

D. Request approval of Budget Amendment 23-24-084 to reallocate funds to cover the cost of software Placer. Ai. *See SMB 153 Page 259.*

E. Request approval of Budget Amendment 23-24-082 to transfer funds from the Lake Placid Fuel Station project to the Sebring Fuel Station project. *See SMB 153 Page 260.*

F. Request adoption of Resolution 22-23-99 for Budget Amendment 23-24-086 and to transfer funds from Library Outreach, project # 20079 to CAC Facility Improvements, project #17041. *See Res. Book 35 Page 97 and SMB 153 Page 261.*

G. Request approval of Budget Amendment 23-24-085 to reallocate funds within Fund 401 Solid Waste for the purchase of a Canopy for the Automated Fueling Station located at the Highlands County Landfill. *See Res. Book 35 Page 98 and SMB 153 Page 262.*

H. Request Approval for Budget Amendment 23-24-083 to realign accounts to provide for SHIP program expenses. *See SMB 153 Page 263.*

I. Request adoption of Resolution 23-24-87 for Budget Amendment 23-24-076 to appropriate VOCA

(Victims of Crime Act) grant funds awarded. *See Res. Book 35 Page 99 and SMB 153 Page 264.*

J. Request to change the Housing Coordinator position to Housing Program Manager, increase the Pay Grade to 115, and modify the job description. *See SMB 153 Page 265.*

K. Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities. *See Town of Lake Placid File.*

L. Request approval of the Affordable Housing Advisory Committee's (AHAC) Review of the Local Housing Incentive Strategies Report and Authorize Submittal to the Florida Housing Finance Corporation. *See Affordable Housing Advisory Committee File (AHAC).*

M. Request approval of the minutes from the February 6 and 20, 2024 and March 5, and 19, 2024 Regular Meetings of the Board. *See Clerk of Courts Website.*

N. Request adoption of Resolution 23-24-92 for Budget Amendment 23-24-080 to appropriate additional R&B Equipment funding for an emergency purchase of an excavator. *See Res. Book 35 Page 101 and SMB 153 Page 266.*

O. Request approval of Budget Amendment 23-24-081 to realign Sheriff's budgeted funds for FY23/24 on the Board's side to align with the budget on the Sheriff's books. *See SMB 153 Page 267*

P. Request adoption of Resolution 23-24-100 for Budget Amendment 23-24-087 to transfer SHIP funds for the remodeling on 618 S. Commerce Ave. Housing's Office. *See Res. Book 35 Page 101 and SMB 153 Page 268.*

Q. Request to approve Budget Amendment 23-24-071 to realign funds for temporary staffing in Facilities Management. *See SMB 153 Page 269.*

R. Request approval of Budget Amendment 23-24-066 to realign funds in Project 21113, Countywide Generator Evaluation. *See SMB 153 Page 270.*

9. COMMITTEE ASSIGNMENTS:

No report.

10. PUBLIC HEARING

A. Public hearing to consider transmittal of Large-Scale Plan Amendment CPA-24-631LS amending the Future Land Use Element of the Highlands County 2030 Comprehensive Plan to the Florida Department of Commerce and review agencies for expedited state review.

Cyndie Kramer, Planning and Zoning Manager, presented the request and read the caption of the proposed ordinance into the record. She is accompanied by Sergio Garcia, Planner II, and Rachel Barry, Zoning Supervisor. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Ms. Kramer read into the record the recommended motion for P&Z Hearing No. 2148.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of the recommended motion as stated. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Comprehensive Plan Amendment file.*

B. Public hearing to consider adoption of P&Z Hearing No. 2148, changing the Official Zoning Atlas for approximately 15.17- acres from Multiple Family District with a Flexible Unit Development (R-3 FUD) to Multiple Family Dwelling including Motel and Hotel District (R-3).

Cyndie Kramer, Planning and Zoning Manager, Sergio Garcia, Planner II, and Rachel Barry, Zoning Supervisor, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Ms. Kramer read into the record the recommended motion for P&Z Hearing No. 2148.

County Attorney, Sherry G. Sutphen, swore in those who testified.

Chairman Roberts clarified, that when presented to the Planning and Zoning committee, the request passed 7-0.

Chairman Roberts opened the floor for public comment. No input was received.

Commissioner Tuck moved approval of the recommended motion as stated. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Zoning Change File and Res. Book 35 Page 102.*

C. Public hearing to consider adoption of the Small-Scale Comprehensive Plan Future Land Use Map Amendment CPA-24-636SS, for approximately 4.79 acres, from Low Density Residential (RL) to Agriculture (AG).

Cyndie Kramer, Planning and Zoning Manager, Sergio Garcia, Planner II, and Rachel Barry, Zoning Supervisor, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Ms. Kramer advised the P&Z Committee recommended denial of this request, by a vote of 4-3.

The Commission expressed their concerns. Ms. Barry and Sherry Sutphen, County Attorney, addressed their concerns. Kenya Anderson, Engineering Senior Project Manager, addressed site plan review concerns.

Daniel Littlefield, applicant, addressed the Board and stated the building is intended as a hobby workshop.

After discussion, Commissioner Tuck made a motion to deny the request. Due to lack of a second, the motion was withdrawn.

Chairman Roberts opened the floor to the public. Input was received by Pam Fentress.

After further discussion, the Board decided to table item 10C to a date uncertain. *See SMB 153 Page 271.*

Break 10:27am to 10:33am.

D. Public hearing to consider adoption of P&Z Hearing No. 2155, changing the Official Zoning Atlas for approximately 4.79- acres from Mobile Home Parks District with a Conditional Use (M-2 CU) to Agricultural District (AU).

Rachel Barry, Zoning Supervisor, Cyndie Kramer, Planning and Zoning Manager, and Sergio Garcia, Planner II, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

After discussion, the Board made the decision to table item 10D until a date uncertain. *See SMB 153 Page 272.*

E. Public hearing to consider adoption of P&Z Hearing No. 2156, changing the Official Zoning Atlas for an approximate 1.45-acre parcel, from Agricultural District with a Conditional Use (AU CU) to Residential District (R-1).

Rachel Barry, Zoning Supervisor, Cyndie Kramer, Planning and Zoning Manager, and Sergio Garcia, Planner II, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Ms. Barry read into the record the recommended motion for P&Z Hearing No. 2148.

Sherry G. Sutphen, County Attorney, swore in the applicant.

Chairman Roberts opened the floor for public comment.

Randy Gilde, applicant, came to the stand to thank the Board as well as compliment the staff.

Ms. Barry requested the staff report be removed from the motion.

Commissioner Campbell made a motion to adopt the recommended action. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Res. Book 35 Page 103 and Zoning Change file.*

11. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented. Commissioner Campbell seconded the motion.

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

A. Request approval of Amendment 1 to the Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc.

Ingra Gardner, Housing, presented the request.

Chairman Roberts opens the floor for public comment. Input was received from Tod Schwingel, Chairman of The Highlands County Housing Authority.

Commissioner Kirouac moved approval of Amendment 1 to the Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Land Use Restriction File.*

B. Request approval of Kimley Horn CSA 3, 20-024, for Architectural, and Structural, Mechanical, Electrical, and Plumbing Services for the Sebring Fuel Site.

Tiffany Gunn, Project Manager, presented the request.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval of Kimley Horn CSA 3, 20-024, for Architectural, and Structural, Mechanical, Electrical, and Plumbing Services for the Sebring Fuel Site. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Kimley Horn File.*

C. Request adoption of Resolution No. 23-24-57 to vacate a Drainage Easement at 639, 641, 643, and 645 Corsica Ave NE, Lake Placid, FL 33852.

Joseph Defoso, Assistant County Engineer, and Gator Howerton, Engineering, presented the request and addressed questions and concerns raised by the Commission.

Chairman Roberts opened the floor for public comment. No input was received.

Commissioner Kirouac moved to approve Resolution No. 23-24-57 to vacate a Drainage Easement at 639, 641, 643, and 645 Corsica Ave NE, Lake Placid, FL 33852. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Res Book 35 Page 104 and SMB 153 Page 273.*

D. Request adoption of Resolution 23-24-89 to approve a Small County Outreach Program (SCOP)/Small County Road Assistance Program (SCRAP) Agreement for the widening and resurfacing of a portion of Lake Josephine Drive, and request adoption of Resolution 23-24-74 for Budget Amendment 23-24-060 to appropriate funds to Project Number 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point).

Melony Culpepper, Engineering Project Manager, presented the request.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Elwell moved approval to adopt Resolution 23-24-89 to approve a Small County Outreach Program (SCOP)/Small County Road Assistance Program (SCRAP) Agreement for the widening and resurfacing of a portion of Lake Josephine Drive, and request adoption of Resolution 23-24-74 for Budget Amendment 23-24-060 to appropriate funds to Project Number 23057 Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See FDOT File, Res Book 35 Page 105, and SMB 153 Page 106.*

E. Request adoption of Resolution 23-24-90 to approve a Small County Road Assistance Program (SCRAP) Agreement for the resurfacing of a portion of Arbuckle Creek Road, and request adoption of Resolution 23-24-75 for Budget Amendment 23-24-061 to appropriate funds to Project 23058 Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd).

Kenya Anderson, Senior Project Manager, presented the request.

Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Kirouac made a motion to approve of Resolution 23-24-90 to approve a Small County Road Assistance Program (SCRAP) Agreement for the resurfacing of a portion of Arbuckle Creek Road, and request adoption of Resolution 23-24-75 for Budget Amendment 23-24-061 to appropriate funds to Project 23058 Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See FDOT file, Res. Book 35 Page 107, and Res. Book 35 Page 108.*

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

No report. *See SMB 153 Page 274.*

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

Laurie Hurner, County Administrator, recognized Clerk staff for their hard work and thanked them for their continued support. Ms. Hurner stated that Child Abuse Prevention Month is still in full force and announced a few activities the Commissioners have attended. *See SMB 153 Page 275.*

13. COMMISSIONERS

Commissioner Tuck stated she attended the Edna Pierce Lockett Heritage Festival over the weekend, and recognized Col. Mike Borders for all his efforts regarding the Veterans Memorial.

Commissioner Tuck questioned Ms. Hurner if anything further has come forth regarding the sale of the hospital. Ms. Hurner stated the process is ongoing and the Hospital District Board is moving forward with an appraisal.

Commissioner Elwell stated he attended the grand opening for the new location of Sweet Water Coffee Company in Avon Park. He also attended the Central Florida Regional Planning Council meeting and announced the United Way Day of Caring is Friday, April 19, 2024.

Commissioner Campbell stated he attended the Nu-Hope Golf Tournament and commented on the several events in Highlands County. Commissioner Campell gave condolences to the Clerk of Courts Office due to the recent passing of one of their beloved employees, Debra Latimer.

Commissioner Kirouac gave thanks to a few businesses that are assisting with the progress of the Veterans Memorial, K&M Land Clearing, Sebring Onsite, and Excavation Point.

Chairman Roberts gave a shoutout to fire rescue and law enforcement for their dedication and hard work regarding the fire in Sun 'N Lake of Sebring, and recognized the Am-Vets for the cornhole tournament to benefit the Champion for Children Foundation.

14. INFORMATIONAL

A. Board payables from April 2, 2024, to April 15, 2024. *See SMB 1535 Page 276.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting adjourned at 11:50 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Plan Amendment CPA-23-629LS, amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan.**

STATEMENT OF ISSUE

This agenda item concerns the second public hearing for the proposed amendments to the Transportation Element Map Series of the Highlands County Comprehensive Plan. These amendments update the classifications and realignment priorities of certain roadways within the county's transportation network, ensuring they meet current and future operational standards. The updates also include administrative adjustments for better coordination with the Heartland Regional Transportation Planning Organization (HRTPO) and Florida Department of Transportation (FDOT) to leverage priority grant opportunities and reflect the completion of Sebring Parkway Phase 3.

The Board previously approved CPA-23-629LS for transmittal to the Department of Commerce and state review agencies during the March 5, 2024, regular meeting. Today's hearing is part of the Expedited State Review process required for amendments to local comprehensive plans, as mandated by Florida Statute 163.3184

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 23-24-19, CPA-23-629LS, amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan, and transmit to the Florida Department of Commerce for its compliance determination.

FISCAL IMPACT

There is no fiscal impact.

Attachments:
1. Staff Report CPA-23-629LS for BCC TE Map Series Updates.pdf
2. CPA-23-629LS Ordinance.sgs.pdf
3. Ordinance BIF CPA-23-629LS.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Comprehensive Plan Map Amendment	**BCC Hearing Date:** 5/21/2024
Case Number: CPA-23-629LS (24-02 ESR)	**Case Name:** Transportation Element Map Series Update
Public Hearing: BCC Adoption Phase	**Case Staff Member:** Sergio Garcia

Amendment: CPA-23-629LS – Comprehensive Plan Map Amendment.

Proposal: To amend the Transportation Map Series of the Highlands County 2030 Comprehensive Plan.

Area Covered By Amendment: County-wide.

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC):** Move to approve and adopt by Ordinance 23-24-19, CPA-23-629LS, amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan, and transmit to the Florida Department of Commerce for its compliance determination.

2. **Staff Recommendation to the BCC concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-23-629LS, amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan, and transmit to the Florida Department of Commerce for its compliance determination.

3. **Excerpt from the March 05, 2024, DRAFT BCC Minutes: "10.A. Public hearing to consider transmittal of Plan Amendment CPA-23-629LS amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan to the Florida Department of Commerce and review agencies for expedited state review.**

   Sergio Garcia, Planner II, presented the request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

   Chairman Roberts opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved to approve CPA-23-629LS amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Commerce and review agencies for expedited state review. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file."***

4. **Staff Recommendation to the P&Z:** Recommend to the BCC to approve Plan Amendment CPA-23-629LS amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Commerce for expedited state review.

5. **Excerpt from the January 9, 2024, P&Z Minutes and Recommendation to the BCC: "A. HEARING NUMBER CPA-23-629LS – COMPREHENSIVE PLAN AMENDMENT TO UPDATE THE MAP SERIES OF THE TRANSPORTATION ELEMENT**

   The matter for consideration is to amend the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan. Mrs. Hunnicutt read the request and Mr. Garcia presented the request. Staff presented information regarding questions made during December's hearing in relation to the North Lake Placid Area Plan. Staff noted the language for the North Lake Placid Area Plan was adopted, however, since the property owners did not finalize the process, the roadways shown on the conceptual site plan have not been adopted in the Transportation Element of the Comprehensive Plan, nor included in the Capital Financial Strategy or Improvement Schedule. One (1) member of the audience, Mr. Wilson, noted opposition to the proposed Daffodil extension, requesting it to be removed from the maps due to concerns regarding the environment and future growth, however, the subject road was not part of any change being made with this amendment.

   Motion by Mr. Ingler and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve the Large Scale Plan Amendment CPA-23-629LS amending the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan for transmittal to the Florida Department of Commerce for expedited state review.

   Upon roll call, all members voted yes. **Motion carried 6-0."**

6. **Excerpt from the December 12, 2023, P&Z Minutes: "A. HEARING NUMBER CPA-23-629LS – COMPREHENSIVE PLAN AMENDMENT TO UPDATE THE MAP SERIES OF THE TRANSPORTATION ELEMENT**

   The matter for consideration is to amend the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan. Mrs. Hunnicutt read the

request and Mr. Garcia presented the request. There were no letters received in favor or against the request. One member of the audience, Mr. Royce, asked about the process of determining which roads are included in these updates, and also asked about roads in the North Lake Placid Area Plan. Discussion ensued between Mr. Royce, Staff, and Board Members. Mr. Youngman asked if the item should be brought back at a later date, and Mrs. Sutphen agreed in order to ensure all questions are adequately addressed.

Motion by Mr. Ingler and seconded by Mr. Youngman to continue the application to January 9, 2024, at 3:00 p.m., or soon thereafter as possible.

Upon roll call, all members voted yes. Motion carried 6-0. **Motion carried 6-0."**

Supplemental Material/Issue Analysis Report:

1. **Request:** To consider adoption of the proposed map amendments to the Transportation Element Map Series of the Highlands County 2030 Comprehensive Plan.

2. **Element Summary:** The proposed map amendments to the Highlands County Comprehensive Plan reflect changes that have occurred at the local level relative to the County's transportation network. To maintain adequate operational standards for existing and projected rates of demand in traffic conditions, the proposed map amendments are intended to reflect a more accurate inventory of classifications and realignment priorities for certain roadways in the County's transportation network. Additionally, the amendments include updates to reflect administrative adjustments for coordination with the Heartland Regional Transportation Planning Organization (HRTPO) and the Florida Department of Transportation (FDOT) priority grant opportunities, and updates to account for the completion of the Sebring Parkway Phase 3 construction.

   Attachments:
   Proposed Map Amendment Summary
   Proposed Map Amendments of the Transportation Map Series

Highlands County 2030 Comprehensive Plan

Amendments, 2023/2024

Transportation Element Map Series

TE Map 1. Sebring Parkway and Panther Parkway line features updated to reflect Existing Functional Classifications for project completion of Parkway Phase 3.

TE Map 2. Sebring Parkway and Panther Parkway line features updated to reflect Existing Number of Lanes for project completion of Parkway Phase 3.

TE Map 3. Sebring Parkway and Panther Parkway line features updated to reflect Adopted Level of Service Standards for project completion of Parkway Phase 3.

TE Map 4. Sebring Parkway and Panther Parkway line features updated to reflect Future Level of Service Standards for project completion of Parkway Phase 3. An unnamed proposed Collector Road connecting to Davis Citrus Road, Bramblewood Road, Twitty Road (US 27 to US 98), W Martin Road, and Marble Avenue line features updated to reflect proposed amendments to TE Map 13.

TE Map 5. No changes.

TE Map 6. Sebring Parkway and Panther Parkway line features updated to reflect Existing Road Maintenance Responsibility for project completion of Parkway Phase 3. County Road 17, south of US 98, line feature updated to depict the full length of the roadway, which was unintentionally omitted in the previous amendment.

TE Map 7. Not applicable.

TE Map 8. Sebring Parkway and Panther Parkway line features updated to reflect Future Number of Lanes for project completion of Parkway Phase 3. W College Drive line feature updated to reflect updated Future Number of Lanes from 2 to 4 lanes. An unnamed proposed Collector Road connecting to Davis Citrus Road, Bramblewood Road, Twitty Road, W Martin Road, and Marble Avenue line features updated to reflect proposed amendments to TE Map 13.

TE Map 9. Sebring Parkway and Panther Parkway line features updated to reflect Future Right of Way for project completion of Parkway Phase 3. Lakewood Avenue extension line feature updated to reflect proposed amendment to Future Right of Way. An unnamed proposed Collector Road connecting to Davis Citrus Road, Bramblewood Road, Twitty Road,

W Martin Road, and Marble Avenue line features updated to reflect proposed amendments to TE Map 13.

TE Map 10. No changes.

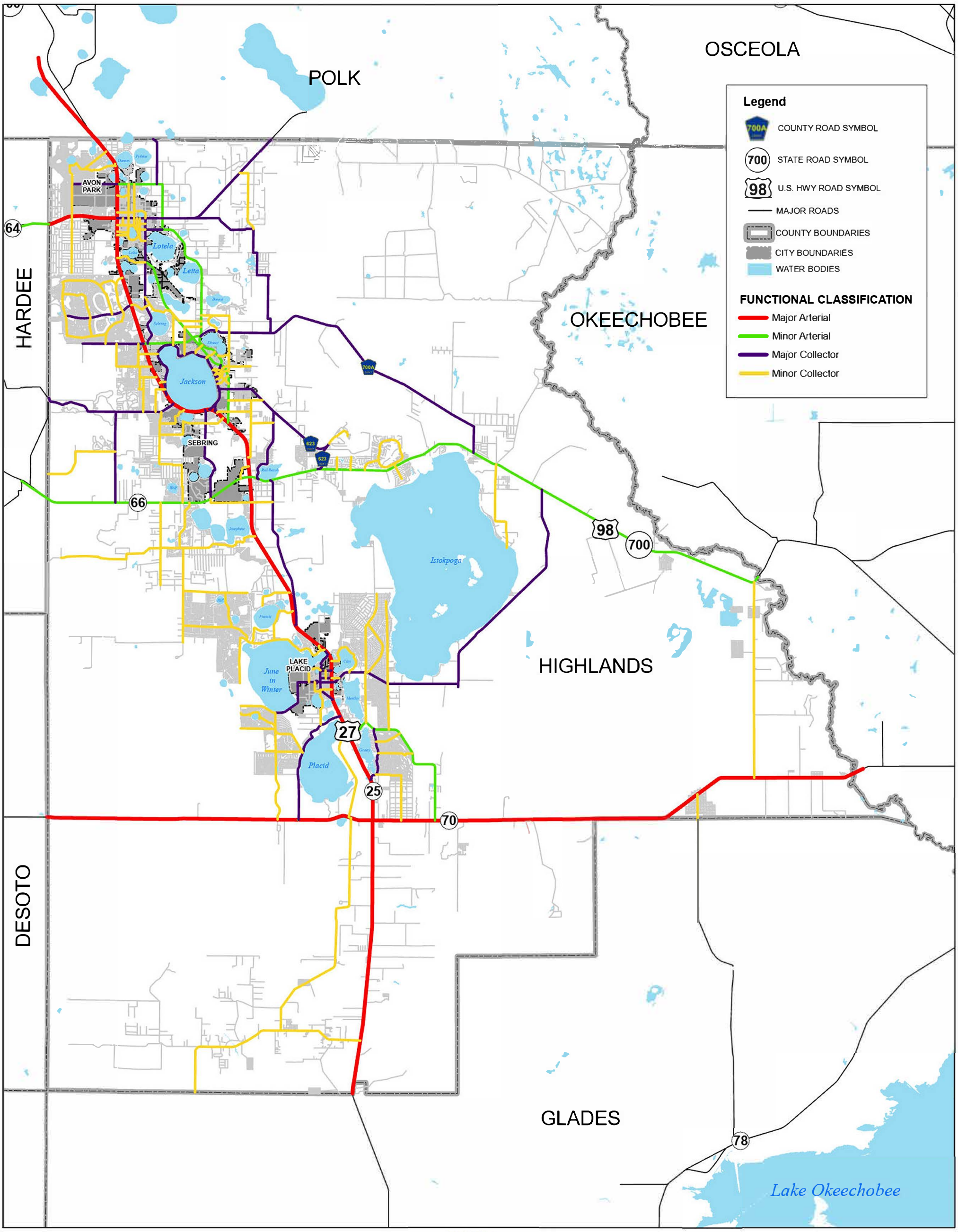
TE Map 11. Sebring Parkway and Panther Parkway line features updated to reflect project completion of Parkway Phase 3. W College Drive line feature updated to reflect updated Future Traffic Circulation to reflect amendment to TE Map 8. Lakewood Avenue extension line feature updated to reflect Future Traffic Circulation for proposed amendments to TE Map 9. An unnamed proposed Collector Road connecting to Davis Citrus Road, Bramblewood Road, Twitty Road, W Martin Road, and Marble Avenue line features updated to reflect Future Traffic Circulation for proposed amendments to TE Map 13.

TE Map 12. Sebring Parkway and Panther Parkway line features updated to reflect project completion of Parkway Phase 3. Lakewood Avenue extension line feature updated to reflect Future Road Maintenance Responsibility for proposed amendments to TE Map 9. Bramblewood Road, Twitty Road, W Martin Road, and Marble Avenue line features updated to reflect the proposed upgrades to their respective Functional Classifications, as shown in the proposed amendments to TE Map 13. County Road 17, south of US 98, line feature updated to depict the full length of the roadway, which was unintentionally omitted in the previous amendment.

TE Map 13. Sebring Parkway and Panther Parkway line features updated to reflect project completion of Parkway Phase 3. An unnamed proposed Collector Road connecting to Davis Citrus Road, Bramblewood Road, Twitty Road, W Martin Road, and Marble Avenue line features updated to reflect proposed amendments to Future Functional Classifications of local roads to Minor Collector roads.

END OF PROPOSED AMENDMENTS

TE Map 1
Existing Functional Classification



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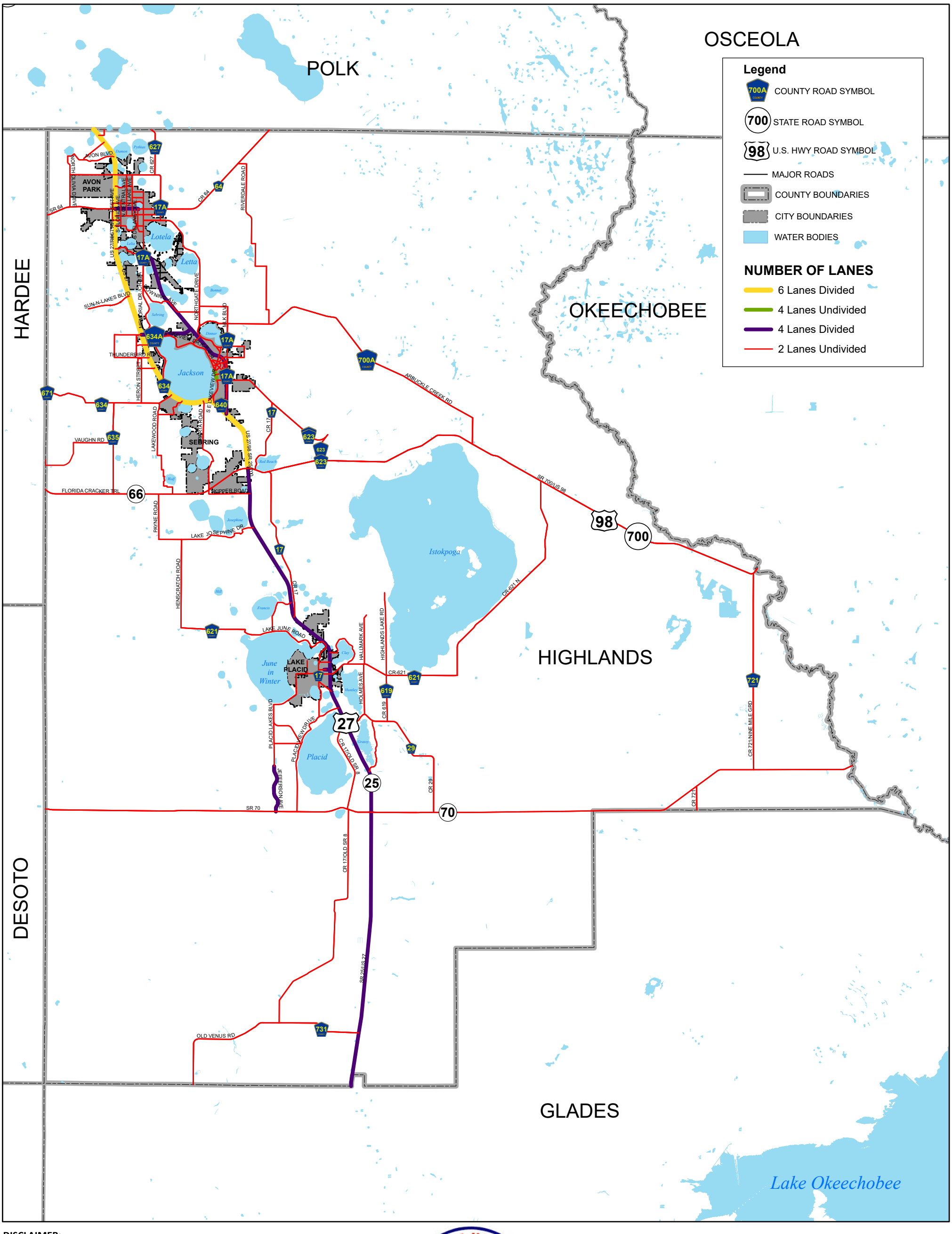
Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

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TE Map 2
Existing Number of Lanes



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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

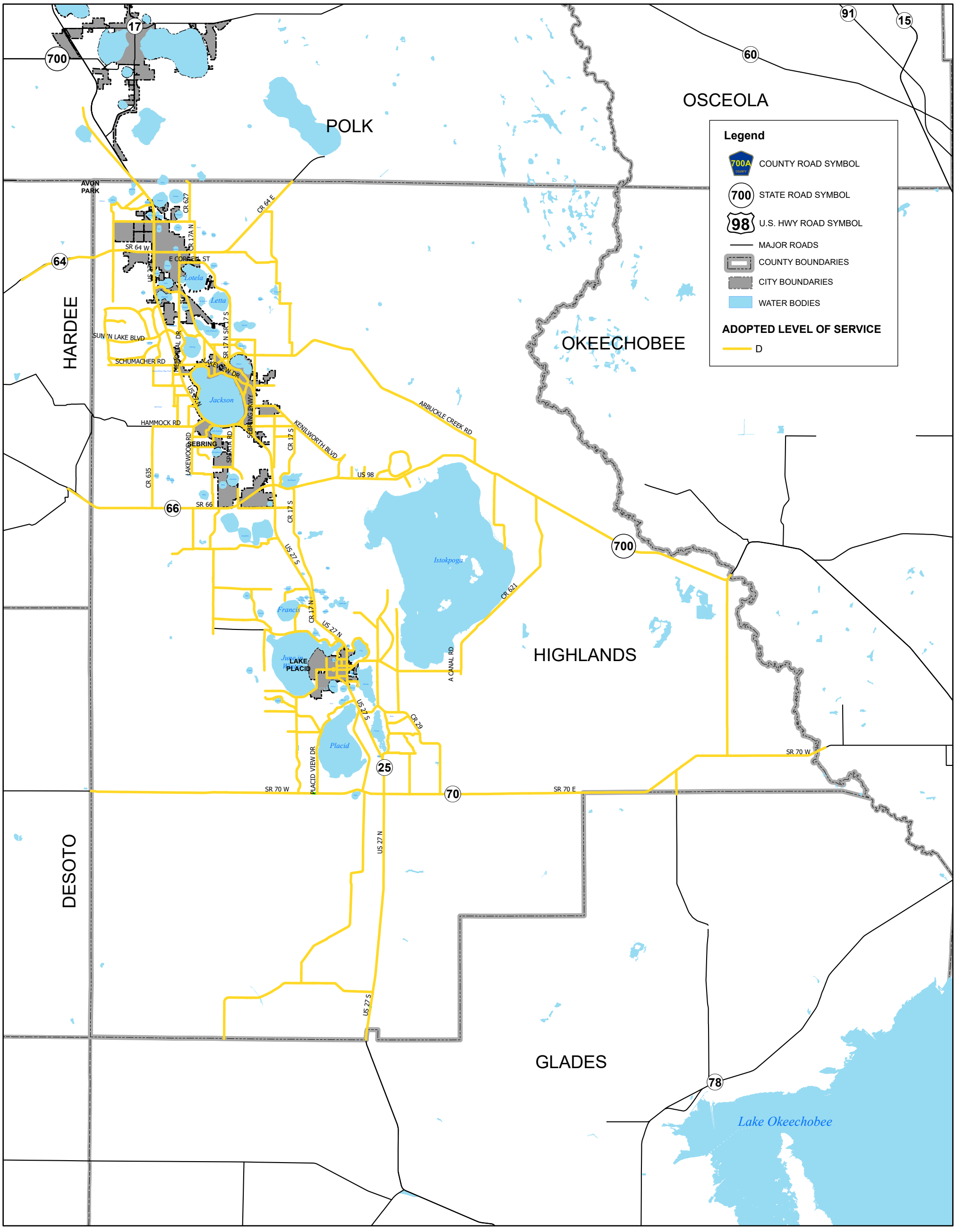
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TE Map 3 - Adopted Level of Service



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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

Legend

- COUNTY ROAD SYMBOL
- STATE ROAD SYMBOL
- U.S. HWY ROAD SYMBOL
- MAJOR ROADS
- COUNTY BOUNDARIES
- CITY BOUNDARIES
- WATER BODIES

ADOPTED LEVEL OF SERVICE

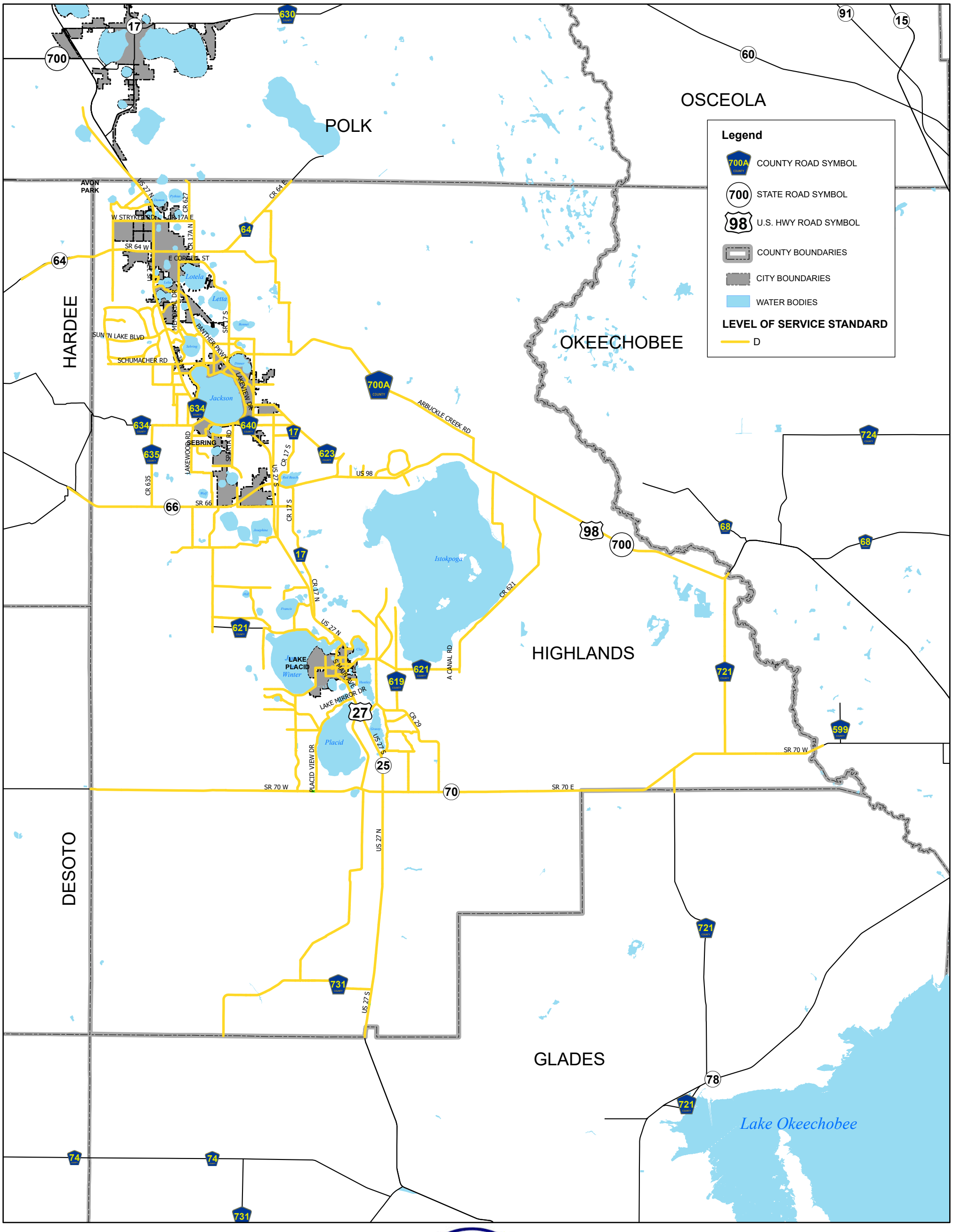
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TE Map 4 - 2030 Future Level of Service Standard



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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

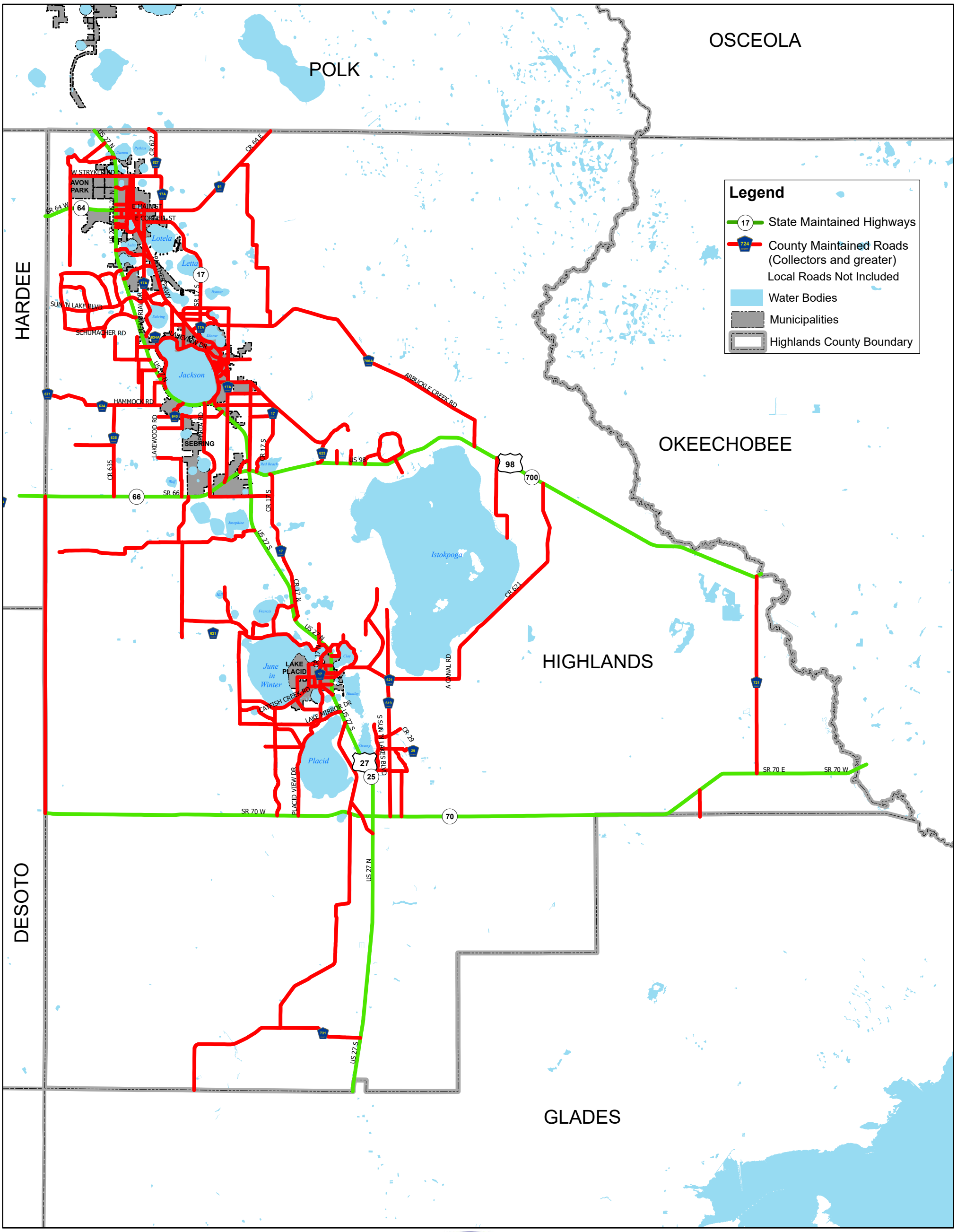
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TE Map 6
Existing Road Maintenance Responsibility



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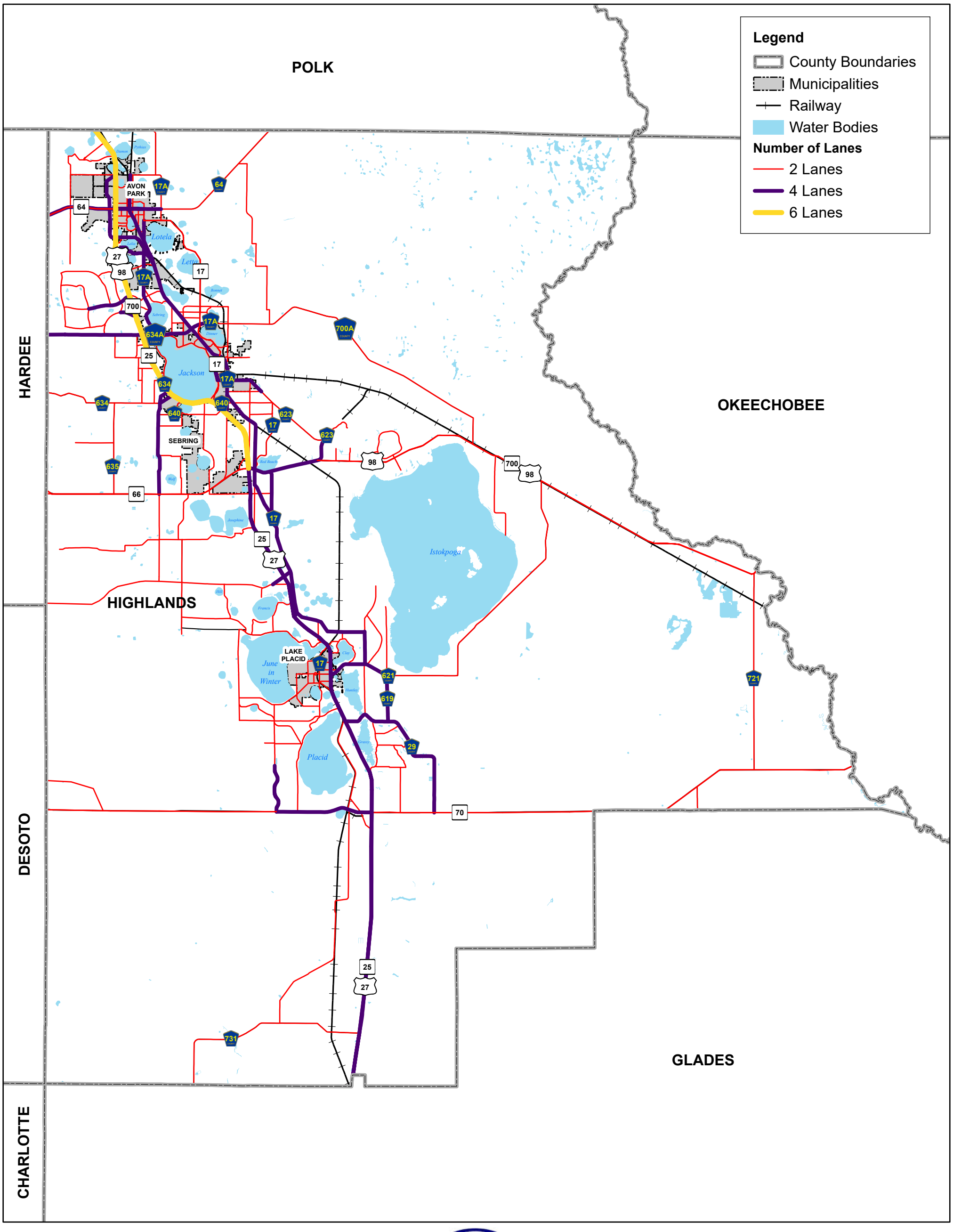
Data Sources:

Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

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May 2024

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TE Map 8
2030 Future Number of Lanes



DISCLAIMER:

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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

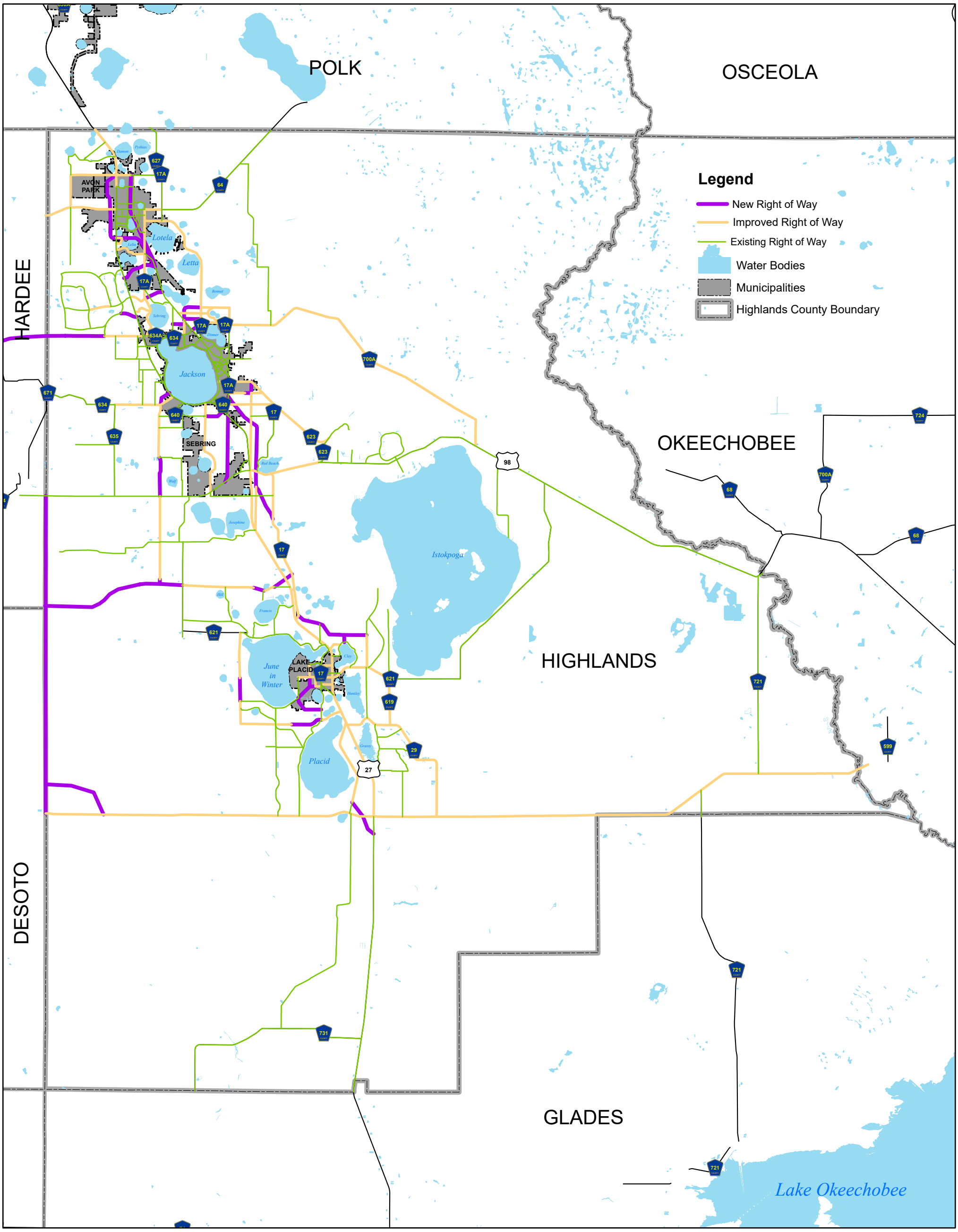
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TE Map 9
2030 Future Right of Way



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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

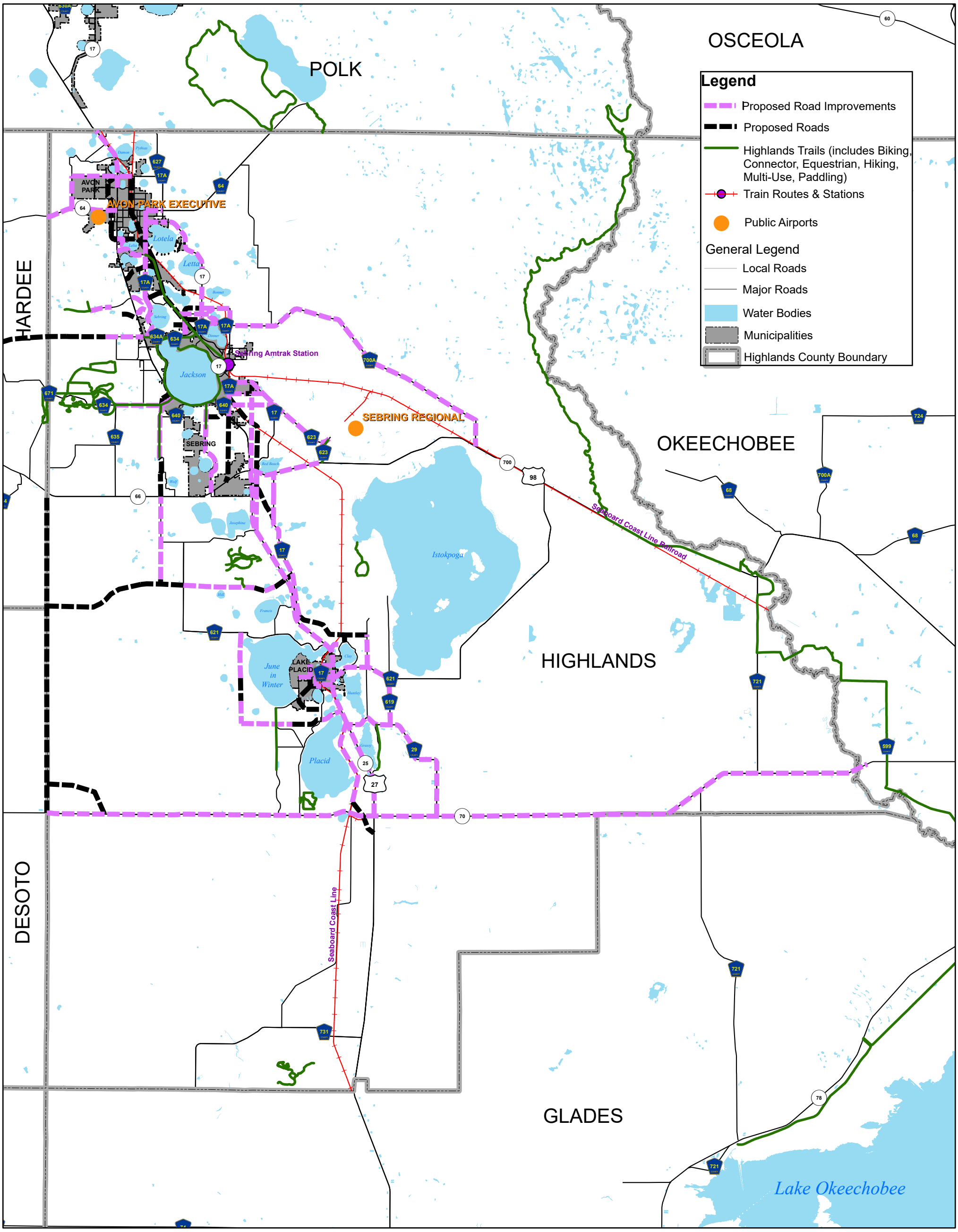
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TE Map 11
2030 Future Traffic Circulation



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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

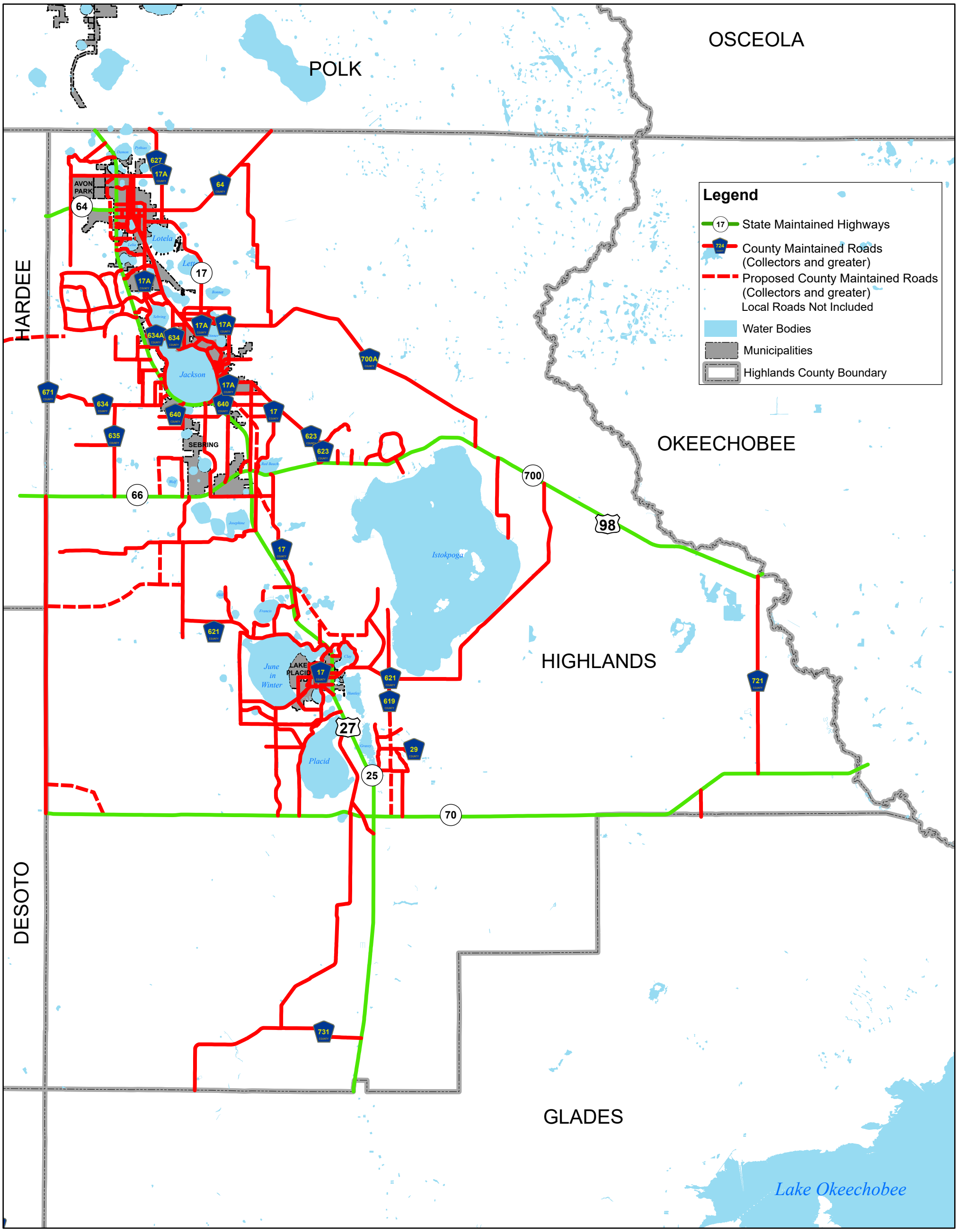
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TE Map 12
2030 Future Road Maintenance Responsibility



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Data Sources:

Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

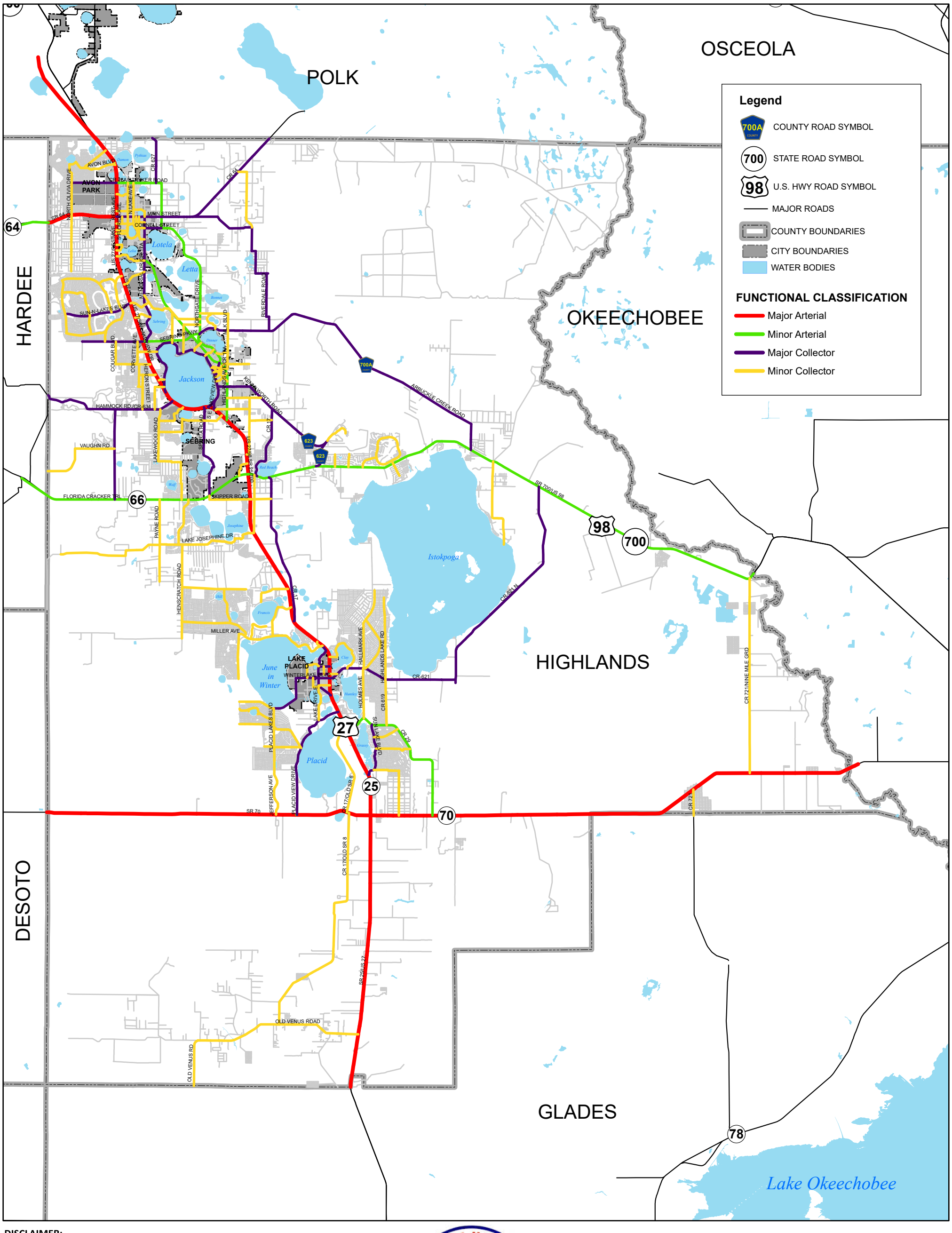
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TE Map 13
2030 Future Functional Classification



DISCLAIMER:

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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

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ORDINANCE NO. 23-24-19

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE TRANSPORTATION MAP SERIES OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF TRANSPORTATION MAP SERIES PLAN AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167, requires that Highlands County maintain a Comprehensive Plan to guide its future development and growth; and

WHEREAS, Florida Statutes, Section 163.3161, empowers Highlands County to adopt and amend the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, Highlands County is committed to planning and managing the future growth of the unincorporated areas of the County; and

WHEREAS, the Highlands County Planning and Zoning Commission held duly noticed public hearings on December 12, 2023, and January 9, 2024, to review the proposed Plan amendment, identified by CPA-23-629LS, and recommended approval of proposed Plan amendment CPA-23-629LS for ultimate transmittal to the Florida Department of Commerce (hereinafter referred to as the "DOC"); and

WHEREAS, the County finds that Plan amendment CPA-23-629LS, pertaining to the Transportation Map Series is consistent with the goals, objectives, and policies of the adopted Plan; and

WHEREAS, the County held a duly noticed public hearing on March 5, 2024, and approved transmittal of Plan amendment CPA-23-629LS to the DOC for its review pursuant to Florida Statutes, Section 163.3184(3); and

WHEREAS, Plan amendment CPA-23-629LS and appropriate supporting data and analysis were transmitted to the reviewing agencies identified in Florida Statutes, Section 163.3184(1)(c) on March 19, 2024; and

WHEREAS, the DOC submitted its Comment Letter without comments related to important state resources or facilities for Plan amendment CPA-23-629LS (Amendment No. 24-02ESR [expedited state review]) on April 18, 2024; and

WHEREAS, the County held a duly noticed public hearing on May 21, 2024, to consider final adoption, by ordinance, of Plan amendment CPA-23-629LS and to transmit to DOC for its final determination that the Plan amendment is in compliance with state law.

NOW THEREFORE, BE IT ORDAINED by Highlands County, after due notice and public hearing as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF TRANSPORTATION MAP SERIES PLAN AMENDMENT. The Transportation Map Series of the Plan is hereby amended and replaced in its entirety by the Map Series attached hereto as **Exhibit "A"**.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. 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 CPA-23-629LS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances 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 Ordinance 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 Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3184, the subject Plan amendment shall go into effect pursuant to DOC's notice of intent unless otherwise challenged within 30 days of adoption. In the event of a timely challenge, the subject Plan amendment shall become effective once the Florida Department of

Commerce or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

First Public Hearing: March 5, 2024
Second Public Hearing: May 21, 2024

DONE AND ADOPTED this 21st day of May 2024.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

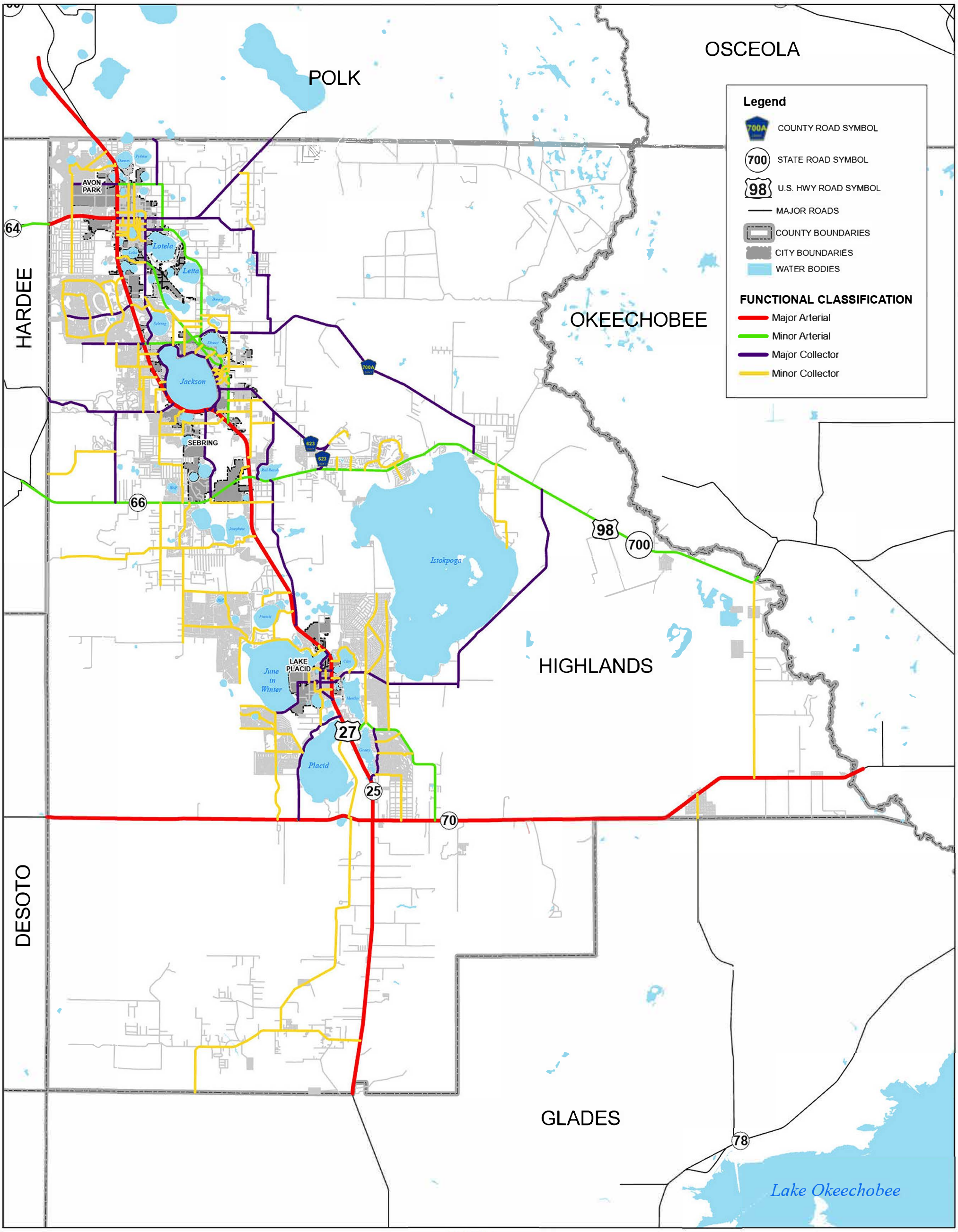
(SEAL)

By:_____
Kevin Roberts, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

EXHIBIT “A”
Transportation Map Series

TE Map 1
Existing Functional Classification



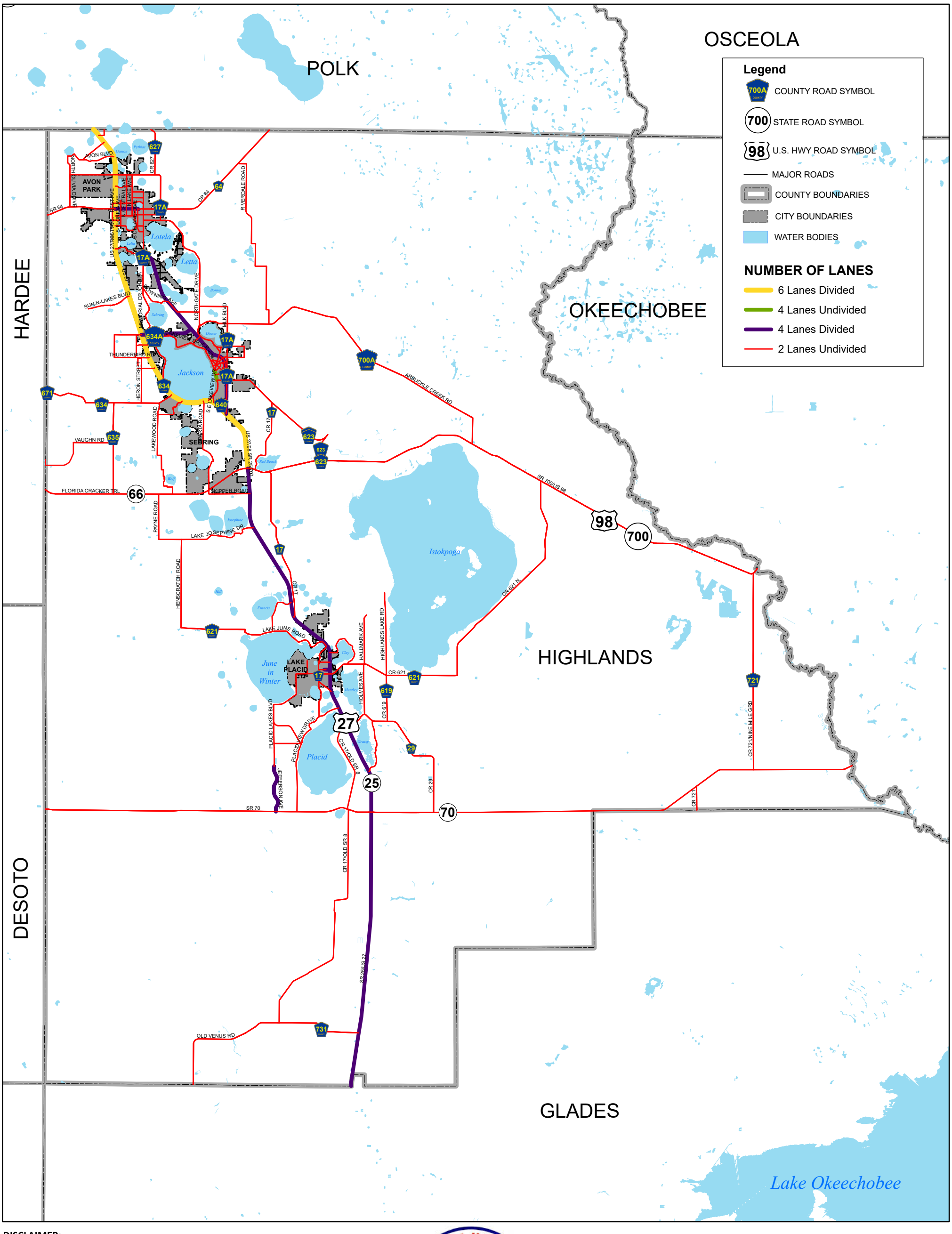
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Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

TE Map 2
Existing Number of Lanes



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Amended through:
May 2024

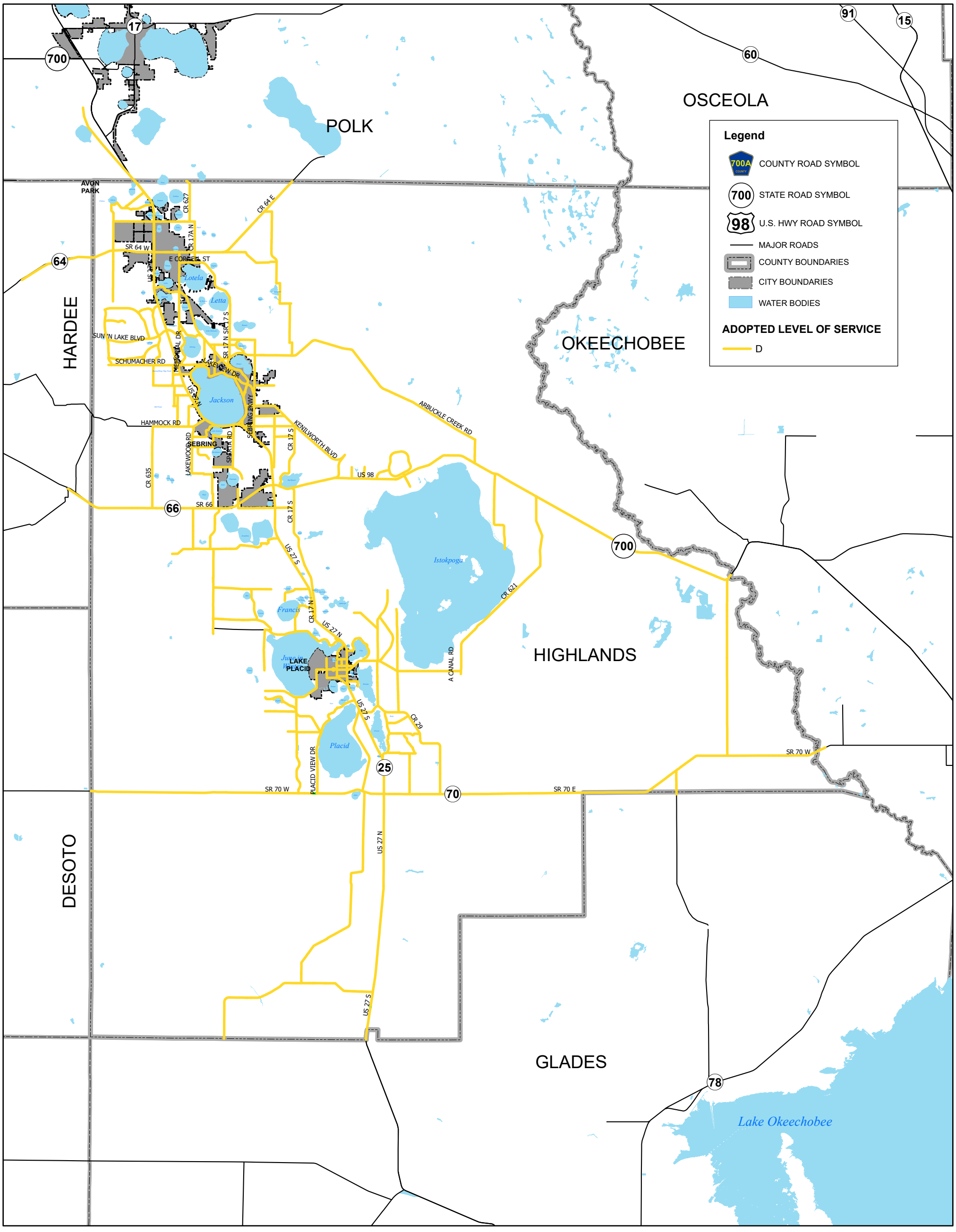
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TE Map 3 - Adopted Level of Service



Legend

- COUNTY ROAD SYMBOL
- STATE ROAD SYMBOL
- U.S. HWY ROAD SYMBOL
- MAJOR ROADS
- COUNTY BOUNDARIES
- CITY BOUNDARIES
- WATER BODIES

ADOPTED LEVEL OF SERVICE

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Data Sources:
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Highlands County BoCC

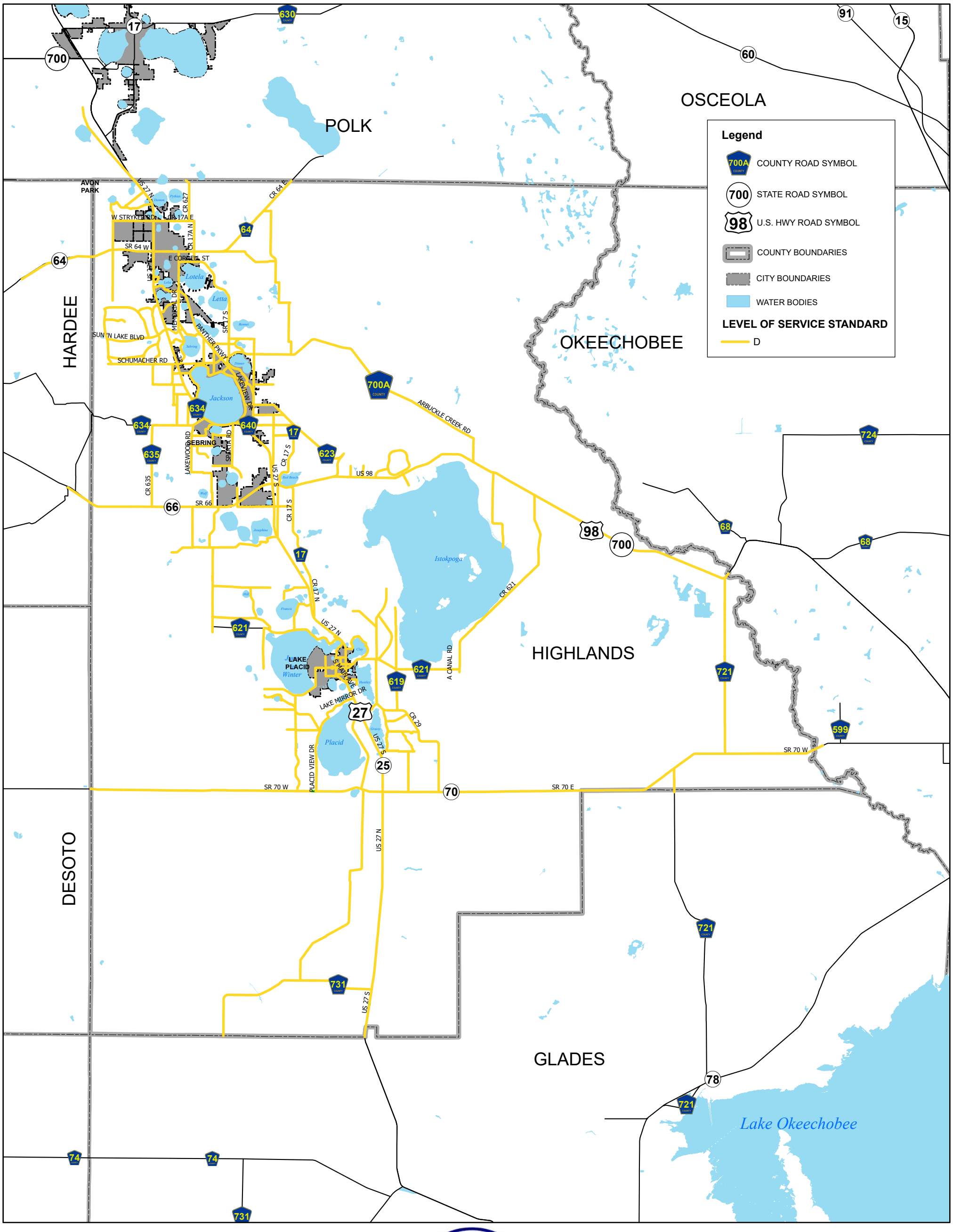
Amended through:
May 2024

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TE Map 4 - 2030 Future Level of Service Standard



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Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

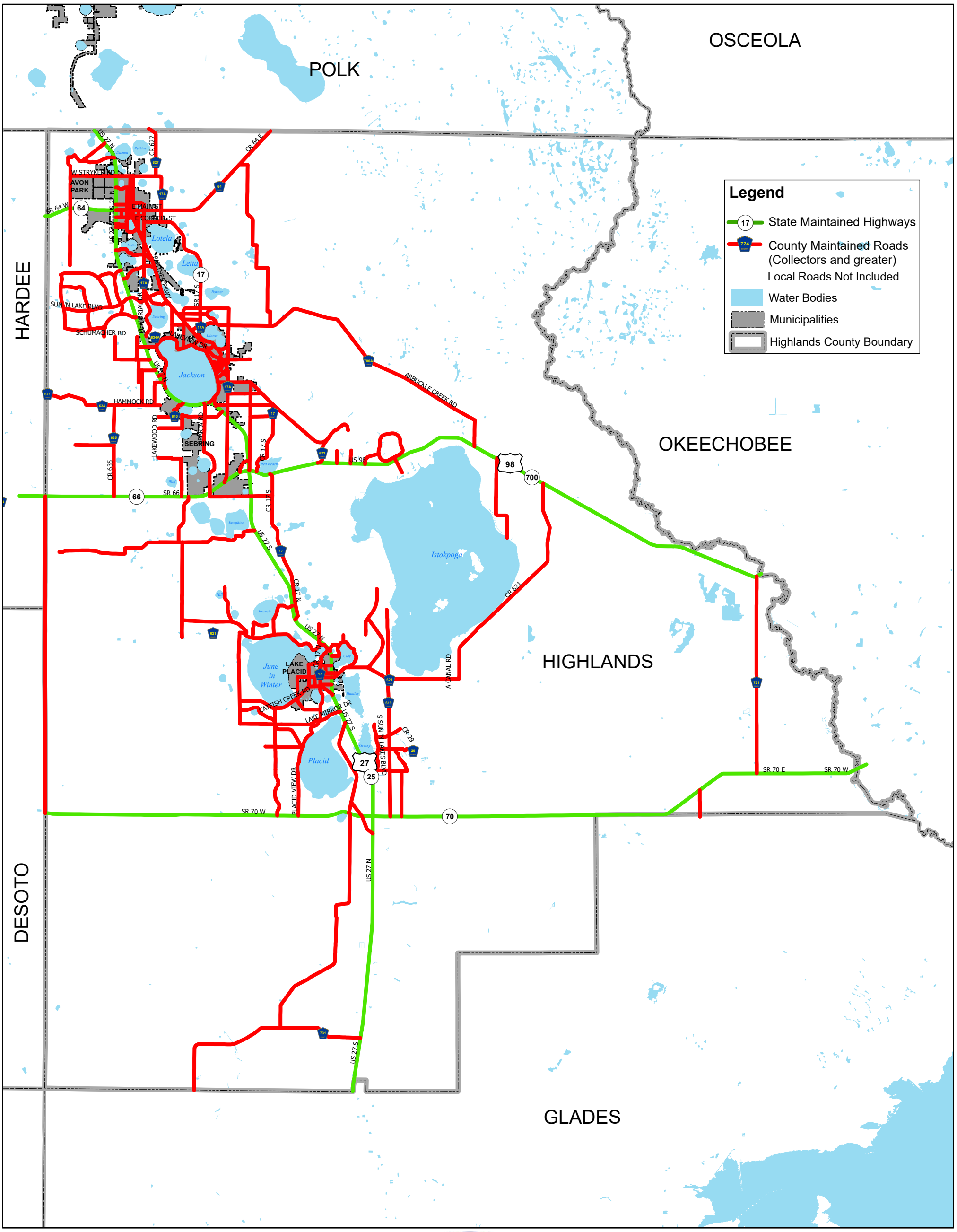
Amended through:
May 2024

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TE Map 6
Existing Road Maintenance Responsibility



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Data Sources:

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Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

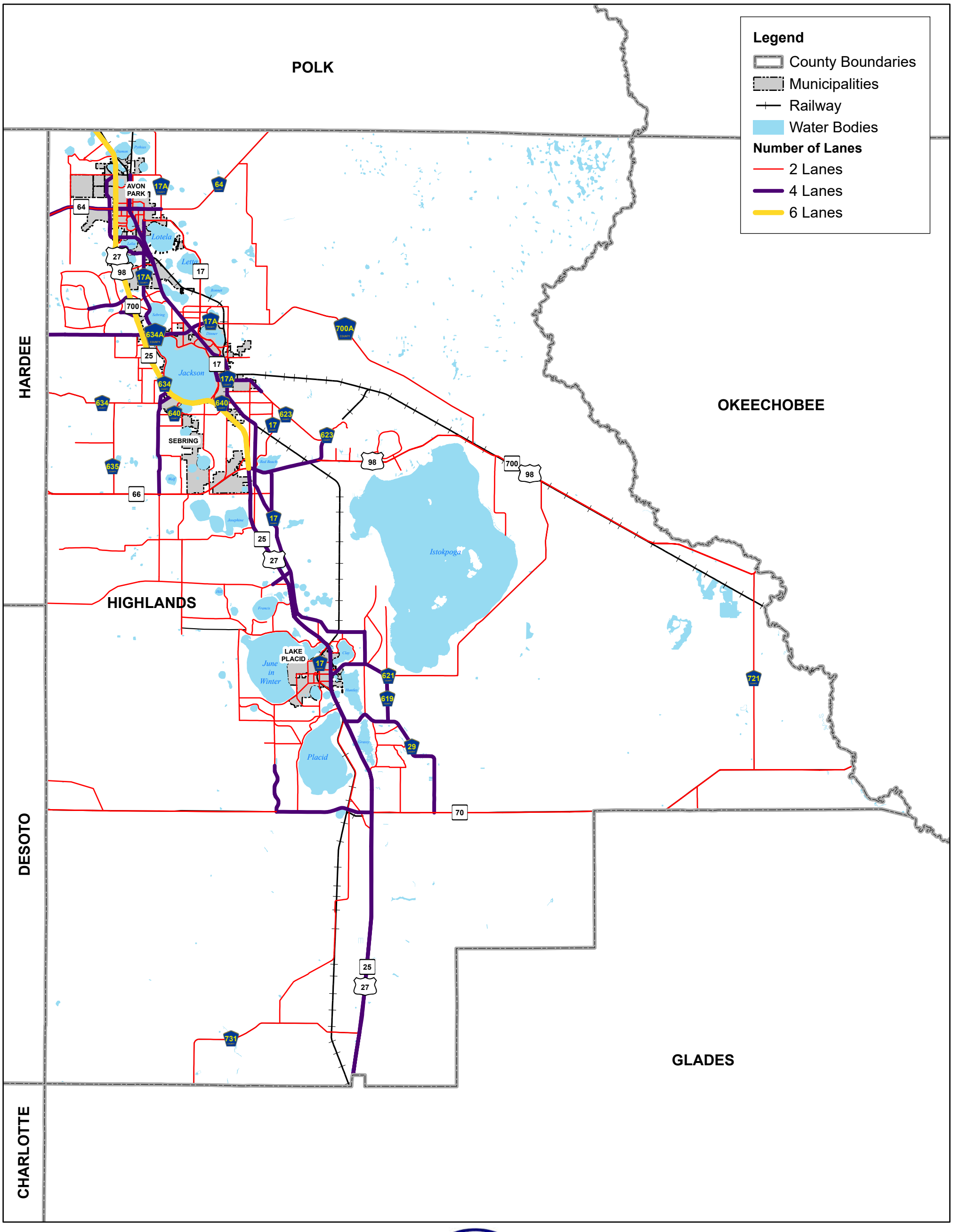
Amended through:
May 2024

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TE Map 8
2030 Future Number of Lanes



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Data Sources:

Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

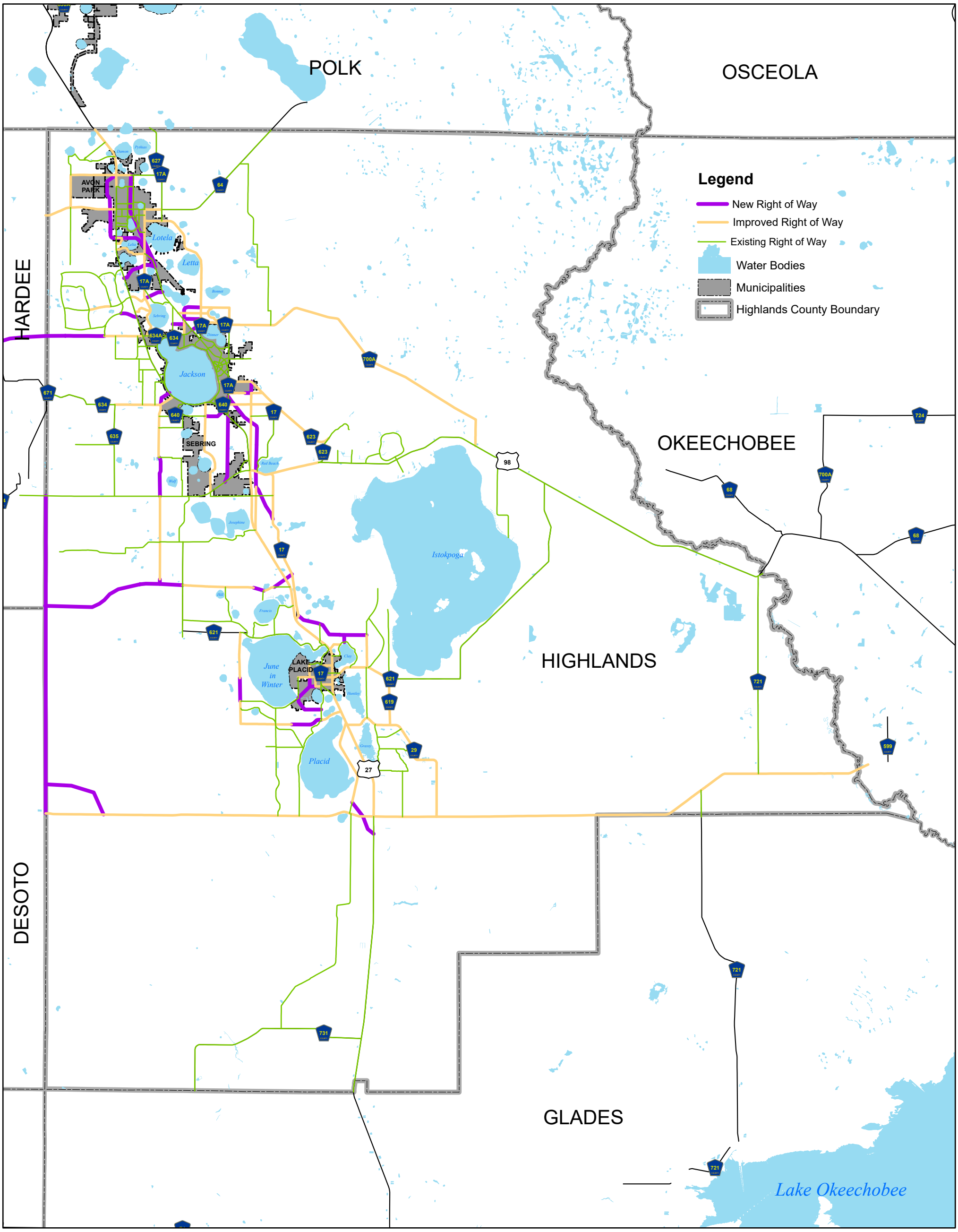
Amended through:
May 2024

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TE Map 9
2030 Future Right of Way



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Data Sources:
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Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

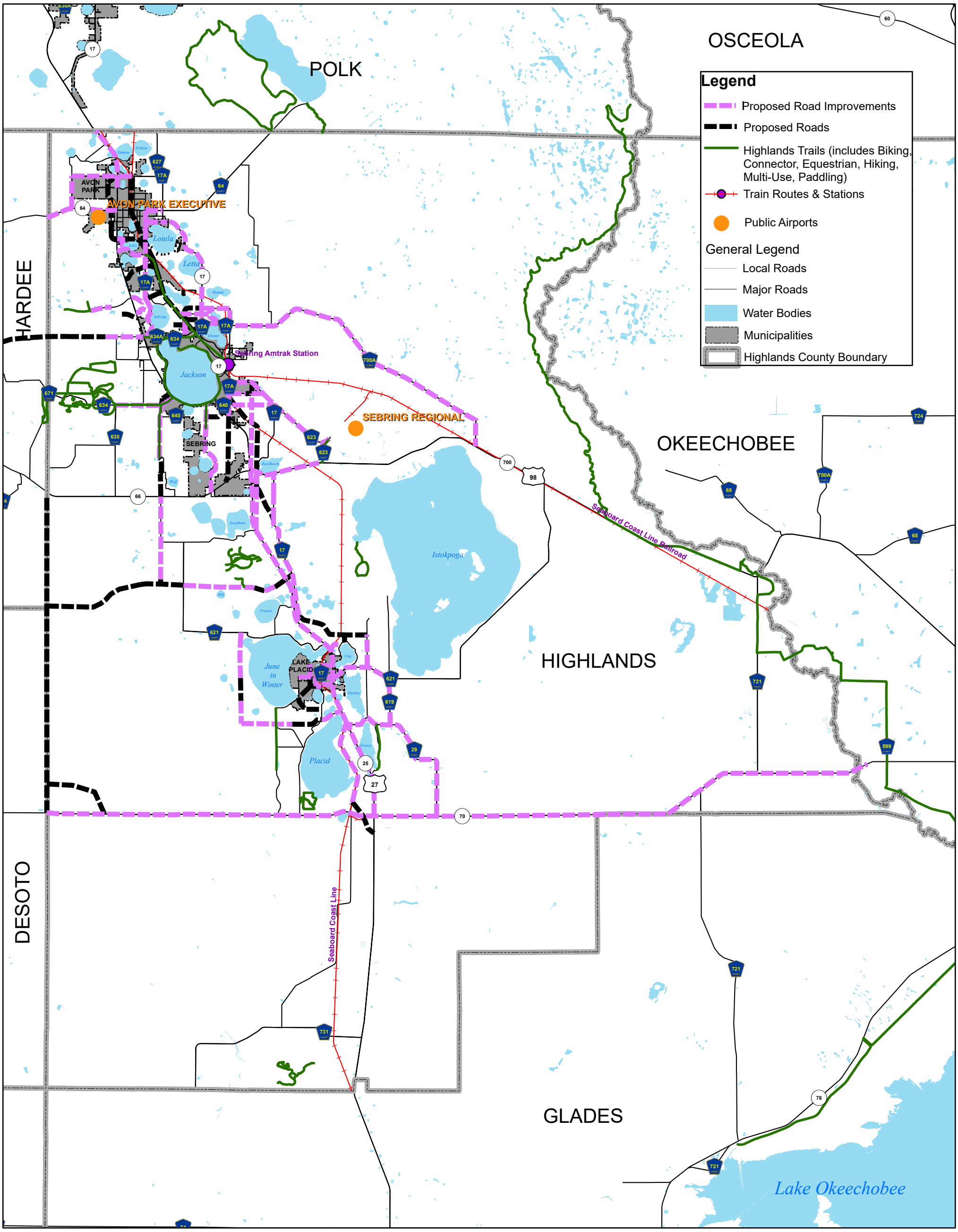
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TE Map 11
2030 Future Traffic Circulation



DISCLAIMER:

The information on this map should be considered conceptual and subject to change. This map is not a survey.

Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

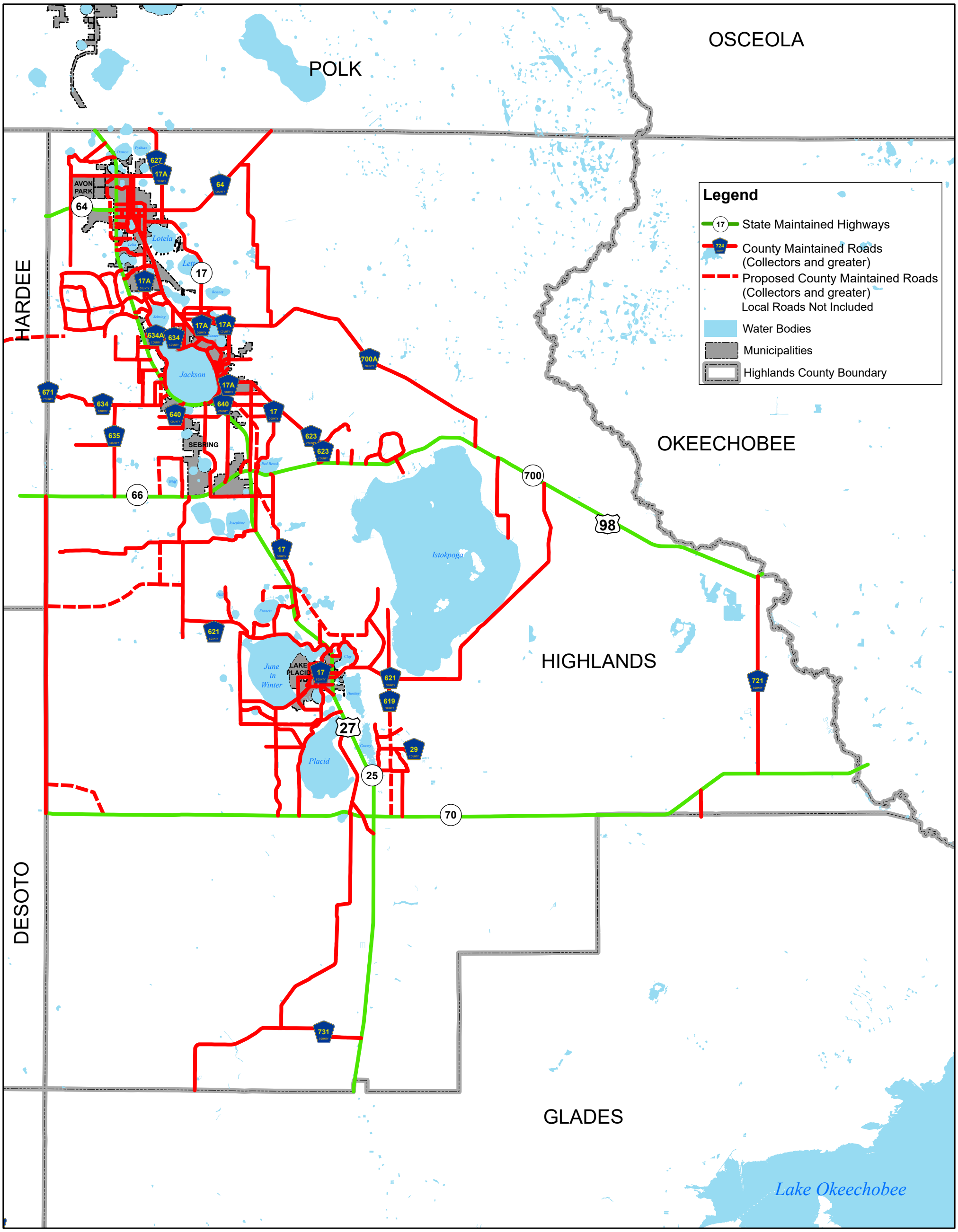
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TE Map 12
2030 Future Road Maintenance Responsibility



DISCLAIMER:

The information on this map should be considered conceptual and subject to change. This map is not a survey.

Data Sources:

Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

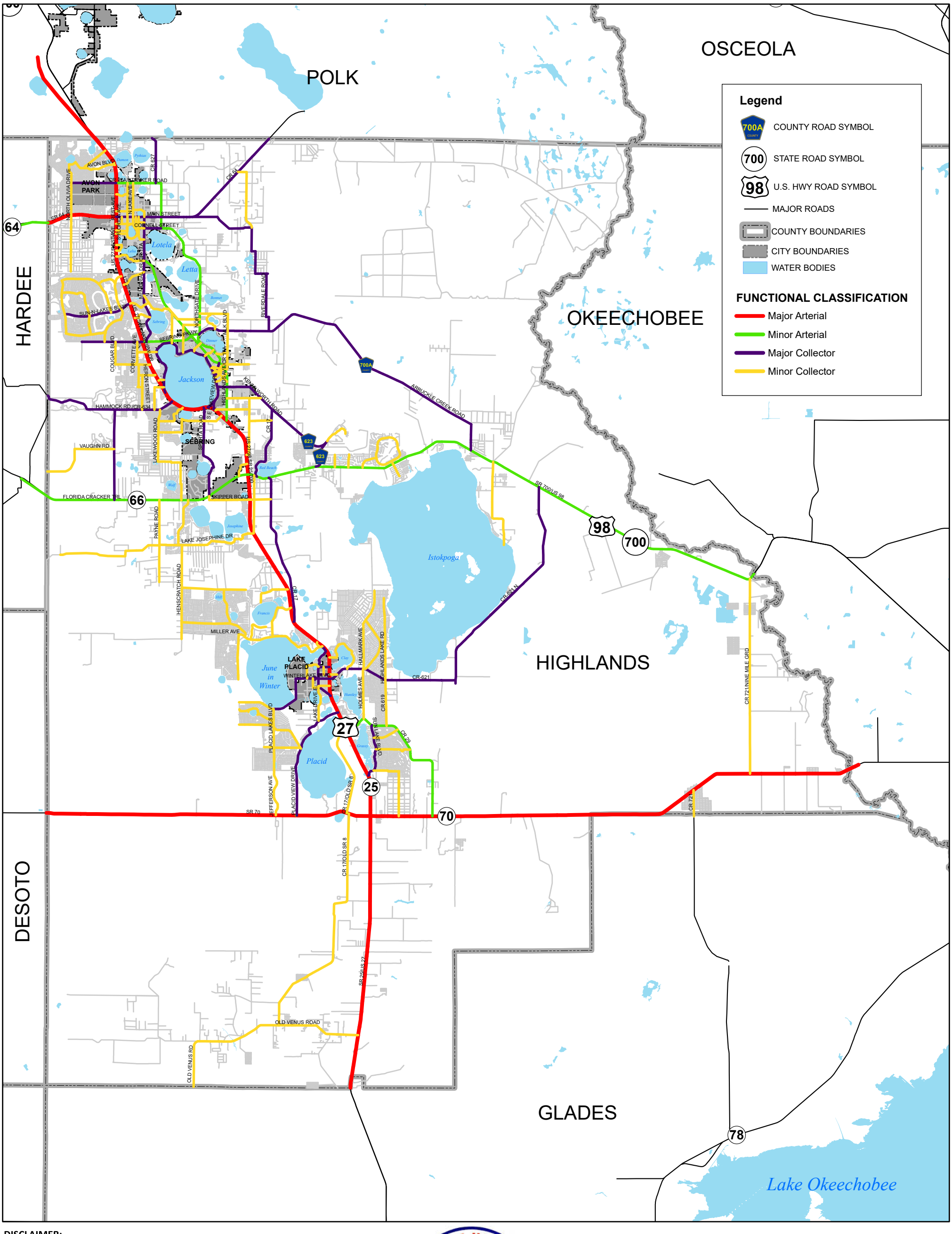
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TE Map 13
2030 Future Functional Classification



DISCLAIMER:

The information on this map should be considered conceptual and subject to change. This map is not a survey.

Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Highlands County Property Appraiser
Highlands County BoCC

Amended through:
May 2024

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Path: G:\DEV\PLN\.New PLN (To be retained)\Current Planning\.Land Use Amendments\CPA-23-629LS Functional Classification Updates\Maps\Map Updates (Working GIS File)\CPA-23-629LS Map Updates.aprx

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 23-24-19

ORDINANCE TITLE: AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE TRANSPORTATION MAP SERIES OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF TRANSPORTATION MAP SERIES PLAN AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUMMARY: PUBLIC HEARING TO CONSIDER ADOPTION OF PLAN AMENDMENT CPA-23-629LS, AMENDING THE TRANSPORTATION ELEMENT MAP SERIES OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN.

DEPARTMENT: Development Services

MEETING DATE: May 21, 2024

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
  - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
- Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A
- Additional applicable information: N/A

_**XXX**__ A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, relating to growth policy, county planning and land development regulation, including zoning, development orders, development agreements and development permits.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Sandi Neubarth, Assistant Director for Anser Advisory Services** **Rosa Morales, Non Ad-Valorem Budget Analyst II**
SUBJECT/TITLE:	**Continuation of the Fire Assessment Study conducted by Anser Advisory Services.**

STATEMENT OF ISSUE

Looking to receive direction from the Board of Directors on how to proceed with the options provided from the Fire Assessment Study conducted by Anser Advisory Services, formerly Government Services Group (GSG). The Study reviewed our current assessment methodology and did a thorough analysis of the Fire call data.

RECOMMENDED ACTION

Direction from the Board on how to proceed with the options provided from the Fires Assessment Study conducted by Anser Advisory Services.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Highlands County Workshop Presentaton 05-21-24.pdf
Highlands County Rate Scenarios-5-13-24.pdf



ANSER ADVISORY

HIGHLANDS COUNTY

FIRE ASSESSMENT PROGRAM UPDATE

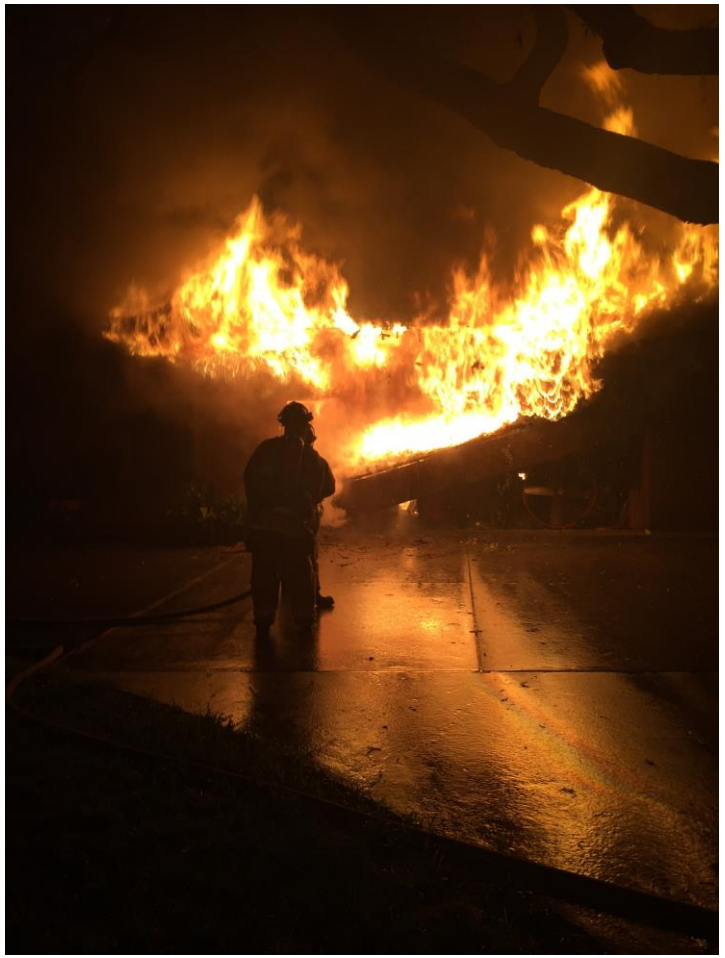
MAY 21, 2024

WHAT IS A FIRE NON-AD VALOREM ASSESSMENT?

- A charge imposed against real property to pay for fire protection services.
  - Does **not** include EMS-type services above the level of first responder.

- **Case Law Requirements**
  1. Special benefit to property

     and
  2. Fair and reasonable apportionment



PURPOSE AND GOALS OF FIRE ASSESSMENT PROGRAM

- Revenue
  - Will generate revenue for fire protection services
- Diversification
  - Non-ad valorem revenue source
  - Dependent on cost of services, not taxable values
  - Broadens “tax base” of those paying for fire protection services
- Accountability
  - Legally restricted funds for the provision of fire protection services, facilities and programs
- Equity
  - Property value bears no relationship to the provision of or demand for fire services
  - Patchwork of exemptions from property taxes and limitations on fair valuation (Save Our Homes) further distort and limit those properties that pay for fire services under ad valorem system
  - Fire assessments are driven by service costs and demand
  - All property fairly and reasonably pays for the availability and provision of fire protection services regardless of taxable value or available exemptions

CURRENT ASSESSMENT PROGRAM UPDATE

ANSER ADVISORY

- Study conducted 2017
  - Implemented in 2018
- FY 2023-24 Estimated Fire Assessment Revenue – $7.4 Million
  - Exemptions
    - Government Parcels
  - Do Not Exempt
    - Institutional Tax-Exempt Buildings
    - Vacant Ag or Developed Non-Residential Buildings on Ag Parcels
      - County obtained loan in 2019 – secured with Fire Assessment – 15 years (8/2034)
        - Fire equipment, apparatus and stations

FY 23-24 Adopted Rates

Residential Property Use Category	**Rate Per Square Foot**
Residential	$0.05610
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.08414
Industrial/Warehouse	$0.07209
Institutional	$0.08414
Vacant Land Property Use Category	**Rate per Parcel**
Vacant Land	$28.84

HISTORICAL DEMAND METHODOLOGY*

- Court tested and approved
- Most widely adopted
- Easy for property owners to understand
- Historical demand is the driving factor

*Methodology was upheld by the Fourth District Court of Appeals in in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

DATA COMPONENTS

ANSER ADVISORY

1. Service Delivery

- ALS with transport
- 18 Stations
  - 5 paid
  - 2 paid/volunteer
  - 11 volunteer
- Apparatus and fire flow available
  - Unlimited capacity – no square foot cap
- Benefit Area
  - Unincorporated Highlands County and Town of Lake Placid

2. Fire Assessable Budget

- Fire vs. EMS expenditures
- Develop 5-year assessable budget for fire protection services

3. Develop Cost Apportionment

- Call/Incident Data

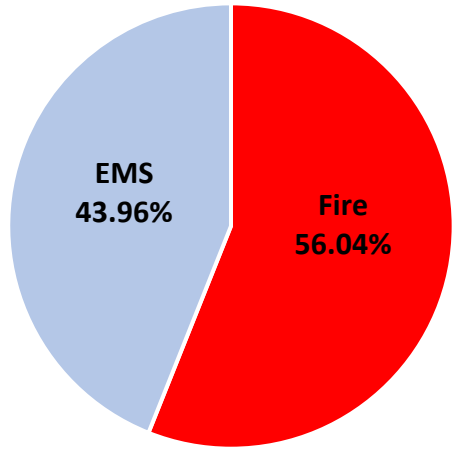
4. Develop Parcel Apportionment

- Ad Valorem Tax Roll Data
  - Building/Property Use
  - Square footage
  - Land parcels

5-YEAR AVERAGE ASSESSABLE BUDGET

ANSER ADVISORY

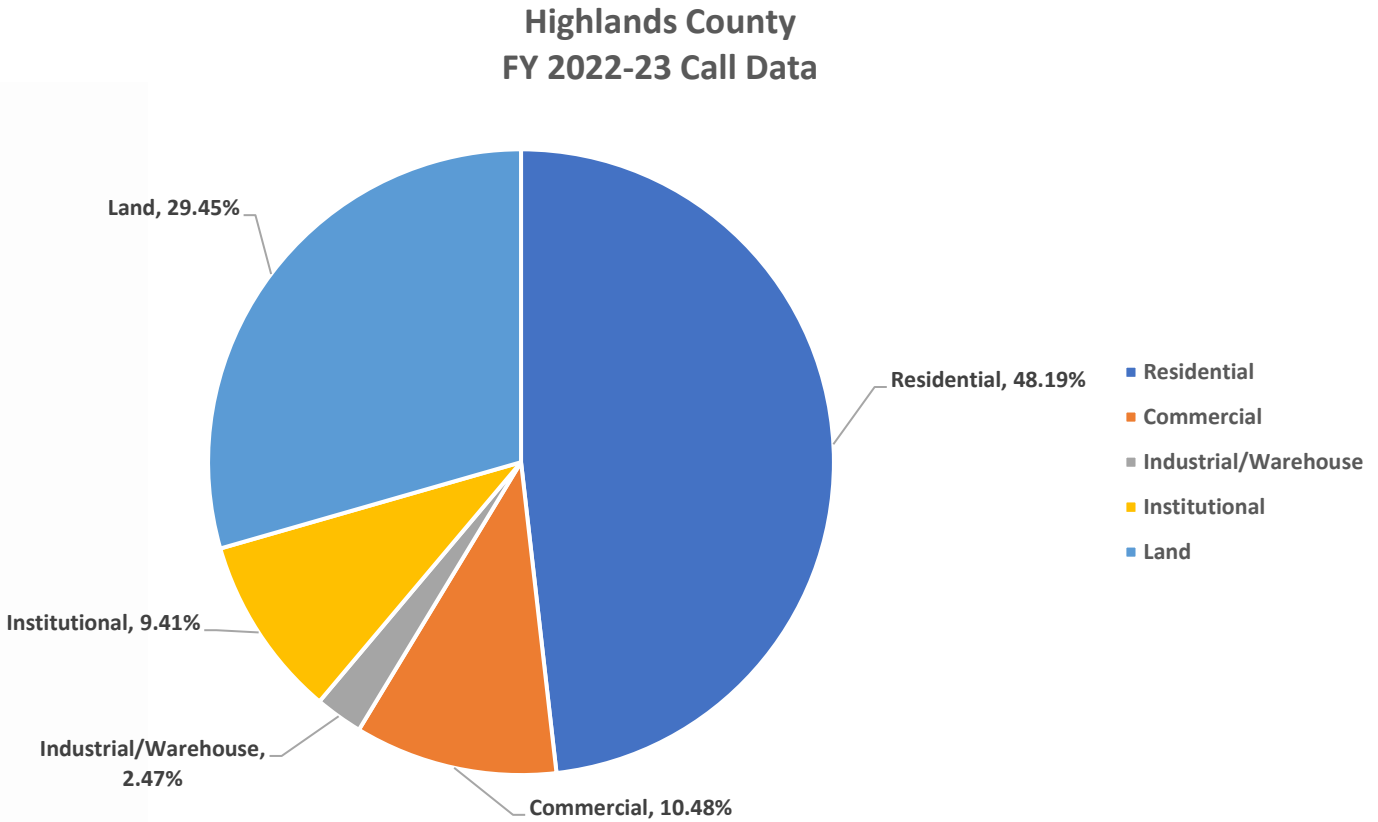
- Start with FY 2023-24 Adopted Budget
  - Split between Fire and EMS* to determine assessable expenditures
- Applied 3% annual increase
- Revenues used to reduce expenditures
- Included Miscellaneous Assessment Expenditures
  - Statutory discount
  - Collection costs
- Total Net Assessable Expenditures
- **Total 5-Year Average Assessable Costs**
  - **No Capital -- $10,625,968**
  - **Option 1 Capital -- $15,647,392**
    - 15 Year Apparatus, 5 Year Staff
  - **Option 2 Capital – $14,802,410**
    - 20 Year Apparatus, 8 Year Staff
  - **Option 3 Capital -- $13,271,180**
    - 25 Year Apparatus, 10 Year Staff



* In June 2000, in the case of SMM Properties, Inc. v. City of North Lauderdale, the Fourth District Court of Appeals concluded that EMS did not provide a special benefit to property; however, it reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. Methodology was upheld by the 4th DCA in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487(Fla. 4th DCA Jan. 2010).

COST APPORTIONMENT

- **Develop Call and Incident Profile**
  - **Call Data – Fiscal Year 2022-23**
    - **Situation Found Codes** – used to identify EMS vs. Fire calls
      - Total Calls – 19,206
        - Average Monthly Calls – 1,700
      - EMS Calls – 17,524
      - **Fire Calls – 1,682**
        - Non-Specific Calls – 382
        - **Specific Fire Calls – 1,300**
    - **Fixed Property Use Codes** – used to identify type of property responded to
      - Residential
      - Commercial
      - Industrial/Warehouse
      - Institutional
      - Vacant Land
    - **Call Duration** – used to apply a cost factor to account for resources required



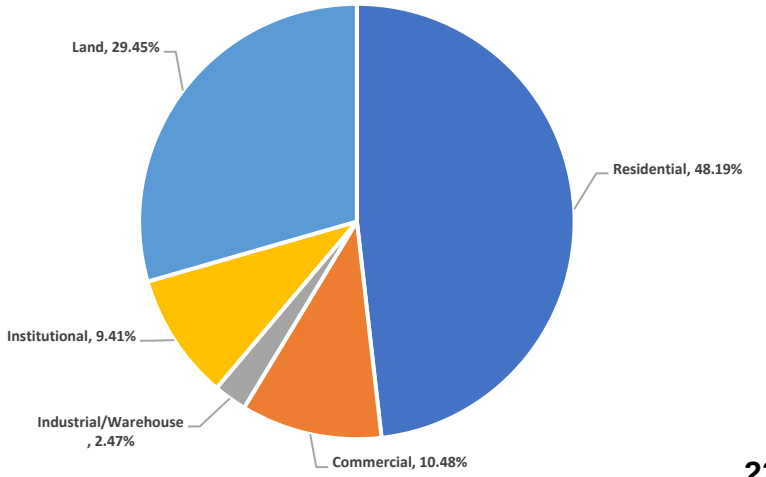
	# Incidents	Average Call Duration	Weighting Factor	Weighted Calls	Percentage Weighted Calls	2017 Study	Difference
Residential	808	27.61	1.00	808.00	48.19%	52.32%	-4.13%
Commercial	139	34.91	1.26	175.71	10.48%	11.57%	-1.09%
Industrial/Warehouse	28	40.89	1.48	41.46	2.47%	3.17%	-0.69%
Institutional	131	33.25	1.20	157.75	9.41%	9.79%	-0.38%
Land	194	70.28	2.55	493.77	29.45%	23.15%	6.30%
Total	**1300**			**1676.69**	**100.00%**	**100.00%**	**226**

PARCEL APPORTIONMENT

Category	Parcel Apportionment
Residential	Square footage
Non-Residential Commercial Industrial/Warehouse Institutional	Square Footage
Vacant Land	Parcel

RATE CALCULATIONS

Category	% Incidents	% Budget	Billing Units	Per Unit Rate
Residential	48.19%	$5,120,674	80,857,916	$0.0634
Commercial	10.48%	$1,113,556	5,127,183	$0.2172
Industrial/Warehouse	2.47%	$262,751	7,491,298	$0.0351
Institutional	9.41%	$999,735	3,111,537	$0.3213
Vacant Land	29.45%	$3,129,251	61,188	$51.15
Total	**100.00%**	**$10,625,968**		
Estimated Government Buy-down		$800,679		
Total Estimated Net Revenue		**$9,825,289**		



RATE SCENARIOS- WITHOUT CAPITAL

ANSER ADVISORY

Category		FY 23-24 Adopted Rates	100%	95%	90%	Difference 90% v. FY 23-24	82.5%	Difference 82.5% v. FY 23-24
Residential		$0.05610	$0.0634	$0.0602	$0.0570	$0.0009	$0.0523	-$0.0038
Commercial		$0.08414	$0.2172	$0.2064	$0.1955	$0.1114	$0.1792	$0.0951
Industrial/Warehouse		$0.07209	$0.0351	$0.0334	$0.0316	-$0.0405	$0.0290	-$0.0431
Institutional		$0.08414	$0.3213	$0.3053	$0.2892	$0.2051	$0.2651	$0.1810
Vacant Land		$28.84	$51.15	$48.59	$46.03	$17.19	$42.20	$13.36
Total			**$10,625,968**	**$10,094,670**	**$9,563,371**		**$8,766,424**	
Estimated Government Buy-down			$800,679	$760,760	$720,634		$660,616	
Total Estimated Net Revenue		**$7,463,540**	**$9,825,289**	**$9,333,910**	**$8,842,737**		**$8,105,808**	
Additional Revenue			**$2,371,749**	**$1,880,370**	**$1,389,197**		**$652,268***	
Examples								
Residential	1,500 sq. ft.	$84.15	$95.10	$90.30	$85.50	$1.35	$78.45	-$5.70
	2,000 sq. ft.	$112.20	$126.80	$120.40	$114.00	$1.80	$104.60	-$7.60
	2,500 sq. ft.	$140.25	$158.50	$150.50	$142.50	$2.25	$130.75	-$9.50
Commercial	5,000 sq. ft.	$420.70	$1,086.00	$1,032.00	$977.50	$556.80	$896.00	$475.30
Industrial/Warehouse	5,000 sq. ft.	$360.45	$175.50	$167.00	$158.00	-$202.45	$145.00	-$215.45
Institutional	5,000 sq. ft.	$420.70	$1,606.50	$1,526.50	$1,446.00	$1,025.30	$1,325.50	$904.80

*7% additional net revenue from FY 23-24

RATE SCENARIOS- WITH CAPITAL

ANSER ADVISORY

Category		FY 23-24 Adopted Rates	Option 1 15 Year	Difference Option 1 v. FY 23-24	Option 2 20 Year	Difference Option 2 v. FY 23-24	Option 3 25 Year	Difference Option 3 v. FY 23-24
Residential		$0.05610	$0.0933	$0.0372	$0.883	$0.0322	$0.0791	$0.0230
Commercial		$0.08414	$0.3199	$0.2358	$0.3026	$0.2185	$0.2713	$0.1872
Industrial/Warehouse		$0.07209	$0.0517	-$0.0204	$0.0489	-$0.0232	$0.0439	-$0.0282
Institutional		$0.08414	$0.4732	$0.3891	$0.4476	$0.3635	$0.4013	$0.3172
Vacant Land		$28.84	$75.31	$46.47	$71.25	$42.41	$63.88	$35.04
Total			**$15,647,392**		**$14,802,410**		**$13,271,180**	
Estimated Government Buy-down			$1,179,111		$1,115,397		$1,000,025	
Total Estimated Net Revenue		**$7,463,540**	**$14,468,281**		**$13,687,013**		**$12,271,155**	
Additional Revenue			**$7,014,741**		**$6,233,473**		**$4,817,615**	
Examples								
Residential	1,500 sq. ft.	$84.15	$139.95	$55.80	$132.45	$48.30	$118.65	$34.50
	2,000 sq. ft.	$112.20	$186.60	$74.40	$176.60	$64.40	$158.20	$46.00
	2,500 sq. ft.	$140.25	$233.25	$93.00	$220.75	$80.50	$197.75	$57.50
Commercial	5,000 sq. ft.	$420.70	$1,599.50	$1,178.80	$1,513.00	$1,092.30	$1,356.50	$935.80
Industrial/Warehouse	5,000 sq. ft.	$360.45	$258.50	-$101.95	$244.50	-$115.95	$219.50	-$140.95
Institutional	5,000 sq. ft.	$420.70	$2,366.00	$1,945.30	$2,238.00	$1,817.30	$2,006.50	$1,585.80

CRITICAL EVENTS SCHEDULE

ANSER ADVISORY

Event	Date
Workshop	May 7, 2024
Workshop #2	May 21, 2024
Commission Gives Direction on Rates & Exemptions	May 21, 2024
Mail First Class Notices (at least 20 days prior to public hearing)	June 25, 2024
Advertise Notice of Public Hearing on Final Assessment Resolution (at least 20 days prior to public hearing)	June 25, 2024
Adopt Amended and Restated Final Assessment Resolution	July 16, 2024
Certify Assessment Roll to Tax Collector	By September 13, 2024
Tax Bills Mailed	November 2024

POLICY DIRECTION

- Notice to Proceed with Implementation
  - Rates
- Exemption Policy
  - Government Parcels
- Schedule
- Other

Highlands County Fire Assessment Program
Rate Scenarios

FY 2023-24 Adopted Rates

Category	Rates
Residential	$0.05610
Commercial	$0.08414
Industrial/Warehouse	$0.07209
Institutional	$0.08414
Vacant Land	$28.84
Net Certified Revenue	**$7,453,540**
Additional Revenue Target @ 7%	**$521,748**

Approximately 7% More Certified Revenue Than FY 23-24 with Institutional Rate Buy-Down

No Capital -- 83.93% Funding

Category	Rate	Current Rate	Difference
Residential	$0.0532	$0.0561	($0.0029)
Commercial	$0.1823	$0.0841	$0.0982
Industrial/Warehouse	$0.0295	$0.0721	($0.0426)
Institutional	$0.2697	$0.0841	$0.1856
Vacant Land	$42.9300	$28.8400	$14.0900
Total	**$8,918,375**		
Government Exemption Buy-Down	**$672,062**		
Net Certified Revenue	**$8,246,313**		**$792,773**
Institutional Rate Buy-Down to Commercial Rate	$271,948		
Net Revenue	**$7,974,365**		**$520,825**
Examples			
Residential			
1,500 sq. ft.	$79.80	$84.15	($4.35)
2,000 sq. ft.	$106.40	$112.20	($5.80)
2,500 sq. ft.	$133.00	$140.25	($7.25)
Commercial - 5,000 sq. ft.	$911.50	$420.70	$490.80
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$360.45	($212.95)
Institutional - 5,000 sq. ft.	$1,348.50	$420.70	$927.80

Capital Replacement Options

- **Option 1** – 15 Year Apparatus; 5 Year Staff
  - 5-Year Average -- $5,021,424
  - 5-Year Total -- $22,496,792
- **Option 2** – 20 Year Apparatus; 8 Year Staff
  - 5-Year Average -- $4,176,442
  - 5-Year Total -- $18,711,136
- **Option 3** – 25 Year Apparatus; 10 Year Staff
  - 5-Year Average -- $2,645,212
  - 5-Year Total -- $11,850,977

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3
100% Funding

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0634	$0.0158	$0.0792	$0.0561	$0.0231
Commercial	$0.2172	$0.0541	$0.2713	$0.0841	$0.1872
Industrial/Warehouse	$0.0351	$0.0088	$0.0439	$0.0721	($0.0282)
Institutional	$0.3213	$0.0800	$0.4013	$0.0841	$0.3172
Vacant Land	$51.15	$12.74	$63.89	$28.8400	$35.0500
Total	**$10,625,968**	**$2,645,212**	**$13,271,180**		
Government Exemption Buy-Down	**$800,679**	**$199,404**	**$1,000,083**		
Net Certified Revenue	**$9,825,289**	**$2,445,808**	**$12,271,097**	**$7,463,540**	**$4,807,557**
Institutional Rate Buy-Down to Commercial Rate	$323,911	$80,589	$404,500		
Net Revenue	**$9,501,378**	**$2,365,220**	**$11,866,598**	**$7,463,540**	**$4,403,058**
Examples					
Residential					
1,500 sq. ft.	$95.10	$23.70	$118.80	$84.15	**$34.65**
2,000 sq. ft.	$126.80	$31.60	$158.40	$112.20	**$46.20**
2,500 sq. ft.	$158.50	$39.50	$198.00	$140.25	**$57.75**
Commercial - 5,000 sq. ft.	$1,086.00	$270.50	$1,356.50	$420.70	**$935.80**
Industrial/Warehouse - 5,000 sq. ft.	$175.50	$44.00	$219.50	$360.45	**($140.95)**
Institutional - 5,000 sq. ft.	$1,606.50	$400.00	$2,006.50	$420.70	**$1,585.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3
83.93% Fire Operations; 100% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0532	$0.0158	$0.0690	$0.0561	$0.0129
Commercial	$0.1823	$0.0541	$0.2364	$0.0841	$0.1523
Industrial/Warehouse	$0.0295	$0.0088	$0.0383	$0.0721	($0.0338)
Institutional	$0.2697	$0.0800	$0.3497	$0.0841	$0.2656
Vacant Land	$42.93	$12.74	$55.67	$28.8400	$26.8300
Total	**$8,918,375**	**$2,645,212**	**$11,563,587**		
Government Exemption Buy-Down	**$672,062**	**$199,404**	**$871,466**		
Net Certified Revenue	**$8,246,313**	**$2,445,808**	**$10,692,121**	**$7,463,540**	**$3,228,581**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$80,589	$352,537		
Net Revenue	**$7,974,365**	**$2,365,220**	**$10,339,584**	**$7,463,540**	**$2,876,044**
Examples					
Residential					
1,500 sq. ft.	$79.80	$23.70	$103.50	$84.15	**$19.35**
2,000 sq. ft.	$106.40	$31.60	$138.00	$112.20	**$25.80**
2,500 sq. ft.	$133.00	$39.50	$172.50	$140.25	**$32.25**
Commercial - 5,000 sq. ft.	$911.50	$270.50	$1,182.00	$420.70	**$761.30**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$44.00	$191.50	$360.45	**($168.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$400.00	$1,748.50	$420.70	**$1,327.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3
80% Fire Operations; 80% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0507	$0.0127	$0.0634	$0.0561	$0.0073
Commercial	$0.1738	$0.0433	$0.2171	$0.0841	$0.1330
Industrial/Warehouse	$0.0281	$0.0070	$0.0351	$0.0721	($0.0370)
Institutional	$0.2571	$0.0640	$0.3211	$0.0841	$0.2370
Vacant Land	$40.92	$10.19	$51.11	$28.8400	$22.2700
Total	**$8,500,774**	**$2,116,170**	**$10,616,944**		
Government Exemption Buy-Down	**$640,647**	**$159,522**	**$800,169**		
Net Certified Revenue	**$7,860,128**	**$1,956,647**	**$9,816,775**	**$7,463,540**	**$2,353,235**
Institutional Rate Buy-Down to Commercial Rate	$259,191	$64,409	$323,600		
Net Revenue	**$7,600,937**	**$1,892,239**	**$9,493,175**	**$7,463,540**	**$2,029,635**
Examples					
Residential					
1,500 sq. ft.	$76.05	$19.05	$95.10	$84.15	**$10.95**
2,000 sq. ft.	$101.40	$25.40	$126.80	$112.20	**$14.60**
2,500 sq. ft.	$126.75	$31.75	$158.50	$140.25	**$18.25**
Commercial - 5,000 sq. ft.	$869.00	$216.50	$1,085.50	$420.70	**$664.80**
Industrial/Warehouse - 5,000 sq. ft.	$140.50	$35.00	$175.50	$360.45	**($184.95)**
Institutional - 5,000 sq. ft.	$1,285.50	$320.00	$1,605.50	$420.70	**$1,184.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3
70% Fire Operations; 70% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0444	$0.0111	$0.0555	$0.0561	($0.0006)
Commercial	$0.1521	$0.0379	$0.1900	$0.0841	$0.1059
Industrial/Warehouse	$0.0246	$0.0062	$0.0308	$0.0721	($0.0413)
Institutional	$0.2250	$0.0560	$0.2810	$0.0841	$0.1969
Vacant Land	$35.80	$8.92	$44.72	$28.8400	$15.8800
Total	**$7,438,178**	**$1,851,648**	**$9,289,826**		
Government Exemption Buy-Down	**$560,612**	**$139,620**	**$700,232**		
Net Certified Revenue	**$6,877,566**	**$1,712,029**	**$8,589,594**	**$7,463,540**	**$1,126,054**
Institutional Rate Buy-Down to Commercial Rate	$226,831	$56,319	$283,150		
Net Revenue	**$6,650,735**	**$1,655,710**	**$8,306,444**	**$7,463,540**	**$842,904**
Examples					
Residential					
1,500 sq. ft.	$66.60	$16.65	$83.25	$84.15	**($0.90)**
2,000 sq. ft.	$88.80	$22.20	$111.00	$112.20	**($1.20)**
2,500 sq. ft.	$111.00	$27.75	$138.75	$140.25	**($1.50)**
Commercial - 5,000 sq. ft.	$760.50	$189.50	$950.00	$420.70	**$529.30**
Industrial/Warehouse - 5,000 sq. ft.	$123.00	$31.00	$154.00	$360.45	**($206.45)**
Institutional - 5,000 sq. ft.	$1,125.00	$280.00	$1,405.00	$420.70	**$984.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3
60% Fire Operations; 60% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0380	$0.0095	$0.0475	$0.0561	($0.0086)
Commercial	$0.1304	$0.0325	$0.1629	$0.0841	$0.0788
Industrial/Warehouse	$0.0211	$0.0053	$0.0264	$0.0721	($0.0457)
Institutional	$0.1928	$0.0480	$0.2408	$0.0841	$0.1567
Vacant Land	$30.69	$7.64	$38.33	$28.8400	$9.4900
Total	**$6,375,581**	**$1,587,127**	**$7,962,708**		
Government Exemption Buy-Down	**$480,481**	**$119,650**	**$600,131**		
Net Certified Revenue	**$5,895,100**	**$1,467,477**	**$7,362,577**	**$7,463,540**	**($100,963)**
Institutional Rate Buy-Down to Commercial Rate	$194,160	$48,229	$242,389		
Net Revenue	**$5,700,940**	**$1,419,248**	**$7,120,188**	**$7,463,540**	**($343,352)**
Examples					
Residential					
1,500 sq. ft.	$57.00	$14.25	$71.25	$84.15	**($12.90)**
2,000 sq. ft.	$76.00	$19.00	$95.00	$112.20	**($17.20)**
2,500 sq. ft.	$95.00	$23.75	$118.75	$140.25	**($21.50)**
Commercial - 5,000 sq. ft.	$652.00	$162.50	$814.50	$420.70	**$393.80**
Industrial/Warehouse - 5,000 sq. ft.	$105.50	$26.50	$132.00	$360.45	**($228.45)**
Institutional - 5,000 sq. ft.	$964.00	$240.00	$1,204.00	$420.70	**$783.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3
50% Fire Operations; 50% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0317	$0.0079	$0.0396	$0.0561	($0.0165)
Commercial	$0.1086	$0.0271	$0.1357	$0.0841	$0.0516
Industrial/Warehouse	$0.0176	$0.0044	$0.0220	$0.0721	($0.0501)
Institutional	$0.1607	$0.0400	$0.2007	$0.0841	$0.1166
Vacant Land	$25.58	$6.37	$31.95	$28.8400	$3.1100
Total	**$5,312,984**	**$1,322,606**	**$6,635,590**		
Government Exemption Buy-Down	**$400,440**	**$99,728**	**$500,168**		
Net Certified Revenue	**$4,912,544**	**$1,222,878**	**$6,135,422**	**$7,463,540**	**($1,328,118)**
Institutional Rate Buy-Down to Commercial Rate	$162,111	$40,139	$202,250		
Net Revenue	**$4,750,433**	**$1,182,739**	**$5,933,172**	**$7,463,540**	**($1,530,368)**
Examples					
Residential					
1,500 sq. ft.	$47.55	$11.85	$59.40	$84.15	**($24.75)**
2,000 sq. ft.	$63.40	$15.80	$79.20	$112.20	**($33.00)**
2,500 sq. ft.	$79.25	$19.75	$99.00	$140.25	**($41.25)**
Commercial - 5,000 sq. ft.	$543.00	$135.50	$678.50	$420.70	**$257.80**
Industrial/Warehouse - 5,000 sq. ft.	$88.00	$22.00	$110.00	$360.45	**($250.45)**
Institutional - 5,000 sq. ft.	$803.50	$200.00	$1,003.50	$420.70	**$582.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2
100% Funding

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0634	$0.0249	$0.0883	$0.0561	$0.0322
Commercial	$0.2172	$0.0854	$0.3026	$0.0841	$0.2185
Industrial/Warehouse	$0.0351	$0.0138	$0.0489	$0.0721	($0.0232)
Institutional	$0.3213	$0.1263	$0.4476	$0.0841	$0.3635
Vacant Land	$51.15	$20.11	$71.26	$28.8400	$42.4200
Total	**$10,625,968**	**$4,176,442**	**$14,802,410**		
Government Exemption Buy-Down	**$800,679**	**$314,765**	**$1,115,444**		
Net Certified Revenue	**$9,825,289**	**$3,861,677**	**$13,686,966**	**$7,463,540**	**$6,223,426**
Institutional Rate Buy-Down to Commercial Rate	$323,911	$127,262	$451,173		
Net Revenue	**$9,501,378**	**$3,734,415**	**$13,235,793**	**$7,463,540**	**$5,772,253**
Examples					
Residential					
1,500 sq. ft.	$95.10	$37.35	$132.45	$84.15	**$48.30**
2,000 sq. ft.	$126.80	$49.80	$176.60	$112.20	**$64.40**
2,500 sq. ft.	$158.50	$62.25	$220.75	$140.25	**$80.50**
Commercial - 5,000 sq. ft.	$1,086.00	$427.00	$1,513.00	$420.70	**$1,092.30**
Industrial/Warehouse - 5,000 sq. ft.	$175.50	$69.00	$244.50	$360.45	**($115.95)**
Institutional - 5,000 sq. ft.	$1,606.50	$631.50	$2,238.00	$420.70	**$1,817.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2
83.93% Fire Operations; 100% Capital

	Fire Operations	Capital	Total		
Category	**Rate**	**Rate**	**Rate**	**Current Rate**	**Difference**
Residential	$0.0532	$0.0249	$0.0781	$0.0561	$0.0220
Commercial	$0.1823	$0.0854	$0.2677	$0.0841	$0.1836
Industrial/Warehouse	$0.0295	$0.0138	$0.0433	$0.0721	($0.0288)
Institutional	$0.2697	$0.1263	$0.3960	$0.0841	$0.3119
Vacant Land	$42.93	$20.11	$63.04	$28.8400	$34.2000
Total	**$8,918,375**	**$4,176,442**	**$13,094,817**		
Government Exemption Buy-Down	**$672,062**	**$314,765**	**$986,827**		
Net Certified Revenue	**$8,246,313**	**$3,861,677**	**$12,107,990**	**$7,463,540**	**$4,644,450**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$127,262	$399,210		
Net Revenue	**$7,974,365**	**$3,734,415**	**$11,708,780**	**$7,463,540**	**$4,245,240**
Examples					
Residential					
1,500 sq. ft.	$79.80	$37.35	$117.15	$84.15	**$33.00**
2,000 sq. ft.	$106.40	$49.80	$156.20	$112.20	**$44.00**
2,500 sq. ft.	$133.00	$62.25	$195.25	$140.25	**$55.00**
Commercial - 5,000 sq. ft.	$911.50	$427.00	$1,338.50	$420.70	**$917.80**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$69.00	$216.50	$360.45	**($143.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$631.50	$1,980.00	$420.70	**$1,559.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2
80% Fire Operations; 80% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0507	$0.0200	$0.0707	$0.0561	$0.0146
Commercial	$0.1738	$0.0683	$0.2421	$0.0841	$0.1580
Industrial/Warehouse	$0.0281	$0.0111	$0.0392	$0.0721	($0.0329)
Institutional	$0.2571	$0.1011	$0.3582	$0.0841	$0.2741
Vacant Land	$40.92	$16.09	$57.01	$28.8400	$28.1700
Total	**$8,500,774**	**$3,341,154**	**$11,841,928**		
Government Exemption Buy-Down	**$640,647**	**$251,911**	**$892,557**		
Net Certified Revenue	**$7,860,128**	**$3,089,243**	**$10,949,371**	**$7,463,540**	**$3,485,831**
Institutional Rate Buy-Down to Commercial Rate	$259,191	$102,058	$361,249		
Net Revenue	**$7,600,937**	**$2,987,184**	**$10,588,121**	**$7,463,540**	**$3,124,581**
Examples					
Residential					
1,500 sq. ft.	$76.05	$30.00	$106.05	$84.15	**$21.90**
2,000 sq. ft.	$101.40	$40.00	$141.40	$112.20	**$29.20**
2,500 sq. ft.	$126.75	$50.00	$176.75	$140.25	**$36.50**
Commercial - 5,000 sq. ft.	$869.00	$341.50	$1,210.50	$420.70	**$789.80**
Industrial/Warehouse - 5,000 sq. ft.	$140.50	$55.50	$196.00	$360.45	**($164.45)**
Institutional - 5,000 sq. ft.	$1,285.50	$505.50	$1,791.00	$420.70	**$1,370.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2
70% Fire Operations; 70% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0444	$0.0175	$0.0619	$0.0561	$0.0058
Commercial	$0.1521	$0.0598	$0.2119	$0.0841	$0.1278
Industrial/Warehouse	$0.0246	$0.0097	$0.0343	$0.0721	($0.0378)
Institutional	$0.2250	$0.0884	$0.3134	$0.0841	$0.2293
Vacant Land	$35.80	$14.08	$49.88	$28.8400	$21.0400
Total	**$7,438,178**	**$2,923,509**	**$10,361,687**		
Government Exemption Buy-Down	**$560,612**	**$220,362**	**$780,974**		
Net Certified Revenue	**$6,877,566**	**$2,703,148**	**$9,580,713**	**$7,463,540**	**$2,117,173**
Institutional Rate Buy-Down to Commercial Rate	$226,831	$88,990	$315,821		
Net Revenue	**$6,650,735**	**$2,614,158**	**$9,264,892**	**$7,463,540**	**$1,801,352**
Examples					
Residential					
1,500 sq. ft.	$66.60	$26.25	$92.85	$84.15	**$8.70**
2,000 sq. ft.	$88.80	$35.00	$123.80	$112.20	**$11.60**
2,500 sq. ft.	$111.00	$43.75	$154.75	$140.25	**$14.50**
Commercial - 5,000 sq. ft.	$760.50	$299.00	$1,059.50	$420.70	**$638.80**
Industrial/Warehouse - 5,000 sq. ft.	$123.00	$48.50	$171.50	$360.45	**($188.95)**
Institutional - 5,000 sq. ft.	$1,125.00	$442.00	$1,567.00	$420.70	**$1,146.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2
60% Fire Operations; 60% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0380	$0.0150	$0.0530	$0.0561	($0.0031)
Commercial	$0.1304	$0.0513	$0.1817	$0.0841	$0.0976
Industrial/Warehouse	$0.0211	$0.0083	$0.0294	$0.0721	($0.0427)
Institutional	$0.1928	$0.0758	$0.2686	$0.0841	$0.1845
Vacant Land	$30.69	$12.07	$42.76	$28.8400	$13.9200
Total	**$6,375,581**	**$2,505,865**	**$8,881,446**		
Government Exemption Buy-Down	**$480,481**	**$188,946**	**$669,427**		
Net Certified Revenue	**$5,895,100**	**$2,316,919**	**$8,212,019**	**$7,463,540**	**$748,479**
Institutional Rate Buy-Down to Commercial Rate	$194,160	$76,233	$270,393		
Net Revenue	**$5,700,940**	**$2,240,686**	**$7,941,626**	**$7,463,540**	**$478,086**
Examples					
Residential					
1,500 sq. ft.	$57.00	$22.50	$79.50	$84.15	**($4.65)**
2,000 sq. ft.	$76.00	$30.00	$106.00	$112.20	**($6.20)**
2,500 sq. ft.	$95.00	$37.50	$132.50	$140.25	**($7.75)**
Commercial - 5,000 sq. ft.	$652.00	$256.50	$908.50	$420.70	**$487.80**
Industrial/Warehouse - 5,000 sq. ft.	$105.50	$41.50	$147.00	$360.45	**($213.45)**
Institutional - 5,000 sq. ft.	$964.00	$379.00	$1,343.00	$420.70	**$922.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2
50% Fire Operations; 50% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0317	$0.0125	$0.0442	$0.0561	($0.0119)
Commercial	$0.1086	$0.0427	$0.1513	$0.0841	$0.0672
Industrial/Warehouse	$0.0176	$0.0069	$0.0245	$0.0721	($0.0476)
Institutional	$0.1607	$0.0632	$0.2239	$0.0841	$0.1398
Vacant Land	$25.58	$10.06	$35.64	$28.8400	$6.8000
Total	**$5,312,984**	**$2,088,221**	**$7,401,205**		
Government Exemption Buy-Down	**$400,440**	**$157,478**	**$557,918**		
Net Certified Revenue	**$4,912,544**	**$1,930,743**	**$6,843,287**	**$7,463,540**	**($620,253)**
Institutional Rate Buy-Down to Commercial Rate	$162,111	$63,787	$225,898		
Net Revenue	**$4,750,433**	**$1,866,957**	**$6,617,390**	**$7,463,540**	**($846,150)**
Examples					
Residential					
1,500 sq. ft.	$47.55	$18.75	$66.30	$84.15	**($17.85)**
2,000 sq. ft.	$63.40	$25.00	$88.40	$112.20	**($23.80)**
2,500 sq. ft.	$79.25	$31.25	$110.50	$140.25	**($29.75)**
Commercial - 5,000 sq. ft.	$543.00	$213.50	$756.50	$420.70	**$335.80**
Industrial/Warehouse - 5,000 sq. ft.	$88.00	$34.50	$122.50	$360.45	**($237.95)**
Institutional - 5,000 sq. ft.	$803.50	$316.00	$1,119.50	$420.70	**$698.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1
100% Funding

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0634	$0.0300	$0.0934	$0.0561	$0.0373
Commercial	$0.2172	$0.1027	$0.3199	$0.0841	$0.2358
Industrial/Warehouse	$0.0351	$0.0166	$0.0517	$0.0721	($0.0204)
Institutional	$0.3213	$0.1519	$0.4732	$0.0841	$0.3891
Vacant Land	$51.15	$24.17	$75.32	$28.8400	$46.4800
Total	$10,625,968	$5,021,424	$15,647,392		
Government Exemption Buy-Down	$800,679	$378,489	$1,179,168		
Net Certified Revenue	$9,825,289	$4,642,935	$14,468,224	**$7,463,540**	**$7,004,684**
Institutional Rate Buy-Down to Commercial Rate	$323,911	$153,088	$476,999		
Net Revenue	$9,501,378	$4,489,847	$13,991,225	**$7,463,540**	**$6,527,685**
Examples					
Residential					
1,500 sq. ft.	$95.10	$45.00	$140.10	$84.15	**$55.95**
2,000 sq. ft.	$126.80	$60.00	$186.80	$112.20	**$74.60**
2,500 sq. ft.	$158.50	$75.00	$233.50	$140.25	**$93.25**
Commercial - 5,000 sq. ft.	$1,086.00	$513.50	$1,599.50	$420.70	**$1,178.80**
Industrial/Warehouse - 5,000 sq. ft.	$175.50	$83.00	$258.50	$360.45	**($101.95)**
Institutional - 5,000 sq. ft.	$1,606.50	$759.50	$2,366.00	$420.70	**$1,945.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1
83.93% Fire Operations; 100% Capital

	Fire Operations	Capital	Total		
Category	**Rate**	**Rate**	**Rate**	**Current Rate**	**Difference**
Residential	$0.0532	$0.0300	$0.0832	$0.0561	$0.0271
Commercial	$0.1823	$0.1027	$0.2850	$0.0841	$0.2009
Industrial/Warehouse	$0.0295	$0.0166	$0.0461	$0.0721	($0.0260)
Institutional	$0.2697	$0.1519	$0.4216	$0.0841	$0.3375
Vacant Land	$42.93	$24.17	$67.10	$28.8400	$38.2600
Total	$8,918,375	$5,021,424	$13,939,799		
Government Exemption Buy-Down	$672,062	$378,489	$1,050,551		
Net Certified Revenue	$8,246,313	$4,642,935	$12,889,247	**$7,463,540**	**$5,425,707**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$153,088	$425,036		
Net Revenue	$7,974,365	$4,489,847	$12,464,212	**$7,463,540**	**$5,000,672**
Examples					
Residential					
1,500 sq. ft.	$79.80	$45.00	$124.80	$84.15	**$40.65**
2,000 sq. ft.	$106.40	$60.00	$166.40	$112.20	**$54.20**
2,500 sq. ft.	$133.00	$75.00	$208.00	$140.25	**$67.75**
Commercial - 5,000 sq. ft.	$911.50	$513.50	$1,425.00	$420.70	**$1,004.30**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$83.00	$230.50	$360.45	**($129.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$759.50	$2,108.00	$420.70	**$1,687.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1
80% Fire Operations; 80% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0507	$0.0240	$0.0747	$0.0561	$0.0186
Commercial	$0.1738	$0.0822	$0.2560	$0.0841	$0.1719
Industrial/Warehouse	$0.0281	$0.0133	$0.0414	$0.0721	($0.0307)
Institutional	$0.2571	$0.1215	$0.3786	$0.0841	$0.2945
Vacant Land	$40.92	$19.34	$60.26	$28.8400	$31.4200
Total	$8,500,774	$4,017,139	$12,517,914		
Government Exemption Buy-Down	$640,647	$302,809	$943,456		
Net Certified Revenue	$7,860,128	$3,714,330	$11,574,458	**$7,463,540**	**$4,110,918**
Institutional Rate Buy-Down to Commercial Rate	$259,191	$122,283	$381,474		
Net Revenue	$7,600,937	$3,592,047	$11,192,984	**$7,463,540**	**$3,729,444**
Examples					
Residential					
1,500 sq. ft.	$76.05	$36.00	$112.05	$84.15	**$27.90**
2,000 sq. ft.	$101.40	$48.00	$149.40	$112.20	**$37.20**
2,500 sq. ft.	$126.75	$60.00	$186.75	$140.25	**$46.50**
Commercial - 5,000 sq. ft.	$869.00	$411.00	$1,280.00	$420.70	**$859.30**
Industrial/Warehouse - 5,000 sq. ft.	$140.50	$66.50	$207.00	$360.45	**($153.45)**
Institutional - 5,000 sq. ft.	$1,285.50	$607.50	$1,893.00	$420.70	**$1,472.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1
70% Fire Operations; 70% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0444	$0.0210	$0.0654	$0.0561	$0.0093
Commercial	$0.1521	$0.0719	$0.2240	$0.0841	$0.1399
Industrial/Warehouse	$0.0246	$0.0117	$0.0363	$0.0721	($0.0358)
Institutional	$0.2250	$0.1063	$0.3313	$0.0841	$0.2472
Vacant Land	$35.80	$16.92	$52.72	$28.8400	$23.8800
Total	$7,438,178	$3,514,997	$10,953,174		
Government Exemption Buy-Down	$560,612	$264,928	$825,540		
Net Certified Revenue	$6,877,566	$3,250,069	$10,127,634	**$7,463,540**	**$2,664,094**
Institutional Rate Buy-Down to Commercial Rate	$226,831	$107,037	$333,868		
Net Revenue	$6,650,735	$3,143,032	$9,793,766	**$7,463,540**	**$2,330,226**
Examples					
Residential					
1,500 sq. ft.	$66.60	$31.50	$98.10	$84.15	**$13.95**
2,000 sq. ft.	$88.80	$42.00	$130.80	$112.20	**$18.60**
2,500 sq. ft.	$111.00	$52.50	$163.50	$140.25	**$23.25**
Commercial - 5,000 sq. ft.	$760.50	$359.50	$1,120.00	$420.70	**$699.30**
Industrial/Warehouse - 5,000 sq. ft.	$123.00	$58.50	$181.50	$360.45	**($178.95)**
Institutional - 5,000 sq. ft.	$1,125.00	$531.50	$1,656.50	$420.70	**$1,235.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1
60% Fire Operations; 60% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0380	$0.0180	$0.0560	$0.0561	($0.0001)
Commercial	$0.1304	$0.0616	$0.1920	$0.0841	$0.1079
Industrial/Warehouse	$0.0211	$0.0100	$0.0311	$0.0721	($0.0410)
Institutional	$0.1928	$0.0912	$0.2840	$0.0841	$0.1999
Vacant Land	$30.69	$14.51	$45.20	$28.8400	$16.3600
Total	$6,375,581	$3,012,854	$9,388,435		
Government Exemption Buy-Down	$480,481	$227,209	$707,690		
Net Certified Revenue	$5,895,100	$2,785,645	$8,680,746	**$7,463,540**	**$1,217,206**
Institutional Rate Buy-Down to Commercial Rate	$194,160	$92,101	$286,261		
Net Revenue	$5,700,940	$2,693,544	$8,394,484	**$7,463,540**	**$930,944**
Examples					
Residential					
1,500 sq. ft.	$57.00	$27.00	$84.00	$84.15	**($0.15)**
2,000 sq. ft.	$76.00	$36.00	$112.00	$112.20	**($0.20)**
2,500 sq. ft.	$95.00	$45.00	$140.00	$140.25	**($0.25)**
Commercial - 5,000 sq. ft.	$652.00	$308.00	$960.00	$420.70	**$539.30**
Industrial/Warehouse - 5,000 sq. ft.	$105.50	$50.00	$155.50	$360.45	**($204.95)**
Institutional - 5,000 sq. ft.	$964.00	$456.00	$1,420.00	$420.70	**$999.30**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1
50% Fire Operations; 50% Capital

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0317	$0.0150	$0.0467	$0.0561	($0.0094)
Commercial	$0.1086	$0.0514	$0.1600	$0.0841	$0.0759
Industrial/Warehouse	$0.0176	$0.0083	$0.0259	$0.0721	($0.0462)
Institutional	$0.1607	$0.0760	$0.2367	$0.0841	$0.1526
Vacant Land	$25.58	$12.09	$37.67	$28.8400	$8.8300
Total	$5,312,984	$2,510,712	$7,823,696		
Government Exemption Buy-Down	$400,440	$189,362	$589,802		
Net Certified Revenue	$4,912,544	$2,321,350	$7,233,894	**$7,463,540**	**($229,646)**
Institutional Rate Buy-Down to Commercial Rate	$162,111	$76,544	$238,655		
Net Revenue	$4,750,433	$2,244,806	$6,995,239	**$7,463,540**	**($468,301)**
Examples					
Residential					
1,500 sq. ft.	$47.55	$22.50	$70.05	$84.15	**($14.10)**
2,000 sq. ft.	$63.40	$30.00	$93.40	$112.20	**($18.80)**
2,500 sq. ft.	$79.25	$37.50	$116.75	$140.25	**($23.50)**
Commercial - 5,000 sq. ft.	$543.00	$257.00	$800.00	$420.70	**$379.30**
Industrial/Warehouse - 5,000 sq. ft.	$88.00	$41.50	$129.50	$360.45	**($230.95)**
Institutional - 5,000 sq. ft.	$803.50	$380.00	$1,183.50	$420.70	**$762.80**

Capital Replacement Options

		Annual Revenue Required
Option 1 – 15 Year Apparatus; 5 Year Staff		
	5-Year Average	$5,021,424
	5-Year Total -- $22,496,792	
	Financed @ 5% interest for 15 Years – annual debt service	$2,167,392
	Financed @ 5% interest for 20 Years – annual debt service	$1,805,201
Option 2 – 20 Year Apparatus; 8 Year Staff		
	5-Year Average	$4,176,442
	5-Year Total -- $18,711,136	
	Financed @ 5% interest for 15 Years – annual debt service	$1,802,674
	Financed @ 5% interest for 20 Years – annual debt service	$1,501,430
Option 3 – 25 Year Apparatus; 10 Year Staff		
	5-Year Average	$2,645,212
	5-Year Total -- $11,850,977	
	Financed @ 5% interest for 15 Years – annual debt service	$1,141,750
	Financed @ 5% interest for 20 Years – annual debt service	$950,953

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3 – 15-Year Debt Service
83.93% Fire Operations; $1,141,750 Capital Debt Service

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0532	$0.0069	$0.0601	$0.0561	$0.0040
Commercial	$0.1823	$0.0234	$0.2057	$0.0841	$0.1216
Industrial/Warehouse	$0.0295	$0.0038	$0.0333	$0.0721	($0.0388)
Institutional	$0.2697	$0.0346	$0.3043	$0.0841	$0.2202
Vacant Land	$42.93	$5.50	$48.43	$28.8400	$19.5900
Total	**$8,918,375**	**$1,141,750**	**$10,060,125**		
Government Exemption Buy-Down	**$672,062**	**$86,201**	**$758,263**		
Net Certified Revenue	**$8,246,313**	**$1,055,549**	**$9,301,862**	**$7,463,540**	**$1,838,322**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$34,849	$306,798		
Net Revenue	**$7,974,365**	**$1,020,700**	**$8,995,065**	**$7,463,540**	**$1,531,525**
Examples					
Residential					
1,500 sq. ft.	$79.80	$10.35	$90.15	$84.15	**$6.00**
2,000 sq. ft.	$106.40	$13.80	$120.20	$112.20	**$8.00**
2,500 sq. ft.	$133.00	$17.25	$150.25	$140.25	**$10.00**
Commercial - 5,000 sq. ft.	$911.50	$117.00	$1,028.50	$420.70	**$607.80**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$19.00	$166.50	$360.45	**($193.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$173.00	$1,521.50	$420.70	**$1,100.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 3 – 20-Year Debt Service
83.93% Fire Operations; $950,953 Capital Debt Service

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0532	$0.0057	$0.0589	$0.0561	$0.0028
Commercial	$0.1823	$0.0195	$0.2018	$0.0841	$0.1177
Industrial/Warehouse	$0.0295	$0.0032	$0.0327	$0.0721	($0.0394)
Institutional	$0.2697	$0.0288	$0.2985	$0.0841	$0.2144
Vacant Land	$42.93	$4.58	$47.51	$28.8400	$18.6700
Total	**$8,918,375**	**$950,953**	**$9,869,328**		
Government Exemption Buy-Down	**$672,062**	**$71,775**	**$743,837**		
Net Certified Revenue	**$8,246,313**	**$879,178**	**$9,125,491**	**$7,463,540**	**$1,661,951**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$28,937	$300,886		
Net Revenue	**$7,974,365**	**$850,240**	**$8,824,605**	**$7,463,540**	**$1,361,065**
Examples					
Residential					
1,500 sq. ft.	$79.80	$8.55	$88.35	$84.15	**$4.20**
2,000 sq. ft.	$106.40	$11.40	$117.80	$112.20	**$5.60**
2,500 sq. ft.	$133.00	$14.25	$147.25	$140.25	**$7.00**
Commercial - 5,000 sq. ft.	$911.50	$97.50	$1,009.00	$420.70	**$588.30**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$16.00	$163.50	$360.45	**($196.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$144.00	$1,492.50	$420.70	**$1,071.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2 – 15-Year Debt Service
83.93% Fire Operations; $1,802,674 Capital Debt Service

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0532	$0.0108	$0.0640	$0.0561	$0.0079
Commercial	$0.1823	$0.0369	$0.2192	$0.0841	$0.1351
Industrial/Warehouse	$0.0295	$0.0060	$0.0355	$0.0721	($0.0366)
Institutional	$0.2697	$0.0546	$0.3243	$0.0841	$0.2402
Vacant Land	$42.93	$8.68	$51.61	$28.8400	$22.7700
Total	**$8,918,375**	**$1,802,674**	**$10,721,049**		
Government Exemption Buy-Down	**$672,062**	**$136,010**	**$808,072**		
Net Certified Revenue	**$8,246,313**	**$1,666,664**	**$9,912,977**	**$7,463,540**	**$2,449,437**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$55,074	$327,023		
Net Revenue	**$7,974,365**	**$1,611,590**	**$9,585,954**	**$7,463,540**	**$2,122,414**
Examples					
Residential					
1,500 sq. ft.	$79.80	$16.20	$96.00	$84.15	**$11.85**
2,000 sq. ft.	$106.40	$21.60	$128.00	$112.20	**$15.80**
2,500 sq. ft.	$133.00	$27.00	$160.00	$140.25	**$19.75**
Commercial - 5,000 sq. ft.	$911.50	$184.50	$1,096.00	$420.70	**$675.30**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$30.00	$177.50	$360.45	**($182.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$273.00	$1,621.50	$420.70	**$1,200.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 2 – 20-Year Debt Service
83.93% Fire Operations; $1,501,430 Capital Debt Service

Category	Fire Operations Rate	Capital Rate	Total Rate	Current Rate	Difference
Residential	$0.0532	$0.0090	$0.0622	$0.0561	$0.0061
Commercial	$0.1823	$0.0307	$0.2130	$0.0841	$0.1289
Industrial/Warehouse	$0.0295	$0.0050	$0.0345	$0.0721	($0.0376)
Institutional	$0.2697	$0.0454	$0.3151	$0.0841	$0.2310
Vacant Land	$42.93	$7.23	$50.16	$28.8400	$21.3200
Total	**$8,918,375**	**$1,501,430**	**$10,419,805**		
Government Exemption Buy-Down	**$672,062**	**$113,165**	**$785,227**		
Net Certified Revenue	**$8,246,313**	**$1,388,265**	**$9,634,578**	**$7,463,540**	**$2,171,038**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$45,740	$317,688		
Net Revenue	**$7,974,365**	**$1,342,525**	**$9,316,890**	**$7,463,540**	**$1,853,350**
Examples					
Residential					
1,500 sq. ft.	$79.80	$13.50	$93.30	$84.15	**$9.15**
2,000 sq. ft.	$106.40	$18.00	$124.40	$112.20	**$12.20**
2,500 sq. ft.	$133.00	$22.50	$155.50	$140.25	**$15.25**
Commercial - 5,000 sq. ft.	$911.50	$153.50	$1,065.00	$420.70	**$644.30**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$25.00	$172.50	$360.45	**($187.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$227.00	$1,575.50	$420.70	**$1,154.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1 – 15-Year Debt Service
83.93% Fire Operations; $2,167,392 Capital Debt Service

	Fire Operations	Capital	Total		
Category	**Rate**	**Rate**	**Rate**	**Current Rate**	**Difference**
Residential	$0.0532	$0.0130	$0.0662	$0.0561	$0.0101
Commercial	$0.1823	$0.0443	$0.2266	$0.0841	$0.1425
Industrial/Warehouse	$0.0295	$0.0072	$0.0367	$0.0721	($0.0354)
Institutional	$0.2697	$0.0656	$0.3353	$0.0841	$0.2512
Vacant Land	$42.93	$10.44	$53.37	$28.8400	$24.5300
Total	**$8,918,375**	**$2,167,392**	**$11,085,767**		
Government Exemption Buy-Down	**$672,062**	**$163,447**	**$835,509**		
Net Certified Revenue	**$8,246,313**	**$2,003,945**	**$10,250,258**	**$7,463,540**	**$2,786,718**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$66,276	$338,224		
Net Revenue	$7,974,365	$1,937,669	$9,912,034	**$7,463,540**	**$2,448,494**
Examples					
Residential					
1,500 sq. ft.	$79.80	$19.50	$99.30	$84.15	**$15.15**
2,000 sq. ft.	$106.40	$26.00	$132.40	$112.20	**$20.20**
2,500 sq. ft.	$133.00	$32.50	$165.50	$140.25	**$25.25**
Commercial - 5,000 sq. ft.	$911.50	$221.50	$1,133.00	$420.70	**$712.30**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$36.00	$183.50	$360.45	**($176.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$328.00	$1,676.50	$420.70	**$1,255.80**

Breakdown Rates – Fire Operations and Capital Replacement
Capital Option 1 – 20-Year Debt Service
83.93% Fire Operations; $1,805,201 Capital Debt Service

	Fire Operations	Capital	Total		
Category	**Rate**	**Rate**	**Rate**	**Current Rate**	**Difference**
Residential	$0.0532	$0.0108	$0.0640	$0.0561	$0.0079
Commercial	$0.1823	$0.0369	$0.2192	$0.0841	$0.1351
Industrial/Warehouse	$0.0295	$0.0060	$0.0355	$0.0721	($0.0366)
Institutional	$0.2697	$0.0546	$0.3243	$0.0841	$0.2402
Vacant Land	$42.93	$8.69	$51.62	$28.8400	$22.7800
Total	**$8,918,375**	**$1,805,201**	**$10,723,576**		
Government Exemption Buy-Down	**$672,062**	**$136,057**	**$808,119**		
Net Certified Revenue	**$8,246,313**	**$1,669,144**	**$9,915,457**	**$7,463,540**	**$2,451,917**
Institutional Rate Buy-Down to Commercial Rate	$271,948	$55,074	$327,023		
Net Revenue	$7,974,365	$1,614,070	$9,588,434	**$7,463,540**	**$2,124,894**
Examples					
Residential					
1,500 sq. ft.	$79.80	$16.20	$96.00	$84.15	**$11.85**
2,000 sq. ft.	$106.40	$21.60	$128.00	$112.20	**$15.80**
2,500 sq. ft.	$133.00	$27.00	$160.00	$140.25	**$19.75**
Commercial - 5,000 sq. ft.	$911.50	$184.50	$1,096.00	$420.70	**$675.30**
Industrial/Warehouse - 5,000 sq. ft.	$147.50	$30.00	$177.50	$360.45	**($182.95)**
Institutional - 5,000 sq. ft.	$1,348.50	$273.00	$1,621.50	$420.70	**$1,200.80**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Jennifer Codo-Salisbury, Executive Director of Central Florida Regional Planning Council** **Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of a Planning Advisory Services Agreement with the Central Florida Regional Planning Council (CFRPC) to complete an Evaluation and Appraisal Report (EAR) of the County's Comprehensive Plan.**

STATEMENT OF ISSUE

Highlands County adopted the County's 2030 Comprehensive Plan (Plan) in 2010. The Evaluation and Appraisal Report (EAR) process will provide evaluation of the Plan through the next 20 years to the Year 2050 consistent with Florida Statutes.

The EAR process allows the County to address existing inconsistencies, and development and planning trends. Visioning sessions will be held and will include the community and stakeholders. The final product will be a complete Evaluation and Appraisal Report (EAR) consistent with Section 163.3177, Florida Statutes. The EAR will include updated data and analysis required for each element of the Comprehensive Plan. The EAR will also include documentation of community visioning and identify needed amendments to the Comprehensive Plan for the 20-year planning horizon.

RECOMMENDED ACTION

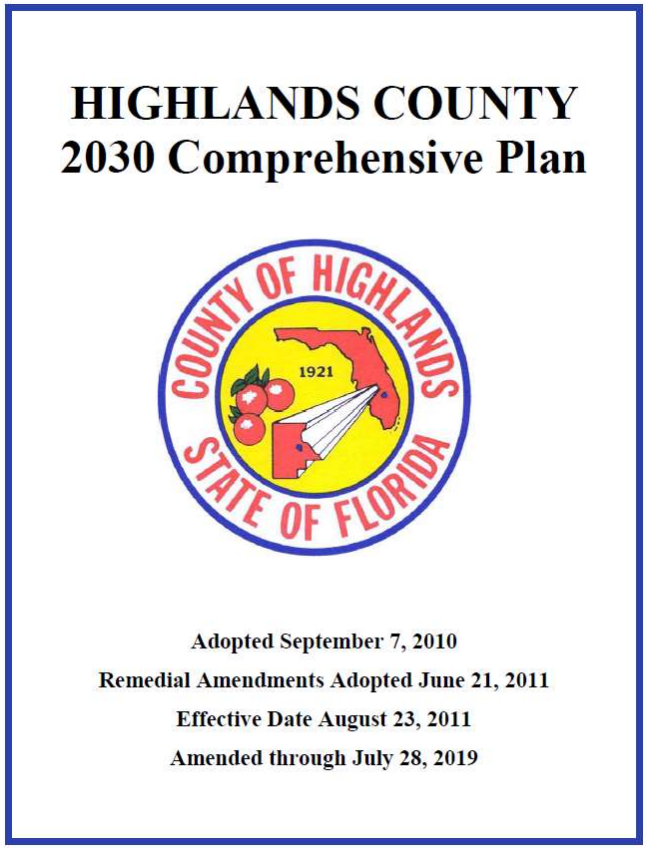
Move to approve the Planning Advisory Services Agreement with the Central Florida Regional Planning Council (CFRPC) to complete an Evaluation and Appraisal Report (EAR) of the County's Comprehensive Plan.

FISCAL IMPACT

The fiscal impact will be a fee of $65,000.00 from Cost Center 2700 Project 23049.

Attachments: CFRPC Comp Plan EAR Report.pdf
PASA CFRPC.pdf

Comprehensive Plan
Evaluation & Appraisal Report



- Required by Chapter 163.3291, FS
  - Evaluate Comprehensive Plan every 7 years
- Sets foundation for Plan Update to 2050 Horizon Year.
- Review progress toward meeting goals, objectives, and policies. Identify needed changes.
- Address community concerns and goals.

Highlands County 2050!

- Update Data & Analysis for each Plan Element (10 and 20-Year Planning Timeframes)
  - Respond to changing conditions and trends.
  - Reflect changes required by Florida Statutes.
- Facilitate Community Engagement
- Identify opportunities and challenges related to current and future growth of the County.
- EAR Notification Letter to FloridaCommerce

Schedule

- Summer 2024:
  - Data & Analysis for each Plan Element (10 and 20-Year Planning Timeframes)
  - EAR Notification Letter to Florida Commerce
- Late Summer/Early Fall 2024:
  - Community Engagement
- Early Spring 2025:
  - Completed Evaluation & Appraisal Report

PLANNING ADVISORY SERVICES AGREEMENT

with the

HIGHLANDS COUNTY

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and **Highlands County** (hereinafter referred to as the "COUNTY").

BACKGROUND

A. The COUNTY desires to engage the COUNCIL to provide professional planning services to assist the COUNTY in preparing the Comprehensive Plan Evaluation and Appraisal Report consistent with Section 163.3177, Florida Statutes; all of which is detailed in Attachment A, – Scope of Work, and is a part of this Agreement.

B. The COUNCIL desires to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

I. GENERAL

The COUNTY engages the COUNCIL to assist the COUNTY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the COUNTY.

II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

III. COMPENSATION

This is a fixed fee agreement. The fixed fee for conducting the Comprehensive Plan Evaluation and Appraisal Report (Attachment A). As consideration for performance of all work rendered under this Agreement, the COUNTY agrees to pay a fixed fee of **$65,000 (sixty-five thousand dollars)** to be paid in four (4) payments, beginning upon execution of this agreement with a final payment due December 31, 2024. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the COUNTY. Payments will be due as follows:

Upon Execution of Agreement	$15,000
July 1, 2024	$15,000
October 1, 2024	$15,000
December 31, 2024	$20,000

All fees and payments for additional Scope of Work, if required, shall be negotiated.

IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

V. MODIFICATION OF AGREEMENT

A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the COUNTY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

B. Any extensions of the Agreement shall be mutually agreed upon by and between the COUNTY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

VI. TERMINATION

A. This Agreement may be terminated by the written mutual consent of the parties.

B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

VII. COMPLIANCE WITH LAWS

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

VIII. PERSONNEL

A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.

B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

IX. EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, the COUNCIL 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 COUNCIL 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 COUNCIL stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the COUNCIL 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 COUNCIL'S breach of this provision, any and all such costs shall be paid by the COUNCIL immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

X. DATA TO BE FURNISHED TO COUNCIL

Upon reasonable request of the COUNCIL, the COUNTY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

XI. RIGHT TO WORK PRODUCTS

Copies of all work products shall become the property of the COUNTY.

XII. ASSIGNMENT

This Agreement shall not be assignable.

XIII. TERMS AND CONDITIONS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the COUNTY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

HIGHLANDS COUNTY

By: _____

_____
Witness

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury (May 7, 2024 08:44 EDT)
Jennifer Codo-Salisbury
Executive Director

Marybeth Soderstrom
_____
Witness

Approved as to legal form and sufficiency:

_____
County Attorney

_____
Council Attorney

Attachment A

Highlands County
SCOPE OF WORK FOR FY 2023-2024

COMPREHENSIVE PLAN EVALUATION AND APPRAISAL REPORT

I. PROJECT ORIENTATION, ISSUES AND OPPORTUNITIES IDENTIFICATION, AND PUBLIC PARTICIPATION

A. The COUNCIL shall conduct a publicly noticed Project Orientation Workshop to: (1) present a summary of the purpose and process for preparing an Evaluation and Appraisal Report of the County's Comprehensive Plan; and (2) present, discuss and seek public input regarding issues and opportunities related to the County's currently adopted Comprehensive Plan.

B. The COUNCIL shall conduct an initial evaluation and appraisal of the currently adopted Highlands County Comprehensive Plan (Comprehensive Plan), and prepare an "Initial Evaluation Report of County Comprehensive Plan" (Initial Evaluation Report) that includes the following information: (1) identifies changes needed to the Comprehensive Plan to meet new state requirements in Chapter 163, Part II, Florida Statutes, since the Comprehensive Plan was last updated; (2) identifies changes needed to the Comprehensive Plan in response to changes in local conditions; (3) identifies changes that are needed to the adopted portion of the Comprehensive Plan (goals, objectives, policies, Future Land Use Map (map series), Future Transportation Map (map series), any other adopted maps, figures and tables) and changes/updates that are needed to the supporting data and analysis of each element of the Comprehensive Plan; (4) identifies changes that are needed to the Comprehensive Plan to establish a 20-year long-term planning period; and (5) identifies the basis for each identified change to the Comprehensive Plan.

The Initial Evaluation Report shall be based on: (1) current requirements of Chapter 163, Part II, Florida Statutes, for a local government comprehensive plan; (2) the Highlands County intent to establish a 20-year long-term planning period; (3) issues and opportunities identified at the Project Orientation Workshop, and public input from the Project Orientation Workshop; (4) a summary review of land development and planning trends relevant to the County; and (5) a summary review of innovative land use practices relevant to the County. The Initial Evaluation Report may identify changes that are needed to the Comprehensive Plan in a summary manner for each Comprehensive Plan element.

II. SUBMITTAL OF EAR NOTIFICATION LETTER

By August 1, 2024, the COUNCIL shall prepare an Evaluation and Appraisal notification letter to the State consistent with Florida Statutes 163.3191(1) The notification letter package will include:

- Notification that amendments are necessary to reflect a minimum planning period of at least 10 years and to reflect changes in state requirements.

- An affidavit, signed by the Highlands County BOCC Chair, attesting that all elements of the comprehensive plan comply, certifying that the adopted comprehensive plan contains the minimum planning period of 10 years, and citing the source and date of the population projections used in establishing the 10-year planning period.

II. DATA AND ANALYSIS REPORT

The COUNCIL shall prepare a "Data and Analysis Report" that includes an update of the data and analysis of each element of the Highlands County Comprehensive Plan based on the following:

(1) the requirements of Section 163.3177, Florida Statutes (F.S.);
(2) the elements of the Comprehensive Plan shall be coordinated and consistent, and the need to support each element of the Comprehensive Plan with relevant and appropriate data and analysis;
(3) the Initial Evaluation Report;
(4) the intent to establish a 20-year long-term planning period and the need to update the data and analysis of each element of the Comprehensive Plan to support a 20-year planning period;
(5) population estimates and projections consistent with the requirements of Sections 163.3177(1)(f)3., and 163.3177(2), F.S.;
(6) public facilities planning for roads, potable water, sanitary sewer, solid waste, stormwater management and recreation facilities consistent with the requirements of Sections 163.3177(6)(b), (c) and (e), F.S.;
(7) future land use element data and analysis consistent with the requirements of Section 163.3177(6)(a)2., F.S.;
(8) housing element data and analysis consistent with the requirements of Section 163.3177(6)(f)(2), F.S.;
(9) conservation element data and analysis consistent with the requirements of Section 163.3177(6)(d), F.S.; and
(10) capital improvements element data and analysis consistent with the requirements of Section 163.3177(3), F.S.

III. VISIONING WORKSHOP; RECOMMENDED COMPREHENSIVE PLAN AMENDMENTS REPORT

A. The COUNCIL shall conduct a publicly noticed Visioning Workshop to: (1) present and seek public input regarding concepts for the Highlands County 20-year Comprehensive Plan; and (2) present the Data and Analysis Report.

B. The COUNCIL shall prepare a "Recommended Comprehensive Plan Amendments Report" that identifies recommended amendments to Highlands County Comprehensive Plan and is based on the following:

(1) Initial Evaluation Report;
(2) Data and Analysis Report;
(3) public input received at the Visioning Workshop and received on the grant project webpage; and
(4) any other information deemed appropriate.

The Recommended Comprehensive Plan Amendments Report shall include the following information: (1) identifies amendments needed to the Comprehensive Plan to meet new state requirements in Chapter 163, Part II, Florida Statutes, since the Comprehensive Plan was last updated; (2) identifies amendments needed to the Comprehensive Plan in response to changes in local conditions; (3) identifies amendments that are needed to the adopted portion of the Comprehensive Plan (goals, objectives, policies, Future Land Use Map (map series), Future Transportation Map (map series), any other adopted maps, figures and tables) and changes/updates that are needed to the supporting data and analysis of each element of the Comprehensive Plan; and (4) identifies amendments that are needed to the Comprehensive Plan to establish a 20-year long-term planning period.

The Recommended Comprehensive Plan Amendments Report may identify amendments that are needed to the Comprehensive Plan in a summary manner for each Comprehensive Plan element without providing a verbatim complete change in strike-through and underline format for the specific Comprehensive Plan item that is identified for amendment (thus, a verbatim draft of the text of each specific amendment is not required to be included in the Recommended Comprehensive Plan Amendments Report).

IV. COMPLETE EVALUATION AND APPRAISAL REPORT

The COUNCIL shall prepare a "Complete Evaluation and Appraisal Report" of the Highlands County Comprehensive Plan that includes the following information:
(1) Initial Evaluation Report of Comprehensive;
(2) Data and Analysis Report;
(3) Recommended Comprehensive Plan Amendments Report; and
(4) any additional information deemed appropriate.

PLANNING ADVISORY SERVICES AGREEMENT

Final Audit Report 2024-05-07

Created:	2024-05-07
By:	Marybeth Soderstrom (msoderstrom@cfrpc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL4INBPEb135-DMEg7E11bKyPWEsdUIpL

"PLANNING ADVISORY SERVICES AGREEMENT" History

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Agreement completed.

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Laurie A. Hurner, County Administrator** **Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Request Approval of Acknowledgment of Assignment between Waste Connections of Florida, Inc., Mammoth Enviro, LLC and Highlands County related to the Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility, dated June 3, 2016**

STATEMENT OF ISSUE

In January 2024, Waste Connections of Florida first notified County Administration of their desire to sell the assets used in the operation of its Sebring Sanitation business unit which also included that Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility, dated June 3, 2016, between Highlands County and Waste Connections of Florida, Inc., (the "Contract"). County Administration requested information related to Mammoth Enviro, LLC, the company proposing to assume responsibilities under the Contract, met with Waste Connections of Florida and Mammoth Enviro, LLC, and assessed all of the information received and determined that it could support the transfer of the Contract responsibilities from Waste Connections of Florida, Inc., to Mammoth Environ, LLC, provided certain conditions are met. The proposed Acknowledgment of Assignment allows the asset sale to include the purchase of the Contract but also allows the County to negotiate the terms of acceptance of the Assignment and to negotiate needed revisions to the Contract. Administration recommends approval of the Acknowledgment of Assignment.

RECOMMENDED ACTION

Move to approve the Acknowledgment of Assignment between Waste Connections of Florida, Inc., Mammoth Enviro, LLC and Highlands County related to the Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility, dated June 3, 2016, and authorize the Chairman to execute the same on behalf of Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Acknowledgement of assignment DAR signed final.pdf

ACKNOWLEDGMENT OF ASSIGNMENT

Waste Connections of Florida, Inc. (f/k/a Progressive Waste Solutions of FL, Inc.), a Delaware corporation ("WCF"), is planning to divest all of its assets used in the operation of its Sebring Sanitation business unit to Mammoth Enviro, LLC, a Delaware limited liability company ("Buyer"), pursuant to that certain Asset Purchase Agreement dated July 1, 2024 (the "Asset Purchase Agreement"), by and between WCF and Buyer (the "Sale"). Included as part of the Sale is WCF's rights and obligations under that certain Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility, dated June 3, 2016, by and between Highlands County, a political subdivision of the State of Florida ("County") and WCF, as amended by that First Amendment to Franchise Contract for Solid Waste and Recyclable Materials, dated August 18, 2021 (collectively, the "Contract").

The Sale is expected to close on or around July 1, 2024, (the "Closing"). The County hereby acknowledges that WCF and Buyer are contemplating the Sale and, upon Closing, the County agrees to accept the assignment of the Contract to Mammoth pursuant to the Asset Purchase Agreement and to simultaneously approve an amendment to the Contract to address the existing outstanding matters in the Contract on terms mutually agreeable to each of Mammoth and the County.

This Acknowledgment of Assignment shall be effective only upon the Closing pursuant to the Asset Purchase Agreement. If, for any reason, the Closing does not occur, neither the County, WCF or Buyer will have any obligation with respect to this Acknowledgment of Assignment or the matters that are the subject hereof.

[Signature Page Follows]

Waste Connections of Florida, Inc.

By: _____
Name: DAMIAN RIBAR
Title: DIVISION VICE-PRESIDENT
Date: 5/14/2024

HIGHLANDS COUNTY

By: _____
Name: Kevin Roberts
Title: Chairman
Date: _____

ATTEST:

_____
Jerome Kaszubowski
Clerk of Court

Mammoth Enviro, LLC

By: _____
Name: Jonathan Groot
Title: CEO
Date: 05/14/24

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:	**Laure A. Hurner, County Administrator** **Jonathan Harrison, Road and Bridge Director** **JD Langford, County Engineer**
SUBJECT/TITLE:	**Discussion and direction related to the transfer of Sun 'N Lake Boulevard in its entirety, (from Highway 27 to Balboa Boulevard) to the Sun N Lake Improvement District to include full ownership, liability, maintenance and future replacement.**

STATEMENT OF ISSUE

Highlands County currently owns and maintains Sun 'N Lake Boulevard. Sun 'N Lake Boulevard is the only roadway that within the Sun 'N Lake Improvement District ("District") which the County is responsible for maintaining. The District has requested that full ownership of Sun 'N Lake Boulevard (from Highway 27 to Balboa Boulevard), be transferred to the District as set forth in the attached letter dated March 27, 2024. In exchange, the District has requested that Highlands County pave the unpaved portion of Schumacher Road. Florida Statutes, Section 335.0416(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities. As such, by Agreement, all right of way and traffic control measures of Sun 'N Lake Boulevard will remain in place and may be transferred to the District for full ownership, liability, maintenance and future replacement. In addition, pavement of the unpaved portion of Schumacher Road would need to be completed as part of the County's regular paving schedule.

RECOMMENDED ACTION

Move to direct staff to draft the necessary documentation to transfer ownership of Sun 'N Lake Boulevard to the Sun 'N Lake Improvement District in its entirety (from Highway 27 to Balboa Boulevard) and commit to a schedule for paving the unpaved portion of Schumacher Road.

FISCAL IMPACT

The Fiscal Impact will be a reduction of $140,000 in maintenance costs over the next 15 years from the Road and Bridge and Engineering Signage and Striping budgets.

Attachments: SNLBlvd_Request.pdf

Raymond "Boz" Bossert, *General Manager*
Ariel Fells, *Director of Human Resources*
Coral Benka, *Director of Finance*
Cynthia Kramer, *Director of Community Development*
Melissa Dahl, *Board Secretary*

SUN 'N LAKE
FLORIDA'S CENTERPIECE COMMUNITY

Beverly Phillips, *President, Board of Supervisors*
Craig Herrick, *Vice President, Board of Supervisors*
Ray Brooks, *Board of Supervisors*
Greg Norton, *Board of Supervisors*
Dr. John McLaughlin, *Board of Supervisors*

27 March, 2024

Ms. Laurie Hurner, County Administrator
Highlands County
600 South Commerce Drive
Sebring FL 33870

Dear Ms. Hurner,

As mentioned to County leadership and Staff, the District requests that Sun 'N Lake Blvd be transferred to our full responsibility. This will be from Highway 27 to Balboa Blvd. all items and traffic control measures will remain in place and be transferred as well for future maintenance and replacement by the District.

It was mentioned that the County had some projects and funding (approx. $100K) they were to conduct and spend in 2024, we ask that these funds be transferred or projects completed prior to this transfer.

The District has full control of all the adjoining parcels along this Boulevard and has the deal with the residents and business on a daily basis, having positive control of the would help in these discussions. Also, all permitting along this street would fall under standing procedures and if required a county permit will be sought after for major repairs/adjustments.

Our Board of Supervisors is in full support of this endeavor and look forward to gaining full control and thus being responsible to our residents when they have issues. On 26 March 2024 at our monthly Board of Supervisor meeting, our Board voted unanimously to accept any offer of Sun 'N Lake Blvd. if offered. If any adjustment needs to be made to county plans, comprehensive plans or road maintenance plans we ask that this be reflected once approved by the County Commission.

Please feel free to reach out if you would like to discuss this request further or require additional information. I can be reached directly on my cellphone at 863-446-3364.

Sincerely,

Raymond "Boz" Bossert, General Manager

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of May 21, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: May 21, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from to May 21, 2024, to June 3, 2024

Attachments: