

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, June 07, 2022
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

Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, June 7, 2022, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Industrial Development Authority and Highlands County Economic Development Commission will meet on Wednesday, June 8, 2022, at 7:30 a.m. at the Jack Stroup Civic Center, 355 W. Center Avenue, Sebring

Highlands County Zoning Board of Adjustment and the Planning & Zoning Commission and Local Planning Agency will hold a Public Hearing on Tuesday, June 14, 2022, at 3:00 p.m., in the Commissioners Board Room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Proclamation recognizing June 12, 2022 as Women Veterans Day in Florida.*
Michelle Righeterink, Highlands County Veteran Services Specialist
No fiscal impact.
[WOMEN VETERANS DAY IN FLORIDA_2022.pdf](#)

6.B *Presentation of Employee of the Quarter, 4th Quarter of 2021*
Randy Vosburg, County Administrator
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.
[Elaine Wood nomination.docx](#)

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval of the minutes from the April 5, 2022, April 19, 2022, and May 3, 2022 regular meetings of the Board.*
[040522REG.pdf](#)
[041922REG.pdf](#)
[050322REG .pdf](#)
- 8.B *Request approval of Amendment 1 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003.*
Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this project (18009) was included in the FY 21/22 Adopted Budget approved on September 21, 2021.
[Amendment 1.pdf](#)
- 8.C *Request approval to reappoint John D. Haviland as a voting member to the Highlands County Health Facilities Authority.*
Ingrasherese Gardner, Community Programs Director
No fiscal impact.
[J. Haviland Application.pdf](#)
- 8.D *Solid Waste Department Job Description Revisions*
Clinton Howerton, Jr., P.E., County Engineer
No fiscal impact
[Revised Assistant to County Engineer_SW - Revised 5-19-22.pdf](#)
[Revised SW Operations Manager 05.19.22.pdf](#)
[Revised Landfill Crew Foreman 05.19.22.pdf](#)
[Revised Landfill Finish Operator - 5-19-22.pdf](#)
- 8.E *Request approval of the Fourth Addendum to Agreement for Insurance Agent of Record For Employee Health Benefits.*
Sherri L. Bennett, Human Resources Manager
There is no fiscal impact.
[042722 - Highlands County BOCC - Gehring Group - FOURTH ADDENDUM TO EXTEND GG AGREEMENT TO 6.19.2023 - signed by GG_.pdf](#)
[Gehring_Group_Contract_2018.pdf](#)
- 8.F *Request approval of the Agreement between City of Avon Park and Highlands County for Roadway Jurisdiction Transfer Agreement of South Lake Blvd.*
Clinton Howerton Jr., P.E., County Engineer
Sherry G. Sutphen, County Attorney
There will be an average \$4,800 per year reduction in maintenance expenses realized to Fund 110.
[Road Jurisdiction Agreement S Lake Blvd_05242022.pdf](#)
- 8.G *Request to approve and execute the plat of L & D Estates for recordation.*
Clinton Howerton, Jr., P.E., County Engineer
There will be no additional fiscal impact, N. Lake Drive and Bluff Hammock Road are

maintained by the County already.

[L & D Estates Location Map.pdf](#)

[L & D Estates Plat.pdf](#)

- 8.H *Request approval of the Affordable Housing Advisory Committee's (Committee) Review of the Local Housing Incentive Strategies Report and Authorize Submittal to the Florida Housing Finance Corporation.*
Ingrasherese A. Gardner, Community Programs Director
The Fiscal Impact of submitting the Housing Incentives Review and Recommendation Report to the Florida Housing Finance Corporation will ensure Highlands County remains in compliance with the State's SHIP Program regulations and remains eligible to receive annual allocation over the next three fiscal years. Highlands County received \$711,188 in Fiscal Year 2021 funding and the amount is anticipated to increase as the State's real estate market continues to improve.
[Affrd Hous Incen Strat Rprt FINAL 2022.pdf](#)
- 8.I *Request approval of Budget Amendment 21-22-081 for 2nd quarter FY 22 reemployment charges.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring \$3,025.00 from cost center 2111 (Central Services) to cost centers 2700 (County Planning) in the amount of \$3,025.00. In addition, there is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget as this budget amendment is realigning \$1,498.80 in cost center 4102 (Road & Bridge Service) and \$2,250.00 in cost center 4106 (ROW Maintenance) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation) in each cost center, totaling \$3,748.80. Lastly, there is no fiscal impact to Fund 180 (Building) or the overall budget as this budget amendment is realigning \$789.00 in cost center 3440A (Building Division) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).
[21-22-081 Reemployment Tax - 2nd Q 22 \(BA\).pdf](#)
- 8.J *Request approval of Budget Amendment 21-22-082 in the amount of \$72,445.46 to upgrade the Highlands County Solid Waste Department's Scale weighing and routing software.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring \$61,695.46 from the Solid Waste Reserve for Contingency account. In addition, there is no fiscal impact to Fund 420 (Energy Recovery Fund) as \$10,750.00 is being transferred from account 55211 to Project 21081 (Compuweigh Upgrade) as described above.
[21-22-082 Proj 21081 Compuweigh Upgrade \(BA\).pdf](#)
[21-22-082 Proj 21081 Compuweigh Upgrade \(Reserve\).pdf](#)
- 8.K *Request adoption of Resolution 21-22-115 for Budget Amendment 21-22-085 to realign funds for the Avon Park fuel site upgrades and E Winthrop Street roadway improvements.*
Jonathan Harrison, Road & Bridge Director
There is no additional fiscal impact to Fund 151 or the overall budget. This budget amendment is merely moving adopted funds from Project (20044) and various

reconstruct projects and re-appropriating said funds into Project 21093 and 21094. This amendment realigns \$141,529.91.

[21-22-085 R&B Transfer Proj Balances to 21093 & 21094_REVISED \(BA\).pdf](#)

[21-22-115R R&B Transfer Proj Balances to 21093 & 21094 \(RESOLUTION\).pdf](#)

- 8.L *Request adoption of Resolution 21-22-116 for Budget Amendment 21-22-086 for realigning funds and to appropriate Insurance Proceeds for a new motor and repairs for a Road and Bridge Dump truck.*

Jonathan Harrison, Road & Bridge Director

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of \$90,807.00 that will be appropriated in cost center 4102A (Transportation Projects), account 56400 (Machinery & Equipment) for the repair of the damaged dump truck.

[21-22-086 R&B Dump Truck Insurance Proceeds \(BA\).pdf](#)

[21-22-116R R&B Dump Truck Insurance Proceeds \(RESOLUTION\).pdf](#)

- 8.M *Request adoption of Resolution 21-22-118 for Supplemental Agreement #1 for Project 17062 - Sebring Parkway Phase IIA and Resolution 21-22-119 for Supplemental Agreement #2 for Project 17063 - Sebring Parkway Phase IIB.*

Clinton Howerton Jr., P.E., County Engineer

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or to the overall FY 21-22 budget as there are no monetary changes within these supplemental agreements.

[Res. 21.22.118_FDOT Project 429841-1-54-01.pdf](#)

[Res. 21.22.119_FDOT Project 433553-1-54-01.pdf](#)

- 8.N *Request approval to accept the resignation of County Administrator Randy Vosburg effective July 1, 2022, and to reduce his contractual obligation to submit his resignation from 60 days to 30 days prior to the effective date of the termination.*

Randy Vosburg, County Administrator

- 8.O *Request adoption of resolution 21-22-114 for Budget Amendment 21-22-084 to appropriate grant funds received for Projects 21082 and 21083.*

Leah Sauls, Director, Development Services Department

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$5,730.00. The grant funds are being appropriated in Project 21082 (ACL SE Open Corn Hole Tournament) and Project 21083 (Liqui Moly Pro Watercross), account 53400Z (Project Contractual Svcs) in the amounts of \$4,414.00 and \$1,316.00, respectively

[21-22-084 TDC Projs 21082_21083 \(BA\).pdf](#)

[21-22-114R TDC Projs 21082_21083 \(RESOLUTION\).pdf](#)

- 8.P *Request approval of Budget Amendment 21-22-087 to remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects with the remainder going into Project 20056 Transfer Out account for Health Insurance transfer and Reserve holding account for future allocation.*

Liz Barber, Legislative Affairs & Grants Coordinator

There is a \$0.00 fiscal impact. This action will remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects with the remainder going into Project 20056 Transfer Out account for Health Insurance transfer and Reserve holding account for future allocation.

[21-22-087 ARPA Project Reallocations_Additions \(BA\).pdf](#)
[21-22-117R ARPA Project Reallocation_Additions \(RESOLUTION\).pdf](#)

9 PUBLIC HEARING

- 9.A *Request adoption of Resolution 21-22-107 for closing a portion of a Platted unnamed alley across 913 CR 731.*
Clinton Howerton Jr., P.E., County Engineer
There is no fiscal Impact.
[VACATION of Alley Packet 913 CR 17_6-7-22.pdf](#)

10 ACTION AGENDA

- 10.A *Request approval of the Real Property Purchase Agreement between Highlands County and Gloria S. Crutchfield for the purchase of 12 acres located at 1500 Arbuckle Creek Road, Sebring, Florida 33870.*
Clinton Howerton Jr., P.E. - County Engineer
No fiscal impact. Funding is available in FY 2021/2022 for purchase of Right of Way.
[RPPA - Gloria Crutchfield.SGS.pdf](#)
- 10.B *Request Adoption of Resolution 21-22-121 limiting Large Vehicle traffic on Skipper Road between SR 66 and U.S. Highway 27.*
Clinton Howerton Jr., P.E., County Engineer
Sherry G. Sutphen, County Attorney
- Fiscal Impact to Fund 110 is \$300 for posting signage along Skipper Road.
[Skipper Rd Location Map.pdf](#)
[Resolution 21-22-121 Skipper Road Large Vehicle prohibition.SGS.docx](#)
- 10.C *Request approval and authorization to correct the setup of the newFY 21-22 EMS Matching Grant Project #21058.*
E. Laney Stearns, Public Safety Director
The fiscal impact is a decrease to Fund 005 (General) in the amount of \$35,177. However, additional Reserve for Contingency in the same amount is necessary to increase the county's match requirement of 25%, now totaling \$58,628.02 to secure a \$211,061 EMS Trust Grant.
[21-22-083 Proj 21058 EMS Matching Grant 21-22_CORRECTION \(BA\).pdf](#)
[21-22-113R Project 21058 EMS Matching Grant 21-22_CORRECTION \(RESOLUTION\).pdf](#)
[21-22-083 Proj 21058 EMS Matching Grant 21-22_CORRECTION \(Reserve\).pdf](#)

11 COUNTY ADMINISTRATOR AND LEGAL

- 11.A *Commissioner's Priorities and the Project Status Report.*
Randy Vosburg, County Administrator
There is no fiscal impact.
[Status - Commissioner's Priorities \(FINAL\) 06.07.2022.pdf](#)
[Status - Project Updates \(FINAL\) 06.07.2022.pdf](#)
- 11.B *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney

12 COMMISSIONERS

13 INFORMATIONAL

- 13.A *Florida Opioid Settlements Update*
David "Matthew" Raulerson, Assistant County Attorney
There is no fiscal impact.
- 13.B *Ordinance No. 21-22-21 to amend Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District*
Sherry G. Sutphen, County Attorney
The boundary expansion will increase the annual assessment revenue. The fiscal impact will vary based on proposed changes to the methodology, which is scheduled as a public hearing on June 21, 2022.
[Ord. 21.22.21_Sun N Lake Boundary.pdf](#)
- 13.C *Board payables from May 17, 2022 to June 6, 2022*

14 ADDENDUM

- 14.A *ACTION AGENDA 10. C. REVISED: Request to adopt Resolution 21-22-122 and approve the agreement between Board of County Commissioners of Highlands County (BCCHC) and Cobb Site Development, Inc., for the construction of the resurfacing project of W Stryker Rd from North Olivia Dr to US 27., Financial Project No. 436642-1-54-01/02, Project No. 18008, and ITB No. ITB-22-003, in the amount of \$2,189,224.33.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 151 (Local Gov't. Infrastructure Surtax) or the overall budget. The funding for this project (18008) was included in the adopted budget and approved by the Board on May 03, 2020.
[22-003 Stryker Road - Agreement v6-1-2022 Signed.pdf](#)
[Res. 21.22.122_Approving Cobb Agreement Stryker Road.SGS.pdf](#)
- 14.B *ACTION AGENDA 10.E ADDED: Request approval of E911 Grant from the State of Florida E911 Board in the Amount of \$812,572.31 for GIS Indoor Mapping & Sub-addressing, Mapping System Replacement, and System Upgrade for NG911.*
Shane Smith, Dispatch Director/E911 Coordinator
Positive fiscal impact of \$812,572.31. Additional fiscal impact details will be presented via budget amendment and resolution at the next meeting, pending this item's approval.
[GIS 911 Grant Letter.pdf](#)
[Highlands_S21-22-05-08_GeneralGrantAgreement2022.pdf](#)
[Highlands_S21-22-05-09_GeneralStateGrantAgreement2022.pdf](#)

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 Relay 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: June 7, 2022

PRESENTER: Michelle Rigterink, Highlands County Veteran Services Specialist

SUBJECT/TITLE: Proclamation recognizing June 12, 2022 as Women Veterans Day in Florida.

STATEMENT OF ISSUE

On June 12, 1948, President Harry Truman signed into law the Women's Armed Services Integration Act which enabled women to serve in all branches of the military. The State of Florida fully supports veterans and service members who call this great state home. Recognizing that Florida has the second largest population of women veterans in the United States, this proclamation salutes and honors the 162,000 women veterans who have made the commitment to protect the State and nation.

Women Veterans Day in Florida is an opportunity for Floridians and Americans to recognize the caliber of character and the courage of all women who have answered, and continue to answer, the call to serve in defense of the freedoms and values of the United States.

Therefore, the Board of County Commissioners of Highlands County declares June 12, 2022 as Women Veterans Day.

RECOMMENDED ACTION

Move to approve proclamation recognizing June 12, 2022 as Women Veterans Day in Florida.

FISCAL IMPACT

No fiscal impact.

Attachments: [WOMEN VETERANS DAY IN FLORIDA_2022.pdf](#)

WOMEN VETERANS DAY IN FLORIDA

WHEREAS, here in Florida, we fully support the veterans and service members who call our great state home; and

WHEREAS, with 1.5 million veterans living in Florida, we are recognized as one of the most military and veteran friendly states in the nation; and

WHEREAS, Florida is the second largest population of women veterans in the United States; we salute and honor our 162,000 women veterans who have made the commitment to protect our state and nation; and

WHEREAS, these women answered the call to serve, putting their lives on the line to ensure our nation remains the land of the free; and

WHEREAS, in 1948, President Harry Truman signed into law the Women's Armed Services Integration Act which enabled women to serve in all branches of the military; and

WHEREAS, Women Veterans Day in Florida is an opportunity for Floridians and Americans to recognize the caliber of character and the courage of all women who have answered, and continue to answer, the call to serve in defense of the freedoms and values that our nation holds dear.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County does hereby declare June 12, as Women Veterans Day.

DONE AND ADOPTED THIS 7th day of June 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

Kathleen G. Rapp, Chairperson

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Presentation of Employee of the Quarter, 4th Quarter of 2021

STATEMENT OF ISSUE

Human Resources received one (1) new Employee of the Quarter Nomination for the 4th quarter of 2021. There were nine (9) Nominations from the previous quarters that were still active. Human Resources tallied the votes submitted, the following employee was selected as the recipient of the Employee of the Quarter Award for the 4th Quarter. Elaine Wood, Human Resources Generalist.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Elaine Wood

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

Attachments: [Elaine Wood nomination.docx](#)

Elaine Wood – Human Resources Generalist

Elaine is the employee every department wishes they had. She goes out of her way to ensure all work is complete for the entire department. Elaine follows up on everything and ensures everyone has been included all with a smile on her face. Her positive attitude is unwavering. She assists with organization, training, answering questions, no matter how silly they may be, and so much more all with a positive attitude and never making the person feel like they are interrupting the 10,000 other things she has been tasked to do. A sincere thank you to Elaine for all you do, and Highlands County is so blessed to have you.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the April 5, 2022, April 19, 2022, and May 3, 2022 regular meetings of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the April 5, 2022, April 19, 2022, and May 3, 2022 regular meetings of the Board.

Attachments: [040522REG.pdf](#)
[041922REG.pdf](#)
[050322REG .pdf](#)

REGULAR MEETING OF THE BOARD, APRIL 5, 2022

1. The meeting was called to order at 9:01 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Chris Campbell
Commissioner Arlene Tuck

Also present: Randy Vosburg, County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by Pastor Todd Patterson, with Bible Fellowship Church.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Charley Martin, U.S. Army (Retired).

4. **ANNOUNCEMENTS**

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, April 5, 2022, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate, will be held at 1:30 p.m., on Wednesday, April 6, 2022, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a regular meeting at 3:30 p.m., on Thursday, April 7, 2022 at the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

The Highlands County Zoning Board of Adjustment and the Planning & Zoning Commission and Local Planning Agency will hold a Public Hearing on Tuesday, April 12, 2022 at 3:00 p.m., in the Commissioners Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Istokpoga Marsh Watershed Improvement District (IMWID) will hold a special meeting on April 21, 2022, from 5:30 p.m. – 6:30 p.m., at the Bert J. Harris, Jr. Agricultural Center, Conference Room #3, 4509 George Blvd., Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

Jerome Kaszubowski, Clerk of Courts, announced that the Popular Annual Financial Report (PAFR) is available on the Clerk's website at highlandsclerkfl.gov and provided an update on Operation Green Light, also known as Driver License Reinstatement Days, held March 31 & April 1, 2022. **See Clerk's website & SMB 147 Page 1.**

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

- A. **Request approval of a Proclamation recognizing April 10-16, 2022 as "Public Safety Telecommunicators Week".**

Sheriff Paul Blackman presented the request and read the Proclamation into the record. Sheriff Blackman also recognized the Sheriff's Office telecommunicators who were present.

Commissioner Kirouac moved approval to adopt a Proclamation recognizing April 10-16, 2022 as "Public Safety Telecommunicators Week". Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 1 & SMB 147 Page 2.**

B. Request approval of a Proclamation recognizing the week of April 3-9, 2022 as National Library Week.

Vikki Brown, Highlands Library System Manager & Heartland Library Cooperative Coordinator, presented the request and read the Proclamation into the record. Ms. Brown provided an update on the libraries' accomplishments and current goals.

Commissioner Campbell moved approval to adopt a Proclamation recognizing the week of April 3, 2022 as National Library Week. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 2 & SMB 147 Page 3.**

C. Request approval of a Proclamation recognizing April 2022 as The Fair Housing Month.

Ms. Sara Pipal, president-elect, Heartland Association of Realtors, presented the request and read the Proclamation into the record.

Commissioner Kirouac moved approval to adopt the Proclamation recognizing April 2022 as The Fair Housing Month. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 3 & SMB 147 Page 4.**

D. Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month".

Shawna Butler and Natalya Clemens, Heartland for Children, and Cynthia Acevedo, Healthy Families Program Manager, presented the request. Ms. Samantha Pollack, Healthy Families participant, shared a portion of her story and what this program means to her and her family, and read the Proclamation into the record.

Commissioner Roberts moved approval to adopt a Proclamation recognizing April as "Child Abuse Prevention Month". Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 4 & SMB 147 Page 5.**

E. Request approval of a Proclamation recognizing April as "National County Government Month".

Randy Vosburg, County Administrator, presented the request and read the Proclamation into the record.

Commissioner Roberts moved approval to adopt a Proclamation recognizing April as "National County Government Month". Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 5 & SMB 147 Page 6.**

F. Request approval of a Proclamation declaring the month of April 2022 as "Water Conservation Month" in Highlands County.

Ms. Cindy Rodriguez, Southwest Florida Water Management District, presented the request and shared the importance of water conservation during the month of April.

Commissioner Rapp thanked Ms. Rodriguez for her presentation and read the Proclamation into the record.

Commissioner Tuck moved approval to adopt a Proclamation declaring the month of April 2022 as “Water Conservation Month” in Highlands County. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 6 & SMB 147 Page 7.**

G. Highlands County Road Improvement Program

Jonathan Harrison, Road & Bridge Director, presented an update on the Road Improvement Program and Road Construction Analysis. **See SMB 147 Page 8.**

Mr. Harrison, County Administrator Randy Vosburg, County Attorney Sherry Sutphen, and County Engineer Clinton “Gator” Howerton, Jr. addressed questions raised by the Commission.

H. Presentation of the Annual Comprehensive Financial Report (ACFR) for fiscal year ending September 30, 2021.

Julie Fowler and Sarah Timmons with CliftonLarsonAllen, presented the Annual Comprehensive Financial Report for fiscal year ending September 30, 2021.

County Administrator Randy Vosburg recognized the CliftonLarsonAllen team and Clerk’s Accounting & Finance Director Sally Hood and staff for all their hard work.

Commissioner Kirouac moved approval of the Annual Comprehensive Financial Report (ACFR) for fiscal year ending September 30, 2021. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 147 Page 9 & Clerk’s website.**

7. PUBLIC COMMENT

Mr. William Rissmiller came before the Commission to address his concerns with off-road vehicles in reply to Sheriff Blackman’s presentation regarding ATVs in Highlands County on February 15, 2022. Mr. Rissmiller submitted copies on this topic to the Clerk to be made part of the permanent record. **See Citizens Not on the Agenda file.**

Sheriff Paul Blackman came before the Commission to address Mr. Rissmiller’s concerns and updated the Commission on what his department is doing so they may address who the violators are as they take these concerns very seriously.

Ms. Chantel Parris came before the Commission to address that presence is very important as community leaders in our community.

8. CONSENT AGENDA

Commissioner Kirouac moved approval of the consent agenda as presented. Commissioner Tuck seconded the motion.

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

- A. Request approval of the minutes from the March 15, 2022 regular meeting of the Board. See Clerk of Court’s website.**
- B. Request to reappoint two (2) regular voting members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z). See SMB 147 Page 10.**

- C. **Request approval of the License Agreement between Highlands County and Peace River Center for Personal Development, Inc. for the purpose of Domestic Violence Safehouse.** *See Peace River Center file.*
- D. **Request approval of a Memorandum of Understanding for the Heartland Regional Resiliency Coalition.** *See Central Florida Regional Planning Council file.*
- E. **Request adoption of Resolution No. 21-22-95 for supplement to the State-Funded Small County Road Assistance Grant Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County.** *See Res. Book 33 Page 7 & SMB 147 Page 11.*
- F. **Request approval to expend funds from the Special Law Enforcement Trust Fund.** *See SMB 147 Page 12.*
- G. **Request to approve and execute a Termination of Lease with the City of Sebring for the Girl Scout House property.** *See City of Sebring file, Lease Agreements file & County Deed 2022 file.*
- H. **Request approval of the Interlocal Agreement between Highlands County and the City of Sebring Related to Recycling.** *See City of Sebring file.*
- I. **Request adoption of Resolution 21-22-93 for Budget Amendment 21-22-063 to reallocate funds from Project # 20073 – Dispatch Console Upgrades to Project # 20085 – Supervisor of Elections Mail-In Election Process in the amount of \$7,955.00.** *See Res. Book 33 Page 8 & SMB 147 Page 13.*
- J. **Request approval of Budget Amendment 21-22-064 realigning budgeted funds within the Sheriff and Detention and Corrections cost centers for the purchase and/or replacement of capital equipment for the Sheriff's Office.** *See SMB 147 Page 14.*
- K. **Request adoption of Resolution 21-22-94 for Budget Amendment 21-22-065 to make additional adjustments and corrections to projects in FY 21/22 to properly budget the available funds.** *See SMB 147 Page 15.*
- L. **Request approval of Sheriff grant applications to be submitted to the E911 State Board for consideration of funding.** *See Sheriff's Office file.*
- M. **Request approval of Budget Amendment 21-22-066 for 4th quarter FY 21 reemployment charges.** *See SMB 147 Page 16.*
- N. **Request adoption of Resolution 21-22-96 for Budget Amendment 21-22-067 to reconfigure some ARPA project funds.** *See Res. Book 33 Page 10 & SMB 147 Page 17.*
- O. **Request approval of Budget Amendment 21-22-068 to set up funds for Government Center Generator and Maintenance Managing Software for Facilities.** *See SMB 147 Page 18.*

9. PUBLIC HEARING

No public hearings.

10. ACTION AGENDA

Commissioner Campbell moved to set the action agenda as presented. Commissioner Roberts seconded the motion.

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

A. Request approval to move forward with the sale of 145 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements.

Brandon Gunn, Purchasing Agent & Projects Manager, presented the request and addressed questions and concerns raised by the Commission.

County Attorney Sherry Sutphen asked to correct the record stating they are not sale and purchase agreements that the Chair is signing, they are actually the deed to transfer the ownership so the request would be for the Chair to be able to sign all the deeds transferring the ownership of those properties to the individuals who have bid on them and actually it is the County Administrator, so the Chair doesn't even have to sign anymore.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to the sale of 145 County owned surplus properties and provide the Chair the authority to execute the Deeds. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 147 Page 19 & County Deed 2022 file.**

B. Request adoption of Resolution 21-22-92 for Budget Amendment 21-22-061 to appropriate additional funds in FY 21/22 for the State Housing Initiative Partnership Program (SHIP) in the amount of \$281,727.

Lucy Castillo, Housing Programs Coordinator, presented the request and addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received from Ms. Chantel Parris.

Commissioner Tuck moved approval to adopt by Resolution 21-22-92 for Budget Amendment 21-22-061 regarding the final disbursement for FY 21/22 State Housing Initiative Partnership Program (SHIP) funds in the amount of \$281,727. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 11 & SMB 147 Page 20.**

C. Request approval of Budget Amendment 21-22-069 to set up funding for Clerk of Courts IT purchases to benefit the BOCC departments.

Randy Vosburg, County Administrator, and David Nitz, OMB Manager, presented the request and addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Campbell moved to approve Budget Amendment 21-22-069 to set up funding for Clerk IT purchases to benefit the BOCC departments. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 147 Page 21.**

D. Request adoption of Resolution 21-22-98 and approval of the Clean Water State Revolving Fund Planning Loan Agreement SW280230 between Florida Water Pollution Control Financing Corporation and Highlands County.

Clinton "Gator" Howerton, Jr., County Engineer, and Elizabeth Barber, Legislative Affairs Grant Coordinator, presented the request. Mr. Howerton, County Administrator Randy Vosburg and County Attorney Sherry Sutphen addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt by Resolution 21-22-98 and approve the agreement for the Clean Water State Revolving Fund Planning Loan in the amount of \$1,750,000.00. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 12 & Florida Dept. of Environmental Protection file.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the updated County Attorney Log as of March 23, 2022 and reported a claim related to an auto accident on Sebring Parkway with no relation to employees, but the county was included due to construction. ***See SMB 147 Page 22.***

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report as of March 22, 2022. ***See SMB 147 Page 23.***

In regards to engaging different stakeholders related to impact fees, Mr. Vosburg requested direction from the Board to proceed with creating a citizen's committee that would be subject to the Sunshine Law and would be an advisory group to the Board, with Leah Sauls, Development Services Director, acting as staff liaison. Should direction from the Board be received, County Attorney Sherry Sutphen stated staff would create a resolution that would form a committee of seven members. Once the entire membership committee is created, the Board would vote on the slate of members. A decision was made by consensus from the Commission to move forward with this.

12. COMMISSIONERS

Commissioner Kirouac commented on the rough weather that came through the area last night leaving homes and automobiles damaged and stated his thoughts and prayers were with those citizens who suffered from the damage.

Commissioner Roberts commented on the great meeting on the courthouse lawn today recognizing April as Child Abuse Prevention Month and Autism Awareness and shared that the First Baptist Church here in Sebring will hold a special presentation on the No More Orphans Experience, Sunday, May 15, 2022, during the 9:00 a.m. and 11:00 a.m. service. ***See SMB 147 Page 24.***

Commissioner Campbell provided an update on the Broadband Speed Test campaign.

Commissioner Rapp shared that tomorrow is Commissioner Arlene Tuck's birthday and wished her a Happy Birthday.

13. INFORMATIONAL

A. Florida Fish and Wildlife Conservation Commission Contract No. FWC21146.

County Attorney Sherry G. Sutphen, presented this item for informational purposes. **See SMB 147 Page 25.**

B. Board payables from March 15, 2022 to April 4, 2022. See Check Reports 2022 file.

14. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting was adjourned at 11:39 a.m.

REGULAR MEETING OF THE BOARD, APRIL 19, 2022

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 Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Chris Campbell
Commissioner Arlene Tuck

Also present: Randy Vosburg, County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by Fr. Scott Walker, with St. Agnes Episcopal Church.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Larry Andrews, U.S. Army (Retired), with the Highlands County Board of County Commissioners Veteran Advisory Board.

4. **ANNOUNCEMENTS**

The Children's Services Council will hold a general body meeting on Wednesday, April 20, 2022, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL, and via TEAMS Live, 1 (904) 638-2711, conference code: 412 403 596#

The Local Mitigation Strategy Working Group will meet on Wednesday, April 20, 2022, at 8:00 a.m., in Room #2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will hold a meeting on Wednesday, April 20, 2022, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Istokpoga Marsh Watershed Improvement District (IMWID) will hold a special meeting on Thursday, April 21, 2022, at 5:30 p.m., in Conference Room #3, of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Highlands Soil & Water Conservation District will hold a meeting on Tuesday, April 26, 2022, at 3:00 p.m., in the Highlands Soil & Water Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Road Committee will hold a meeting on Wednesday, April 27, 2022, at 2:00 p.m., in the Road & Bridge Conference Room, 4344 George Blvd., Sebring, FL.

The Tourist Development Council will hold a special meeting on Wednesday, April 27, 2022, at 5:30 p.m., at the Sebring Civic Center, 355 W. Center Ave., Sebring, FL.

The Tourist Development Council will hold a regular meeting on Thursday, April 28, 2022, at 8:15 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission meeting scheduled for Friday, April 29, 2022, has been cancelled.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, announced that the National Day of Prayer Ceremony will be held on Thursday, May 5, 2022, at 11:00 a.m. **See Clerk's website & SMB 147 Page 26.**

Joe DeCerbo, Spring Lake Improvement District Manager, provided an update on the broadband project within the Spring Lake community using the American Rescue Plan Act (ARPA) funds and recognized the Board and staff for their assistance.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

County Administrator Randy Vosburg announced to the Board that staff has started the new practice of publicly recognizing employees at a Board meeting when they retire.

Jonathan Harrison, Road & Bridge Director, and Randy Vosburg, County Administrator, presented Ronald Jacobs, Operator II, with a plaque in recognition of his 23 years of dedicated service to the citizens of Highlands County. Mr. Harrison stated that although Mr. Jacobs' title was Operator II, he was instrumental in many projects and wished him well on his retirement.

Jonathan Harrison, Road & Bridge Director, and Randy Vosburg, County Administrator, presented Jerry Queen, Road & Bridge Operations Supervisor, with a plaque in recognition of his 32 years of dedicated service to the citizens of Highlands County. Mr. Harrison stated Mr. Queen has a lot of insight and was the person everyone went to when they had a question or to hear the history of how things happened because of Mr. Queen's institutional knowledge. Mr. Harrison wished him well on his retirement.

A. Broadband Speed Test Marketing Campaign Update

Meghan DiGiacomo, Executive Manager of Business & Economic Development, provided a brief presentation on Think Fast Highlands County and addressed questions raised by the Commission. **See SMB 147 Page 27.**

Ms. DiGiacomo stated the campaign is from April to June 2022, and provided a link to participate in the Florida Office of Broadband's Speed Test using a computer from home, business or mobile phone:

www.highlandsbusiness.com/speedtest

The Commission recognized Ms. DiGiacomo for the wonderful job she has done in Economic Development and wished her success with moving to South Carolina for a promotional opportunity.

B. IT Presentation: Updates, SWOT, and Vision.

Thomas S. Haralson, Jr., Chief Information Officer, provided a brief presentation of the Information Technology Department's current updates, including an appraisal of strengths, weaknesses, opportunities, threats, and their strategic vision, and along with Jerome Kaszubowski, Clerk of Courts, addressed questions raised by the Commission. **See SMB 147 Page 28.**

The Commission thanked Mr. Haralson for his informative presentation.

7. PUBLIC COMMENT

No participants.

8. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda as presented. Commissioner Kirouac seconded the motion.

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

- A. **Request approval of the Amendment to the Contract for ITB 20-031 between Excavation Point, Inc. and Highlands County for Asphalt Milling.** *See Excavation Point, Inc. file.*
- B. **Request to accept the Sebring Airport Authority & Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Financial Statements and Independent Auditor's Report for Fiscal Year Ending (FYE) September 30, 2021 into record.** *See Sebring Airport Authority file.*
- C. **Request acceptance of the Bonobilt's Sunshine State Showdown Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.** *See Tourist Development Council file.*
- D. **Request acceptance of the ACL Southeast Open Corn Hole Tournament Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.** *See Tourist Development Council file.*
- E. **Request acceptance of the 2022 LIQUI MOLY PRO WATERCROSS NATIONAL TOUR Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.** *See Tourist Development Council file.*
- F. **Request to open H.L. Bishop Park swimming area all year round with potential closures for maintenance as required.** *See SMB 147 Page 29.*
- G. **Request to approve the appointment of Kacey Mee, dual general manager of Residence Inn by Marriott and tru by Hilton, Sebring, as a Regular Member of the Tourist Development Council representing tourist accommodations and filling the remainder of William Brantley's term ending May 2, 2023.** *See SMB 147 Page 30.*
- H. **Amendment to the Agreement between Highlands County Board of County Commissioners and Cigna to reimburse Advent Health at the rates negotiated between the County and Advent Health as part of the Client Specific Network.** *See Cigna Health & Life Insurance Company file.*
- I. **Request to waive the Landfill Tipping Fees for the Annual Caladium Festival and Annual Bike and Car Show.** *See SMB 147 Page 31.*
- J. **Request approval of Interlocal Agreement between Highlands County and the City of Avon Park Related to Recycling.** *See City of Avon Park file.*
- K. **Request approval to upgrade the Purchasing Agent position (pay grade 109) to a Purchasing Analyst position (pay grade 112) in the Business Services Department.** *See SMB 147 Page 32.*
- L. **Letter of support for \$1,000,000 in federal earmark funding for the Sebring Parkway Phase 4 Roadway Project.** *See SMB 147 Page 33.*

- M. **Request adoption of Resolution 21-22-101 pertaining to letters of support or opposition related to certain pending legislation.** *See Res. Book 33 Page 13 & SMB 147 Page 34.*
- N. **Request approval of Budget Amendment 21-22-071 for 1st quarter FY 22 reemployment charges.** *See SMB 147 Page 35.*
- O. **Request approval of Budget Amendment 21-22-072 to transfer funds from the Florida Boating Improvement Fund to Project 21051 for dock repairs.** *See SMB 147 Page 36.*
- P. **Request approval of the Highlands County Health Department's FY 21-22 Core Contract (Revised).** *See Highlands County Health Department file.*

9. PUBLIC HEARING

- A. **Request approval of Resolution 21-22-88 Pertaining to the Revocation of a Declaration of Covenants and Restrictions for the Las Villas at Kenilworth Subdivision.**

Melony Culpepper, Planning and Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper and the County Administrator addressed questions raised by the Commission.

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

Commissioner Kirouac moved approval to adopt by Resolution 21-22-88, revoking the Declaration of Covenants and Restrictions recorded in Official Records Book 2142, Page 1221, of the Public Records of Highlands County, Florida. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 14 (Recorded in Official Records Book 2899, Page 246, of the Public Records of Highlands County), Proof of Publication file & SMB 147 Page 37.***

10. ACTION AGENDA

Commissioner Kirouac moved approval of the action agenda as presented. Commissioner Campbell seconded the motion.

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

- A. **Request approval of Budget Amendment 21-22-074 to restore funding to cost center 3991 (Emergency Management) that was reduced in excess during the budget review process.**

David Nitz, OMB Manager, presented the request and he and the County Administrator addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Campbell moved approval of Budget Amendment 21-22-074 to restore funding to the Emergency Management cost center. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 147 Page 38.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, requested authority from the Chair to sign forms from Truist Bank related to automatic loan payments.

Commissioner Kirouac moved approval to authorize the Chair to sign and execute the automatic loan payment agreement. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See *Truist Bank file*.**

Sherry G. Sutphen, County Attorney, presented the updated County Attorney Log as of April 14, 2022. **See *SMB 147 Page 39*.**

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report as of April 5, 2022. **See *SMB 147 Page 40*.**

Sarah Albritton, Capital Projects Manager, provided status updates on the Emergency Animal Shelter Project and the Fire Station Project. Ms. Albritton and the County Administrator addressed questions and concerns raised by the Commission.

Jonathan Harrison, Road & Bridge Director, provided an update on the Istokpoga Marsh Watershed Improvement (IMWID) Project. Mr. Harrison and the County Administrator addressed questions raised by the Commission. Commissioner Kirouac stated he will follow up with Noah Handley, Director of Engineering for Lykes Bros. Inc., and report back at the next Board meeting.

Mr. Vosburg announced there is a community assessment going on through United Way of Central Florida (UWCF) and the Give Well Community Foundation (GWCF), where they are conducting a survey of community needs for Polk, Hardee and Highlands Counties, and any input provided will help identify the community's most pressing needs. The United Community Needs Assessment (UCNA) is administered through an online survey which can be found at ucneeds.com. **See *SMB 147 Page 41*.**

Mr. Vosburg provided an update on the FY 22/23 budget.

Mr. Vosburg provided an update on employee vacancies and the Retention & Recruitment Committee.

12. COMMISSIONERS

In regards to the Tourist Development Council's advertised meeting scheduled for April 27, 2022, Commissioner Tuck questioned if the council is requesting to build a multi-use building. Commissioner Kirouac stated the meeting will be a listening session from stakeholders and community partners on their vision of what a multi-use facility is and what assets it would contain.

In regards to the Spring Lake Broadband Project and the County's Broadband Project, Randy Vosburg, County Administrator, addressed questions raised by Commissioner Tuck. Commissioner Kirouac also commented on these projects.

13. INFORMATIONAL

A. Board payables from April 5, 2022 to April 18, 2022. See *Check Reports 2022 file*.

14. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting was adjourned at 10:53 a.m.

REGULAR MEETING OF THE BOARD, MAY 3, 2022

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 Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Chris Campbell
Commissioner Arlene Tuck

Also present: Randy Vosburg, County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessings Church of God.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Fred Pierce, US Air Force (Ret), Commander, American Legion Post 25.

4. **ANNOUNCEMENTS**

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, May 3, 2022, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Health Facilities Authority will hold a Public Hearing on Wednesday, May 4, 2022, at 12:00 p.m. (noon) in the Sebring City Council Chambers, 368 S. Commerce Ave., Sebring, FL.

A Public Hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate will be held at 1:30 p.m., on Wednesday, May 4, 2022, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Zoning Board of Adjustment and the Planning & Zoning Commission and Local Planning Agency will hold a Public Hearing on Tuesday, May 10, 2022 at 3:00 p.m., in the Commissioners Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a regular meeting on Thursday, May 12, 2022 at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

Jerome Kaszubowski, Clerk of Courts, reminded everyone that the National Day of Prayer will be observed on Thursday, May 5, 2022, at 11:00 a.m. on the Courthouse lawn, 430 S. Commerce Ave., Sebring, FL.

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

- A. **Request approval of a Proclamation recognizing May 19, 2022 as “Law Day in Highlands County, Florida”.**

Shannon Nash, president of the Highlands County Bar Association, presented the request and read the Proclamation into the record.

Commissioner Tuck moved to approve and adopt a Proclamation recognizing May 19, 2022 as “Law Day in Highlands County, Florida”. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 15 & SMB 147 Page 42.**

B. Request approval of a Proclamation recognizing May 2022 as “Historic Preservation Month” in Highlands County.

Melony Culpepper, Planning and Zoning Manager, presented the request. Commissioner Roberts read the Proclamation into the record.

Commissioner Roberts moved to approve and adopt a Proclamation recognizing May 2022 as “Historic Preservation Month” in Highlands County. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 16 & SMB 147 Page 43.**

C. Request approval of a Proclamation recognizing May 18, 2022 as “International Museum Day” in Highlands County.

Casey Wohl Hartt, Lead Marketing Consultant, presented the request and read the Proclamation into the record.

Commissioner Campbell moved to approve and adopt a Proclamation recognizing May 18, 2022 as “International Museum Day” in Highlands County. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 17 & SMB 147 Page 44.**

D. Request approval of a Proclamation recognizing May 1-7, 2022 as “National Travel and Tourism Week” in Highlands County, Florida.

Casey Wohl Hartt, Lead Marketing Consultant, presented the request and read the Proclamation into the record.

Commissioner Campbell moved to approve and adopt a Proclamation recognizing May 1-7, 2022 as “National Travel and Tourism Week” in Highlands County, Florida. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 18 & SMB 147 Page 45.**

E. Request approval of a Proclamation recognizing May 6th, 2022 as “National Child Care Provider Appreciation Day”.

Sarah Beth Rogers, Children’s Advocacy Center Manager, presented the request and read the Proclamation into the record.

Commissioner Kirouac moved to approve and adopt a Proclamation recognizing May 6th, 2022 as “National Child Care Provider Appreciation Day”. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 19 & SMB 147 Page 46.**

The following item was added to the agenda:

Request approval of a Proclamation recognizing the first week of May as “National Hurricane Preparedness Week”.

Chief E. Laney Stearns, Public Safety Director, presented the request and read the Proclamation into the record.

Commissioner Kirouac moved to approve and adopt a Proclamation recognizing the first week of May as “National Hurricane Preparedness Week”. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 20.**

In regards to hurricane preparedness, Gloria Rybinski, Public Information Officer, and Karen Clogston, Public Information Assistant, came before the Commission to announce the county will be participating, for the fifth year, in the Hurricane Preparedness Expo, taking place on June 4, 2022, at the Lakeshore Mall. Ms. Rybinski also announced they have a Preparedness Academy with 35 families participating. She stated the first class took place last month and the next class is scheduled for May 19, 2022.

F. Tourism Department Marketing and Budget Update

Casey Wohl Hartt, Marketing Consultant, presented the Tourism Department Marketing and Budget Update and addressed questions raised by the Commission. **See SMB 147 Page 47.**

G. Presentation of Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2022 (as of March 31, 2022)

Jackie Gabrus, Clerk of Court's Senior Accountant, presented the Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2022 (as of March 31, 2022). **See Clerk's Financial Reporting file.**

7. PUBLIC COMMENT

Mr. Larry Overfield came before the Commission to comment on the Law Day Proclamation.

Mr. Raymond Royce, Highlands County Citrus Growers' Association, came before the Commission to recognize that Wednesday, May 4, 2022 is National Orange Juice (OJ) Day.

8. CONSENT AGENDA

Commissioner Kirouac moved approval of the consent agenda as presented. Commissioner Roberts seconded the motion, with the removal of item 8K, to be placed on the action agenda as item 10C.

Commissioner Kirouac reformed his motion and moved approval of the consent agenda, with the exception of moving item 8K to the action agenda and becoming item 10C. Commissioner Roberts seconded the motion.

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

- A. Request to accept into the Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners. See SMB 147 Page 48.**
- B. Request to approve Budget Amendment 21-22-075 to reallocate funds in the amount of \$84,500 from Project 21003 – TOSIP FY 21-22 to Project – 17063 – Sebring Parkway Phase IIB. See SMB 147 Page 49.**
- C. Request adoption of Resolution No. 21-22-100 to establish a public hearing of June 7, 2022 to discuss and consider closing a platted unnamed alley across 913 CR 731. See Res. Book 33 Page 21 & SMB 147 Page 50.**
- D. Request approval to reappoint one (1) current member to the Lake Istokpoga Management Committee (LIMC). See SMB 147 Page 51.**

- E. **Request adoption of Resolution 21-22-102 for Budget Amendment 21-22-073 to allocate the Children's Advocacy Center's Hospital District Board grant for FY 21/22. See Res. Book 33 Page 22 & SMB 147 Page 52.**
- F. **ARPA Household Assistance Funds for Children's Advocacy Center and Healthy Families clients with qualifying financial needs. See SMB 147 Page 53.**
- G. **Request to approve the partial donation of the tracked file system and approve the disposition of the remaining obsolete tracked filing system through the FWQ process or by selling the metal for scrap and returning the revenue to the General Fund. See SMB 147 Page 54.**
- H. **Request approval to move forward with the sale of two (2) County owned surplus properties and provide the Chair the authority to execute the Deeds. See SMB 147 Page 55.**
- I. **Request approval of the Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement and Resolution granting the County Administrator or the County Engineer the authority to execute the Amendment on an annual basis on behalf of the County. See Res. Book 33 Page 23 (Res. No. 21-22-104) & SMB 147 Page 56.**
- J. **Request to adopt Budget Amendment 21-22-076 to transfer funds for principal payments due to the refinancing of the Series 2015 Loan from the Infrastructure Surtax Reserve for Contingency. See SMB 147 Page 57.**
- K. **~~Request approval of Consultant Service Authorization (CSA) No. 1-1 with Jones Edmunds & Associates, Inc. for Additional Engineering Services to evaluate systems operation and additional temporary operation at the Highlands County Solid Waste Management Center and closed DeSoto City Landfill and Budget Amendment 21-22-079. This item was moved to the action agenda (10C).~~**

9. PUBLIC HEARING

No public hearings.

10. 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 to Vacate Easement at 4520 Rosada Court, Sebring, FL 33875.

Clinton Howerton, Jr., County Engineer, presented the request This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Kirouac moved approval to adopt by Resolution No. 21-22-97 to vacate a portion of the existing drainage and utility easement as described in the resolution, effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public, in and to the easement and any lands in connection herewith. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 24 (Recorded in OR Book 2902 Page 1972), Proof of Publication file & SMB 147 Page 58.**

- B. Request adoption of Resolution 21-22-105 for Budget Amendment 21-22-077 to add additional funds to the project and to execute the attached Resolution 21-22-103 and Supplemental Agreement No. 01 with the State of Florida Department of Transportation (FDOT) to provide additional funding needed to complete construction and in-house construction engineering inspections (CEI) for the resurfacing project of W Stryker Rd from North Olivia Dr to US 27.**

Clinton Howerton, Jr., County Engineer, JD Langford, Assistant County Engineer, and Mitchell Thomas, Transportation Projects Manager, presented the request and addressed questions raised by Commissioner Roberts and Commissioner Tuck.

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

Commissioner Roberts moved approval of the Small County Road Assistance Program (SCRAP) Supplemental Agreement No. 01 between FDOT and Highlands County for additional funding in the amount of \$380,290.00 and adopt Resolution No. 21-22-103 for Budget Amendment 21-22-077 and Resolution No. 21-22-105. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 25 (Res. No. 21-22-103), Res. Book 33 Page 26 (Res. No. 21-22-105), FDOT file & SMB 147 Page 59.**

- C. Request approval of Consultant Service Authorization (CSA) No. 1-1 with Jones Edmunds & Associates, Inc. for Additional Engineering Services to evaluate systems operation and additional temporary operation at the Highlands County Solid Waste Management Center and closed DeSoto City Landfill and Budget Amendment 21-22-079.**

Clinton Howerton, Jr., County Engineer, and Robert Diefendorf, Engineering Projects Manager, presented the request and addressed questions and concerns raised by Commissioner Roberts.

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

Commissioner Roberts moved approval of CSA No. 1-1 with Jones Edmunds and Associates, Inc. for Engineering Services to evaluate systems operation and provide temporary operation at the Highlands County Solid Waste Management Center and closed DeSoto City Landfill and Budget Amendment 21-22-079. Commissioner Tuck seconded the motion, if they can add to the motion for an amount up to \$207,005.00, so that if it goes over that amount, it will have to come back before the Board. Commissioner Roberts agreed to add the amount to his motion.

Sherry Sutphen, County Attorney, stated the actual item is limited to that amount. There was a consensus from Commissioner Roberts and Commissioner Tuck.

Upon roll call, all Commissioners voted aye. The motion carried. **See Jones Edmunds & Associates, Inc. file & SMB 147 Page 60.**

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the updated County Attorney Log as of April 18, 2022 and stated there are no lawsuits for this month. **See SMB 147 Page 61.**

In regards to Regions Bank automatic debit forms, Ms. Sutphen provided an update to the Commission.

Ms. Sutphen announced a scrivener's error was identified within Resolution No. 21-22-103, approved earlier today. She stated the error has been corrected and the revised resolution has been provided to the Clerk.

In regards to consent agenda item 8I and Resolution No. 21-22-104 related to FDOT, Ms. Sutphen stated she was made aware there was an exhibit to the actual amendment in the packet, but the Commission was approving the resolution itself, which gave the authority to the County Administrator or the County Engineer, upon designation by the County Administrator, to sign those amendments every year. Once signed, these amendments will be provided to the Board as informational items for the record.

B. Report on efforts to address drainage concerns in key areas throughout the County.

Clinton Howerton, Jr., County Engineer, provided an updated presentation on the Report on Drainage Studies Underway within Highlands County. Mr. Howerton, Randy Vosburg, County Administrator, and Sherry Sutphen, County Attorney addressed questions raised by Commissioner Tuck and Chairman Rapp. **See SMB 147 Page 62.**

C. Employee Recruitment and Retention Committee Status Update.

Ingra Gardner, Community Programs Director, presented a status update on the Employee Recruitment and Retention Committee and recognized the members of the committee. **See SMB 147 Page 63.**

Ms. Gardner and the County Administrator addressed questions and concerns raised by the Commission.

Mr. Vosburg thanked Ms. Gardner and the committee and stated a workshop has been tentatively scheduled for May 24, 2022, at 9:00 a.m. to go over the Salary Study provided by Evergreen Solutions, LLC.

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report as of April 19, 2022. **See SMB 147 Page 64.**

Chief E. Laney Stearns, Public Safety Director, introduced two new Deputy Chiefs of the Fire Department, Deputy Chief of Operations Mark Ellis and Deputy Chief in Charge of Administration Kelly Duppenhaler and recognized the years of command and administrative experience coming to lead this department.

12. COMMISSIONERS

In regards to the Venus Clubhouse, Commissioner Tuck commented on a card she received from a Venus resident, recognizing the county for the returned use of the clubhouse to the Venus families.

13. INFORMATIONAL

A. Board payables from April 19, 2022 to May 2, 2022. *See Check Reports 2022 file.*

14. ADJOURN

Commissioner Tuck moved to adjourn the Regular Meeting of the Board. Commissioner Kirouac seconded the motion.

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

The meeting was adjourned at 11:52 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 7, 2022

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager

SUBJECT/TITLE: Request approval of Amendment 1 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003.

STATEMENT OF ISSUE

Attached for your approval is Amendment 1 between Highlands County and Excavation Point, Inc. to allow the contractor an additional 30 contract days to construct improvements due to potential delays caused by the traffic anticipated from the Sebring Race event in March 2022. Please note that the 30 days has already been utilized and the contractor has resumed work on the project. Originally the Contractor had one hundred and eighty-five (185) days to complete the project after the date when the Contract Times commenced to run. With the additional 30 days, the new completion deadline for the project will be September 9, 2022. Additionally, this amendment will allow the contractor to amend the contract to allow for additional clearing and grubbing and the removal and replacement of 4 strand barbed wire. Included with this amendment is a deduction to replace concrete over pipe within an existing driveway. Please note that the addition and deduction cost are for the same amount so there will be no increase in the overall construction cost. Therefore, the net change order amount will be zero dollars.

The Board Attorney has reviewed and approved Agreement 1. Kenya A. Anderson is the project manager for this project. Daniel W. Schroeder, P.E. of AIM Engineering and Surveying, Inc., is the engineer of record.

RECOMMENDED ACTION

Move to approve Amendment 1 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Boulevard) Mill and Resurfacing Project No 18009, and ITB No. 21-003.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this project (18009) was included in the FY 21/22 Adopted Budget approved on September 21, 2021.

Attachments: [Amendment 1.pdf](#)

AMENDMENT 1 TO AGREEMENT

THIS AMENDMENT 1 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 (County), and Excavation Point, Inc. (Contractor), and shall modify the terms and conditions of that Agreement between the parties dated November 29, 2021, approved by the County on December 7, 2021 (Agreement).

WHEREAS, pursuant to the Contractor is responsible for milling and resurfacing Kenilworth Boulevard and Mini Ranch Road West and Haywood Taylor Boulevard; and

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

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

1. Section 2, Term, is hereby deleted in its entirety and replaced with the following:

The Contractor shall complete the project contemplated by the Scope of Services in the Agreement, with the same ready for final payment on or before September 9, 2022.

2. Exhibit "A", Compensation, the Bid Form to Bid 21-003, incorporated as Exhibit "A" to the Agreement is amended as follows:

STA 49+00 to 56+00 existing grades at plan tie in to existing back of slope are inaccurate. Slope would be 2:1 in places

Item 110-1-1: Clearing and grubbing additional 10' x 700', 16AC	\$ 2,833.00
Remove and replace 700LF 4 Strand barbed wire	\$ 5,075.00
Item 570-1-2: Additional performance turf, sod 780SY @ \$2.60/SY	\$ 2,028.00
ADD	\$ 9,936.00

West driveway, replace concrete over pipe only, existing concrete to remain

Item 522-2-129: Concrete driveways, 6" 160SY @ \$62.10/SY	\$ 9,936.00
DEDUCT	\$ 9,936.00

1. Road closure for 2 week period	
2. Supplement limerock to surface for profile grade correction, eliminating asphalt overbuild	
3. Pulverize limerock into existing roadway 14" depth	
4. Revise FDR from 9" to 12" thickness	
5. Utilize Petromat 4598 fabric per accompanying recommendation from Tencate Geosynthetics MSc. Engineer	
ADD	\$ 92,999.00

Item 334-1-13-4: Superpave AC Traffic C SP12.5 Overbuild 823TN @ \$113.00/TN	\$ 92,999.00
DEDUCT	\$ 92,999.00

NET CHANGE ORDER	\$ 0.00
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3. All of the terms and conditions of the Agreement shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and any previous Agreements between the parties, this Amendment 1 shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk

EXCAVATION POINT, INC.

Print: Tal J. Rancourt
Title: President

**STATE OF FLORIDA
COUNTY OF Highlands**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tal J. Rancourt, as President, of Excavation Point, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 26 day of April, 2020. 2022

(stamp)



Levi J. Anderson
Notary Public
State of Florida
Comm# HH023988
Expires 7/27/2024

NOTARY PUBLIC, State of Florida

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Ingrasherese Gardner, Community Programs Director

SUBJECT/TITLE: Request approval to reappoint John D. Haviland as a voting member to the Highlands County Health Facilities Authority.

STATEMENT OF ISSUE

In accordance with the Board's policy on Committee Appointments, the Board was notified of an upcoming vacancy effective July 2, 2022 on the Health Facilities Authority. The vacancy was advertised on the Board's website. John D. Haviland is the only applicant.

RECOMMENDED ACTION

Move to approve the reappointment of John D. Haviland to the Highlands County Health Facilities Authority as a voting member with term beginning July 2, 2022.

FISCAL IMPACT

No fiscal impact.

Attachments: [J. Haviland Application.pdf](#)

Name = John D. Haviland
Address = 1307 Edgewater Point Drive
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 863-385-2521
Email = john@southridgeabstract.com
Request = Health Facilities Authority
Membership Type = Regular Member
Current Employment Experience: = Retired
Previous Employment Experience: = Owner and operator of South Ridge Abstract & Title Co.
High School = Coral Gables High School
College = University of Florida
Special Training: = Serving as a Member of the Health Facilities Authority since 08/18/15
Activities & Interest: = Golf and licensed captain for boating
Current positions on boards, committees, elected offices, law enforcement positions: =
Current member of Highlands County Health Facilities Authority
Prior member of the Sebring Airport Authority
Three prior terms as Sebring City Council member
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer

SUBJECT/TITLE: Solid Waste Department Job Description Revisions

STATEMENT OF ISSUE

To reflect the needs of the Solid Waste Department and the responsibilities of the positions, we are requesting the following:

- 1) To approve the pay grade change of the Assistant to the County Engineer/SW from a pay grade 117 to 118. This change is necessary to properly align as supervisor of other pay grade 117 position. Also reflects added responsibility for project management and oversight of entire Solid Waste department.
- 2) To approve the pay grade change of the Solid Waste Operations Manager from a pay grade 115 to 117. This modification is necessary to appropriately reflect the responsibilities required of this position including operation management, crew safety, and contract management.
- 3) To approve the pay grade change of the Landfill Crew Foreman from a pay grade 110 to 111. This change is necessary to align properly as a supervisory role to other positions under this.
- 4) To approve the pay grade change of the Landfill Finish Operator from a pay grade 109 to 110. This change is necessary to be consistent with other finish operator positions within the County.

RECOMMENDED ACTION

Move to approve the revision of pay grade for the Assistant to the County Engineer/SW from a pay grade 117 to 118; to approve the pay grade revision of the Solid Waste Operations Manager from a pay grade 115 to 117; to approve the pay grade revision of the Landfill Crew Foreman from a pay grade 110 to 111 and to approve the pay grade revision of the Landfill Finish Operator from a pay grade 109 to 110.

FISCAL IMPACT

No fiscal impact

Attachments: [Revised Assistant to County Engineer_SW - Revised 5-19-22.pdf](#)
[Revised SW Operations Manager 05.19.22.pdf](#)
[Revised Landfill Crew Foreman 05.19.22.pdf](#)
[Revised Landfill Finish Operator - 5-19-22.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 to the County Engineer/SW		Division: Engineering		Department: Engineering	
Job Code: TBD		Pay Grade: 118		Pay Band: \$62,047.77 - \$96,174.05	
Included/Exempt: Exempt		Cost Center: 4101			
		FTE: 1.0			
EMPLOYEE:		Type of Transaction:			
		Special Risk: Yes ☐ No ☒		Overtime: Yes ☐ No ☒	
1. This position reports directly to: Job Title <u>County Engineer</u> Job Code <u>1064</u> Pay Grade <u>121</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					
<u>SW Manager /117 /5010</u>		<u></u>		<u></u>	
<u></u>		<u></u>		<u></u>	
<u></u>		<u></u>		<u></u>	
<u></u>		<u></u>		<u></u>	
<u></u>		<u></u>		<u></u>	

POSITION DUTIES & RESPONSIBILITIES

General Description:

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

Essential Job Functions:

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

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

Knowledge, Skills, and Abilities:

- Considerable knowledge of principles and practices of Civil Engineering, specifically in the areas of solid waste, transportation, drainage, and utilities.
- Knowledge of water management district regulations and procedures.
- Knowledge of modern techniques, methods, procedures and practices of public works engineering.
- Ability to plan, design, coordinate and inspect public works projects.
- Ability to prepare written technical reports, estimates, construction and other cost records.
- Ability to assist in the direction, instruction and review of work assignments.
- Skill in inspecting public works programs and activities.
- Skill in establishing and maintaining effective working relationships with superior and subordinate officials and the general public.
- Ability to plan, direct or supervise when appropriate.
- Ability to assist in the assignment, instruction, review, and evaluation of work assignments.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors and the general public.
- Ability to establish and maintain effective working relationships with state and federal agencies and the general public.
- Ability to earn Solid Waste Association of North America (SWANA) Manager of Landfill Operations Certification within twelve (12) months of employment.

Physical Skills:

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

MINIMUM QUALIFICATIONS**Education & Experience:**

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

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

Licenses, Certifications, or Registrations:

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

Other job related requirements:

Disaster Essential

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

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

Employee Signature:

Date:

Discussed with Employee: Yes ☐ No ☐

Title:

Date:

Supervisor/Director Signature:

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: Solid Waste Operations Manager		Division: Landfill		Department: Solid Waste	
Job Code: 5010		Pay Grade: 117		Cost Center: 4210	
Included/Exempt: Exempt		Pay Band: \$57,988.57 - \$89,882.29			
		FTE: 1.0			
		Type of Transaction: NEW			
EMPLOYEE:		Special Risk: Yes ☐ No ☒		Overtime: Yes ☒ No ☐	

1. This position reports directly to:	Job Title <u>Assistant to the County Engineer/SW</u>	Job Code <u>1155</u>	Pay Grade <u>117</u>	
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:				
Landfill Manager / 0917/ 115	Landfill Operator II / 1068 / 109 (2)	Public Works Specialist / 0954 / 105		
SW Accounting Mgr /1160/ 110	Landfill Operator I/HHW /1132 /103 (4)	SW Customer Serv Liasion/ 0185/ 111		
Landfill Crew Foreman /1134/ 110	Landfill Spotter / 0957 / 102 (3)			
Landfill Finish Operator / 1068/ 109 (2)	Landfill Technician II / 0121 / 109			
Landfill Operator III / 1067/ 106 (3)	Landfill Technician I / 0947 / 107			

POSITION DUTIES & RESPONSIBILITIES

General Description:

This is a technical position responsible for managing all of the Solid Waste Operations and County Recycling Program. This position acts as the manager for the landfill and oversees all of the landfill employees. This person is the liaison with the contract hauler that oversees the Solid Waste Contract and all issues relating to that contract.

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.

- Coordinates, plans, schedules, manages or otherwise exercises supervision over employees engaged in a wide variety of Solid Waste and Recycling operational activities and services for the Solid Waste Department.
- Provides the Assistant to the County Engineer/SW and the County Engineer with information pertaining to departmental organization, personnel, budget and equipment in determining the effectiveness of the Solid Waste Operation.
- Serves as Assistant Department Manager on a full time basis and as needed during the absence of the Assistant to the County Engineer/SW and County Engineer.
- Manages the County's Recycling, HHW and E-Waste programs.
- Prepares records, reports and grant information as required.
- Ensures employees receive and follow proper safety training to comply with industry appropriate safety protocol.
- Oversees permit requirements and ensures the facility is in full compliance with all permitting and reporting conditions.
- Participates in meetings with general public to solve problems, answer questions, and exchange information concerning Solid Waste and Recycling activities. Develops and implements Recycling and Solid Waste education for schools and the general public.
- Oversees operation and maintenance of the landfill gas and leachate systems, operating staff, on site construction projects and the planning and scheduling of all on site related activities.
- Studies departmental organization, personnel distribution, project requirements and recommends the most efficient and cost effective procedures.
- Conducts research, attends meetings and conferences to discuss work problems and formulates recommendations for policy changes, safety matters, etc.
- Assists in the collection and verification of data required for accurate budget preparation for the Solid Waste Department.
- Responsible for the monitoring of the Solid Waste Contract with the county hauler.
- Conducts site visits, performs inspections and resolves any issues between the County and the hauler regarding garbage collection, missed pickups, etc.
- Responsible for approval of memos, invoices, purchase orders etc. regarding equipment maintenance.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Manages and participates in the selection, placement, promotion, training, development, safety, discipline and appraisal of all Solid Waste Employees.

Knowledge, Skills, and Abilities:

- Good working knowledge of standards, practices, methods and equipment used in solid waste, sanitary landfill and recycling operations; occupational hazards and necessary safety precautions, pertinent laws, ordinances and regulations.
- Ability to read and interpret plans and blueprints significant to landfill design and operation.
- Ability to make mathematical calculations in determining volumes, tonnages, and cubic yards identified with landfill operations.
- Ability to diagnose equipment malfunctions and effect minor repairs.
- Ability to interact with vendors as needed to effect major repairs when needed.
- Ability to supervise the staff and work of assigned personnel including temporary employees, and volunteers.
- Ability to maintain routine records, record data used in regulatory compliance reports.
- Ability to establish and maintain effective working relationships with employees, officials, the general public, and other agencies and enforce State and County sanitation laws, ordinances and policies.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.
- Knowledge of modern technologies, methods, programs and practices of solid waste processing and disposal.
- Ability to plan, manage and inspect solid waste program activities.
- Skill in the preparation of written reports, estimates, construction inspection report and cost records.
- Ability to operate and maintain the leachate recirculation system, waste water treatment plant and landfill gas collection system.

Physical Skills:

Must be able to remain in a stationary position for 10% of the time. Frequently communicates with the public and co-workers. Must be able to exchange accurate information in these situations. Frequently ascends/descends stairs, ladders, scaffolding, etc. Occasionally moves materials and equipment weighing up to 40 lbs. Frequently works in a outdoor environment up to four (4) hours. Frequently operates a motor vehicle or heavy equipment for up to four (4) hours continuously or intermittently. Frequently positions self to work under or around various items to perform maintenance tasks. 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. Continuous exposure to moderately high noise levels.

MINIMUM QUALIFICATIONS**Education & Experience:**

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

Graduation from and accredited high school or possession of an acceptable equivalency diploma. Bachelor's Degree in Civil Engineering or Environmental Science preferred. Five (5) years experience in the field of Solid Waste Management or Public Works, including three (3) year in a supervisory capacity.

Licenses, Certifications, or Registrations:

Must posses and maintain a valid Florida Driver License while employed. Must be able to obtain a valid Florida Landfill Operator's Certificate within six (6) months of employment and ability to maintain the validity of this certificate. Manager of Landfill Operations certification prior to completion of probationary period.

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 ☐

Title:

Date:

Supervisor/Director Signature:

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: Landfill Crew Foreman		Division: Landfill		Department: Solid Waste	
Job Code:		Pay Grade: 111		Cost Center: 4210	
Included/Exempt: Included		Pay Band: \$38,640.23 - \$59,892.36		FTE: 1.0	
EMPLOYEE:		Type of Transaction: NEW			
		Special Risk: Yes ☐ No ☒		Overtime: Yes ☒ No ☐	
1. This position reports directly to: Job Title <u>Landfill Manager</u> Job Code <u>0917</u> Pay Grade <u>115</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					
Landfill Finish Operator / 1068 /109 (2)					
Landfill Operator III / 1067 / 106 (3)					
Landfill Operator II / 1133 / 105 (2)					
Landfill Operator I/HHW/ 1132/ 103 (4)					
Landfill Spotter / 0957 / 102 (3)					

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled working supervisory position responsible for assisting the Landfill Manager in planning, directing, and supervising a work crew of up to twenty (20) skilled and semi-skilled personnel engaged in the disposal of non-hazardous solid waste at a Class I Landfill and a Construction and Demolition Debris Landfill.

Essential Job Functions:

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

- Assists the Landfill Manager with planning, scheduling, supervising and delegating work performed by certified Landfill Operators, Spotters, and Solid Waste Specialists engaged in solid waste disposal.
- Operates the following equipment in a finished grading capacity: 1) dozer, 2) four yard front-end loader, 3) motor grader, 4) excavator, 5) landfill compactor, 6) mixer, 7) other large and complex equipment. Occasionally operates smaller equipment.
- Serves as the primary coordinator of field employees.
- Responsible for assigning employees at various locations on site.
- Conducts periodic inspections during the day to ensure that work is being performed properly.
- Reviewing equipment inspection reports.
- Responsible for training of equipment operators in the use of landfill equipment and also has the authority to designate another trainer.
- Inspects equipment for proper maintenance and determines the need for repairs.
- Scheduling equipment repairs as needed.
- Track Equipment hours and repairs of equipment.
- Prepares operating records and reports, including material and time records on crews.
- Accurately calculates cover and road material quantities for landfill projects and maintenance.
- Serves as the primary coordinator of Recycling/HHW/E-Waste staff and daily operations.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

- Extensive working knowledge of the operation of landfill equipment.
- Good working knowledge of standards, practices, methods and equipment used in solid waste disposal; occupational hazards and necessary safety precautions, pertinent laws, ordinances and regulations.
- Skill in the operation of all heavy equipment identified with solid waste disposal.
- Ability to supervise the staff and work of assigned personnel including temporary employees, and volunteers.
- Ability to maintain routine records, record data used in regulatory compliance reports.
- Ability to read and interpret plans and blue prints significant to landfill designs and operations.
- Ability to make mathematical calculations in determining volumes, tonnages, and cubic yards identified with landfill operations.
- Ability to detect equipment malfunctions and affect minor repairs.
- Ability to establish and maintain effective working relationships with employees, and other agencies and enforce State and County sanitation laws, ordinances and policies.
- 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 10% of the time. Frequently communicates with the public and co-workers. Must be able to exchange accurate information in these situations. Occasionally moves materials and equipment weighing up to 40 lbs. Frequently works in a outdoor environment up to four (4) hours. Frequently operates a motor vehicle or heavy equipment for up to four (4) hours continuously or intermittently. Frequently positions self to work under or around various items to perform maintenance tasks. 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. Continuous exposure to moderately high noise levels.

MINIMUM QUALIFICATIONS**Education & Experience:**

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

Graduation from high school or possession of an acceptable equivalency diploma at the time of hire and a minimum of five (5) years of responsible experience in solid waste disposal of which tow (2) must have been in a highly responsible position. Three (3) years of government supervisory landfill construction and maintenance experience preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid FL Commercial Class A CDL with tanker endorsement and sanitary landfill operator certifications prior to completion of probationary period.

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 ☐

Title:

Date:

Supervisor/Director Signature:

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: Landfill Finish Operator		Division: Engineering		Department: Landfill	
Job Code: 1068		Pay Grade: 110		Pay Band: \$36,112.37 - \$55,974.17	
Included/Exempt: Included		Cost Center: 4210			
		FTE: 1.0			
EMPLOYEE:		Type of Transaction:			
		Special Risk: Yes ☐ No ☒ Overtime: Yes ☒ No ☐			
1. This position reports directly to: Job Title <u>Landfill Manager</u> Job Code <u>0917</u> Pay Grade <u>115</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for operation of heavy finish construction equipment in the Solid Waste Operation.

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.

- Operates the following equipment in a finish grading capacity: 1) dozer, 2) 4 yard front end loader, 3) motor grader, 4) excavator, 5) landfill compactor, 6) other larger and complex equipment. Occasionally operates smaller equipment.
- Complete extensive pre-trip Inspections and Operate medium to heavy construction equipment including Dozer, Excavators, and Compactors in the daily operations of the Solid Waste disposal sites.
- Helps in training and betterment of other less skilled operators or other staff.
- Performs routine preventive maintenance on equipment assigned and as directed performs light mechanical repairs as needed.
- Supervises staff from time to time when directed by the Landfill Operations Manager.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Washes, cleans and provides first echelon maintenance for all equipment operated.
- Cuts slopes and new grades in fine measurements and specifications.
- Operates other equipment as needed.
- Acts as a crew leader on certain jobs. Performs manual laboring tasks as needed.
- Occasional direct supervisory authority over crews working at specific work sites.
- Does ditching and other construction with graders, excavators and similar heavy equipment.
- Fills holes and repairs roads and landfill slopes.

Knowledge, Skills, and Abilities:

- Knowledge of the operation of finish equipment.
- Extensive knowledge of equipment inspections and operational skills of various pieces of medium and heavy construction equipment.
- Extensive knowledge of the hazards involved in the use of heavy equipment.
- Knowledge of precautionary measures necessary to avoid accidents.
- Skill and operation of finish grader, excavator or other similar heavy equipment.
- Ability to understand and communicate oral and written instructions.
- Ability to manage and supervise staff or contract personnel as appropriate.
- 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 10% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Frequently communicates with the public and co-workers. Must be able to exchange accurate information in these situations. Frequently ascends/descends stairs, ladders, scaffolding, etc. Occasionally moves materials and equipment weighing up to 40 lbs. Frequently works in a outdoor environment up to four (4) hours. Frequently operates a motor vehicle or heavy equipment for up to four (4) hours continuously or intermittently. Frequently positions self to work under or around various items to perform maintenance tasks. 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. Continuous exposure to moderately high noise levels.

MINIMUM QUALIFICATIONS**Education & Experience:**

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

Graduation from high school or possession of an acceptable equivalency diploma is preferred and a minimum of four (4) years of experience in the operation and routine maintenance of heavy construction equipment, in a finish grading capacity or a minimum of eight (8) years experience in the operation of heavy construction equipment.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid FL Commercial Class B license or higher while employed.

Other job related requirements:

Disaster Essential.

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

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

Employee Signature:

Date:

Discussed with Employee: Yes ☐ No ☐

Title:

Date:

Supervisor/Director Signature:

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: June 7, 2022

PRESENTER: Sherri L. Bennett, Human Resources Manager

SUBJECT/TITLE: Request approval of the Fourth Addendum to Agreement for Insurance Agent of Record For Employee Health Benefits.

STATEMENT OF ISSUE

The County and Agent entered into a written Agreement dated June 19, 2018 wherein Agent provides insurance agent of record services for employee health benefits to the County. The parties desire to renew the term of the original Agreement for a fourth additional one (1) year term up to and including June 19, 2023.

RECOMMENDED ACTION

Move to approve the Fourth Addendum to Agreement for Insurance Agent of Record For Employee Health Benefits.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [042722 - Highlands County BOCC - Gehring Group - FOURTH ADDENDUM TO EXTEND GG AGREEMENT TO 6.19.2023 - signed by GG_.pdf](#)
[Gehring_Group_Contract_2018.pdf](#)

**FOURTH ADDENDUM TO AGREEMENT FOR INSURANCE AGENT OF RECORD
FOR EMPLOYEE HEALTH BENEFITS**

THIS FOURTH ADDENDUM is made and entered this 7th day of June, 2022, by and between Highlands County, a political subdivision of the State of Florida (hereinafter called "County"), and The Gehring Group, Inc., (hereinafter called "Agent" or "Agent of Record").

RECITALS

WHEREAS, the County and Agent entered into a written Agreement dated June 19, 2018 wherein Agent provides insurance agent of record services for employee health benefits to the County (the "Agreement");

WHEREAS, the Agreement expires June 19, 2022; and

WHEREAS, the parties desire to renew the term of the original Agreement for a fourth additional one (1) year term up to and including June 19, 2023.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the County and Agent covenant and agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Article 1, TERM, of the Agreement is hereby amended to read as follows:
The term of this Agreement shall be for a term of one (1) year, commencing on June 20, 2022, and continuing up to and including June 19, 2023; and this Agreement may be renewed for one (1) additional one (1) year term by agreement, in writing, of the parties.
3. Except as otherwise provided herein all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum on the day first above written.

Highlands County, a political subdivision of
the State of Florida

By: Its Board of County Commissioners

Print Name: _____

Print Title: _____

ATTEST:

The Gehring Group, Inc.,
a Florida corporation

By: 
Kurt N. Gehring
President and CEO

ATTEST:



Kate Grangard, Director/CFO/COO

AGREEMENT FOR INSURANCE AGENT OF RECORD FOR EMPLOYEE HEALTH BENEFITS

THIS AGREEMENT, made this 19th day of June, 2018, by and between the Board of County Commissioners of Highlands County, Florida, (hereinafter called "Board"), and The Gehring Group, Inc., (hereinafter called "Agent" or "Agent of Record").

WHEREAS, the Board issued a Request for Proposals, RFP # 18-025, which is incorporated herein by reference, for the Insurance Agent of Record for Employee Health Benefits; and

WHEREAS, the Agent submitted a Proposal in response to the Board's Request for Proposals; and

WHEREAS, the Agent desires to render certain services as described in the Scope of Services, attached hereto as Exhibit A, and the Agent hereby certifies it has the qualifications, experienced staff, and resources to perform those services; and

WHEREAS, the Board has selected the Agent based upon the submitted Proposal as a qualified applicant to perform the requested Agent of Record services.

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

ARTICLE 1 TERM

The term of this Agreement shall be for a term of one (1) year, commencing on June 19, 2018, and this Agreement may be renewed for five (5) additional one (1) year terms by agreement, in writing, of the parties. The contracted services with the current coverage will begin on July 1, 2018.

ARTICLE 2 SCOPE AND RESPONSIBILITIES

The Board engages the Agent and Agent agrees to perform in a good and professional manner the services stated in RFP # 18-025 and attached herein as Exhibit A. The Agent agrees to act as the Agent of Record, who will provide services that ensure the board obtains the lowest-cost coverage while maintaining the best available benefits.

ARTICLE 3 TIME REQUIREMENTS FOR SERVICES

The Agent must be available to meet as needed, at a minimum of twelve times a year, with the Board of County Commissioners, County staff, the officials and employees of the other public entities that will receive services in connection with this Agreement, the Insurance Committee, or the general employee population for any insurance related needs that may arise.

ARTICLE 4 COMPENSATION

4.1 The compensation provides for services described in this statement of services (Attachment A) at the rates shown below:

Line of Coverage	Commission Rate
<i>Medical ASO</i>	<i>\$7.50 PEPM</i>
<i>Reinsurance</i>	<i>10%</i>
<i>Dental ASO</i>	<i>\$1.00 PEPM</i>
<i>Vision</i>	<i>5%</i>
<i>Life and AD & D</i>	<i>10%</i>
<i>Disability (if provided)</i>	<i>10%</i>
<i>Voluntary Products (Aflac, etc.)</i>	<i>Carrier Standard Rates</i>

The commission structure above is inclusive of the services outlined in the statement of services and without any additional hourly fees or charges for staff or travel. This compensation includes no limit to the onsite meetings with the entities of this contract. Furthermore, the compensation above includes:

- 4.1.1 Production of an annual employee benefits handbook (including printing costs)
- 4.1.2 BenTek Online Enrollment and Administration System including all training costs
- 4.1.3 Annual 112.08 filing of actuarial soundness
- 4.1.4 Online HR research tool for all employees and family members called *Think HR*

ARTICLE 5 INDEMNIFICATION

Agent agrees to, in addition to any other obligation to indemnify the Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the Board, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the Board to enforce this Indemnification shall be borne by the Agent. This Indemnification shall also cover all claims brought against the Board, its elected officials, employees, agents, or volunteers by any employee of the Agent. The Agent's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Agent's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

ARTICLE 6 INSURANCE

6.1 Required Insurance. Agent shall have and maintain in full force and effect the following insurance during the initial Term and all renewal Terms of this Agreement and shall furnish to the Board, Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

- a. Workers' Compensation. Agent of Record shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law.

This insurance policy must include Employer's Liability with a limit of \$100,000 each accident, \$500,000 disease (policy Limit), and \$100,000 disease (each employee).

- b. **Commercial General Liability. Occurrence Form Required:** Agent shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Agreement in the amount of \$1,000,000.00. Products and completed operations aggregate shall be \$1,000,000.00. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Agent of Records, products and completed operations, contract liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.00.
- c. **Commercial Automobile Liability Insurance:** The Agent shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- d. **Professional Liability Insurance:** The Agent shall have and maintain professional liability insurance with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any Agreement with the Board. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of 3 years following the termination of the Agreement entered into in connection with this RFP.

6.2 Additional requirements:

- a. **Certificates of Insurance** shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the Board before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.
- b. Agent shall provide notification to the Board by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- c. All insurance policies except Professional Liability shall be primary, and all insurance policies shall be written on forms acceptable to the Board and placed with insurance carriers approved

and licensed by the Insurance Department in the State of Florida that meet a financial A.M. Best & Company rating of no less than A: VII.

- d. In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Agreement, including any extended Term, the Board may suspend the Agreement until the new or renewed certificates are received by the Board in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, the Board may, in its sole discretion, terminate the Agreement for cause and Agent of Record shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 7 FAILURE TO PERFORM

The Agent shall be prepared to start providing services on **July 8, 2018**. Failure to complete the work as scheduled may result in written notice to the Agent terminating its right to proceed as to the whole or any part of this Agreement. Should the Agent be unable to supply services within a reasonable time or refuse to supply service, the Board may use the services provided by another Agent. The difference in the Agreement price of the services and that paid the new Agent for the services shall be charged to and paid by Agent by set-off against any amount owed by the Board to the Agent or, if none, shall be paid by the Agent to the Board within twenty (20) days after being invoiced by the Board.

Agent shall not, however be responsible for delays in service due to acts of the board, strikes, acts of God or fire, provided the Highlands County Administrator is notified in writing by the Agent of such pending or actual delay.

ARTICLE 8 ASSIGNMENT

No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

ARTICLE 9 SUBCONTRACTORS

No subcontractor may be used to perform the services required by this Agreement without the written approval of the Board.

ARTICLE 10 CONTRACT MANAGER

The County hereby designates the person having the following position as the Board's Contract Manager for this Contract. The Contract Manager shall be responsible for oversight, administration, and coordination of performance of this Agreement for the Board.

Human Resources Coordinator
600 South Commerce Avenue
Sebring, FL 33870

ARTICLE 11 TERMINATION

Either party may, upon providing one hundred twenty (120) days written notice, terminate the Agreement at any time, with or without cause, and if this Agreement is terminated, the Board shall be liable only for payment in accordance with the provisions of this Agreement for the services performed prior to the effective date of termination.

ARTICLE 12 ASSIGNMENT OF AGREEMENT

The Agent of Record shall not assign, transfer, convey, sublet or sell any portion of this Agreement or performance thereof unless written consent is given, in advance, by the County Administrator.

ARTICLE 13 EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (EEO) employer and as such encourages Agent of Record to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, marital status, country of origin, and creed. In addition, Agent of Record or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Agent of Record shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Agent of Record shall comply with all new state and federal EEO regulations.

ARTICLE 14 EMPLOYMENT ELIGIBILITY VERIFICATION

14.1 Definitions. As used in this Section.

- (a) Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee
 - i. Normally performs support work, such as indirect or overhead functions; and
 - ii Does not perform any substantial duties applicable to the Agreement.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Auditor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

14.2 Enrollment and verification requirements.

- (a) Agent of Record must be enrolled in E-Verify at time of contract award, and the Agent shall use E-Verify to initiate verification of employment eligibility of

- i. All new employees.
 - (A) Enrolled thirty (30) calendar days or more. Agent shall initiate verification of employment eligibility of all new hires of Agent, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
 - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Agent shall initiate verification of employment eligibility of all new hires of Agent who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
 - ii. Employees assigned to this Agreement. For each employee assigned to this Agreement, Agent shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Agreement, whichever date is later.
- (b) Agent shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify program MOU. Termination of Agent's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.
- 14.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.
- 14.4 Individuals previously verified. Agent is not required by this paragraph to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Agent through the E-Verify program.
- 14.5 Subcontracts. Agent shall include, and shall require the inclusion of, the requirements of this Section, including this paragraph (14.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

ARTICLE 15 CHANGES/AMENDMENTS

This Agreement constitutes the entire Agreement between the parties and supersedes any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, but all of which constitute the same Agreement, in the year and day first shown and mentioned.



Board of County Commissioners,
Highlands County, Florida

By

R. Greg Harris, Chairman

[SEAL]
ATTEST:

Robert W. Germaine, Clerk



[CORPORATE]

GEHRING GROUP, INC

By:

Attest:

By:

End of Page

EXHIBIT A

STATEMENT OF SERVICES

The County has requested a qualified entity to act as its agent of record and The Gehring Group, Inc. has responded as an agent of record with thorough knowledge of the health insurance industry, insurance providers, products, underwriting, and reasonable costs. The Insurance Agent of Record will be responsible for the health benefits plan administration as described in this statement of services and will foster working relationships with Human Resources/Insurance departments within the County, each Constitutional Office and the participating outside Agencies in the health plan. The HCBCC is aware of rising health care costs and wishes to ensure it obtains the lowest cost coverages while maintaining the best available benefits.

The Agent of Record will provide, according to best commercial practices:

- A. Annual review of employee health benefits for quality of benefit provided, cost effectiveness, competitiveness, and plan administration (by both the HCBCC and plan administrator). Make recommendations concerning any changes in terms, conditions, and limits.
- B. Assist with annual health benefit renewals, including negotiation of any change in contracts.
- C. If health benefits are marketed, prepare RFP specifications, identify appropriate markets, analyze Proposals submitted, make recommendations, and assist in negotiation of contracts.
- D. Provide such actuarial and/or consulting services as may be necessary to develop and communicate recommendations to include:
 - 1. Written analysis with sufficient details to support conclusions and recommendations.
 - 2. A discussion of any federal or state legislation affecting the funding of public health insurance programs.
 - 3. Complete details on claim administration and cost containment features of the recommended program.
 - 4. Any other information the agent deems appropriate.
 - 5. Review the health vendors documents and communication materials for accuracy of coverage, terms, and conditions.
- E. Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred benefits.
- F. Provide estimates of renewal rates and assist County staff in preparation of budget figures for health benefits.
- G. Evaluate appropriateness of alternative financing mechanisms such as partial or self-funding, and assist in structuring such financing, including recommendations pertaining to retention levels, stop-loss limits, etc.

- H. Provide information on employee benefit issues, trends, and proposed or new legislation.
- I. Be available to meet, as needed or at a minimum of twelve times a year with the HCBCC, County staff, the Insurance Committee, and the general employee population for any insurance-related needs that may arise.
- J. Assist in design and delivery of employee health benefits communication pieces, including presentations at the Health Benefits Fair and Employee Wellness Program.
- K. Additional responsibilities of the agent of record:

Evaluation & Education

- Evaluate benefit plans on a regular basis to ensure a competitive, efficient & cost effective program.
- Review benefit levels, eligibility, and employee contributions and compare to standards for like entities.
- Assist in developing proposals and strategies for use in budgeting process.

Renewal Negotiation

- Negotiate the pricing of benefits provided by carriers at each renewal.
- Analyze claims experience to determine trends and to project future costs.
- Evaluate plan design, funding, and administration alternatives for their potential to reduce cost or improve benefits.

Competitive Bidding

- Solicit and evaluate proposals from other vendors as needed.
- Prepare bid specifications, negotiate terms, and make recommendations.
- Perform RFP for annual Stop-Loss renewal
- Prepare specifications for a health clinic and advise Insurance Committee with selecting the most appropriate option(s).

Employee Communication

- Develop custom open enrollment and new hire communications to help employees better understand and appreciate their benefits.
- Assist in the coordination of Open Enrollment and Wellness events
- Conduct employee meetings as appropriate to explain major changes in coverage or to introduce a new carrier.
- Provide and administer one annual employee survey to determine areas of employee concern and/or needed improvement within existing benefits. Complete analysis of survey results and prepare and provide a concise report accompanying an action plan based on survey results.

Enrollment Coordination

- Prepare applications or amendments for signature.
- Organize the submission to the carrier; obtain confirmation of approval.
- Oversee printing of identification cards, booklets, contracts and amendments.
- Provide integrated software for enrollments, changes, and auditing of coverage(s).

Claims Resolution

- Assist employees in resolving claim problems.
- Work with the carriers, providers and collection agencies to ensure accurate and timely benefit payments.

- Coordinate all changes to the benefit program.
- Educate employees on plan benefits and claim procedures to help improve the processing of future claims.

Customer Service

- Provide assistance with billing and administrative needs, such as obtaining supplies, correcting billing errors, and seeking enrollment exceptions.
- Foster relationships with Human Resources/Insurance departments within each Constitutional Office and Outside Agency that participates in the health plan. The Agent of Record is expected to communicate directly with these entities.

Compliance Support

- Provide assistance in complying with various federal and state requirements, such as ACHA, PPACA, COBRA, HIPAA, FMLA, and ERISA.
- Provide guidance on responsibilities, and explain consequences of non-compliance.
- Research technical issues and suggest useful resources.
- Provide training as required to the Contact persons listed below.

Tracking Benefits

- Agent of Record will provide an electronic technology identified as BenTek which is equal to or better than "PlanSource" that is currently used. The system is flexible and an extensible health exchange and benefits engagement platform for benefits shopping, enrollment, billing and ongoing administration. The BenTek electronic technology will be used Health, Dental, Vision, Life, Employee Assistance Program, MDLive and Flexible Spending Account, and voluntary products such as AFLAC, TransAmerica or Nationwide (if possible based upon carrier enrollment requirements and capability).
- The electronic technology, if possible, should have the capability to interface with FinPlus, Superion or various payroll systems.
- Bentek software is a service from BenTek, Inc. that the Agent of Record has included in their compensation rates. The Agent of Record assures that the County can contract separately for services with BenTek, Inc. if this agreement is terminated.

CENSUS OF EMPLOYEES ELIGIBLE FOR INSURANCE

The following chart represents the entities that have employees that are eligible for insurance and the contacts for each entity. These contact persons will need access to the electronic technology used by the insurance Agent of Record for administrative purposes and will be the local contact for the Agent of Record's dedicated staff member.

Entity	Eligible Employees	Contact Person
Board of County Commissioners	330	Rebecca Cable
Clerk of Courts	76	Belinda Decker
Economic Development	2	Rebecca Cable
Retirees	119	Rebecca Cable
Property Appraiser	30	

Sebring Airport Authority	7	Rebecca Cable
Sheriff's Office	334	Rob Reed
Soil & Water Conservation District	5	
Sun 'N Lake of Sebring Improvement District	29	
Supervisor of Elections	6	
Tax Collector	38	Wendy Jacobs
TOTAL	976	

*as of December 1, 2017

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton Jr., P.E., County Engineer
Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request approval of the Agreement between City of Avon Park and Highlands County for Roadway Jurisdiction Transfer Agreement of South Lake Blvd.

STATEMENT OF ISSUE

The City of Avon Park has annexed portions of or properties adjacent to all of South Lake Boulevard in Avon Park. These annexations have created inconsistencies with respect to permitting and maintenance responsibilities for this segment of roadway. Approval of this document will transfer all jurisdiction and maintenance of S. Lake Blvd from W. Hal McRae Blvd south to Marble Ave to the City of Avon Park.

RECOMMENDED ACTION

Move to approve the Agreement between City of Avon Park and Highlands County for Roadway Jurisdiction Transfer Agreement of South Lake Blvd.

FISCAL IMPACT

There will be an average \$4,800 per year reduction in maintenance expenses realized to Fund 110.

Attachments: [Road Jurisdiction Agreement S Lake Blvd_05242022.pdf](#)

ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

(South Lake Boulevard)

THIS AGREEMENT, made and entered into by and between the Highlands County, a political subdivision of the State of Florida, hereinafter called "County," and the City of Avon Park, Florida, a Florida municipal corporation, hereinafter called "City". The County and the City are also referred to as "Party" and collectively as "Parties".

WITNESSETH

WHEREAS, the County owns and maintains South Lake Boulevard, as depicted on **EXHIBIT "A"**, attached hereto and incorporated herein by reference, including any and all areas designated as right of way in the public records of Highlands County, Florida, shown on any instrument recorded in the official records of Highlands County, Florida, or shown within the maintenance records of Highlands County, Florida, together with any and all infrastructure, signage and equipment for South Lake Boulevard (collectively referred to hereafter as "South Lake Boulevard"); and

WHEREAS, Section 335.0415, Florida Statutes, authorizes the City and the County to agree to the transfer of ownership of a public roadway.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows.

1. The above recitals are true and correct and incorporated herein.
2. As of the Effective Date hereof, the parties agree as follows with respect to the transfer of ownership and responsibility of and for South Lake Boulevard:
 - (a) The County hereby relinquishes any and all rights, responsibility and jurisdiction over and to South Lake Boulevard.
 - (b) The City hereby accepts ownership, operation, maintenance and responsibility for all of South Lake Boulevard.
3. This Agreement and any amendments hereto constitute the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.
4. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the

United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

5. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.
6. The County shall record this Agreement as required immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the City.

IN WITNESS WHEREOF, this Agreement is hereby effective on the date signed by the last party.

**HIGHLANDS COUNTY, a political
subdivision of the State of Florida**

Kathleen G. Rapp, Chair

ATTEST:

Jerome Kaszubowski, Clerk

Date

On the 23rd day of May, 2022 this Agreement was approved at a public hearing, and the vote was:

	Yes	No	Abstain	Absent
Mayor Anderson	☒	☐	☐	☐
Deputy Mayor Barnard	☒	☐	☐	☐
Councilmember McGuire	☒	☐	☐	☐
Councilmember Mercure	☒	☐	☐	☐
Councilmember Taylor	☒	☐	☐	☐

(Seal)

ATTESTED:

CITY OF AVON PARK, FLORIDA

Christian Hardman
Christian Hardman, City Clerk

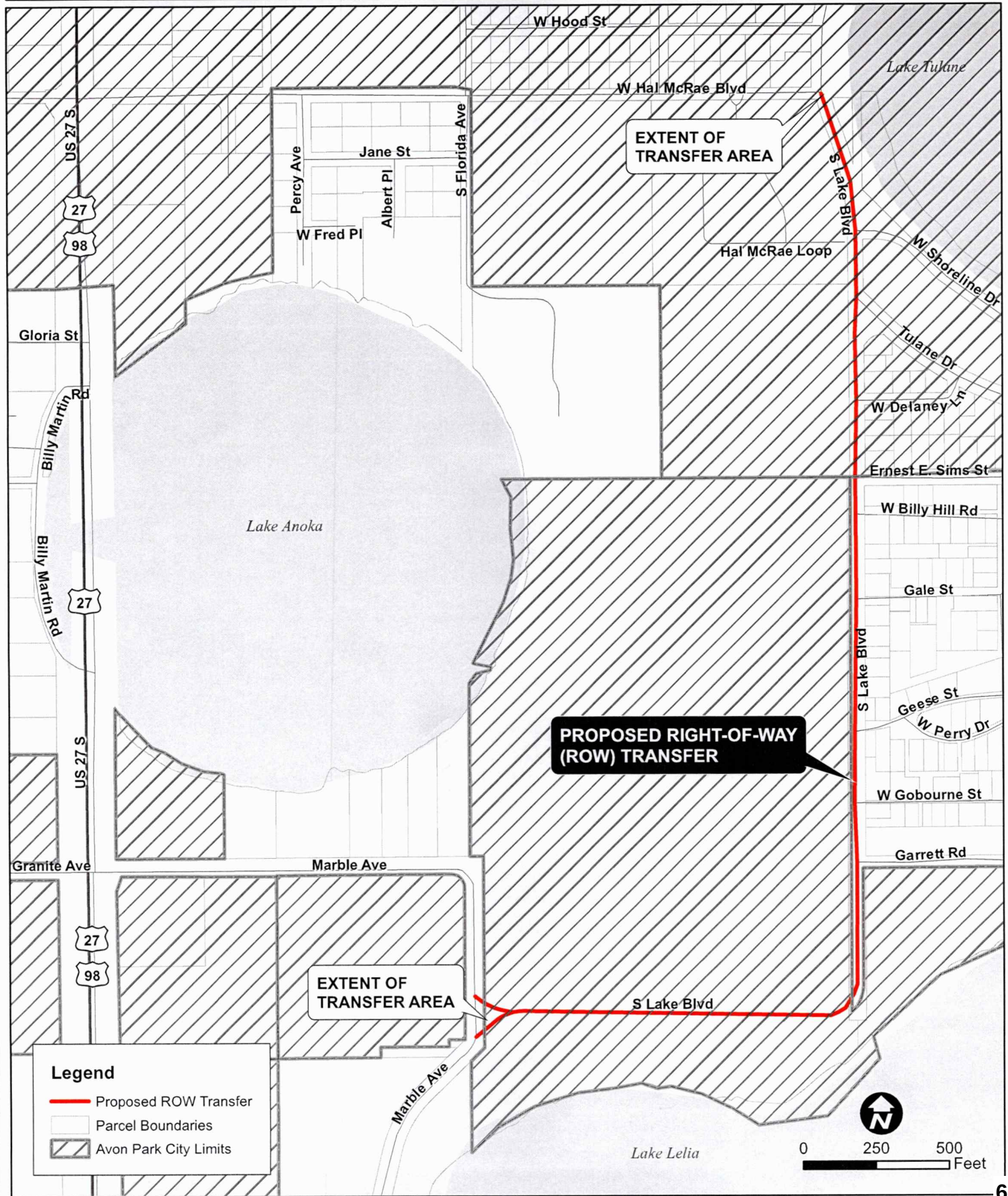
Garrett Anderson
Garrett Anderson, Mayor

APPROVED AS TO FORM:

Gerald T. Buhr
Gerald T. Buhr, City Attorney



Exhibit "A" LOCATION MAP



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer

SUBJECT/TITLE: Request to approve and execute the plat of L & D Estates for recordation.

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for L& D Estates which was prepared by Germaine Surveying, Inc. on behalf of the owners Luis E. Garcia and Danet M. Velazquez. The land subdivision process has been completed for this portion of property located at 205 Bluff Hammock Road, Lorida, FL, 33857, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

The County Attorney, County Engineer, County Surveyor, and Development Services Director have all approved and signed the referenced plat for recordation. The Fire Marshal, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have all approved the plat.

RECOMMENDED ACTION

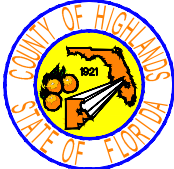
Move to approve and execute the plat of L & D Estates for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, N. Lake Drive and Bluff Hammock Road are maintained by the County already.

Attachments: [L & D Estates Location Map.pdf](#)
[L & D Estates Plat.pdf](#)



REVISIONS <table><thead><tr><th>DATE</th><th>BY</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>			DATE	BY	DESCRIPTION													STATUS FOR INFORMATION	DESIGNED BY: J.D. LANGFORD, P.E. DRAWN BY: STACEY MAHONEY CHECKED BY: J.D. LANGFORD, P.E. IN CHARGE: J.D. LANGFORD, P.E. DATE: 5/2/2022	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870 APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402 DATE:		L & D ESTATES 205 BLUFF HAMMOCK RD., LORIDA LOCATION MAP	SCALE: HORIZ. 1"=200' VERT. N/A <table><tr><td>PROJECT NO. N/A</td><td>REV. 0</td></tr></table> SHEET 1 OF 1	PROJECT NO. N/A	REV. 0
DATE	BY	DESCRIPTION																							
PROJECT NO. N/A	REV. 0																								

CERTIFICATE OF APPROVAL
BY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
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 _____ DAY OF _____ A.D. 2022.

SIGNED _____ CHAIRMAN OF THE BOARD.

ATTEST _____ CLERK OF THE BOARD (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

CLINTON HOWERTON, JR. P.E. COUNTY ENGINEER DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

LEAH SAULS DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY

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.

RALPH WHISLER, III, P.L.S. COUNTY SURVEYOR DATE APPROVED
FLORIDA REGISTRATION NO. 5248

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

SHERRY G. STUPHEN COUNTY ATTORNEY DATE

LEGAL DESCRIPTION:

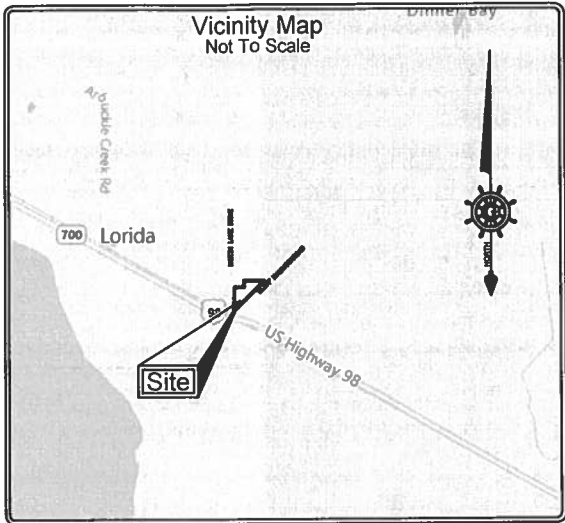
A PORTION OF THE N.W. 1/4 OF N.W. 1/4 OF SECTION 16, TOWNSHIP 35 SOUTH, RANGE 31
EAST, HIGHLANDS COUNTY, FLORIDA, LYING NORTH OF RAILROAD RIGHT OF WAY AND WEST
OF MONTSDEOCA ROAD N/WA BLUFF HAMMOCK ROAD, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID SECTION 16; THENCE SOUTH 88°31'43" EAST, ALONG
THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 323.44 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE SOUTH 88°31'43" EAST, ALONG THE NORTH LINE OF SAID
SECTION 16, A DISTANCE OF 698.71 FEET TO A LYING ON THE NORTH-WESTERLY RIGHT OF
WAY LINE OF BLUFF HAMMOCK ROAD, THENCE SOUTH 46°22'11" WEST, ALONG SAID RIGHT OF
WAY LINE, A DISTANCE OF 1,471.76 FEET TO A POINT LYING ON THE WEST LINE OF SAID
SECTION 16; THENCE NORTH 02°23'20" EAST, ALONG THE WEST LINE OF SAID SECTION 16, A
DISTANCE OF 817.67 FEET; THENCE SOUTH 88°31'43" EAST, A DISTANCE OF 323.44 FEET;
THENCE NORTH 02°23'20" EAST, A DISTANCE OF 225.00 FEET TO THE POINT OF BEGINNING.

L & D ESTATES

A PORTION OF N.W. 1/4 OF N.W. 1/4 OF SECTION 16, TOWNSHIP
35 SOUTH, RANGE 31 EAST, HIGHLANDS COUNTY, FLORIDA.

DATE: APRIL 25, 2022



GENERAL NOTES:

- 1) SYMBOL ■ INDICATES SET 4X4 MONUMENT W/ CAP LB8017.
- 2) SYMBOL ● INDICATES SET NAIL & DISK PSM3945.
- 3) SYMBOL ○ INDICATES SET IRON ROD & CAP PSM3945.
- 4) SYMBOL - INDICATES BEARING CHANGE
- 5) SYMBOL R= INDICATES RADIUS
- 6) SYMBOL D= INDICATES DELTA
- 7) SYMBOL L= INDICATES LENGTH
- 8) SYMBOL CB= INDICATES CHORD BEARING
- 9) SYMBOL CH= INDICATES CHORD LENGTH
- 10) SYMBOL U&D EASE. UTILITY & DRAINAGE EASEMENT
- 11) P.O.C. = POINT OF COMMENCE
- 12) P.O.B. = POINT OF BEGINNING
- 13) P.C. = POINT OF CURVE
- 14) P.T. = POINT OF TANGENT
- 15) BEARING SYSTEM BASED ON THE NORTH LINE OF SECTION 16, TOWNSHIP 35 SOUTH, RANGE 31 EAST, AS BEING S88°31'43"E.

16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL
DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO
CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR
DIGITAL FORM OF THE PLAT.

17) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.

18) ALL LOTS TO BE SERVED BY WELL AND SEPTIC TANK.

19) EASEMENT OVER THE WEST 33 FEET AS SHOWN IN INSTRUMENT RECORDED
IN OFFICIAL RECORDS BOOK 156, PAGE 100, OF THE PUBLIC RECORDS OF
HIGHLANDS COUNTY, FLORIDA.

20) RESERVATION BY STATE BOARD OF EDUCATION OF FLORIDA AS SHOWN IN
INSTRUMENT DATED SEPTEMBER 3, 1943 AND RECORDED IN DEED BOOK 83,
PAGE 247, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

21) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON
THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS
COUNTY.

LINE TABLE

BOUNDARY	—————
TIE LINE	-----
LOT LINE	-----
BUILDING	—————
CENTERLINE	-----
RIGHT OF WAY	-----
TOP OF BANK	-----TOD-----TOD-----
TOE OF SLOPE	-----TOS-----TOS-----
CENTERLINE OF SWALE	-----CLS-----CLS-----
OVERHEAD WIRES	-----OWE-----OWE-----

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS THAT LUIS ELOY GARCIA AND DANET MAESTRE VELAZQUEZ, AS TO A 50% INTEREST EACH, THE OWNER OF
PROPERTY ENTITLED "L & D ESTATES", HAS CAUSED THE SAME TO BE SURVEYED AND MAPPED AND CERTIFIES OWNERSHIP OF SAID PROPERTY
DESCRIBED HEREON, AND DOES HEREBY DEDICATE TRACT 1 TO HIGHLANDS COUNTY, FLORIDA, IN FEE SIMPLE PURPOSES, WITH SUCH TRACT 1
BEING SUBJECT TO THE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 156, PAGE 100, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY,
FLORIDA, AS SHOWN HEREON.

BY: _____
LUIS ELOY GARCIA, AS TO A 50% INTEREST

WITNESS: _____
SIGNATURE

PRINTED NAME

PRINTED NAME

RECORDED IN OFFICIAL RECORD BOOK 2768, PAGE 1215
OF PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS: _____
SIGNATURE

PRINTED NAME

BY: _____
DANET MAESTRE VELAZQUEZ, AS TO A 50% INTEREST

WITNESS: _____
SIGNATURE

PRINTED NAME

PRINTED NAME

RECORDED IN OFFICIAL RECORD BOOK 2768, PAGE 1215
OF PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS: _____
SIGNATURE

PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT BEFORE ME PERSONALLY APPEARED LUIS ELOY GARCIA AND DANET MAESTRE VELAZQUEZ, TO ME WELL KNOWN TO BE
THE PROPERTY OWNERS, AND WHO ACKNOWLEDGED THAT THEY EXECUTED SAME FREELY AND VOLUNTARILY.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ A.D. 2022.

(SEAL)

(SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA)

PERSONALLY KNOWN _____ OR

(PRINT, TYPE OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)

PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED _____

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME N. KASZUBOWSKI, 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
RECORDING OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORDING IN BOOK _____ OF PLATS AT PAGE _____ OF THE
PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS _____ DAY OF _____ A.D. 2022.

CLERK OF THE CIRCUIT COURT

(SEAL)

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "L & D ESTATES", COMPRISED OF 2 SHEETS, IS A TRUE AND CORRECT REPRESENTATION OF THE
LANDS SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE DEPARTMENT
OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE FOR LAND SURVEYING
AS DEFINED IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, PART 1: PLATTING, FLORIDA STATUTES AND COMPLIES
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

DATE

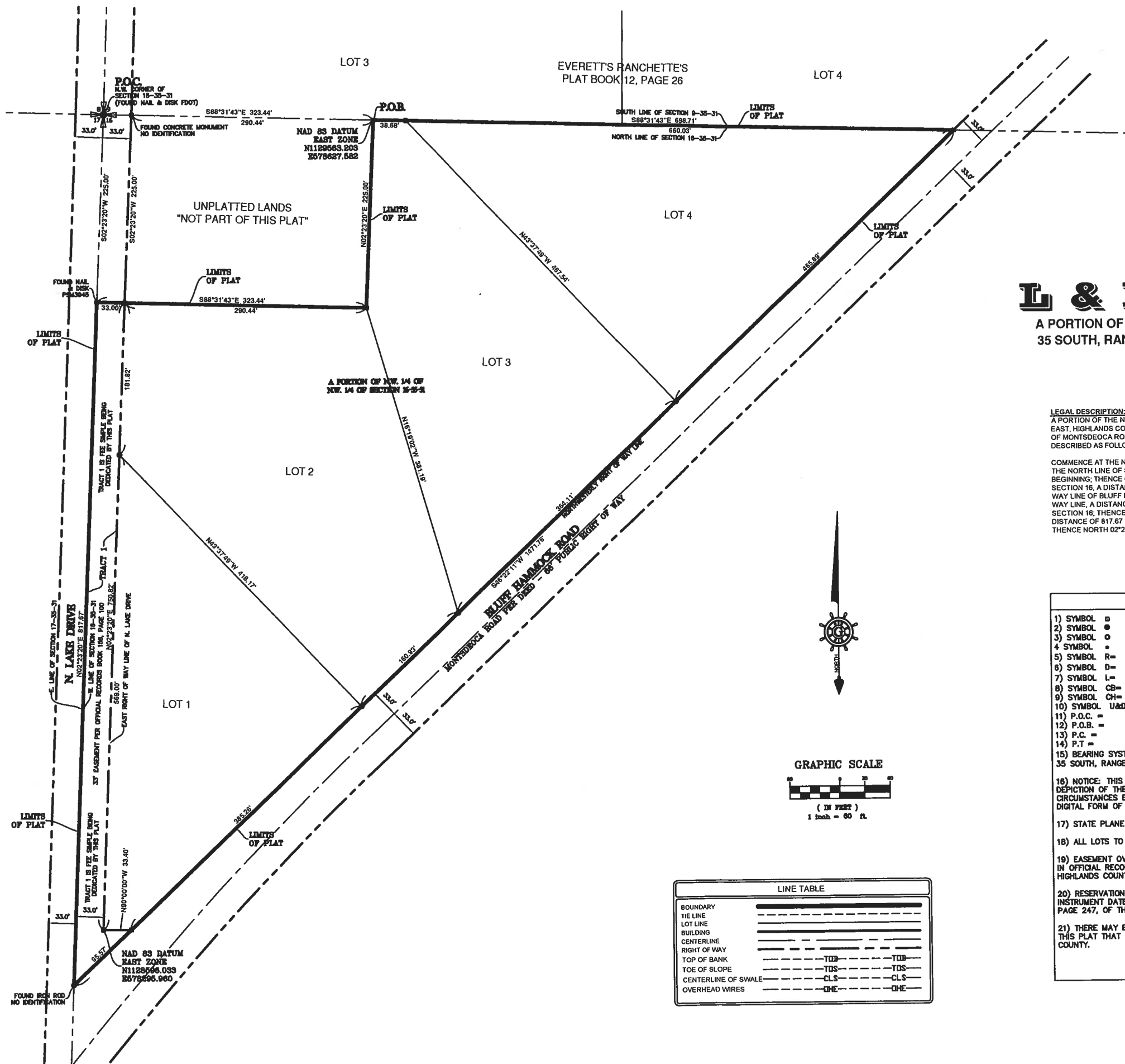
PRINTED NAME
FLORIDA PROFESSIONAL LAND SURVEYOR NUMBER 3945

(SEAL)

GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
LICENSE BUSINESS NO. 6017

PREPARED BY:
GERMAINE
SURVEYING INC.
PROFESSIONAL LAND SURVEYORS

3803 KENILWORTH BLVD. BUS. (883) 385-8858
SEBRING, FLORIDA 33870 FAX. (883) 382-4831
L.B. #6017 GERMAINE JOB# 578-20-004



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Ingrasherese A. Gardner, Community Programs Director

SUBJECT/TITLE: Request approval of the Affordable Housing Advisory Committee's (Committee) Review of the Local Housing Incentive Strategies Report and Authorize Submittal to the Florida Housing Finance Corporation.

STATEMENT OF ISSUE

This agenda item seeks Board approval of the recommendation in the Affordable Housing Advisory Committee (AHAC) 2022 Housing Incentives Strategies Recommendations Report.

The SHIP Program was created pursuant to the William E. Sadowski Affordable Housing Act of 1992 for the purpose of providing funds to local governments as an incentive for the creation of partnerships to produce and reserve affordable housing. During the 2007 Legislative session, House Bill 1375 was approved resulting in an amendment of section 420.9076, Florida Statute, requiring the County to reestablish the Committee.

The Committee was tasked with reviewing current affordable housing incentives and providing recommended changes to the incentives in the Report. The Affordable Housing Advisory Committee (AHAC) met to review the current Local Housing Incentive Plan and to discuss potential revisions to this plan.

A Public Hearing was held on Monday, May 23, 2022 as required. AHAC members approved the Local Housing Incentive Strategies Recommendation Report as reported at the scheduled Committee Meeting on May 25, 2022.

As required by Florida Statutes, the Report will be forwarded to the Florida Housing Finance Corporation.

RECOMMENDED ACTION

Move to approve the Affordable Housing Advisory Committee's (Committee) Review of the Local Housing Incentive Strategies Report and Authorize Submittal to the Florida Housing Finance Corporation.

FISCAL IMPACT

The Fiscal Impact of submitting the Housing Incentives Review and Recommendation Report to the Florida Housing Finance Corporation will ensure Highlands County remains in compliance with the State's SHIP Program regulations and remains eligible to receive annual allocation over the next three fiscal years. Highlands County received \$711,188 in Fiscal Year 2021 funding and the amount is anticipated to increase as the State's real estate market continues to improve.

Attachments: [Affrd Hous Incen Strat Rprt FINAL 2022.pdf](#)

Affordable Housing Advisory Committee
Report to Highlands County Board of County
Commissioners

Local Housing Incentive Strategies
Recommendation Report

2022

The Sadowski Affordable Housing Act, as approved by the Florida Legislature and codified as Chapter 420 of the Florida Statutes, requires the development of an Affordable Housing Incentive Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act. Section 420.9076 of the Florida Statutes, effective July 1, 2007, requires cities and counties receiving State Housing Initiatives Partnership (SHIP) funds to establish an Affordable Housing Advisory Committee (AHAC) by June 30, 2008. The Highlands County AHAC was established by Ordinance No. 93-11 (amended in Ordinance 21-22-08). The composition, responsibilities and reporting requirements for the AHAC, are outlined in Section 420.9076(2) F.S. and Chapter 67-37.010 F.A.C, as follows. **AMENDING CHAPTER 5.4, HOUSING, ARTICLE II, STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM, SECTION 5.4-37, CREATION OF AFFORDABLE HOUSING ADVISORY COMMITTEE**

Committee Composition

The AHAC shall consist of at least 8 but not more 11 members. The AHAC shall include at least one local elected county official and the remaining members shall be representatives from the following categories, with only one member filling the following categories: (1) The banking or mortgage industry in connection with affordable housing; (2) An advocate for low income persons in connection with affordable housing; (3) Actively engaged in the residential home building industry in connection with affordable housing; (4) Actively engaged as a real estate professional in connection with affordable housing; (5) A representative of those areas of labor actively engaged in home building in connection with affordable housing; (6) One citizen who represents employers within the jurisdiction of Highlands County; (7) One citizen who resides within the jurisdiction of Highlands County; (8) One citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174; (9) One citizen who represents essential services personnel, as defined in the local housing assistance plan; (10) One citizen who is actively engaged as a for-profit provider of affordable housing; (11) One citizen who is actively engaged as a not-for-profit provider of affordable housing.

Doritz (Dory) Lobo – engaged in the banking or mortgage industry in connection with affordable housing

Bill Stephenson - advocate for low income persons in connection with affordable housing

Jimmie Fuller - engaged in the residential home building industry in connection with affordable housing

Audrey Asciutto - engaged as a real estate professional in connection with affordable housing

Matt Griffin - representative of those areas of labor actively engaged in home building in connection with affordable housing

June Bateman - One citizen who represents employers within the jurisdiction of Highlands County

Brittany McGuire - One citizen who resides within the jurisdiction of Highlands County

Stefanie von Paleske-Bush - One citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174

Anthony Cruz - One citizen who is actively engaged as a for-profit provider of affordable housing

Tod Schwingel - One citizen who is actively engaged as a not-for-profit provider of affordable housing.

Responsibilities

AHAC shall review the established policies and procedures, ordinances, land development regulations, and adopted comprehensive plan of the city and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. At a minimum, the committee shall submit a report for local housing incentive strategies to the mayor and city commission that includes recommendations on, and every three years thereafter evaluates the implementation of, local housing incentive strategies in the following areas:

Committee Reporting Requirements

The AHAC report must address the implementation of affordable housing incentives in at least the following eleven (11) areas: 1). Processing approvals of development orders or permits; 2). Modification of impact fee requirements; 3). Density flexibility; 4). The reservation of infrastructure capacity; 5). Affordable accessory residential units; 6). Reduction of parking and setback requirements 7). Flexible lot configurations, including zero-lot-line configurations 8). Modification of street requirements; 9). A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing; 10). A printed inventory of locally owned public lands suitable for affordable housing; and 11). Policies which support development near transportation hubs and major employment centers and mixed-use developments.

PROPOSED AFFORDABLE HOUSING ADVISORY COMMITTEE RECOMMENDATIONS

Highlands County SHIP Affordable Housing Incentive Strategies 2015 Report

1. **Incentive:** The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive. In addition, the Land Development Regulations include a formal expedited process for affordable housing projects.

2. **Incentive:** The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive. In addition, the adopted Impact Fee Ordinance include provisions for modifications of impact fee requirements.

3. **Incentive:** The allowance of flexibility in densities for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive. In addition, the Land Development Regulations include development districts that provide a 15% increase in the authorized number of dwelling units.

4. **Incentive:** The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive.

5. **Incentive:** The allowance of affordable accessory residential units in residential zoning districts.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: Location in Land Development Regulations (LDRs) for Special Exceptions.

6. **Incentive:** Reduction of parking and setback requirements for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Land Development Regulations (LDRs) of Highlands County includes the process address this incentive. Although these provisions are not specific to affordable housing, they still achieve the goal of reducing parking and setback requirements for affordable housing.

7. **Incentive:** The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: Article 5 Section 12.05.260 of the County's Land Development Regulations enables the creation of "Traditional neighborhood development district" (TNDs) specifically to allow the optional development and redevelopment of land within the unincorporated areas of Highlands County consistent with the above incentive.

8. **Incentive:** The Modification of street requirements for affordable housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: Article 5 Section 12.05.260 of the County's Land Development Regulations enables the creation of "Traditional neighborhood development district" (TNDs) specifically to allow the optional development and redevelopment of land within the unincorporated areas of Highlands County consistent with the above incentive.

9. **Incentive:** A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County and the Local Housing Assistance Plan (LHAP) include objectives and policies which address this incentive

- 10. Incentive:** The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

Current Status: Under development.

Review Synopsis:

Encourage Highlands County Government and encourage Highlands County municipalities to have their Printed Inventory of vacant properties published on line and accessible via the internet to the public.

- 11. Incentive:** Policies which support development near transportation hubs and major employment centers and mixed-use developments.

Current Status: Highlands County currently has a program for this incentive.

Review Synopsis: The Housing Element of the 2030 Comprehensive Plan of Highlands County includes objectives and policies which address this incentive.

- 12. Other affordable housing incentives identified by the advisory committee.**

Current Status: Housing Strategies currently require repayment with interest.

Review Synopsis: The advisory committee recommends the Board of County Commissioners consider revisions to the loan terms for the various incentive strategies that are currently provided.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 7, 2022

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-081 for 2nd quarter FY 22 reemployment charges.

STATEMENT OF ISSUE

The Unemployment Compensation charges for the Board of County Commissioners for the 2nd quarter of FY 21/22 are \$7,562.80. The Cost Centers listed on the attached budget amendment have unemployment claims being charged against them that currently do not have funds available as Board departments do not budget for unemployment charges unless there were anticipated reductions to staff as part of the FY 21/22 Adopted Budget. Budget Amendment 21-22-081 will transfer funds from the Central Services (Insurance account) in the General Fund and the Regular Salaries & Wages account for the Transportation Trust and Building Funds to the affected departments' Unemployment Compensation account to pay for the 2nd quarter's unemployment claims for FY 21/22.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-081 for the 2nd quarter unemployment claims for FY 21/22.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring \$3,025.00 from cost center 2111 (Central Services) to cost centers 2700 (County Planning) in the amount of \$3,025.00. In addition, there is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget as this budget amendment is realigning \$1,498.80 in cost center 4102 (Road & Bridge Service) and \$2,250.00 in cost center 4106 (ROW Maintenance) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation) in each cost center, totaling \$3,748.80. Lastly, there is no fiscal impact to Fund 180 (Building) or the overall budget as this budget amendment is realigning \$789.00 in cost center 3440A (Building Division) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).

Attachments: [21-22-081 Reemployment Tax - 2nd Q 22 \(BA\).pdf](#)

May 23, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 5/23/2022

SUBMITTED BY: OMB

FUND(S): 005, 110, 180 FUND TITLE(S): General, Transportation Trust, Building COST CENTER(S) #: 2111, 2700, 4102, 4106, 3440A

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Central Svcs, Planning, Road & Bridge Svcs, ROW
Maintenance, Building Division
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2111	54500	Insurance		897,578.11		3,025.00	894,553.11
E	005	2700	52500	Unemployment Compensation		48.64	3,025.00		3,073.64
E	110	4102	51200	Regular Salaries & Wages		2,314,364.70		1,498.80	2,312,865.90
E	110	4102	52500	Unemployment Compensation		49.30	1,498.80		1,548.10
E	110	4106	51200	Regular Salaries & Wages		303,007.00		2,250.00	300,757.00
E	110	4106	52500	Unemployment Compensation		2,025.00	2,250.00		4,275.00
E	180	3440A	51200	Regular Salary & Wages		518,317.00		789.00	517,528.00
E	180	3440A	52500	Unemployment Compensation		0.00	789.00		789.00

REASON: To adjust the budget for reemployment claims for the 2nd Quarter of FY 21/22.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-081

TRANSFER TYPE:

Approval

ACTION:

☒ ITEM TO ITEM
☐ RESERVE
☐ BY RESOLUTION
☐ SUPPLEMENTAL BUDGET

Board ☐ Approved ☐ Denied
County Administrator ☐ Approved ☐ Denied

Denial

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-082 in the amount of \$72,445.46 to upgrade the Highlands County Solid Waste Department's Scale weighing and routing software.

STATEMENT OF ISSUE

The Scalehouse software program that is currently being used by the Solid Waste Department at the Highlands County Solid Waste Management Center was installed in 2006. Since the initial installation, Paradigm Software has developed and implemented a web-based scale program. Until recently the Landfill could not upgrade to the web-based scale program because the T-1 connection, which provides internet connection to the Finance Department, was not fast enough to support using the new program. The inability to upgrade has caused significant issues with reconciling the day's work. In October 2021, the fiber installation at the Highlands County Solid Waste Management Center was completed. With the installation of fiber, the scalehouse software can now be upgraded since the fiber connection is stable enough to use a web-based program.

The total cost for the Scalehouse software upgrade is \$72,445.46. Funds in the amount of \$61,695.46 will need to be reallocated from Cost Center 9990F (Budgetary Expenditure 401), Account 59900 (Reserve for Contingency) to Cost Center 4210 (Refuse Disposal) Account 54600Z (Project Repair & Maintenance), Account 55200Z (Project Operating Supplies), Account 55403 (Project Education & Training), Account 56400Z (Project Machinery & Equipment) and Account 56810Z (PC Software Purchase over \$25K) Project #21081. Also, Funds in the amount of \$10,750.00 will need to be reallocated from Cost Center 4230 (Asphalt Plant), Account 55211 (Gas & Oil) to Account 54600Z (Project Repair & Maintenance) and Account 56810Z (PC Software Purchase over \$25K) to Project #21081.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-082 in the amount of \$72,445.46.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring \$61,695.46 from the Solid Waste Reserve for Contingency account. In addition, there is no fiscal impact to Fund 420 (Energy Recovery Fund) as \$10,750.00 is being transferred from account 55211 to Project 21081 (Compuweigh Upgrade) as described above.

Attachments: [21-22-082 Proj 21081 Compuweigh Upgrade \(BA\).pdf](#)
[21-22-082 Proj 21081 Compuweigh Upgrade \(Reserve\).pdf](#)

May 23, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

Clinton Howerton, Jr.,P.E.,
County Engineer

DATE: 5/18/2022

SUBMITTED BY:

FUND(S): 401,420 FUND TITLE(S): Solid Waste, Energy Recovery COST CENTER(S) #: 9990F, 4210, 4230
PROJECT(S) #: 21081 PROJECT TITLE(S): Compuweigh Upgrade COST CENTER TITLE(S): Plant
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	401	9990F	59900	Reserve for Contingency		83,975.00		61,695.46	22,279.54
E	401	4210	54600Z	Project Repair & Maintenance	21081	0.00	1,575.00		1,575.00
E	401	4210	55200Z	Project Operating Supplies	21081	0.00	8,430.94		8,430.94
E	401	4210	55403Z	Project Education & Training	21081	0.00	6,300.00		6,300.00
E	401	4210	56400Z	Project Equipment	21081	0.00	15,064.52		15,064.52
E	401	4210	56810Z	Project PC Software Purchase over \$25K	21081	0.00	30,325.00		30,325.00

REASON: This Budget Ammendment is necessary to reallocate funds in the amount of \$72,445.46 from Fund 401 (Solid Waste Fund) and Fund 420 (Energy Recovery Fund) to Project 21081 to upgrade the Scale weighing and routing software.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-082

TRANSFER TYPE:

Approval
Denial

ACTION:
Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
XX RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 2

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-082

[illegible]

SOLID WASTE FUND - 401 (9990F)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		\$250,000.00	
12/21/21	12/21/21	21-22-029	(\$55,110.00)	\$194,890.00	To appropriate funds in project 20045 for the cost of relocation of Bald Eagle nests and Caracara nests.
01/18/22	01/18/22	21-22-041	(\$75,000.00)	\$119,890.00	To create project 21063 for the additional unexpected cost of Recycling Collection drop-off site improvements.
05/17/22	05/17/22	21-22-078	(\$35,915.00)	\$83,975.00	To add funding to Proj. 20045 for environmental study of FL Bonneted Bat and FL Grasshopper Sparrow.
06/07/22		21-22-082	(\$61,695.46)	\$22,279.54	To fund Project 21081 to upgrade the Scale weighing and routing software.
REVISED TOTAL:				\$22,279.54	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: May 24, 2022

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request adoption of Resolution 21-22-115 for Budget Amendment 21-22-085 to realign funds for the Avon Park fuel site upgrades and E Winthrop Street roadway improvements.

STATEMENT OF ISSUE

This budget amendment is requesting the realignment of funds to transfer Project 20044 balance of \$65,170.63 and current year funding balances from several other road projects that came in under budget in the amount of \$76,359.28 to Project 21093 and Project 21094 to complete an additional need. For a total re-alignment of \$141,529.91.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-115 for Budget Amendment 21-22-085 to realign funds for the Avon Park fuel site upgrades (Project 21094) and E Winthrop Street roadway improvements (Project 21093) in the amount of \$141,529.91 that are no longer needed for Project 20044 (E Avon Pines Road) and various reconstruct projects that have been completed.

FISCAL IMPACT

There is no additional fiscal impact to Fund 151 or the overall budget. This budget amendment is merely moving adopted funds from Project (20044) and various reconstruct projects and re-appropriating said funds into Project 21093 and 21094. This amendment realigns \$141,529.91.

Attachments: [21-22-085 R&B Transfer Proj Balances to 21093 & 21094_REVISED \(BA\).pdf](#)
[21-22-115R R&B Transfer Proj Balances to 21093 & 21094 \(RESOLUTION\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

PAGE 1 of 3

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 5/19/2022

SUBMITTED BY: **Jonathan Harrison**

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
R	151	4102A	3999100Z	Project Fd Bal Forward	20044	309,593.74		65,170.63	244,423.11
E	151	4102A	56300Z	Project Improvements	20044	232,264.04		65,170.63	167,093.41
E	151	4102A	56300Z	Project Improvements	21015	32,000.00		2,682.38	29,317.62
E	151	4102A	56300Z	Project Improvements	21017	75,000.00		388.28	74,611.72
E	151	4102A	56300Z	Project Improvements	21018	106,000.00		28,636.60	77,363.40
E	151	4102A	56300Z	Project Improvements	21021	50,000.00		11,049.81	38,950.19
E	151	4102A	56300Z	Project Improvements	21022	48,000.00		3,937.95	44,062.05

REASON: To distribute funds from completed Road Reconstruction projects into the individual Road Projects approved by the Road Committee Meeting.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-085

TRANSFER TYPE:

Approval

ACTION:

Denial

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

<u>XX</u>	ITEM TO ITEM
	RESERVE
<u>XX</u>	BY RESOLUTION
	SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk:

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 3

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-085

[illegible]

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 3 of 3

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-085

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

[illegible][illegible]

Form Revised 08/05/2020

RESOLUTION NO. 21-22-115

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-085 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 21-22-085 is hereby approved and authorized to transfer unspent Project 20044 balance to Project 21093 to complete an additional need in the amount of \$65,170.63, along with current year funding balances from several other road projects that came in under budget.

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 7th day of June, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jun 7, 2022

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request adoption of Resolution 21-22-116 for Budget Amendment 21-22-086 for realigning funds and to appropriate Insurance Proceeds for a new motor and repairs for a Road and Bridge Dump truck.

STATEMENT OF ISSUE

Budget amendment 21-22-086 is requesting to appropriate insurance proceeds for a new motor for a Road and Bridge Dump truck to repair the vehicle for a net increase in the amount of \$90,807.00.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-116 for Budget Amendment 21-22-086 for realigning funds and to appropriate Insurance Proceeds for a new motor and repairs for a Road and Bridge Dump truck.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of \$90,807.00 that will be appropriated in cost center 4102A (Transportation Projects), account 56400 (Machinery & Equipment) for the repair of the damaged dump truck.

Attachments: [21-22-086 R&B Dump Truck Insurance Proceeds \(BA\).pdf](#)
[21-22-116R R&B Dump Truck Insurance Proceeds \(RESOLUTION\).pdf](#)

May 24, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 5/23/2022

SUBMITTED BY: Jonathan Harrison

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

PROJECT(S) #: _____ PROJECT TITLE(S): _____ 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
R	151		3694010	Insurance Proceeds		53,675.00	90,807.00	0.00	144,482.00
E	151	4102A	56400	Machinery & Equipment		273,118.00	90,807.00	0.00	363,925.00
									0.00
									0.00
									0.00
									0.00

REASON: To appropriate Insurance Proceeds for a new motor for a Road and Bridge Dump Truck in the amount of \$90,807.00 to repair the vehicle.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-086

TRANSFER TYPE:

____ Approval

ACTION:

____ Denial

Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-116

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-086 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 21-22-086 is hereby approved and authorized to appropriate Insurance Proceeds for a new motor for a Road and Bridge Dump truck to repair the vehicle for a net increase in the amount of \$90,807.00.

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 7th day of June, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton Jr., P.E., County Engineer

SUBJECT/TITLE: Request adoption of Resolution 21-22-118 for Supplemental Agreement #1 for Project 17062 - Sebring Parkway Phase IIA and Resolution 21-22-119 for Supplemental Agreement #2 for Project 17063 - Sebring Parkway Phase IIB.

STATEMENT OF ISSUE

Attached, for your review and approval are Resolution 21-22-118 for Supplemental Agreement #1 for the Sebring Parkway Phase II-A project 17062 and Resolution 21-22-119 for Supplemental Agreement #2 for the Sebring Parkway Phase II-B project 17063. The supplemental agreements were previously presented to and approved by the Board on May 19, 2022. Florida Department of Transportation (FDOT) now requires that a resolution be included with all Supplemental Agreements.

The attached resolutions were prepared by the County's Legal staff.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-118 for Supplemental Agreement #1 for Project 17062 - Sebring Parkway Phase IIA and Resolution 21-22-119 for Supplemental Agreement #2 for Project 17063 - Sebring Parkway Phase IIB.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or to the overall FY 21-22 budget as there are no monetary changes within these supplemental agreements.

Attachments: [Res. 21.22.118_FDOT Project 429841-1-54-01.pdf](#)
[Res. 21.22.119_FDOT Project 433553-1-54-01.pdf](#)

RESOLUTION NO. 21-22-118

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO SUPPLEMENTAL NO.: 1 TO THE
AGREEMENT WITH FDOT RELATED TO CONTRACT NO.:
G0D49 FINANCIAL PROJECT NO.: 429841-1-54-01;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR APPROVAL OF AMENDMENT AND
AUTHORIZATION TO EXECUTE; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on June 28, 2016, Highlands County authorized the Agreement with the Florida Department of Transportation (FDOT) pursuant to the County Incentive Grant Program, FDOT Financial Project No.: 429841-1-54-01, for the design and construction of the Sebring Parkway Phase IIA project; and

WHEREAS, the original Agreement does not contain certain financial audit terms which are now statutorily required for State Funded Grant Agreements; and

WHEREAS, Highlands County has determined that it is in its best interest to execute the Amendment to the Agreement in order to comply with the current requirements for State Funded Grant Agreements.

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 Amendment and Authorization to Execute. Supplemental No.: 1 to the Agreement, related to FDOT Financial Project No.: 429841-1-54-01, for the design and construction of the Sebring Parkway Phase IIA project attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate

the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to Supplemental No.: 1 to the Agreement pertaining to FDOT Financial Project No.: 429841-1-54-01, 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 retroactively back to May 17, 2022, when Supplemental No.: 1 to the Agreement pertaining to FDOT Financial Project No.: 429841-1-54-01, was originally approved by Highlands County.

PASSED AND ADOPTED this ____ day of _____, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”
Supplemental No.: 1
FDOT Financial Project No.: 429841-1-54-01

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

01

CONTRACT NO.

G0D49

FPN

429841-1-54-01

Recipient: Highlands County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on June 28, 2016 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

The original State Funded Grant Agreement executed on June 28, 2016 is replaced in its entirety by the attached State Funded Grant Agreement, incorporated by reference, which also provides a time extension from the original CIGP Agreement. The new expiration date will be June 30, 2023.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The June 28, 2016 State Funded Grant Agreement does not contain certain financial audit terms and conditions which were implemented by the Florida Department of Financial Services (DFS) and are required by Florida statutes since the time period of the original agreement. The purpose of this Supplemental Agreement #1 is to cure these defects with a new State Funded Grant Agreement that is in compliance with statutory and DFS requirements as well as to provide a time extension as requested by Highlands County.

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

RECIPIENT:

Highlands County

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Kathleen G. Rapp

Title:

Chairperson

May 17, 2022



By: _____

Name:

Title:

Legal Review:

DS

DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>433553-1-54-01</u>	Fund: <u>CIGP</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>09 - Highlands</u>	Contract No: <u>G0D49</u>	Vendor No: <u>F596000655046</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Highlands County, ("Recipient").
The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in widening the existing two-lane undivided Sebring Parkway to a four-lane divided facility, from north of Youth Care Lane to south of Desoto Road, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$5,500,000.00 (Five Million Five Hundred Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,811,072.00 and, additionally the Department's participation in the Project shall not exceed 70% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, and J are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Highlands County



By: Kathleen D. Rapp
Name: Kathleen D. Rapp
Title: Chairperson

May 17, 2022

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 429841-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Highlands County (the Recipient)

PROJECT LOCATION:☐ The project is on the National Highway System.☐ The project is on the State Highway System.**PROJECT LENGTH AND MILE POST LIMITS:** 0.700 miles

PROJECT DESCRIPTION: Widening the existing two-lane undivided Sebring Parkway to a four-lane divided facility, from north of Youth Care Lane to south of Desoto Road

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities. The purpose of this Exhibit is to describe the scope of work and the responsibilities of Highlands County in Connection with the design and construction of the Sebring Parkway Phase IIA project.

The Sebring Parkway Phase IIA project involves construction of widening the existing two-lane undivided facility to a four-lane divided facility. The improvement will begin approximately 500 feet north of the existing intersection of Youth Care Lane and continue south ending with a transition back to the existing two-lane undivided roadway approximately 600 feet south of Desoto Road. The project length including the transition is approximately 0.700 miles. Additionally, signalization improvements will be included at Youth Care Lane and Desoto Road intersections. The widened typical section will be an urban section composed of two 12 foot travel lanes in each direction. An 8-foot wide concrete multi-use path will be provided on the east side of the roadway. Improvements to the South Central Florida Express, Inc. railroad crossing #923719-Y will be required.

The general objective is for Highlands County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements. The services performed shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2016 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (latest edition).

Specifically and non inclusive, the following are included in the Scope of Services:

Roadway signing and pavement markings to meet the latest Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

Construct or reconstruct, as appropriate, side streets which will be connected to Sebring Parkway Phase IIA.

Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

The design criteria shall meet design standards set forth in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2016 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (latest edition).

Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated, including any utility design and utility relocation of impacted utility facilities.

A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

Obtain topographic survey sufficient to provide proposed design.

Acquisition of all applicable stormwater and environmental permits. Acquisition includes all associated permit fees.

Specifically and non inclusive, the following are included as Deliverables for the Scope of Services:

A Final Topographic Survey Map, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida, will be provided. Survey products and services shall comply with pertinent Florida Statutes and the Florida Administrative Code.

A signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida.

Final Pavement Design with supporting documentation.

Roadway Plans and Component Plan Sets for FDOT review and preliminary and final completeness.

Final Pavement Design with supporting documentation.

Verification of coordination and dispensation of conflicts with affected utility owners.

Draft Plan Specifications and bid package, will be provided by final Plan review.

Record copies of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm Water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations.

Final Roadway Plan and Component Plan Set - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, in responsible charge of the project's design.

Final Plan Specifications - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, will be provided.

Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

Provide Construction Engineering and Inspection (CEI).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by

- b) Design to be completed prior to the notice to proceed for design.
- c) Right-of-Way requirements identified and provided to the Department prior to the notice to proceed for construction.
- d) Right-of-Way to be certified by prior to the notice to proceed for construction.
- e) Construction contract to be let by March 31, 2021.
- f) Construction to be completed by June 30, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Highlands County 505 South Commerce Avenue Sebring, FL 33870		FINANCIAL PROJECT NUMBER: 429841-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (CIGP)	\$5,500,000.00	\$1,688,928.00	\$3,811,072.00	☐ In-Kind ☐ Cash
FY: 2016	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$5,500,000.00 %	\$1,688,928.00 %	\$3,811,072.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$5,500,000.00	\$1,688,928.00	\$3,811,072.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Zoe Giannopoulos

District Grant Manager Name

DocuSigned by:

Zoe Giannopoulos

4/19/2022 | 9:17 AM EDT

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Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Highlands County

PROJECT DESCRIPTION: widening the existing two-lane undivided Sebring Parkway to a four-lane divided facility, from north of Youth Care Lane to south of Desoto Road

FPID#: 429841-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ **P.E.**

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$3,811,072.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION NO. 21-22-119

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO SUPPLEMENTAL NO.: 2 TO THE
AGREEMENT WITH FDOT RELATED TO CONTRACT NO.:
G0X84, FINANCIAL PROJECT NO.: 433553-1-54-01/02;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR APPROVAL OF AMENDMENTS AND
AUTHORIZATION TO EXECUTE; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on June 21, 2018, Highlands County authorized the Agreement with the Florida Department of Transportation (FDOT) pursuant to the County Incentive Grant Program, FDOT Financial Project No.: 433553-1-54-01, for the Sebring Parkway phase IIB from US 27 to Desoto; and

WHEREAS, on June 18, 2020, Highlands County adopted Resolution 19-20-97, authorizing the Supplemental Agreement No.: 2 with the Florida Department of Transportation (FDOT) pursuant to the State Funded Grant Program, FDOT Financial Project No.: 433553-1-54-01/02, for the Sebring Parkway phase IIB from US 27 to Desoto;

WHEREAS, the original Agreement does not contain certain financial audit terms which are now statutorily required for State Funded Grant Agreements; and

WHEREAS, Highlands County has determined that it is in its best interest to execute the Amendment to the Agreement in order to comply with the current requirements for State Funded Grant Agreements.

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 Amendments and Authorization to Execute. Supplemental No.: 2 to the Agreement, related to FDOT Financial Project No.: 433553-1-54-01, for the Sebring Parkway Phase IIB from US 27 to Desoto, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to Supplemental No.: 2 to the Agreement pertaining to FDOT Financial Project No.: 433553-1-54-01, 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 retroactively back to May 17, 2022, when Supplemental No.: 2 to the Agreement pertaining to FDOT Financial Project No.: 433553-1-54-01, was originally approved by Highlands County.

PASSED AND ADOPTED this ____ day of _____, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”
Supplemental No.: 2
FDOT Financial Project No.: 433553-1-54-01

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

02

CONTRACT NO.

G0X84

FPN

433553-1-54-01Recipient: Highlands County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on June 21, 2018 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

The original State Funded Grant Agreement executed on June 21, 2018 is replaced in its entirety by the attached State Funded Grant Agreement, incorporated by reference, which also provides a time extension from the original CIGP Agreement. The new expiration date will be June 30, 2023.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The June 21, 2018 State Funded Grant Agreement does not contain certain financial audit terms and conditions which were implemented by the Florida Department of Financial Services (DFS) and are required by Florida statutes since the time period of the original agreement. The purpose of this Supplemental Agreement #2 is to cure these defects with a new State Funded Grant Agreement that is in compliance with statutory and DFS requirements as well as to provide a time extension as requested by Highlands County.

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

RECIPIENT:
Highlands CountyBy: Kathleen G. RappName: Kathleen G. RappTitle: ChairpersonMay 17, 2022STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

Legal Review:

DS
DC

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FPN: <u>433553-1-54-01</u>	Fund: <u>CIGP</u> Org Code: <u>55014010106</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>09 - Highlands</u>	Contract No: <u>G0X84</u>	Vendor No: <u>F596000655046</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
 (This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, ("Department"), and Highlands County, ("Recipient").
 The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Sebring Parkway phase 11B from US 27 to Desoto Road, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$4,861,969.00 (Four Million Eight Hundred Sixty One Thousand Nine Hundred Sixty Nine Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,714,624.00 (Three Million Seven Hundred Fourteen Thousand Six Hundred Twenty Four) and, additionally the Department's participation in the Project shall not exceed 77% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the

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Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

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Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
- ☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, FL 32399-0405
 Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☒ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Executive order number 16-150

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STATE-FUNDED GRANT AGREEMENT

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g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

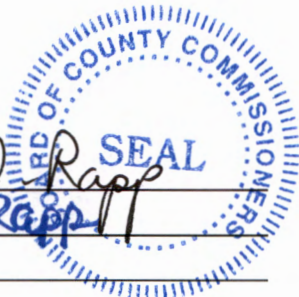
RECIPIENT Highlands County

By: _____

Name: _____

Title: _____

Kathleen G. Rapp
Chairperson
May 17, 2022



STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review: _____

By: _____

Name: _____

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 433553-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Highlands County (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .474

PROJECT DESCRIPTION: The purpose of this Exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with the design and construction of the Sebring Parkway from US 27 to DeSoto Road (Phase IIB).

The Sebring Parkway Phase IIB project involves construction of widening the existing two-lane undivided facility to a four-lane divided facility. The improvement will begin south of DeSoto Road and continue south to the intersection with US 27. The project length is approximately 0.474 miles. The widened typical section will be an urban section comprised of two 12 foot travel lanes in each direction. A 5-foot wide concrete sidewalk will be provided on the west side of the roadway. A roundabout will be constructed at the intersection of Medical Center Avenue.

The general objective is for Highlands County to provide contract administration, management services, construction engineering and inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the associated improvements. Services performed shall be in conformity with the Contract Plans and Project Specifications. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. Any services performed within the State right-of-way shall be in accordance with all applicable Florida Department of Transportation manuals, guidelines and specifications. Consultants/Contractors and subconsultants/subcontractors used by Highlands County shall be pre-qualified by FDOT in the specific area of their proposed service.

Specifically and non inclusive, the following are included in the Scope of Services:

- Roadway signing and pavement markings to meet the latest Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).
- Construct or reconstruct, as appropriate, side streets which will be connected to Sebring Parkway Phase IIB.
- Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.
- The design criteria shall meet design standards set forth in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (2016 Edition) and FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (latest edition).
- Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated, including any utility design and utility relocation of impacted utility facilities.
- A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally

endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

- Obtain topographic survey sufficient to provide proposed design.
- Acquisition of all applicable stormwater and environmental permits. Acquisition includes all associated permit fees.
- Provide Construction Engineering and Inspection (CEI).

Specifically and non inclusive, the following are included as Deliverables for the Scope of Services:

- A Final Topographic Survey Map, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida, will be provided. Survey products and services shall comply with pertinent Florida Statutes and the Florida Administrative Code.
- A signed and sealed Final Geotechnical Report, prepared by a Professional Engineer, registered in the State of Florida.
- Final Pavement Design with supporting documentation.
- Roadway Plans and Component Plan Sets for FDOT review at preliminary and final completeness.
- Verification of coordination and dispensation of conflicts with affected utility owners.
- Draft Plan Specifications and bid package, will be provided by final Plan review.
- Record copies of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations.
- Final Roadway Plan and Component Plan Set - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, in responsible charge of the project's design.
- Final Plan Specifications - professionally endorsed (signed, sealed and certified) by a Professional Engineer, registered in the State of Florida, will be provided.
- Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed prior to the notice to proceed for design.
- b) Design to be completed prior to the notice to proceed for construction.
- c) Right-of-Way requirements identified and provided to the Department prior to the notice to proceed for construction.
- d) Right-of-Way to be certified prior to notice to proceed for construction.
- e) Construction contract to be let by March 31, 2021.
- f) Construction to be completed by June 30, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT B**
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Highlands County 505 South Commerce Avenue Sebring, FL 33870		FINANCIAL PROJECT NUMBER: 433553-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (CIGP)	\$4,864,969.00	\$3,714,624.00	\$3,714,624.00	☐ In-Kind ☐ Cash
FY: 2018	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$4,864,969.00 %	\$3,714,624.00 %	\$3,714,624.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$4,864,969.00	\$3,714,624.00	\$3,714,624.00	

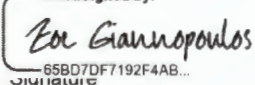
COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Zoe Giannopoulos

District Grant Manager Name

DocuSigned by:



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4/19/2022 | 9:16 AM EDT

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETIONSTATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Highlands CountyPROJECT DESCRIPTION: Sebring Parkway phase 11B from US 27 to Desoto RoadFPID#: 433553-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$3,714,624.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Request approval to accept the resignation of County Administrator Randy Vosburg effective July 1, 2022, and to reduce his contractual obligation to submit his resignation from 60 days to 30 days prior to the effective date of the termination.

RECOMMENDED ACTION

Move approval to accept the resignation of County Administrator Randy Vosburg effective July 1, 2022, and to reduce his contractual obligation to submit his resignation from 60 days to 30 days prior to the effective date of the termination.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Leah Sauls, Director, Development Services Department

SUBJECT/TITLE: Request adoption of resolution 21-22-114 for Budget Amendment 21-22-084 to appropriate grant funds received for Projects 21082 and 21083.

STATEMENT OF ISSUE

Highlands County Tourism Development Council applied for grants through the Florida Sports Foundation to reimburse eligible expenses related to the ACL SE Open Corn Hole Tournament and 2022 Liqui Moly Pro Watercross events. Grants were awarded in the amounts of \$4,414.00 and \$1,316.00 respectively for these two events.

RECOMMENDED ACTION

Move to adopt resolution 21-22-114 for Budget Amendment 21-22-084 to appropriate grant funding from the Enterprise Florida Project through Florida Sports Foundation for Projects 21082 and 21083.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of \$5,730.00. The grant funds are being appropriated in Project 21082 (ACL SE Open Corn Hole Tournament) and Project 21083 (Liqui Moly Pro Watercross), account 53400Z (Project Contractual Svcs) in the amounts of \$4,414.00 and \$1,316.00, respectively

Attachments: [21-22-084 TDC Projs 21082_21083 \(BA\).pdf](#)
[21-22-114R TDC Projs 21082_21083 \(RESOLUTION\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

May 23, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 5/18/2022

SUBMITTED BY: Lori Krinsky

FUND(S): 152 FUND TITLE(S): Tourist Development Trust COST CENTER(S) #: 5305

PROJECT(S) #: 21082 / 21083 PROJECT TITLE(S): ACL SE Open Corn Hole Tournament / 2022 Liqui Moly Pro Watercross COST CENTER TITLE(S): Tourist Dev - Marketing and Promotions

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise FL Project	21082	0.00	4,414.00		4,414.00
E	152	5305	53400Z	Project Contractual Services	21082	0.00	4,414.00		4,414.00
									0.00
R	152		3349300Z	Enterprise FL Project	21083	0.00	1,316.00		1,316.00
E	152	5305	53400Z	Project Contractual Services	21083	0.00	1,316.00		1,316.00
									0.00
									0.00

REASON: To set up and allocate funds for Projects 21082 - ACL SE Open Corn Hole Tournament and 21083 - 2022 Liqui Moly Pro Watercross from the Florida Sports Foundation Grant Funds.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-084

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-114

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 21-22-084 TO
THE TOURIST DEVELOPMENT TRUST 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 Tourist Development Trust 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 21-22-084 is hereby approved and authorized to set up funding for Project 21082 ACL SE Open Corn Hole Tournament Grant and Project 21083 2022 Liqui Moly Pro Watercross Grant from the FL Sports Foundation to complete the scope of the projects in the amounts of \$4,414.00 and \$1,316.00, respectively.

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 7th day of June, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 06/07/2022

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-087 to remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects with the remainder going into Project 20056 Transfer Out account for Health Insurance transfer and Reserve holding account for future allocation.

STATEMENT OF ISSUE

At the November 16, 2021 BOCC meeting, the Board approved the allocation of \$500,000.00 of ARPA funds to the Health Fund to reimburse for COVID-related healthcare costs that were incurred by the County between March 3, 2021 and September 30, 2021.

At the April 19, 2022 BOCC meeting, Joe DeCerbo, District Manager of Spring Lake Improvement District, presented information that the Spring Lake Broadband ARPA project would cost significantly less ARPA dollars than originally anticipated, with an expense of \$20,759.74 in lieu of the originally budgeted \$1,250,000.00.

At the May 17, 2022 BOCC meeting, the Board approved allocating \$561,100.00 to nine (9) water projects in the Sun 'N Lake Improvement District. In addition, the Board approved the movement of the remaining unallocated funds to be transferred to a Reserve for Contingency account in the amount of \$193,558.97.

The attached resolution and budget amendment funds these above mentioned items.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-087 to remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects with the remainder going into Project 20056 Transfer Out account for Health Insurance transfer and Reserve holding account for future allocation.

FISCAL IMPACT

There is a \$0.00 fiscal impact. This action will remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects with the remainder going into Project 20056 Transfer Out account for Health Insurance transfer and Reserve holding account for future allocation.

Attachments: [21-22-087 ARPA Project Reallocations_Additions \(BA\).pdf](#)
[21-22-117R ARPA Project Reallocation_Additions \(RESOLUTION\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 5/18/2022

SUBMITTED BY: OMB

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3996
PROJECT(S) #: See List PROJECT TITLE(S): See List COST CENTER TITLE(S): See List
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				American Rescue Plan					
R	005		3315100Z	Act	20074	625,000.00		614,620.13	10,379.87
				Project Fd Balance					
R	005		3999100Z	Forward	20074	625,000.00		614,620.13	10,379.87
E	005	3996	58102Z	Govt Agency-Admin/Govt	20074	1,250,000.00		1,229,240.26	20,759.74
				American Rescue Plan					
R	005		3315100Z	Act	21084	-	21,000.00		21,000.00
				Project Fd Balance					
R	005		3999100Z	Forward	21084	-	21,000.00		21,000.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21084	-	42,000.00		42,000.00
				American Rescue Plan					
R	005		3315100Z	Act	21085	-	12,000.00		12,000.00
				Project Fd Balance					
R	005		3999100Z	Forward	21085	-	12,000.00		12,000.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21085	-	24,000.00		24,000.00

REASON: To remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects with the remainder going into Project 20056 transfer out account for Health Insurance transfer and reserve holding account for future allocation.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-087

TRANSFER TYPE:

Approval
Denial

ACTION:

Board
County Administrator

Approved
Approved

Denied
Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 4

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-087

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3315100Z	American Rescue Plan Act	21086	-	170,000.00		170,000.00
R	005		3999100Z	Project Fd Balance Forward	21086	-	170,000.00		170,000.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21086	-	340,000.00		340,000.00
R	005		3315100Z	American Rescue Plan Act	21087	-	1,750.00		1,750.00
R	005		3999100Z	Project Fd Balance Forward	21087	-	1,750.00		1,750.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21087	-	3,500.00		3,500.00
R	005		3315100Z	American Rescue Plan Act	21088	-	13,750.00		13,750.00
R	005		3999100Z	Project Fd Balance Forward	21088	-	13,750.00		13,750.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21088	-	27,500.00		27,500.00
R	005		3315100Z	American Rescue Plan Act	21089	-	9,900.00		9,900.00
R	005		3999100Z	Project Fd Balance Forward	21089	-	9,900.00		9,900.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21089	-	19,800.00		19,800.00
R	005		3315100Z	American Rescue Plan Act	21090	-	11,150.00		11,150.00
R	005		3999100Z	Project Fd Balance Forward	21090	-	11,150.00		11,150.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21090	-	22,300.00		22,300.00
R	005		3315100Z	American Rescue Plan Act	21091	-	21,250.00		21,250.00
R	005		3999100Z	Project Fd Balance Forward	21091	-	21,250.00		21,250.00
E	005	3996	58102Z	Govt Agency-Admin/Govt	21091	-	42,500.00		42,500.00

Form Revised 08/05/2020

PAGE 3 of 4

REQUEST NUMBER 21-22-087

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-087

FUND(S)	FUND TITLE(S)
005	General

COST CTR(S)	COST CENTER TITLE(S)
3996	Emergency/Disaster Relief

FND	CST CTR	PROJ #	PROJECT TITLE
005	3996	20074	Spring Lake Broadband
005	3996	21084	SNL Auto Flushing Stations
005	3996	21085	SNL Water Booster Stations
005	3996	21086	SNL Bypass Pump
005	3996	21087	SNL Remote Pressure Sensor
005	3996	21088	SNL Unit 16 Analyzer
005	3996	21089	SNL Unit 23 Modifications
005	3996	21090	SNL Water Pressure Valve
005	3996	21091	SNL Water System VFD
005	3996	21092	SNL Water Tank Mixer
005	3996	20056	American Rescue Plan Act

RESOLUTION NO. 21-22-117

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-087 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 21-22-087 is hereby approved and authorized to remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects with the remainder going into Project 20056 Transfer Out account for Health Insurance transfer and Reserve holding account for future allocation for a \$0.00 net fiscal impact.

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 7th day of June, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton Jr., P.E., County Engineer

SUBJECT/TITLE: Request adoption of Resolution 21-22-107 for closing a portion of a Platted unnamed alley across 913 CR 731.

STATEMENT OF ISSUE

Attached for your consideration is Resolution 21-22-107 vacating that portion of the road more particularly described as:

LEGAL DESCRIPTION:

THE ALLEYWAY LYING SOUTH OF LOTS 7 AND 26 AND NORTH OF LOTS 1 THROUGH 6 (THERE'S ONLY ONE) IN BLOCK 3, REALHOME VILLA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 101, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

All Utility Companies and County Departments have been notified and have no objections. The petitioner Swaine, Harris & Wohl, P. A., Attorney for the petitioner, is requesting this vacation to protect the Petitioner's property, through which the platted unnamed alley runs, from trespass, vandalism, and disease. This was duly published in the Highlands News Sun and the Proof of Publication was provided to the Clerk of Court.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-107 for closing a portion of a Platted unnamed alley across 913 CR 731.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: [VACATION of Alley Packet 913 CR 17_6-7-22.pdf](#)

PETITION

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

FROM: Steven Kelly and Maureen Kelly
c/o Bert J. Harris, Esquire
Swaine, Harris & Wohl, P.A.
401 Dal Hall Boulevard
Lake Placid, Florida 33852

TEL. NO. 863.465.2811

DATE: 12/20/2021

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

The alleyway lying south of Lots 7 and 26 and north of Lots 1 through 6 (there's only one) in Block 3, REALHOME VILLA SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 1, Page 101, Public Records of Highlands County, Florida.

This Petition is being requested for the following reason: The existing alleyway has no road. A road is not needed in this location.

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.



Steven Kelly



Maureen Kelly

Attachments: Map
Proof of Publication
Certificates Showing Taxes Paid

RESOLUTION NO.: 21-22-107

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF THE RIGHT OF WAY DESCRIBED HEREIN AS REQUESTED BY SWAINE, HARRIS & WHOL, P. A.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF RIGHT OF WAY; 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 Swaine, Harris & Wohl, P. A., on behalf of, Steven Kelly and Maureen Kelly (Petitioner), requesting that Highlands County vacate the right of way described herein and renounce and disclaim the rights of the County and of the public in and to the right of way and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on May 03, 2022; and

WHEREAS, on May 6, 2022, the Petitioner published a notice of public hearing and intent to petition the County to vacate the right of way described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on June 7, 2022, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and that the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of 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. Vacation of Right of Way. All of the roadways, right of ways and/or lands as described below, are hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to such roadways, right of ways and lands so described are hereby renounced and forever disclaimed:

THE ALLEYWAY LYING SOUTH OF LOTS 7 AND 26 AND NORTH OF LOTS 1 THROUGH 6, IN BLOCK 3, REALHOME VILLA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 101, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

SECTION 3. 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 4. Savings Clause. All prior actions of Highlands County pertaining to the vacation described hereinabove, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of June 2022.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Courts



Highlands County Engineering Department

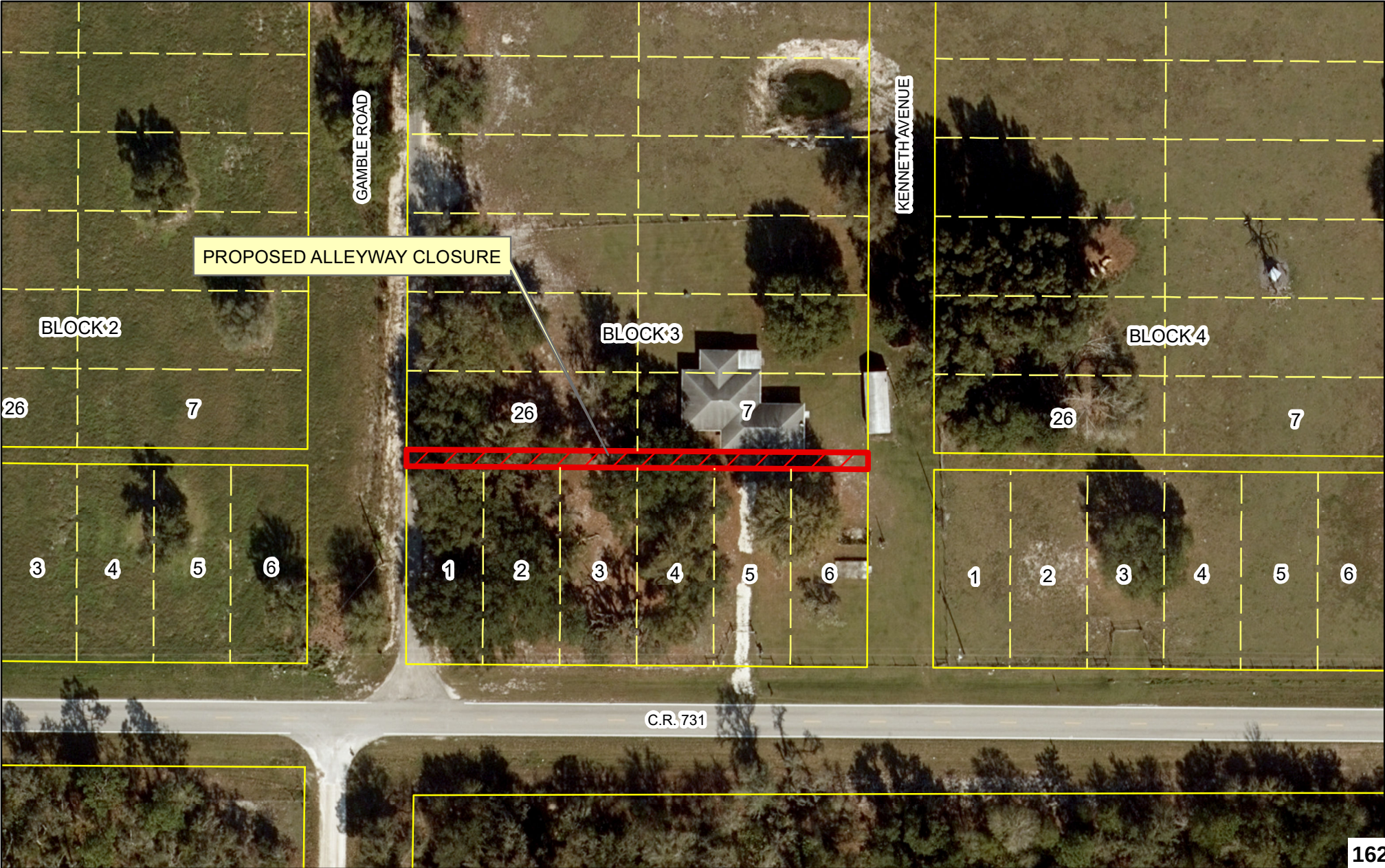


1 inch = 80 feet

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

Reference Map
**VACATION OF THE ALLEYWAY LYING SOUTH OF LOTS 7 AND 26 AND NORTH OF LOTS 1 THROUGH 6,
IN BLOCK 3, REALHOME VILLA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS
RECORDED IN PLAT BOOK 1, PAGE 101, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA,**

For Reference Only - Not A Boundary Survey
Map Created: 2/8/2022



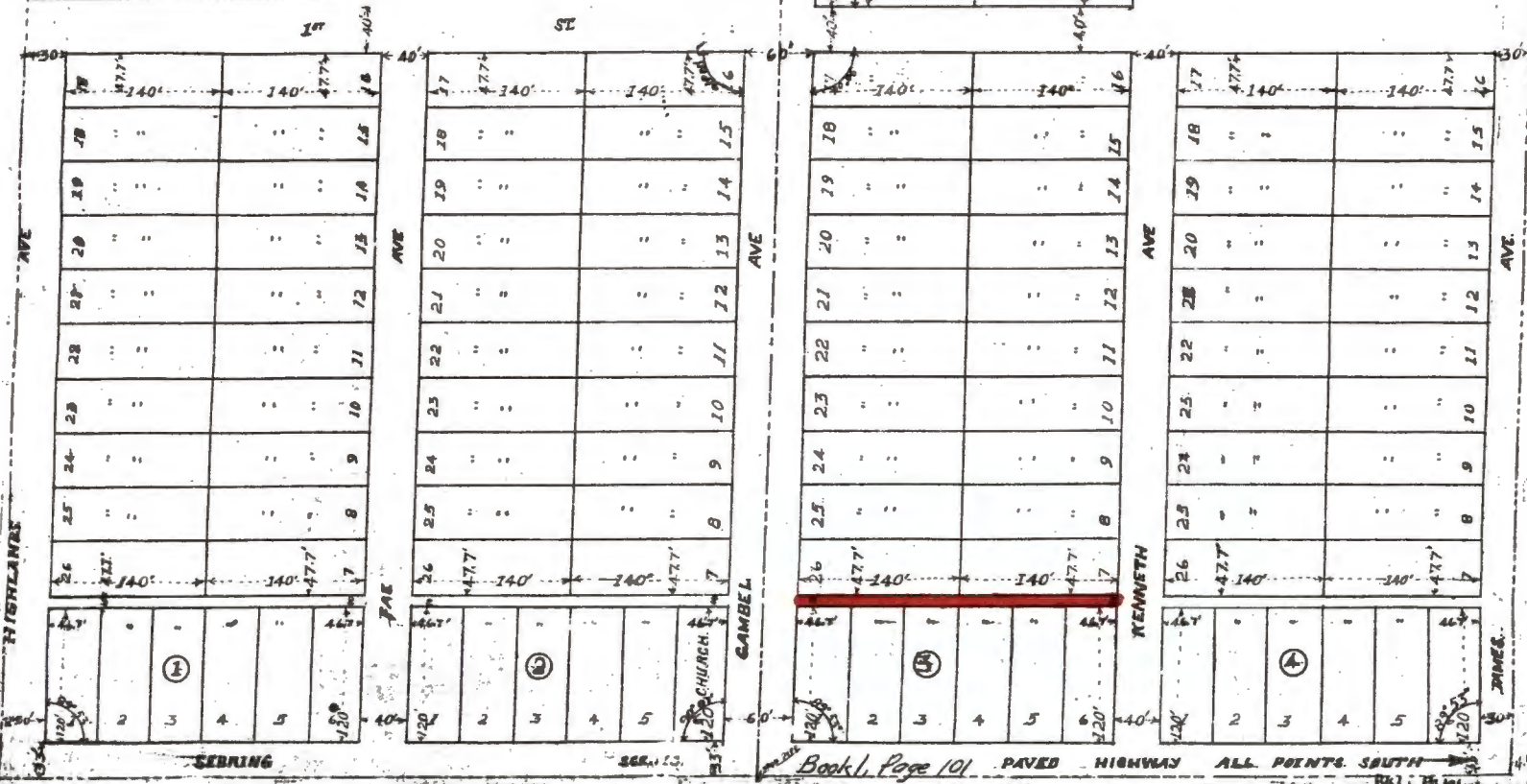
VENUS SCHOOL

HYDRAULIC GRADES.
STATE OF FLORIDA.
I DO HEREBY CERTIFY THE ACCURACY OF
A TRUE AND CORRECT REPRESENTATION OF A SURVEY
OF THE ABOVE DESCRIBED LAND AS MADE BY ME AND
THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.
J. H. McNeil
REGISTERED SURVEYOR UNDER THE SEAL OF THE
STATE OF FLORIDA.
J. H. McNeil
REGISTERED SURVEYOR UNDER THE SEAL OF THE
STATE OF FLORIDA.
J. H. McNeil
REGISTERED SURVEYOR UNDER THE SEAL OF THE
STATE OF FLORIDA.

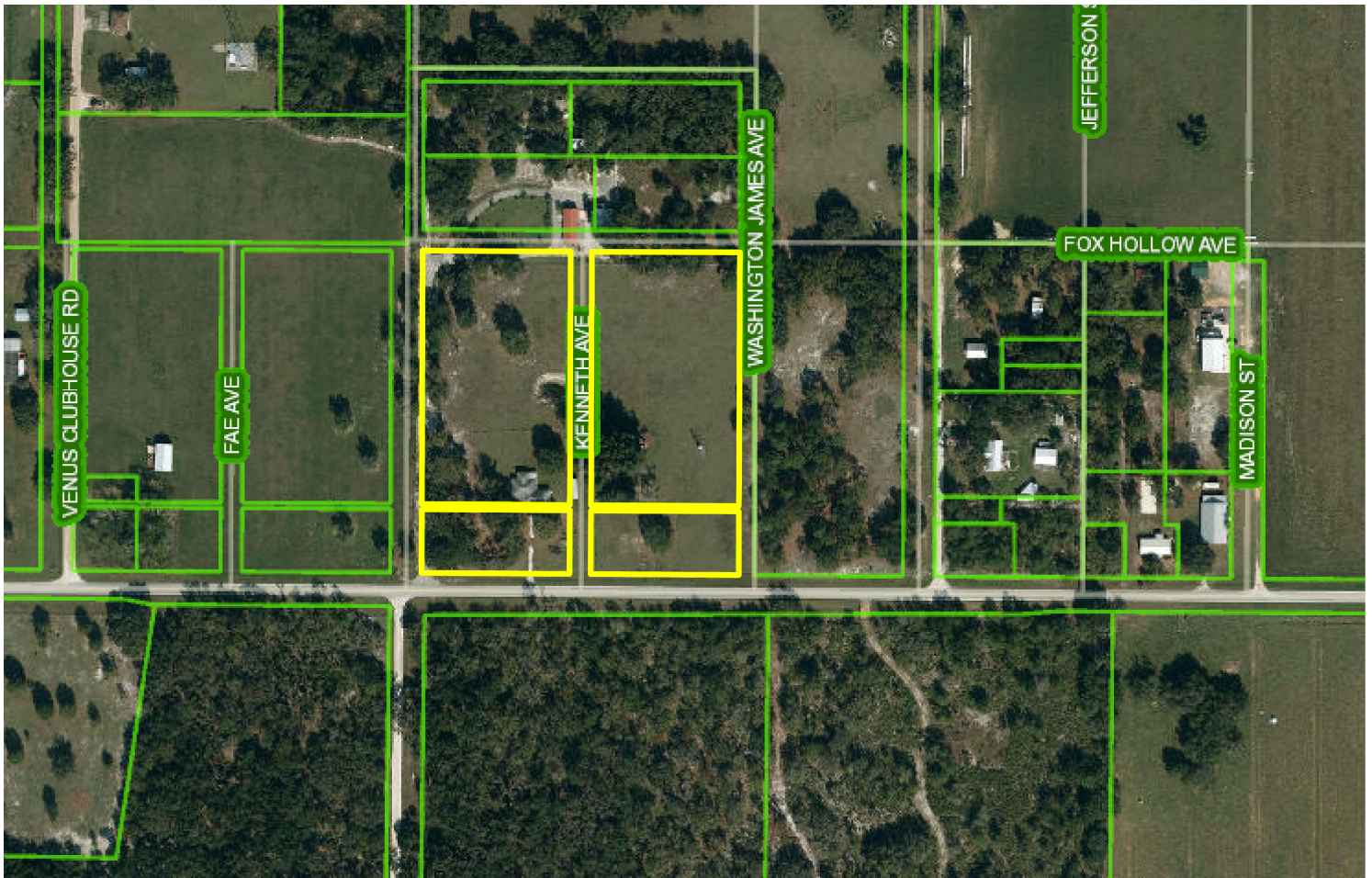
TO HAVE THE USE OF THE LAND OF THE VENUS
SCHOOL IN THE COUNTY OF VENUS, FLORIDA, AND
THE NAME OF THE N. E. P. OF SAID SEC. 2 AND R.
ALL STREETS AND AVENUES DEDICATED FOR
PUBLIC USE
*J. H. McNeil, County Surveyor
for Venus County*

*Filed July 31, 1925 in Plat. 15-ah
1 Page 101 - J. H. McNeil, Surveyor*

1-101



Highlands County Property Appraiser



C-23-39-29-010-0030-0010

<https://www.hcpao.org/Search/Parcel/29392301000300010C>

913 CR 731
VENUS, FL 33960

Owners

KELLY STEVEN + MAUREEN

Mailing Address

913 CR 731
VENUS, FL 33960

Legal Description

REAL HOME VILLA SUB
PB 1-PG 101
ALL BLOCKS 3 + 4
7.79 ACRES

DOR Code: 63 - GRAZING SOIL CAP 4

Neighborhood Code: 490 - VENUS AREA

Prepared by and return to:

MELISSA E. BARLAUG

Legal Assistant

KARLSON LAW GROUP, P.A.

301 Dal Hall Boulevard

Lake Placid, FL 33852

863-465-5033

File Number: **352-21**

325,000

\$18.50 Rec

\$2,275.00 Doc

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 6 day of July, 2021 between **JOHN W. HINKLE, a married man and DORIS ANN HINKLE, an unremarried widow** whose post office address is **5500 GILLIONVILLE RD, Albany, GA 31721**, grantor, and **MAUREEN KELLY and STEVEN KELLY, wife and husband** whose post office address is **913 CR 731, Venus, FL 33960**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

All of Blocks 3 and 4, REALHOME VILLA SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 1, Page 101, Public Records of Highlands County, Florida.

Parcel Identification Number: C-23-39-29-010-0030-0010

SUBJECT TO:

- 1. Ad valorem taxes and solid waste charges subsequent to 2020;**
- 2. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority;**
- 3. Restrictions and matters appearing on the plat or otherwise common to the subdivision;**
- 4. Public utility easements of record.**

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor, John W. Hinkle, as defined by Florida law.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

David Peacock
Witness Name: David Peacock

Donnie E Barnard
Witness Name: DONNIE E BARNARD

John W. Hinkle (Seal)
JOHN W. HINKLE 6 July 2021

Doris Ann Hinkle (Seal)
DORIS ANN HINKLE 6 July 2021

State of Georgia

County of Dougherty

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 6 day of July, 2021 by JOHN W. HINKLE and DORIS ANN HINKLE, who [X] are personally known or [] have produced a driver's license as identification.

[Notary Seal]



Michiko Strosnider

Notary Public

Printed Name: Michiko Strosnider

My Commission Expires: 10-23-2021

ERIC T. ZWAYER
HIGHLANDS COUNTY TAX COLLECTOR

2021 REAL ESTATE

84847

60

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER
C233929-01000300010
ESCROW CD

Visit one of our locations:
Sebring Office: 540 S Commerce Ave, Sebring, FL 33870 (Drive-Thru Available)
Avon Park Branch: 116 E Main St (Next to City Hall) Avon Park, FL 33825
Lake Placid Branch: 11 N Pine Ave, Lake Placid, FL, 33852
<http://www.hctaxcollector.com/> (863)402-6685

01/03/2022 01:10:26

EXEMPTION CODES HB,HX,WD

KELLY STEVEN + MAUREEN
913 CR 731
VENUS, FL 33960

913 CR 731 VENUS FL

***** INSTALLMENT PAYMENTS*****

REAL HOME VILLA SUB
PB 1-PG 101

ALL BLOCKS 3 + 4

*** SEE TAX ROLL FOR EXTRA LEGAL ***

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED	EXEMPTION	TAXABLE	MILLAGE	TAXES LEVIED
COUNTY GENERAL	98,573	50,500	48,073	8.5500	\$411.02
SCHOOL GENERAL FUND	98,573	25,500	73,073	3.6310	\$265.33
SCHOOL BASIC DISCRETIONARY	98,573	25,500	73,073	0.7480	\$54.66
SCHOOL CAPITAL IMPROVEMENT	98,573	25,500	73,073	1.5000	\$109.61
SFWM DISTRICT	98,573	50,500	48,073	0.1061	\$5.10
SFWM OKEECHOBEE BASIN	98,573	50,500	48,073	0.1146	\$5.51
SFWM EVERGLADES PROJECT	98,573	50,500	48,073	0.0365	\$1.75
TOTAL AD-VALOREM TAXES				14.6862	\$852.98

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
COUNTY MANDATORY SOLID WASTE (052)	\$210.00
COUNTY FIRE - RESIDENTIAL (120)	\$131.22
TOTAL NON AD-VALOREM ASSESSMENTS	\$341.22

COMBINED TAXES AND ASSESSMENTS	\$1,194.20
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If Paid By	Jan 03, 2022	Feb 28, 2022	Mar 31, 2022	Apr 30, 2022	May 31, 2022
Please Pay	0.00	0.00	0.00	0.00	0.00

ERIC T. ZWAYER

HIGHLANDS COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

If Paid By	Jan 03, 2022	Feb 28, 2022	Mar 31, 2022	Apr 30, 2022	May 31, 2022
Please Pay	0.00	0.00	0.00	0.00	0.00

PAY IN U.S. FUNDS TO ERIC T. ZWAYER, TAX COLLECTOR @ 540 S COMMERCE AVE SEBRING, FL 33870

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VENUS, FL 33960

913 CR 731 VENUS FL
REAL HOME VILLA SUB
PB 1-PG 101
ALL BLOCKS 3 + 4

*** SEE TAX ROLL FOR EXTRA LEGAL ***

2021-REAL ESTATE 84847

ACCOUNT NUMBER	ESCROW CD	EXEMPTION CODES	MILLAGE CODE
C233929-01000300010		HB,HX,WD	60

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE ROADS

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Swaine, Harris & Wohl P.A. on behalf of Steven Kelly and Maureen Kelly will, on the 7th day of June 2022, 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 close the alleyway described below and renounce and disclaim any rights of the County and the public in and to the alleyway and land in connection therewith. The alleyway is described as:

The alleyway lying south of Lots 7 and 26 and north of Lots 1 through 6 (there's only one) in Block 3, REALHOME VILLA SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 1, Page 101, Public Records of Highlands County, Florida.

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 non-discriminatory 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 HR Manager, ADA Coordinator at: 863-402-6809 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, by 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
OF HIGHLANDS COUNTY, FLORIDA**

TO BE PUBLISHED IN THE HIGHLANDS NEWS SUN NEWSPAPER BY MAY 6, 2022.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton Jr., P.E. - County Engineer

SUBJECT/TITLE: Request approval of the Real Property Purchase Agreement between Highlands County and Gloria S. Crutchfield for the purchase of 12 acres located at 1500 Arbuckle Creek Road, Sebring, Florida 33870.

STATEMENT OF ISSUE

In 2000, the Highlands County BOCC began the Sebring Parkway projects which serve to improve the transportation efficiency and safety throughout central Highlands County. The projects were split into four major phases, with Phase I being from US 27 to Ridgewood Drive in Sebring, Phase II overall being from Ridgewood Drive to US 27 near Highlands Regional Hospital, Phase III being from what is now the roundabout on the north side of Sebring and extending north to the intersection of College Drive and Memorial Drive, and Phase IV being from the roundabout on north side of Sebring to SR-17 and Arbuckle Creek Road.

The first three phases are complete or nearing substantially complete. Funding for Phase IV has been included in the FDOT five-year work plan in amount of \$1,881,396 from FDOT, for construction in year 2026.

To prepare for this project it is necessary to acquire appropriate right of way for the project. The needed property on the east side of SR-17 is currently owned by Gloria S. Crutchfield. The owner has agreed to sell said property, approximately 12 acres, for an amount of \$254,520.00. Purchase of this property will allow the County to re-align the connection of Arbuckle Creek Road to State Road 17 and provide for stormwater treatment volumes needed for the project.

RECOMMENDED ACTION

Move to approve the Real Property Purchase Agreement between Highlands County and Gloria S. Crutchfield for the purchase of 12 acres located at 1500 Arbuckle Creek Road, Sebring, Florida 33870.

FISCAL IMPACT

No fiscal impact. Funding is available in FY 2021/2022 for purchase of Right of Way.

Attachments: [RPPA - Gloria Crutchfield.SGS.pdf](#)

REAL PROPERTY PURCHASE AGREEMENT

THIS AGREEMENT made by and between Gloria S. Crutchfield, P.O. Box 1864, Sebring, Florida 33871, hereinafter referred to as “SELLER” and Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the “COUNTY”.

W I T N E S S E T H:

For and in consideration of the mutual covenants and conditions contained herein, SELLER hereby agrees to sell, and the COUNTY hereby agrees to purchase, a fee simple interest in the property described hereafter upon the following terms and conditions:

1. PROPERTY.

The real property which is the subject of this Agreement is located 1500 Arbuckle Creek Road, Sebring, Florida 33870, assigned Parcel Identification Number C-18-34-29-A00-0020-0000, by the Highlands County Property Appraiser and is more particularly described in **Exhibit “A”**, attached hereto (hereinafter referred to as the “Property”).

2. PURCHASE PRICE AND EXPENSES.

- A. At closing the COUNTY shall remit the amount of Two Hundred Fifty-four Thousand, Five Hundred Twenty Dollars and 0/100 (\$254,520.00), to SELLER for the purchase of the Property. This amount includes all compensation due to SELLER.
- B. All closing costs including title insurance, recording fees and associated costs shall be paid by the SELLER. SELLER shall choose closing agent of this transaction.

3. CONDITIONS AND LIMITATIONS.

- A. It is mutually understood that this Purchase Agreement is subject to final COUNTY acceptance. Final COUNTY acceptance shall be evidenced by the signature of the Chairman of the Board of County Commissioners of Highlands County. The date of final COUNTY acceptance shall hereafter be referred to as the “Effective Date.”
- B. At Closing the parties will enter into a License Agreement for the SELLER to enter onto the Property for the sole purpose of continuing to maintain the same, through best management practices, as a grove, which shall terminate after SELLER harvests the 2022/2023 Valencia crop, or no later than May 1, 2023, whichever occurs first. The 2022/2023 Valencia crop shall belong to SELLER. Should COUNTY choose to terminate SELLER’s access prior to the harvest of the 2022/2023 Valencia crop, the COUNTY will reimburse SELLER for an amount not to exceed \$30,000.00 for its caretaking costs incurred through the date of termination. In such an event, the SELLER shall provide the COUNTY with evidence of actual caretaking costs incurred before any amounts shall be paid.

Repayment of up to \$30,000.00 shall be the SELLER's sole remedy for such early termination.

- C. It is understood and agreed by the parties that the COUNTY specifically appoints the County Attorney and/or County Administrator to execute, on its behalf, all documents necessary to complete this transaction, including but not limited to, any further documentation as referenced hereinafter.

4. REPRESENTATION AND WARRANTIES OF SELLER.

SELLER represents and warrants (which warranties shall survive the closing hereunder) to the COUNTY that:

- A. From and after the Effective Date, SELLER shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or COUNTY'S rights under this Agreement.
- B. SELLER has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does SELLER have any knowledge of any such actual or threatened lawsuit by which any party claims an interest in the Property.
- C. SELLER is in full compliance with requirements of all governmental authorities with respect to the Property and this Agreement. SELLER has not received any notices from any city, county, state or other governmental authority or other person or entity regarding violations existing on the Property.
- D. COUNTY has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.
- E. SELLER warrants that there are no tenants, or any other occupant of the Property, having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to COUNTY by SELLER free of rights or claims of any tenants, occupants or parties in possession which are unknown to COUNTY.
- F. SELLER warrants that SELLER is unaware of any of the following: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For

purposes of this agreement, the term “Hazardous Substances” means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. 6901, or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. 9601, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251, or the Clean Air Act, 42 U.S.C. 7401, or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

- G. SELLER has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.
- H. There is no litigation, investigation or proceeding pending or threatened, or any other condition which relates to or affects the Property, or which would impair or otherwise adversely affect this Agreement, SELLER’S performance hereunder and/or the COUNTY’S intended use of the Property.
- I. SELLER has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.
- J. SELLER has not made any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual, relating to the Property, which would impose any obligations upon COUNTY to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.

- K. The Property has not been registered or certified as “historic” by any local, state or federal governmental entity or historic commission.
- L. There are no representations, statements or warranties made by SELLER, included in this Agreement or in any exhibit attached hereto, which contain any untrue statements or omissions of a material fact which are necessary to make a statement of fact set forth herein not misleading.
- M. Neither the execution and delivery of this Agreement, compliance with the terms and conditions of this Agreement, nor consummation of the sale, by SELLER, constitute or will constitute a violation or breach of any agreement or other instrument to which SELLER is a party, to which SELLER is subject or by which SELLER is bound. The statements and representations of SELLER set forth in this Agreement shall be true and reaffirmed in writing at the closing and shall survive the closing.
- N. SELLER warrants that there are no facts known to the SELLER which materially affect the value of the Property, which are not readily observable by the COUNTY or which have not been disclosed to the COUNTY.
- O. If, after the Effective Date, any event occurs or condition exists of which SELLER has knowledge or about which SELLER receives information which renders any of the representations contained herein untrue or misleading, SELLER shall promptly notify COUNTY in writing and COUNTY shall thereafter have the option to terminate this Agreement prior to closing. In such an event all payments made by COUNTY to SELLER shall remain the sole property of SELLER, this Agreement shall be deemed null and void and COUNTY and SELLER shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

5. **INVESTIGATIONS AND INSPECTIONS OF PROPERTY.**

- A. COUNTY and its architects, engineers and/or other agents shall have a period of one hundred twenty (120) days following the Effective Date of this Agreement (hereinafter referred to as the “Inspection Period”) within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, including those matters disclosed by any survey, as well as such other matters as shall be deemed by the COUNTY to be necessary in order for the COUNTY to evaluate the Property and determine the feasibility of the COUNTY’S purchase of same. For such purpose, SELLER hereby grants to COUNTY and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. Any such investigations and/or inspections shall be done at the COUNTY’S expense except for those reports, analyses, and the like, referred to in sub-paragraph (B) hereof.

- B. SELLER shall provide to COUNTY, at no cost to COUNTY, copies of all reports and analyses that SELLER may have obtained, or been provided, at any time, regarding any portion of the Property prior to the Effective Date. COUNTY acknowledges that it will return same to SELLER in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated for any reason.
6. **SURVEY.**
COUNTY may have the Property surveyed at its expense. If the survey obtained by the COUNTY discloses any encroachments or other adverse matters, which are unacceptable to the COUNTY in its sole discretion, the COUNTY shall be entitled to terminate this Agreement by delivering written notice thereof to SELLER prior to the expiration of the Inspection Period, whereupon this Agreement shall terminate as provided for herein.
7. **UNACCEPTABILITY OF INSPECTIONS.**
In the event that the results of the inspections, investigations, reviews and/or feasibility studies are, in the COUNTY'S sole opinion and within the COUNTY'S sole discretion, unacceptable to COUNTY for any reason whatsoever, and COUNTY so notifies SELLER of that fact on or before the expiration of the Inspection Period provided for herein, then at COUNTY'S option and upon COUNTY'S request, COUNTY may terminate the Agreement. If the Agreement is terminated by COUNTY, it shall be rendered, null and void, and be of no further force and effect and all parties hereof shall thereupon be relieved and absolved of any other further liabilities or obligations whatsoever to each other hereunder, except with respect to the liabilities or obligations hereunder which are expressly stated to survive the termination of this Agreement. In the event COUNTY does not terminate this Agreement during the Inspection Period, COUNTY shall be deemed to have agreed to purchase the Property subject to any matters disclosed by the investigations and/or inspections of the Property obtained by COUNTY.
8. **OCCUPANCY.**
SELLER shall deliver occupancy of the Property to COUNTY at the time of closing.
9. **DISCLOSURE.**
In the event the subject Property is held by SELLER in a representative capacity as stated in Florida Statutes, Section 286.23, SELLER must comply with all requirements set forth therein. SELLER accepts this provision as the notice required by Florida Statutes, Section 286.23, acknowledging that its disclosure must be made under oath, subject to the penalties for perjury and hereby waives its right to receive notice by registered mail.
10. **WAIVER OF CONFIDENTIALITY.**
The parties to this Agreement hereby waive and forego the procedures of Florida Statutes, Section 125.355 and, by doing so, also waive the confidentiality of the documents set forth in said statute. This Agreement does not constitute an "option contract" within the meaning of said statute.

11. ENTIRE AGREEMENT.

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

12. DEFAULT AND REMEDIES.

A. Notwithstanding any provision contained in this Agreement to the contrary, neither party shall be entitled to declare the other party in default unless they have first given the other party ten (10) days written notice of such default and the other party has failed to cure such default within said ten (10) day period.

B. If for any reason, other than failure of SELLER to make SELLER'S title marketable after diligent effort, SELLER fails, neglects or refuses to perform this Agreement, the COUNTY may seek specific performance.

13. NOTICES.

Whenever in this Agreement it shall be required or permitted that notice be given or served by either party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, sent by facsimile, nationally recognized overnight carrier, or deposited in the United States Mail overnight delivery, or by certified or registered mail, postage prepaid, return receipt requested, addressed to the other party as follows:

If to SELLER: Gloria S. Crutchfield
P.O. Box 1864
Sebring, Florida 33871

or such other addresses as SELLER may hereinafter designate by written notice to COUNTY. Any notice to be served on COUNTY shall be addressed as follows:

If to COUNTY: Highlands County
Attn: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attn: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870

14. FURTHER DOCUMENTATION.

The parties agree that at any time following a request therefore by the other party, each shall execute and deliver to the other party such further documents and/or instruments, in

form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby. The cost associated with providing and/or recording any such document and/or instruments shall be paid by the party obligated to provide same.

15. ATTORNEYS' FEES

Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

16. MISCELLANEOUS.

- A. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto and if the intent of this Agreement is not thereby precluded, then such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions hereof.
- B. This Agreement shall bind and inure to the benefit and burden of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- C. The parties hereto stipulate and agree that the venue of any litigation arising hereunder shall be in the Florida Circuit Court for Highlands County.
- D. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement.

17. RADON GAS.

Pursuant to the provisions of Section 404.056(5), Florida Statutes, SELLER hereby notifies COUNTY as follows with respect to the Property: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

18. OFFER, ACCEPTANCE AND CLOSING.

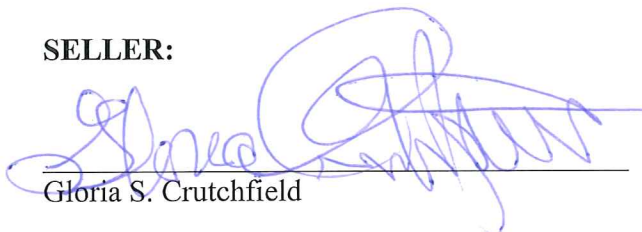
In the event this Agreement is not executed by COUNTY and delivered to SELLER or the fact of execution by COUNTY communicated in writing to SELLER on or before the 60th day following the date of execution of this Agreement by SELLER, then this Agreement shall be null and void and of no further force and effect. This Agreement shall be closed with possession delivered within One Hundred Eighty (180) days after the end of the Inspection Period. The Closing date may be extended by the COUNTY and SELLER by mutual agreement. If this transaction does not close for any reason, COUNTY will immediately return all SELLER provided title evidence, surveys and other items.

19. **JOINT AUTHORSHIP.**

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

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the 25 day of April, 2022.

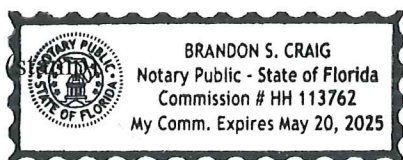
SELLER:


Gloria S. Crutchfield

STATE OF FLORIDA

COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Gloria S. Crutchfield, who personally swore or affirmed that he is authorized to execute this Agreement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 25 day of April, 2022.




NOTARY PUBLIC, State of Florida

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk

Exhibit "A"

Commence at the southwest corner of the southeast quarter of the northeast quarter of Section 18, Township 34 South, Range 29 East, Highlands County, Florida, thence South 89°26'35" East, along the south boundary of said northeast quarter, 42.44 feet to a point on westerly boundary of Lot 17, Block 6 of EDGEWATER, recorded in Plat Book 2, Page 79 of the Public Records of Highlands County, Florida, said point being on a non-tangent curve concaved southeasterly, having a radius of 30.00 feet (chord length of 15.96 feet, bearing North 40°16'59" East); thence northeasterly along said curve and northwesterly boundary of Lot 17, through a central angle of 30°51'31", a distance of 16.16 feet to a point on the southeasterly right-of-way boundary of Biltmore Avenue as shown on said plat of EDGEWATER; thence North 55°42'44" East, along said southeasterly right-of-way boundary, 1063.58 feet, more or less, to a point on the northerly boundary of Lot 8, Block 5 of said EDGEWATER and the beginning of a curve concaved southerly, having a radius of 30.00 feet (chord length of 10.15 feet, bearing North 65°27'09" East); thence northeasterly along said curve and northerly boundary of Lot 8, through a central angle of 19°28'49", a distance of 10.20 feet to a point lying 20.00 feet southwest of the northeasterly boundary of said Block 5; thence South 34°16'43" East, parallel with and 20.00 feet southwest of said northeast boundary of Block 5, a distance of 238.28 feet to the northwesterly boundary of that certain parcel described in Official Records Book 2868, Page 399 of the Public Records of Highlands County, Florida; thence South 55°43'17" West, along the northwesterly boundary of said parcel, 135.00 feet to the southwest boundary of said parcel; thence South 34°16'43" East, along said southwest boundary, 286.40 feet, more or less, to its intersection with the northwesterly right-of-way boundary of Arbuckle Creek Road (State Road 700-A); thence the following four courses along the northwesterly right-of-way boundary of said Arbuckle Creek Road: South 55°43'17" West, a distance of 201.90 feet to the beginning of a curve concaved northwesterly, having a radius of 2834.79 feet (chord length of 330.83 feet, bearing South 59°03'59" West); thence southwest along said curve, through a central angle of 06°41'25", a distance of 331.02 feet; thence South 62°24'42" West, a distance of 218.26 feet to the beginning of a curve concaved southeasterly, having a radius of 1573.20 feet (chord length of 188.02 feet, bearing South 58°59'09" West); thence southwest along said curve, through a central angle of 06°51'07", a distance of 188.13 feet to the beginning of a reverse curve concaved northerly, having a radius of 30.00 feet, (chord length of 28.33 feet, bearing South 83°44'01" West), said point also being on the southerly boundary of Lot 24, Block 6 of said EDGEWATER; thence westerly along said curve, departing said northwesterly right-of-way boundary of Arbuckle Creek Road and following the southerly boundary of said Lot 24, through a central angle of 56°20'51", a distance of 29.50 feet to the northeasterly right-of-way boundary of a portion of Arbuckle Creek Road (shown as State Road 8 on said plat of EDGEWATER); thence North 34°32'08" West, along said right-of-way boundary (said boundary being 5 feet northeast of the southwest boundary of said Block 6), 443.95 feet, more or less, to the beginning of a curve concaved easterly, having a radius of 30.00 feet (chord length of 13.41 feet, bearing North 11°56'16" East), said point being on the westerly boundary of said Lot 17, Block 6; thence northerly along said curve and westerly boundary of Lot 17, through a central angle of 25°49'54", a distance of 13.53 feet, returning to the Point of Beginning.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 7, 2022 9:00 AM

PRESENTER: Clinton Howerton Jr., P.E., County Engineer
Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request Adoption of Resolution 21-22-121 limiting Large Vehicle traffic on Skipper Road between SR 66 and U.S. Highway 27.

STATEMENT OF ISSUE

The Board of County Commissioners along with the Highlands County Board of County Commissioners Engineering Department and the Highlands County Sheriff's Department have received a substantial number of phone calls in reference to the abnormally high amounts of truck and large vehicle traffic using the segment of Skipper Road lying between US Hwy 27 and State Road 66 as a short cut. The roadway is considered a rural minor collector roadway. The existing pavement width is measured at 18' wide in places making passing large vehicles difficult. The distance from the Skipper Road intersection of SR-66 to US-27 is 2.0 miles using Skipper Road and 3.1 miles using SR-66/27; there is a 1.1 mile increase in the route to remain on SR-66 to the same location on US-27. The proposed resolution would prohibit vehicles weighing 30,000 pounds or more from using this roadway as a through roadway.

RECOMMENDED ACTION

Move to approve Adoption of Resolution 21-22-121 limiting Large Vehicle traffic on Skipper Road between SR 66 and U.S. Highway 27.

FISCAL IMPACT

Fiscal Impact to Fund 110 is \$300 for posting signage along Skipper Road.

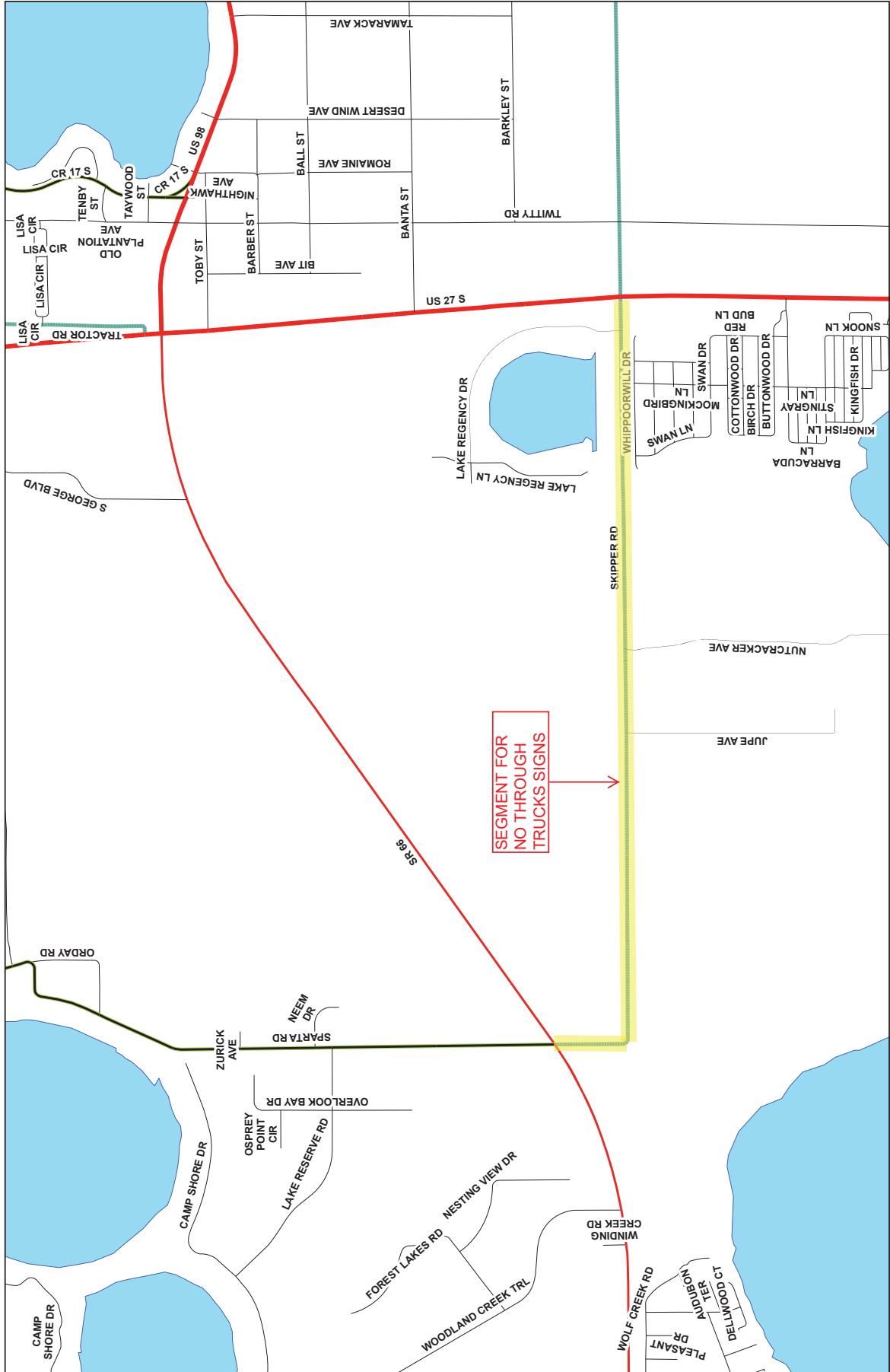
Attachments: [Skipper Rd Location Map.pdf](#)
[Resolution 21-22-121 Skipper Road Large Vehicle prohibition.SGS.docx](#)



- Legend**
- WaterBodies (5)
 - RoadCenterline
 - STREET_CLASS**
 - Principal Arterial
 - Minor Arterial
 - Rural Major Collector
 - Rural Minor Collector
 - Local Street

2,200 1,100 0 2,200 Feet

Highlands County GIS MAP



RESOLUTION NO. 20-21-121

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE RESTRICTION OF LARGE VEHICLE TRAFFIC ON SKIPPER ROAD BETWEEN SR66 AND U.S. HIGHWAY 27; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING A RESTICTION FOR LARGE VEHICLE TRAFFIC ON SKIPPER ROAD; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes, Section 316.006(3), Highlands County is empowered, among other actions, with the right to control, regulate, warn and guide traffic; and

WHEREAS, the Highlands County Engineer and the Highlands County Sheriff's Department have received a substantial number of complaints related to large vehicle traffic utilizing Skipper Road which is a County owned and maintained roadway; and

WHEREAS, Skipper Road is considered a rural minor collector roadway and its existing pavement width is measured at only eighteen (18) feet in certain areas between SR 66 and U.S. Highway 27; and

WHEREAS, the large vehicles utilizing this segment of Skipper Road is causing damage and destruction to the roadway; and

WHEREAS, the County has determined that it is in the best interest and will protect the health, safety and welfare of the traveling public by restricting the access of certain large vehicle traffic on Skipper Road between SR66 and U.S. Highway 27.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS 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. Restriction of Large Vehicle Traffic on Skipper Road.

- A. A Large Vehicle is hereby defined as a vehicle with a vehicle weight or combination weight when combined with any vehicle attachment which exceeds 30,000 pounds.
- B. No person shall operate a Large Vehicle on Skipper Road between SR 66 and U.S. Highway 27.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the restriction of large vehicle traffic on Skipper Road, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of June, 2022.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Request approval and authorization to correct the setup of the new FY 21-22 EMS Matching Grant Project #21058.

STATEMENT OF ISSUE

The Granting Agency had less funds than anticipated to distribute which resulted in an increase to the County match from General Fund Reserves from 10% (\$23,451.02) to 25% (58,628.02) for an increase of \$35,177.00 from the General Fund Reserves but a decrease to revenue and the overall budget.

RECOMMENDED ACTION

Move to approve the Budget Amendment #20-21-083 and associated Resolution #21-22-113 to correct the setup of the FY21-22 EMS Matching Grant Project #21058.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) in the amount of \$35,177. However, additional Reserve for Contingency in the same amount is necessary to increase the county's match requirement of 25%, now totaling \$58,628.02 to secure a \$211,061 EMS Trust Grant.

Attachments: [21-22-083 Proj 21058 EMS Matching Grant 21-22_CORRECTION \(BA\).pdf](#)
[21-22-113R Project 21058 EMS Matching Grant 21-22_CORRECTION \(RESOLUTION\).pdf](#)
[21-22-083 Proj 21058 EMS Matching Grant 21-22_CORRECTION \(Reserve\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 5/17/2022

SUBMITTED BY: Roxanna Taylor

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 9990

PROJECT(S) #: 21058 PROJECT TITLE(S): EMS Matching Grant 21-22 COST CENTER TITLE(S): Budget Expenditure AC/005

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3342170Z	EMS Trust Grant	21058	211,061.00		35,177.00	175,884.00
E	005	9990	59900	Reserve for Contingency		303,026.25		35,177.00	267,849.25
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To correct the set up of the new FY21-22 EMS Matching Grant Project # 21058. The Granting Agency had less funds than anticipated to distribute which resulted in an increase to the County match from General Fund Reserves from 10% (\$23,451.02) to 25% (58,628.02) for an increase in the amount of \$35,177.00 from the General Fund Reserves but a decrease to the Overall Budget.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 21-22-083

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
County Administrator Approved Denied

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

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 21-22-113

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-083 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 21-22-083 is hereby approved and authorized to correct the set up of the new FY21-22 EMS Matching Grant Project # 21058. The Granting Agency had less funds than anticipated to distribute which resulted in an increase to the County match from General Fund Reserves from 10% (\$23,451.02) to 25% (58,628.02) for an increase in the amount of \$35,177.00 from the General Fund Reserves but a decrease to the Overall Budget.

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 7th day of June, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS**

GENERAL FUND - 005 (9990)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		\$450,000.00	
10/19/21	10/19/21	21-22-003	(\$66,153.00)	\$383,847.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and employee COLA/merit.
11/16/21	11/16/21	21-22-012	\$9,980.27	\$393,827.27	To post the excess budget from Proj. 21041 VOCA 21-22 (SO).
01/18/22	01/18/22	21-22-031	(\$23,451.02)	\$370,376.25	To provide County match requirement for Proj. 21058 EMS Mtching Grant 21-22
01/18/22	01/18/22	21-22-039	(\$8,750.00)	\$361,626.25	To provide County match requirement for Proj. 21062 for a SWFWMD Cooperative Funding Agreement
04/05/22	04/05/22	21-22-069	(\$50,000.00)	\$311,626.25	To set up funding for Clerk IT purchases to benefit BOCC departments.
04/19/22	04/19/22	21-22-074	(\$8,600.00)	\$303,026.25	To reinstate funding to the EM budget that was cut too aggressively during the budget review process.
06/07/22		21-22-083	(\$35,177.00)	\$267,849.25	To increase the County match from 10% to 25% for Project 21058 - EMS Matching Grant 21-22
REVISED TOTAL:				\$267,849.25	

CONTINUED ON NEXT PAGE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Randy Vosburg, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of May 24, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Status - Commissioner's Priorities \(FINAL\) 06.07.2022.pdf](#)
[Status - Project Updates \(FINAL\) 06.07.2022.pdf](#)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	BOCC and the Hospital District Board approved resolutions supporting changes to FS 155.40, and Staff have submitted those resolution to Rep. Tuck's office. Additionally an email has been prepared to be sent to the other counties who will be affected by the changes to the statute, requesting that they adopt similar resolutions. Staff have met the new CEO of Highlands Regional.	Met with the new CEO of Highlands Regional, and bring him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring. Which has started and should finish by early Summer 2022.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by Summer 2022.	Summer 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Summer 2022
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination.	Site approved for Lake Placid, awaiting site improvements. Site approval with Sebring pending. Negotiating agreement with Avon Park.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application pending.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Bids were received; Only 1 bid which was over the budgeted amount	More quotes are being attained in efforts to contract out the dewatering functions with Road & Bridge performing the culvert installation	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	Ongoing
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Contractor & FDOT approval of revised contract.	BOCC approval of contract	Ongoing
9	Engineering	19016 Sun N Lake Sidewalk -LAP project		Approval of BID documents	Ongoing
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. Applied for Enterprise Florida infrastructure grant for strategic site development. As part of the ARPA funding allocation \$4.5M will be put toward broadband infrastructure. A RFI was issued and 2 responses received. The RFP will be issued shortly. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds so the county will not be liable to repay the \$4.5M	Ongoing
11	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Actively working with Econ. Dev & IT, as well as Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on deliver of the rescues due to supply chain issues and chassis delays. Construction and planning continues on fire stations. Station 20 and Station 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Received animal shelter design from architect. Still pending site design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

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 25, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [COUNTY ATTORNEY LOG 2.docx](#)

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Lincoln Heights Park Lease Agreement	MR-Under review
2	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
3	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
4	Priority 4	Laurie Hurner	UF Highlands Faculty Staff MOU	SS- under review
5	Priority 8	BOCC	IMWID Letters/Easements	SS- 3 of 4 received
6	Priority 4	David Nitz	Heart of FL Legal Aid Society Agreement	Assigned/SS- Need more info
7	Priority 4	Casey Hartt	TDC Grant Contract Change Order/Amendment- GFNY	MR-Need more info
8	Priority 4	Ingra Gardener	Non-profit Criteria/Applications/policies	MR/SS- Under review & collecting info
9	Priority 4	Michelle Drake	Oxygen Gen System Agreement	SS-Need more info
10	Priority 7	Clinton Howerton	Somervale Downs	MR-7 of 9 easements rec'd.
11	Priority 4	Jeff King	Site Prep Grant	MR-Under review
12	Priority 4	James Harris	WeatherSTEM MOA for Emergency Mgmt.	MR-Under review
13	Priority 7	Lori DeLoach	Landfill Expansion	MR-Under review
14	Priority 4	Lori Kinkley	Caladium Festival TDC Grant Contract	MR-Under review
15	Priority 4	Chief Stearns	SmartMapping GIS Integration Agreement	SS-Need more info
16	Priority 4	Vickey Linsinbigler	(2) FDOT Supplemental Agreements/Resolutions	SS-Under review
17	Priority 7	Melony Culpepper	Ordinances for Misc. Amendments to Land Development Rights	SS-Under review

STATUS NOTES

Assigned – will be followed by initials of attorney

Under Review – being worked on by attorney

Additional Information Needed – information being sought

Meeting Scheduled or Needed – meeting scheduled or coordination underway

Pending – newly provided without sufficient time to assign or perform cursory review

Blank – lacking information and detail when added to log

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: David "Matthew" Raulerson, Assistant County Attorney

SUBJECT/TITLE: Florida Opioid Settlements Update

STATEMENT OF ISSUE

Update on the State of Florida Attorney General Settlements pertaining to opioid abuse.

RECOMMENDED ACTION

This is being used for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Ordinance No. 21-22-21 to amend Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District

STATEMENT OF ISSUE

Due to the revision made by the Commissioner's during the May 17th meeting to remove Moon Glow from the proposed boundaries.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

The boundary expansion will increase the annual assessment revenue. The fiscal impact will vary based on proposed changes to the methodology, which is scheduled as a public hearing on June 21, 2022.

Attachments: [Ord. 21.22.21_Sun N Lake Boundary.pdf](#)

ORDINANCE NO. 21-22-21

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDING CHAPTER 9, ARTICLE XXVI, SUN 'N LAKES OF LAKE PLACID RECREATION DISTRICT, SECTION 9-461, DEFINITIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, specifically Florida Statutes, Section 125.01(1)(q), authorizes the County to establish a Municipal Service Benefit Unit (MSBU) for various purposes in order to effectively provide certain government services; and

WHEREAS, in 1992, Highlands County adopted Ordinance No.: 92-35, establishing the Sun 'N Lakes of Lake Placid Recreation District and the boundary thereof; and

WHEREAS, from time-to-time Highlands County determines that it's in its best interest to amend, revise or repeal an MSBU which it has established; and

WHEREAS, Highlands County has determined that it is in the best interest of the Sun 'N Lakes of Lake Placid Recreation District to revise the boundary thereof; and

WHEREAS, Highlands County has determined this Ordinance advances a legitimate public purpose and promotes and protects the health, safety and welfare of the citizens of the Highlands County.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.



~~All of blocks 23, 24, 25; and lots 11 through 20, all inclusive, block 22; and lots 11 through 13, all inclusive, block 26; and lots 8 through 13, all inclusive, block 27; and lots 8 through 13, all inclusive, block 28; and lots 8 through 13, all inclusive, block 29; in section 6, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 61; and~~

~~All of blocks 140, 141, 144, 145, 146, 147, 148, 149, 150, 151, 152; and lots 1 through 9, all inclusive, and lots 24 through 32, all inclusive, block 142; and lots 1 through 8, all inclusive, and lots 23 through 30, all inclusive, block 143; and lots 1 through 7, all inclusive, and lots 11 through 17, all inclusive, block 157; and lots 1 through 8, all inclusive, and lots 14 through 21, all inclusive, block 158; and lots 1 through 7, all inclusive, and lots 18 through 24, all inclusive, block 159; and lots 1 through 6, all inclusive, and lots 21 through 26, all inclusive, block 160; and lots 1 through 5, all inclusive, and lots 27 through 31, all inclusive, block 161; and lots 1 through 4, all inclusive, and lots 31 through 34, all inclusive, block 162; and lots 1 through 4, all inclusive, block 163; in section 15 Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 84; and~~

~~Lots 7a through 10, all inclusive, in block 157; and lots 9 through 13, all inclusive, in block 158; and lots 7a through 17, all inclusive, in block 159; and lots 7 through 20, all inclusive, block 160; and lots 6 through 26, all inclusive, in block 161; and lots 5 through 30, all inclusive, in block 162; and lots 5 through 18, all inclusive, in block 163; in section 16 of Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 85; and~~

~~All of blocks 153, 154, 155, 156, 233, 234, 235, 236, 237, 238, 239, 240, 243, 244; and lots 10 through 23, all inclusive, block 142; and lots 9 through 22, all inclusive, block 143; and lots 1 through 15, all inclusive, and lots 30 through 44, all inclusive, block 232; in section 18, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8 page 87; and~~

~~All of blocks 229, 230, 231, 241, 242, 245; and lots 16 through 29, all inclusive, block 232; in section 19, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 88; and~~

~~All of blocks 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263; in section 20, Sun 'N Lakes Estates of Highlands County, Florida, Plat Book 8, page 89;~~

All of Sun 'n Lakes Estates Section 1, as recorded in Plat Book 8, Page 10, of the public records of Highlands County, Florida;

All of Sun 'n Lakes Estates Section 2, as recorded in Plat Book 8, Page 28, of the public records of Highlands County, Florida; also

All of Sun 'n Lakes Estates Section 3, as recorded in Plat Book 8, Page 31, of the public records of Highlands County, Florida;

All of Sun 'n Lakes Estates Section 4, as recorded in Plat Book 8, Page 34, of the public records of Highlands County, Florida;



All of Mir Wood Estates, as recorded in Plat Book 11, Page 6, of the public records of Highlands County, Florida;

All of Dormac Hills, as recorded in Plat Book 9, Page 38, of the public records of Highlands County, Florida;

All of Citrus Tracts, as recorded in Plat Book 14, Page 47, of the public records of Highlands County, Florida;

All of Sun 'n Lakes Estates Holiday Country Club Section less tract "J", as recorded in Plat Book 8, Page 92, of the public records of Highlands County, Florida;

All of Golfside of Sun 'n Lakes, as recorded in Plat Book 15, Page 98, of the public records of Highlands County, Florida;

All of Sun 'n Lakes Estates Holiday Village, as recorded in Plat Book 9, Page 27, of the public records of Highlands County, Florida;

All of Dockside of Sun 'n Lakes, as recorded in Plat Book 16, Page 24, of the public records of Highlands County, Florida;

All of Deeann Lakefront Estates, as recorded in Plat Book 15, Page 53, of the public records of Highlands County, Florida;

That replat of a portion of Deeann Lakefront Estates, as recorded in Plat Book 15, Page 110, of the public records of Highlands County, Florida;

Barron's Unrecorded Subdivision; and

The condominium units within Village Del Mar being more particularly described as:

PARCEL A:

A portion of Section 20, Township 37 South, Range 30 East, Highlands County, Florida, more particularly described as follows: COMMENCE at the intersection of the Easterly right of way line of U.S. Highway No. 27 and the North Line of the Southeast Quarter of the Southeast Quarter of said Section 20; thence run South 28°45'00" East along the Easterly right of way line of U.S. Highway No. 27 for a distance of 429.235 feet to the POINT OF BEGINNING; thence continue South 28°45'00" East for a distance of 116.84 feet to a point; thence run South 89°21'00" East 96.14 feet to a point; thence run North 2°12'49" West for a distance of 109.33 feet to a point; thence run South 87°47'14" West for a distance of 148.22 feet to the POINT OF BEGINNING.

AND

A portion of Sections 20 and 21, Township 37 South, Range 30 East, Highlands County, Florida, more particularly described as follows: COMMENCE at the intersection of the Easterly right of way line of U.S. Highway No. 27 and the North Line of the Southeast Quarter of the Southeast Quarter of said Section 20; thence run South 28°45'00" East along the Easterly right of way line of said U.S. Highway No. 27 for a distance of 546.07 feet to a point; thence run South 89°21'00" East for a distance of 96.14 feet to the POINT OF BEGINNING; thence run North 2 degrees 12'49" West for a distance of 119.83 feet to a point; thence run North 87°47'11" East for a distance of 138.36 feet to a point; thence run South 0 degrees 18'00" West for a distance of 126.59 feet to a point; thence run North 89°21'00" West for a distance of 132.98 feet to the POINT OF BEGINNING.



A. The revisions to Highlands County Code of Ordinances, Chapter 9, Article XXVI, Sun 'N Lakes of Lake Placid Recreation District, as set forth in Section 2 above shall be codified in the Highlands County Code of Ordinances.

B. The sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

A. 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 with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance 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 its passage and adoption.

DONE AND ADOPTED this 17 day of May, 2022.



(SEAL)

**BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA**

By: Kathleen G. Rapp
Kathleen G. Rapp, Chairperson

ATTEST:

[Signature]
Jerome Kaszubowski, Clerk





FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

May 31, 2022

Honorable Robert W. Germaine
Clerk of the Circuit Court
Highlands County
590 South Commerce Avenue
Sebring, Florida 33870-3867

Attention: Jill A. Shields

Dear Robert Germaine:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Highlands County Ordinance No. 21-22-21, which was filed in this office on May 25, 2022.

Sincerely,

Anya Owens
Program Administrator

ACO/mas



**CERTIFIED
TO BE A TRUE COPY**
JEROME KASZUBOWSKI, CLERK
BY Msolener D.C.
5/31/2022

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from May 17, 2022 to June 6, 2022

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: June 7, 2022

PRESENTER: Clinton Howerton, Jr., P.E., County Engineer

SUBJECT/TITLE: **ACTION AGENDA 10. C. REVISED: Request to adopt Resolution 21-22-122 and approve the agreement between Board of County Commissioners of Highlands County (BCCHC) and Cobb Site Development, Inc., for the construction of the resurfacing project of W Stryker Rd from North Olivia Dr to US 27., Financial Project No. 436642-1-54-01/02, Project No. 18008, and ITB No. ITB-22-003, in the amount of \$2,189,224.33.**

STATEMENT OF ISSUE

Attached for your approval is the agreement between BCCHC and Cobb Site Development, Inc., for construction of the above referenced project in the amount of \$2,189,224.33. The Contractor will have one hundred and fifty (245) days to complete the project after the date the Contract Times commence to run. Cobb Site Development, Inc. was the lowest bidder.

On March 12, 2019, The BCCHC entered into Small County Road Assistance Program (SCRAP) Agreement #436642-1-54-01/02 with FDOT associated with the resurfacing of W Stryker Rd from North Olivia Dr to US 27 (approximately 10,507 linear feet). The funds identified in the agreement were \$1,941,246.00. A total of \$76,668.70 was expended for design and permitting leaving a balance of \$1,864,577.30 for construction. The bid opening for construction proposals was held on March 01, 2022 and the lowest bid was \$2,189,224.33. Therefore, \$380,290.00 of additional funding was requested from FDOT to cover the funding shortfall for construction and in-house CEI services. On May 05, 2022, The HCBCC approved Resolution #21-22-103 associated with the additional FDOT funding of \$380,290.

Attached for your approval is the agreement between BCCHC and Cobb Site Development, Inc., for construction of the above referenced project in the amount of \$2,189,224.33. The County Attorney has reviewed and approved the agreement.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-122 for Agreement #1 for W Stryker Rd from North Olivia Dr to US 27., Financial Project No. 436642-1-54-01/02, Project No. 18008, and ITB No. ITB-22-003, and approve the agreement between BCCHC and Cobb Site Development, Inc., for the construction of the resurfacing project of W Stryker Rd from North Olivia Dr to US 27., Financial Project No. 436642-1-54-01/02, Project No. 18008, and ITB No. ITB-22-003, in the amount of \$2,189,224.33.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Local Gov't. Infrastructure Surtax) or the overall budget. The funding for this project (18008) was included in the adopted budget and approved by the Board on May 03, 2020.

Attachments: [22-003 Stryker Road - Agreement v6-1-2022 Signed.pdf](#)
[Res. 21.22.122_Approving Cobb Agreement Stryker Road.SGS.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and COBB SITE DEVELOPMENT, INC., 401 South Sixth Avenue, Wauchula, FL 33873 FEIN # 13-4205756, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Roadway Improvements, pursuant to the COUNTY's Purchasing Policy and ITB-22-003; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-22-003; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The scope of work contemplated by this agreement shall be substantially complete within two hundred, fifteen calendar days and fully complete and ready for final payment within two hundred, forty-five (245) calendar days after the date when the Contract Times commence to run execution of this agreement. The Contract Times will commence to run on the thirteenth (13th) day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

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

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

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

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. **TERMINATION.**

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

SECTION 9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. **INSURANCE.**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Commercial Auto Liability Insurance. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than

\$3,000,000 combined single limit per occurrence for bodily injury and property damage liability. That insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

- b. Umbrella Excess Liability - Contractor may satisfy the required minimum liability limits with an Umbrella or Excess Liability policy. Contractor agrees to endorse Owner and its elected officials, agents, employees, and volunteers, in the manner required by Paragraph 6.03.K.7, as Additional Insureds unless the Umbrella provides "follow form" provisions of the underlying policies. This must be confirmed in writing on the Certificate of Insurance.
2. GENERAL LIABILITY: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at \$100,000.
 3. GENERAL AGGREGATE: Three Million Dollars (\$3,000,000.00);
 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Laws and Regulations. This insurance policy must include Employer's Liability with a limit of \$100,000 each accident, \$500,000 disease (Policy Limit), and \$100,000 disease (each employee).
For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List the "HIGHLANDS COUNTY, a political subdivision of the State of Florida, its elected officials, agents' employees and volunteers" and Florida Department of Transportation as a Certificate Holder,
 4. Recognizes the Indemnification requirements of this Agreement.

5. All policies must include Waiver of Subrogation and any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance shall be Primary and Non-Contributory. Each Certificate of Insurance shall confirm in writing that these provisions apply.
6. The name of the insurer,
7. The number of the policy,
8. The effective date,
9. The termination date,

Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days, or such longer time period as is required by Laws and Regulations, prior written notice has been given to the purchasing policyholder. Contractor shall provide notification to Owner and Engineer by overnight delivery return receipt requested, hand delivery or confirmed facsimile 30 days prior to giving and within 3 days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- B. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- C. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. PERFORMANCE AND PAYMENT BONDS.

- A. CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the contract amount as set forth on Exhibit "B" attached hereto, as security for the faithful performance and payment of all of Contractor's obligations under this Agreement. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified, whichever is later.
- B. All bonds shall be in the form approved by the COUNTY and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.

- C. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. CONTRACTOR shall obtain the required bonds only from surety companies that are duly licensed or authorized in Highlands County to issue bonds in the required amounts.

SECTION 12. COUNTY OBLIGATIONS.

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

SECTION 13. ENTIRE AGREEMENT.

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

SECTION 14. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 15. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION
OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
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.

SECTION 16. INDEPENDENT CONTRACTOR.

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

SECTION 17. APPLICABLE LICENSING.

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

SECTION 18. **COMPLIANCE WITH ALL LAWS.**

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

SECTION 19. **INDEMNIFICATION.**

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

SECTION 20. **BANKRUPTCY OR INSOLVENCY.**

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

SECTION 21. **BINDING EFFECT.**

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

SECTION 22. **ASSIGNMENT.**

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

SECTION 23. **SEVERABILITY.**

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

SECTION 24. **WAIVER.**

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

SECTION 25. **NOTICE.**

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

COUNTY: Board of County Commissioners
 of Highlands County
 Attn: Randy Vosburg
 600 South Commerce Avenue
 Sebring, Florida 33870

Copy to: Roper, P.A.
 Sherry G. Sutphen, Esquire
 2707 E. Jefferson Street
 Orlando, Florida 32803
 Ssutphen@roperpa.com

CONTRACTOR: Cobb Site Development, Inc.
 Attn: Clay Cobb, CEO
 401 South Sixth Avenue
 Wauchula, FL 33873

SECTION 26. **MODIFICATION.**

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

SECTION 27. **HEADINGS.**

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

SECTION 28. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to

this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 29. CONFLICT OF INTEREST.

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

SECTION 30. PUBLIC ENTITY CRIMES.

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

SECTION 31. JOINT AUTHORSHIP.

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

SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 33. SOVEREIGN IMMUNITY.

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

Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 35. 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>.

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

SECTION 37. LIQUIDATED DAMAGES.

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement, and that COUNTY will suffer financial loss if the Work is not completed within the times specified. In agreeing upon the daily liquidated damages amount stated in this paragraph, COUNTY and CONTRACTOR have considered the original Contract Price, the average construction, engineering, and inspection costs experienced by COUNTY, and anticipated costs of project-related delays and inconveniences to COUNTY and the public. COUNTY and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (and not as a penalty) Contractor shall pay Owner One-Thousand Five Hundred Dollars (\$1,500.00) for each calendar day that expires after the time specified in SECTION 2 of this Agreement until the Work is completed and ready for final payment. Liquidated damages shall be deducted by COUNTY from any balance due CONTRACTOR or, if the balance due Contractor is less than the amount of liquidated damages, CONTRACTOR shall pay to COUNTY the remaining unpaid liquidated damages within thirty (30) days after COUNTY's invoice is sent to CONTRACTOR. COUNTY does not waive its right to liquidated damages due under this Agreement by allowing CONTRACTOR to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of a default of this Agreement and the completion of the Work by COUNTY, CONTRACTOR and CONTRACTOR's surety are liable for the liquidated damages under this Agreement, but COUNTY will not charge liquidated damages for any delay in the final completion of CONTRACTOR's performance of the Work due to any unreasonable action or delay on the part of COUNTY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Kathleen G. Rapp, Chair

ATTEST:

Jerome Kaszubowski, Clerk

COBB SITE DEVELOPMENT, INC.

By: 

Print: Clay Cobb

Title: CEO

STATE OF FLORIDA
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Clay Cobb, as CEO, of Cobb Site Development, 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 1st day of June, 2022.

(stamp)



THOMAS KELLEY
Commission # HH 102081
Expires March 9, 2025
Bonded Thru Budget Notary Services

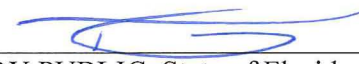

NOTARY PUBLIC, State of Florida

Exhibit “A”
SCOPE OF SERVICES

To provide all materials, equipment, and labor to mill and resurface the existing two-lane of W. Stryker Road from Hammock Road to Howey Road. The project also includes temporary traffic control, construction of sidewalk, removal and replacement of traffic control devices, and the installation of sod within the right-of-way.

As further defined in Invitation to Bid (ITB) 22-003 West Stryker Road Roadway Improvements Highlands County Project Number 18008 documents.

Exhibit "B"
COMPENSATION

Addendum 1-4 v01/28/2022

E. Pricing

1. This is a Lump Sum and Unit Price Bid. Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price Bid items. Award will be based on the total Lump Sum Bid Price, sum of Unit Price items, and requirements of Bidder. All work for this ITB will be awarded to one (1) Bidder.

COSTS:

TASK NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Extended Price (Qty*Unit)
1	MOBILIZATION	1	LS	173,517.35	173,517.35
2a	BONDS (reimbursed at cost, no markup)	1	LS	33,100.65	33,100.65
2b	INSURANCE (reimbursed at cost, no markup)	1	LS	3,064.88	3,064.88
3	CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT	1	LS	19,734.90	19,734.90
4	TESTING (DENSITY, ROADWAY THICKNESS & CONCRETE)	1	LS	47,491.57	47,491.57
5	MAINTENANCE OF TRAFFIC	1	LS	135,547.87	135,547.87
6	TEMPORARY SEDIMENT BARRIER (SILT FENCE)	18,156	LF	2.19	39,761.64
7	CLEARING & GRUBBING (INCLUDING TREE & CONCRETE REMOVAL)	1	LS	20,402.34	20,402.34
8	MILLING EXISTING ASPHALT PAVEMENT 1-1/2" AVG. DEPTH (SIDE STREETS)	1,683	SY	12.19	17,149.77
9	ASPHALT REMOVAL 2.4" AVG. DEPTH (ROADWAY)	23,218	SY	4.19	97,293.42
10	REGULAR EXCAVATION	5,535	CY	7.59	40,439.30
11	EMBANKMENT (IN-PLACE)	3,955	CY	14.87	58,810.85
12	TYPE B STABILIZATION, LBR 40 (12" COMPACTED THICKNESS) (ROADWAY)	16,609	SY	6.94	115,266.46
13	OPTIONAL BASE, BASE GROUP 04, (6" COMPACTED THICKNESS) (DRIVEWAY)	724	SY	33.81	24,478.44
14	OPTIONAL BASE, BASE GROUP 9, (10" COMPACTED THICKNESS) (ROADWAY)	23,218	SY	10.39	241,235.02
15	SHELL ROCK BASE OUTSIDE EXISTING TRAVEL LANES, (15.5" COMPACTED THICKNESS)	5,429	SY	33.29	190,731.41
16	SUPERPAVE ASPHALTIC CONC., SP-9.5 (PLACED IN ONE LIFT - 1.5" THICK) ROADWAY	2,579	TN	119.80	308,994.20

corrective
total
\$41,955.30

Addendum 1-4 v01/28/2022

17	SUPERPAVE ASPHALTIC CONC., SP-12.5 (PLACED IN ONE LIFT - 1.5" THICK) ROADWAY	2,579	TN	\$127.56	\$328,977.24
18	SUPERPAVE ASPHALTIC CONC., SP-9.5 (PLACED IN ONE LIFT - 1.5" THICK) SIDE STREETS	179	TN	\$287.40	\$51,444.60
19	CONCRETE DRIVEWAYS, 6" THICK, (3,500 PSI MIN.)	630	SY	\$62.39	\$39,305.70
20	PERFORMANCE TURF (SOD)	43,450	SY	\$3.03	\$131,653.50
21	SINGLE POST SIGN, F&I, GROUND MOUNT, <12 SF	21	AS	\$387.62	\$8,140.02
22	SINGLE POST SIGN, REMOVE	22	AS	\$142.91	\$3,144.02
23	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID 6"	3.49	GM	\$1,769.43	\$6,172.52
24	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID 24" STOP BAR	214	LF	\$3.05	\$652.70
25	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID 6"	2.58	GM	\$1,787.07	\$4,400.64
26	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., YELLOW, SKIP, 6" (10'/30')	0.37	GM	\$1,217.60	\$450.51
27	THERMOPLASTIC, STD., WHITE, SOLID, 6"	3.49	GM	\$6,554.17	\$22,978.61
28	THERMOPLASTIC, STD., WHITE, SOLID, 6", RUMBLE STRIP SET - PERMANENT	4	EA	\$840.50	\$3,522.00
29	THERMOPLASTIC, STD., WHITE, SOLID, 24", STOP BARS	214	LF	\$6.49	\$1,388.86
30	THERMOPLASTIC, STD., YELLOW, SOLID, 6"	2.58	GM	\$6,551.80	\$16,903.44
31	THERMOPLASTIC, STD., YELLOW, SKIP, 6" (10'/30')	0.37	GM	\$2,208.17	\$817.02
32	RETRO-REFLECTIVE/PAVEMENT MARKERS, YELLOW/YELLOW	397	EA	\$5.07	\$2,012.79
33	MAILBOXES, REMOVE AND RELOCATE	22	EA	\$161.54	\$3,553.88
TOTAL LUMP SUM BID AMOUNT [numeric]				\$2,187,708.33	

LS = Lump Sum, SY = Square Yard, TN = Ton, LF = Linear Foot, and EA = Each **corrective total:**
\$2,189,224.33

The total of the items listed above must total the lump sum amount below.

corrective total: two million one hundred eighty-nine thousand, two hundred twenty-four dollars 33/100**

Total Lump Sum Bid Amount: ~~Two million one hundred eighty-seven thousand seven hundred~~
[Written in Words] ~~eight dollars and 33/100~~

RESOLUTION 21-22-122

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE AGREEMENT WITH COBB SITE DEVELOPMENT, INC.; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the COUNTY has competitively solicited for roadway improvements to West Stryker Road from North Olivia Drive to US 27, pursuant to the COUNTY's Purchasing Policy and ITB-22-003; and

WHEREAS, Cobb Site Development, Inc., submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-22-003; and

WHEREAS, the County has determined that it is in its best interest to enter into an Agreement with Cobb Site Development, Inc., for the road improvements to West Stryker Road as contemplated by ITB-22-003.

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

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

SECTION 2. Approval of Agreement and Authorization to Execute. The Agreement, attached hereto as **Exhibit "A"**, between Highlands County and Cobb Site Development, Inc., is hereby approved and the Chairperson or a designee thereof is authorized to execute the same on behalf of the County.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the Agreement between Highland County and Cobb Site Development, Inc., as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of June, 2022.

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Courts

Exhibit “A”
of Resolution 21-22-122
Agreement with Cobb Site Development, Inc.

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the “COUNTY”, and COBB SITE DEVELOPMENT, INC., 401 South Sixth Avenue, Wauchula, FL 33873 FEIN # 13-4205756, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Roadway Improvements, pursuant to the COUNTY’s Purchasing Policy and ITB-22-003; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-22-003; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The scope of work contemplated by this agreement shall be substantially complete within two hundred, fifteen calendar days and fully complete and ready for final payment within two hundred, forty-five (245) calendar days after the date when the Contract Times commence to run execution of this agreement. The Contract Times will commence to run on the thirteenth (13th) day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warranted services. To the extent applicable, any manufacturer’s warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

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

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

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

SECTION 7. **COMPENSATION.**

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. **TERMINATION.**

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

SECTION 9. **PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. **INSURANCE.**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE:
 - a. Commercial Auto Liability Insurance. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than

\$3,000,000 combined single limit per occurrence for bodily injury and property damage liability. That insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

- b. Umbrella Excess Liability - Contractor may satisfy the required minimum liability limits with an Umbrella or Excess Liability policy. Contractor agrees to endorse Owner and its elected officials, agents, employees, and volunteers, in the manner required by Paragraph 6.03.K.7, as Additional Insureds unless the Umbrella provides "follow form" provisions of the underlying policies. This must be confirmed in writing on the Certificate of Insurance.

- 2. GENERAL LIABILITY: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Fire damage liability shall be included at \$100,000.

- 3. GENERAL AGGREGATE: Three Million Dollars (\$3,000,000.00);

- 4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,

- 5. WORKERS' COMPENSATION: Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Laws and Regulations. This insurance policy must include Employer's Liability with a limit of \$100,000 each accident, \$500,000 disease (Policy Limit), and \$100,000 disease (each employee).

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

- 1. The name of the insured CONTRACTOR,
- 2. The specified job by name and job number,
- 3. List the "HIGHLANDS COUNTY, a political subdivision of the State of Florida, its elected officials, agents' employees and volunteers" and Florida Department of Transportation as a Certificate Holder,
- 4. Recognizes the Indemnification requirements of this Agreement.

5. All policies must include Waiver of Subrogation and any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance shall be Primary and Non-Contributory. Each Certificate of Insurance shall confirm in writing that these provisions apply.
6. The name of the insurer,
7. The number of the policy,
8. The effective date,
9. The termination date,

Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days, or such longer time period as is required by Laws and Regulations, prior written notice has been given to the purchasing policyholder. Contractor shall provide notification to Owner and Engineer by overnight delivery return receipt requested, hand delivery or confirmed facsimile 30 days prior to giving and within 3 days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- B. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- C. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. PERFORMANCE AND PAYMENT BONDS.

- A. CONTRACTOR shall furnish a performance bond and a payment bond, each in an amount at least equal to the contract amount as set forth on Exhibit "B" attached hereto, as security for the faithful performance and payment of all of Contractor's obligations under this Agreement. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified, whichever is later.
- B. All bonds shall be in the form approved by the COUNTY and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.

- C. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. CONTRACTOR shall obtain the required bonds only from surety companies that are duly licensed or authorized in Highlands County to issue bonds in the required amounts.

SECTION 12. COUNTY OBLIGATIONS.

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

SECTION 13. ENTIRE AGREEMENT.

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

SECTION 14. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 15. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION
OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
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.

SECTION 16. INDEPENDENT CONTRACTOR.

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

SECTION 17. APPLICABLE LICENSING.

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

SECTION 18. **COMPLIANCE WITH ALL LAWS.**

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

SECTION 19. **INDEMNIFICATION.**

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

SECTION 20. **BANKRUPTCY OR INSOLVENCY.**

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

SECTION 21. **BINDING EFFECT.**

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

SECTION 22. **ASSIGNMENT.**

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

SECTION 23. **SEVERABILITY.**

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

SECTION 24. **WAIVER.**

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

SECTION 25. **NOTICE.**

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

COUNTY: Board of County Commissioners
 of Highlands County
 Attn: Randy Vosburg
 600 South Commerce Avenue
 Sebring, Florida 33870

Copy to: Roper, P.A.
 Sherry G. Sutphen, Esquire
 2707 E. Jefferson Street
 Orlando, Florida 32803
 Ssutphen@roperpa.com

CONTRACTOR: Cobb Site Development, Inc.
 Attn: Clay Cobb, CEO
 401 South Sixth Avenue
 Wauchula, FL 33873

SECTION 26. **MODIFICATION.**

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

SECTION 27. **HEADINGS.**

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

SECTION 28. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to

this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 29. CONFLICT OF INTEREST.

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

SECTION 30. PUBLIC ENTITY CRIMES.

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

SECTION 31. JOINT AUTHORSHIP.

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

SECTION 32. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 33. SOVEREIGN IMMUNITY.

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

Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 34. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 35. 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>.

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

SECTION 37. LIQUIDATED DAMAGES.

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement, and that COUNTY will suffer financial loss if the Work is not completed within the times specified. In agreeing upon the daily liquidated damages amount stated in this paragraph, COUNTY and CONTRACTOR have considered the original Contract Price, the average construction, engineering, and inspection costs experienced by COUNTY, and anticipated costs of project-related delays and inconveniences to COUNTY and the public. COUNTY and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by COUNTY if the Work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as liquidated damages for delay (and not as a penalty) Contractor shall pay Owner One-Thousand Five Hundred Dollars (\$1,500.00) for each calendar day that expires after the time specified in SECTION 2 of this Agreement until the Work is completed and ready for final payment. Liquidated damages shall be deducted by COUNTY from any balance due CONTRACTOR or, if the balance due Contractor is less than the amount of liquidated damages, CONTRACTOR shall pay to COUNTY the remaining unpaid liquidated damages within thirty (30) days after COUNTY's invoice is sent to CONTRACTOR. COUNTY does not waive its right to liquidated damages due under this Agreement by allowing CONTRACTOR to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of a default of this Agreement and the completion of the Work by COUNTY, CONTRACTOR and CONTRACTOR's surety are liable for the liquidated damages under this Agreement, but COUNTY will not charge liquidated damages for any delay in the final completion of CONTRACTOR's performance of the Work due to any unreasonable action or delay on the part of COUNTY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Kathleen G. Rapp, Chair

ATTEST:

Jerome Kaszubowski, Clerk

COBB SITE DEVELOPMENT, INC.

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____, of _____, 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 _____ day of _____, 2022.

(stamp)

NOTARY PUBLIC, State of Florida

Exhibit “A”
SCOPE OF SERVICES

To provide all materials, equipment, and labor to mill and resurface the existing two-lane of W. Stryker Road from Hammock Road to Howey Road. The project also includes temporary traffic control, construction of sidewalk, removal and replacement of traffic control devices, and the installation of sod within the right-of-way.

As further defined in Invitation to Bid (ITB) 22-003 West Stryker Road Roadway Improvements Highlands County Project Number 18008 documents.

Exhibit "B"

COMPENSATION

Addendum 1-4 v01/28/2022

E. Pricing

- This is a Lump Sum and Unit Price Bid. Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price Bid items. Award will be based on the total Lump Sum Bid Price, sum of Unit Price items, and requirements of Bidder. All work for this ITB will be awarded to one (1) Bidder.

COSTS:

TASK NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	Extended Price (Qty*Unit)
1	MOBILIZATION	1	LS	\$173,517.35	\$173,517.35
2a	BONDS (reimbursed at cost, no markup)	1	LS	\$33,100.65	\$33,100.65
2b	INSURANCE (reimbursed at cost, no markup)	1	LS	\$3,064.83	\$3,064.83
3	CONSTRUCTION SURVEY STAKING INCLUDING AS-BUILT	1	LS	\$19,734.90	\$19,734.90
4	TESTING (DENSITY, ROADWAY THICKNESS & CONCRETE)	1	LS	\$47,471.57	\$47,471.57
5	MAINTENANCE OF TRAFFIC	1	LS	\$135,547.87	\$135,547.87
6	TEMPORARY SEDIMENT BARRIER (SILT FENCE)	18,156	LF	\$2.19	\$39,761.64
7	CLEARING & GRUBBING (INCLUDING TREE & CONCRETE REMOVAL)	1	LS	\$20,402.34	\$20,402.34
8	MILLING EXISTING ASPHALT PAVEMENT 1-1/2" AVG. DEPTH (SIDE STREETS)	1,683	SY	\$10.19	\$17,149.77
9	ASPHALT REMOVAL 2.4" AVG. DEPTH (ROADWAY)	23,218	SY	\$4.19	\$97,283.42
10	REGULAR EXCAVATION	5,535	CY	\$7.59	\$40,437.30
11	EMBANKMENT (IN-PLACE)	3,955	CY	\$14.87	\$58,810.85
12	TYPE B STABILIZATION, LBR 40 (12" COMPACTED THICKNESS) (ROADWAY)	16,609	SY	\$6.94	\$115,266.46
13	OPTIONAL BASE, BASE GROUP 04, (6" COMPACTED THICKNESS) (DRIVEWAY)	724	SY	\$33.81	\$24,478.44
14	OPTIONAL BASE, BASE GROUP 9, (10" COMPACTED THICKNESS) (ROADWAY)	23,218	SY	\$10.39	\$241,235.02
15	SHELL ROCK BASE OUTSIDE EXISTING TRAVEL LANES, (15.5" COMPACTED THICKNESS)	5,429	SY	\$33.29	\$180,731.41
16	SUPERPAVE ASPHALTIC CONC., SP-9.5 (PLACED IN ONE LIFT - 1.5" THICK) ROADWAY	2,579	TN	\$119.80	\$308,964.20

corrective
total
\$41,955.30

17	SUPERPAVE ASPHALTIC CONC., SP-12.5 (PLACED IN ONE LIFT - 1.5" THICK) ROADWAY	2,579	TN	\$127.56	\$328,977.24
18	SUPERPAVE ASPHALTIC CONC., SP-9.5 (PLACED IN ONE LIFT - 1.5" THICK) SIDE STREETS	179	TN	\$287.40	\$51,444.60
19	CONCRETE DRIVEWAYS, 6" THICK, (3,500 PSI MIN.)	630	SY	\$62.39	\$39,305.70
20	PERFORMANCE TURF (SOD)	43,450	SY	\$3.03	\$131,653.50
21	SINGLE POST SIGN, F&I, GROUND MOUNT, <12 SF	21	AS	\$387.62	\$8,140.02
22	SINGLE POST SIGN, REMOVE	22	AS	\$142.91	\$3,144.02
23	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID 6"	3.49	GM	\$1,769.03	\$6,172.52
24	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., WHITE, SOLID 24" STOP BAR	214	LF	\$3.05	\$652.70
25	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., YELLOW, SOLID 6"	2.58	GM	\$1,787.07	\$4,600.64
26	TEMPORARY PAINTED PAVEMENT MARKINGS, STD., YELLOW, SKIP, 6" (10'/30')	0.37	GM	\$1,217.60	\$450.51
27	THERMOPLASTIC, STD., WHITE, SOLID, 6"	3.49	GM	\$6,554.13	\$22,978.61
28	THERMOPLASTIC, STD., WHITE, SOLID, 6", RUMBLE STRIP SET - PERMANENT	4	EA	\$840.50	\$3,362.00
29	THERMOPLASTIC, STD., WHITE, SOLID, 24", STOP BARS	214	LF	\$6.49	\$1,388.86
30	THERMOPLASTIC, STD., YELLOW, SOLID, 6"	2.58	GM	\$6,551.90	\$16,903.61
31	THERMOPLASTIC, STD., YELLOW, SKIP, 6" (10'/30')	0.37	GM	\$2,208.17	\$817.02
32	RETRO-REFLECTIVE/PAVEMENT MARKERS, YELLOW/YELLOW	397	EA	\$5.07	\$2,012.79
33	MAILBOXES, REMOVE AND RELOCATE	22	EA	\$161.54	\$3,553.88
TOTAL LUMP SUM BID AMOUNT [numeric]				\$2,187,708.33	

LS = Lump Sum, SY = Square Yard, TN = Ton, LF = Linear Foot, and EA = Each **corrective total:**
\$2,189,224.33

The total of the items listed above must total the lump sum amount below.

corrective total: two million one hundred eighty-nine thousand, two hundred twenty-four dollars 33/100**

Total Lump Sum Bid Amount: ~~Two million one hundred eighty-seven thousand seven hundred~~
[Written in Words] ~~eight dollars and 33/100~~

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 06/7/2022

PRESENTER: Shane Smith, Dispatch Director/E911 Coordinator

SUBJECT/TITLE: ACTION AGENDA 10.E ADDED: Request approval of E911 Grant from the State of Florida E911 Board in the Amount of \$812,572.31 for GIS Indoor Mapping & Sub-addressing, Mapping System Replacement, and System Upgrade for NG911.

STATEMENT OF ISSUE

On May 20, 2022, the County received word from the State of Florida E911 Board that a grant in the amount of \$812,572.31 had been awarded to the HCBCC. As with all grants, they must be approved and accepted by the Board.

This award is broken down into 2 grants:

S21-22-05-08 in the amount of \$129,924.00 for GIS Indoor Mapping & Sub-Addressing

S21-22-05-09 in the amount of \$682,648.31 (\$20,011.88 for Mapping System Replacement, and \$662,636.43 for System Upgrade for NG911)

This grant is awarded on a reimbursement basis.

Pending this item's approval, a budget amendment and resolution will be presented at the next BOCC meeting.

RECOMMENDED ACTION

Move to approve E911 Grant from the State of Florida E911 Board in the Amount of \$812,572.31 for GIS Indoor Mapping & Sub-addressing, Mapping System Replacement, and System Upgrade for NG911.

FISCAL IMPACT

Positive fiscal impact of \$812,572.31. Additional fiscal impact details will be presented via budget amendment and resolution at the next meeting, pending this item's approval.

Attachments: [GIS 911 Grant Letter.pdf](#)
[Highlands_S21-22-05-08_GeneralGrantAgreement2022.pdf](#)
[Highlands_S21-22-05-09_GeneralStateGrantAgreement2022.pdf](#)



Florida E911 Board
4030 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-921-4204
Fax: 850-488-9837

May 20, 2022

Highlands County BOCC
590 South Commerce Avenue
Sebring, FL 33870

FEID #: 59-6000655

Subject: Spring 2022 State - Reimbursement Grant Program

Dear Highlands County BOCC:

The State of Florida E911 Board would like to congratulate you on your grant award for E911 revenue funds to improve the E911 system serving your county. According to the Spring 2022 Cycle State - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of this grant term.

Please see the attached grant award agreement for details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Spring 2022 grant(s) to Highlands County:

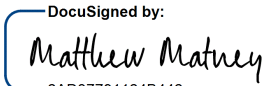
<u>Grant Number</u>	<u>CSFA/CFDA #</u>	<u>Amount Requested</u>	<u>Amount Approved</u>	<u>Purpose</u>	<u>Federal Funding</u>
S21-22-05-08	72.003	\$129,924.95	\$129,924.00		
			\$129,924.00	GIS Indoor Mapping & Sub-addressing	No Association
S21-22-05-09	72.003	\$682,648.31	\$682,648.31		
			\$20,011.88	Mapping System Replacement	No Association
			\$662,636.43	System Upgrade for NG911	No Association
Total Grant Awards:			\$812,572.31		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:

2AD37791124B442...
Matthew Matney, Chief
Bureau of Public Safety - E911

MM/KR

cc: Highlands County 911 Coordinator

Additional Terms and Conditions for Rural and State Grant
S21-22-05-08

The terms of this document supplement the terms and conditions contained in in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on May 26th, 2022 and ends on May 26th, 2024.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to GIS Indoor Mapping & Sub-addressing		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete GIS Indoor Mapping & Sub-addressing in accordance with the Grantee's contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within section 119.071, Florida Statutes.</i>	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$129,924.00		

5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Sarah Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and

contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

Signature - Chair, Board of County Commissioners or County Manager

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S. - Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Grant Number: S21-22-05-08	Grant Award Date: 05/19/2022
Catalog of State Financial Assistance number: 72.003	Catalog of State Financial Assistance title: Prepaid 911 Emergency Telephone System State County Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part III: Report Submission

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399
 - b. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: 911 State Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.003 911 State Grant Program

Amount: \$129,924.00

2.State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement S21-22-05-08 between the Grantee and the Department, entered in State Fiscal Year 2022-2023.

Additional Terms and Conditions for Rural and State Grant

S21-22-05-09

The terms of this document supplement the terms and conditions contained in in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on May 26th, 2022 and ends on May 26th, 2024
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to System Upgrade for NG911 & Mapping System Replacement		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete Upgrade for NG911 & Mapping System Replacement in accordance with the Grantee's contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within section 119.071, Florida Statutes.</i>	1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$682,648.31		

5. CONTACTS

- 5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:
- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
 - 5.1.2. Review all documentation for which the Grantee requests payment; and
 - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Sarah Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

- 5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

The County 911 Coordinator, named in the Application.

- 5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity

by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the

event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The

Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

- 15.5. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

Signature - Chair, Board of County Commissioners or County Manager

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S. - Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Grant Number: S21-22-05-09	Grant Award Date: 05/19/2022
Catalog of State Financial Assistance number: 72.003	Catalog of State Financial Assistance title: Prepaid Next Generation 911(NG911) State Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part III: Report Submission

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399
 - b. The Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subject to Section 215.97, F.S.:

1. State Project A: System Upgrade for NG911

State Project: E911 State Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.003 Prepaid Next Generation 911 (NG911) State Grant Program

Amount: \$662,636.43

1. State Project B: Mapping System

State Project: E911 State Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.003 Prepaid Next Generation 911 (NG911) State Grant Program

Amount: \$20,011.88

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement S21-22-05-09 between the Grantee and the Department, entered in State Fiscal Year 2022-2023