HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, June 17, 2025
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

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

Please silence all cell phones and devices.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ANNOUNCEMENTS

The Affordable Housing Advisory Committee will hold a regular meeting at 3:30 p.m., on Wednesday, June 18, 2025, in the Engineering Conference Room, 505 S. Commerce Ave., Sebring

The Highlands County Code Enforcement Special Magistrate will hold a Hearing at 1:30 p.m., on Friday, June 20, 2025, in the Board Room, 600 S. Commerce Avenue, Sebring

The Highlands County Hospital District will hold a Special Meeting at 10:00 a.m., on Tuesday, June 24, 2025, in the Board Room, 600 S. Commerce Avenue, Sebring

County offices will be closed on Friday, July 4, 2025, in observance of the Independence Day holiday

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Presentation to Employee of the 1st Quarter of 2025*
Laurie Hurner, 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.
Cynthia Acevedo nomination.docx

6.B *County Administrator Laurie Hurner Presentation of Years of Service Awards*
James K. Duppenthaler, Fire Chief Leah Sauls, Development Services Director
James D. Langford, Assistant County Administrator
No fiscal impact.

Service Award Bio 2nd meeting Jun 2025.docx
YEARS OF SERVICE AWARDS.docx

6.C *Request approval of a Proclamation recognizing June 16 through June 20, 2025, as "Code Enforcement Officer's Appreciation Week" in Highlands County, Florida.*
Eric Longshore, Building Official
There is no fiscal impact.
Proclamation for Code Enf 2025.pdf

7. PUBLIC COMMENT

8. CONSENT AGENDA

8.A
Request to approve and execute the plat of Kat Ridge Subdivision for recordation.

JD Langford, P.E., Acting County Engineer
There will be no additional fiscal impact, CR 17 is County maintained.
Statement of Issue.pdf
KAT RIDGE SUBDIVISION_LOCATION MAP.pdf
KAT RIDGE PLAT FOR RECORDATION1.pdf

8.B *Request approval of Budget Amendment 24-25-081 for the EOC Warehouse building.*
Corey Amundsen, Division Chief Emergency Management
The fiscal impact of $20,000 in Fund 151 (Infrastructure Surtax) is being transferred from cost center 9990B (Budgetary Expenditures AC/151), account 59900 (Reserve for Contingency) to Project 23085 (EOC Warehouse Building), cost center 3991 (Emergency Management), account 56200Z (Project Buildings).
Statement of Issue.pdf
24-25-081 Proj 23085 EOC Warehouse Add'l Funding.pdf
24-25-081 Proj 23085 EOC Warehouse Add'l Funding (Reserve).pdf

8.C *Request approval of Budget Amendment 24-25-084 to realign funds within cost center 1031B, State Court Facilities.*
Brandon Gunn, Facilities Director
The fiscal impact is a decrease of $30,000.00 to account 51200 (Regular Salaries & Wages) and an increase to account 54600 (Repair & Maintenance) within Fund 176 (State Court Facilities), cost center 1031B (State Court Facilities) for a net fiscal impact of $0.00.
24-25-084 Realign 1031B Salaries to Repair Maintenance.pdf
24-25-084 BA Statement of Use2.pdf

8.D *Request adoption of Resolution 24-25-106 for Budget Amendment 24-25-082 for the FDLE Drone Replacement grant.*
Corey Amundsen, Emergency Management Division Chief
There is an increase to Fund 005 (General) in the amount of $47,766.80 which is being appropriated in Project 24038 (Drone Replacement Program), cost center 3991 (Emergency Management), account 56400Z (Project Equipment).

Statement of Issue.pdf
24-25-082 Proj 24038 Drone Replacement Prog Assistance (BA).pdf
24-25-082R Proj 24038 Drone Replacement Prog Assistance (Resolution).pdf

8.E *Request adoption of Resolution 24-25-107 for Budget Amendment 24-25-085 to set up Project 24046 Sun 'N Lake of Sebring Improvement District for Concrete Path and Fitness Stations.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact is an increase of $78,133.60 to Fund 151 (Infrastructure Surtax) which is being appropriated in Project 24046 (Sun â€˜N Lake Concrete Path & Fitness Stations), account 58100Z (Aid to Govt Agency Project). in addition, $149,690.00 is being transferred from cost center 6101A, account 56300 (Improvements Other Than) in the amount of $149,690.00 also into Project 24046, cost center 6101A, account 58100Z for project 24046 total of $227,823.60.
SNL BA 24-25-085.pdf
SNL Res 24-25-107.pdf
SNL Statement.pdf

8.F *Request approval of Budget Amendment 24-25-075 to realign funds within Fund 143 FL Boating Improvement for Repair & Maintenance.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact of $48,000 is to realign funds within Fund 143, FL Boating Improvement, from account 56300 (Improvements Other Than), to account 54600 (Repair & Maintenance).
24-25-075 Statement of Use 6103 Boating Improvement Funding.pdf
24-25-075 Realign 6103 Boating Improvement Funding (BA).pdf

8.G *Request adoption of Resolution 24-25-108 for Budget Amendment 24-25-086 to increase and realign funds in Project 23109 (FNCAC VOCA-BTG).*
Gail T. Werley, CAC Manager
The fiscal impact is an increase to Fund 005 (General) in the amount of $53,719.83 in Project 23109, FNCAC VOCA-BTG 24/25, cost center 3995 (Children's Advocacy Center), and various personal and operating accounts for the CAC.
24-25-086 Proj 23109 FNCAC VOCA-BTG Add'l Funding (BA).pdf
24-25-086R Proj 23109 FNCAC VOCA-BTG Add'l Funding (Resolution).pdf
STATEMENT OF ISSUE FNCAC VOCA-BTG ADDITIONAL GRANT FUNDS 6.17.25.pdf

8.H *Request approval of Budget Amendment 24-25-070 for APX Consolette.*
Corey Amundsen, Division Chief Emergency Management
There is no fiscal impact.
24-25-070 Xfer Fds fm 3991 to 3998B_APX Consolette (BA).pdf
Statement of Issue.pdf

8.I *Request approval of Budget Amendment 24-25-083 to update the distribution of grant funds from FNCAC GR-CPT to the CAC in Project 23108 to align funding approved by the FNCAC*
Gail T. Werley, CAC Manager
There is no fiscal impact.
24-25-083 Proj 23108 FNCAC GR-CPT 24-25 Realignment 5.21.25.pdf

STATEMENT OF ISSUE FNCAC GR-CPT BA 6.17.25.pdf

8.J *Request approval of Budget Amendment 24-25-087 to provide additional funding for cost centers with negative category balances.*
David Nitz, OMB Manager
The fiscal impact of $24,300 is transferring available funding from cost center 5108 (HCRA), account 53400 (Contractual Svcs) to cost center 1000 (Gen. Admin Circuit Crt), account 54100 (Communications & Freight) and account 55200 (Operating Supplies) in the amounts of $1,900 and $600, respectively; to cost center 3400 (Development Svcs), account 54600 (Repair & Maintenance) in the amount of $5,000; and to cost center 5330 (Community Program Svcs), account 51200 (Regular Salaries & Wages) in the amount of $16,800.
24-25-087 Clean Up Negative Cost Ctrs #2 (BA).pdf
Reg.-1244-2024 Statement of Issue Negative Cost Centers #2.pdf

8.K *Request for approval of eight Memorandum of Agreements with community partner agencies as required by the Healthy Families Highlands subcontract agreement.*
Cynthia Acevedo, Healthy Families Highlands Program Manager
There is no fiscal impact.
MOA Tri-County HF 25-30.pdf
MOA Early Learning Coalition HF 25-30.pdf
MOA Early Steps HF 25-30.pdf
MOA FDOH HF 25-30.pdf
MOA Healthy Start Coalition HF 25-30.pdf
MOA Heartland for Children HF 25-30.pdf
MOA Peace River Center HF 25-30.pdf
MOA RCMA HF 25-30.pdf

8.L *Request approval of Amendment #0010 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida Inc. (Healthy Families Florida) to extend the end of the contract period from June 30, 2025, to July 31, 2025.*
Cynthia Acevedo
There is no fiscal impact.
STATEMENT OF ISSUE Healthy Families Amend #0010 .pdf
Highlands Amend 10 FY 24-25 Extension 5.30.25.pdf

8.M *Request approval of the May 20, 2025, Regular Minutes of the Board and the Special Workshop.*
052025REG.pdf
052025Workshop.pdf

8.N *Request appointment of Gail Werley, Program Manager of the Children's Advocacy Center to the Board of the Early Learning Coalition of Florida's Heartland (ELCFH).*
Ingra Gardner, Director of Community Programs
There is no fiscal impact.
Statement of Issue_ELCFH 2.pdf
Letter of Appointment.pdf

8.O *Request approval to waive field rental fees and deposit for Sebring High School*

Cross Country Program at the Highlands County Multi-Sports Complex.
Brandon Gunn, Parks & Facilities Director
The fiscal impact would be a loss in revenues of $855.00 to Fund 005 (General) account 3475100 (Sports Complex).
SHS Letter of Wavier.pdf
SHS Statement.pdf
SHS Fees Waived.pdf

8.P *Request approval to move forward with the sale of eight (8) County owned surplus properties and provide the County Administrator the authority to execute the Deeds.*
Stacy Quillen, Procurement Manager
The fiscal impact is revenue totaling $117,505.00 to the General Fund from sale of the properties and the properties will return to the Tax Roll.
Property Statement of Issue.docx
25-020-RDV NOIA.pdf

8.Q *Request approval to waive rental fees and damage deposit for the Venus Community Foundation at the Venus Community Clubhouse, and the associated Special Event Permit fees, Temporary Road Closure fee, and Alcoholic Beverage License review fees.*
Brandon Gunn, Parks & Facilities Director Melony Culpepper, Planning and Zoning Supervisor
The fiscal impact would be a loss in revenues of a total of $1,125.00; $500.00 to Fund 005 (General) account 3475100 (Sports Complex), $400.00 to Fund 005 (General) account 3419100 (Bingo Application), $200.00 to Fund 110 (County Transportation Trust) account 3449000 (Inspections), and $25.00 to Fund 005 (General) account 3699000 (Other Misc Revenue).
VCF Letter of Waiver.pdf
VCF Statement.pdf
VCF Fees Waived.pdf

8.R *Request approval of the Business Associates Agreement with Central Florida Behavioral Health Network.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Statement of issue.docx
Business Assoc. Agreement.pdf

8.S *Request approval of a Sport Event Tourist Development Grant for 2025 Excel Speed Combine to be held in Highlands County on June 27- 28, 2025.*
Reagan Fultz, Tourism Marketing & Project Manager Casey Hartt, Lead Marketing Consultant
There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in FY24/25 for marketing said event. The 2025 Excel Speed Combine is eligible for $7,045.00 from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
Excel Speed Grant Agreement 2.pdf
STATEMENT OF ISSUE - Excel Speed TDC Grant.pdf

8.T *Request approval of the Interlocal Agreement between Highlands County and the*

Highlands County Sheriff.
Sherry G. Sutphen, County Attorney Paul Blackman, Sheriff
There is no fiscal impact.
Interlocal Agreement Signed by Sheriff.pdf
HCSO Grant Interlocal Agenda Memo (2025.06.12).pdf

8.U *Request approval of Amendment 4 to Agreement between Highlands County and Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion.*
Robert A. Diefendorf, Jr. E.I., Project Engineer
There is an increase of $9,300.00 to the contract in Fund 401 (Solid Waste) but no change to the overall Project No. 21078 and FY 24/25 project budget.
Statement of Issue 1219-2024.pdf
COMANCO Amendment 4 SGS Executed.pdf

8.V *Request approval of the May 20, 2025, Regular Minutes of the Board and the Special Workshop.*
052025REG.pdf
052025Workshop.pdf

8.W *Request approval of Budget Amendment 24-25-080 to realign funds in Project 22030 (R&B Main Bldg Expansion) along with Amendment #1 to the Marmer Contract which correlates with the change orders and revised scope of work.*
Jonathan Harrison, Road and Bridge Director
The Fiscal Impact includes realigning funds (Fund 151) in the amount of $64,774.95 in Project 22030 (R&B Main Bldg Expansion) due to shortages. Marmer Amendment 1 is under this BA request in the amount of $11,678.25.
24-25-080 Proj 22030 R&B Main Bldg Expansion Add'l Funding.pdf
Statement_of_Issue_-Road_and_Bridge_Realign_22030_6.3.2025.pdf
Road & Bridge-PCCO #1-Amendment.pdf

9. COMMITTEE ASSIGNMENTS:

9.A *Request approval of Zachary Franco and Hannah Bowen as the newest members of the Natural Resources Advisory Commission (NRAC).*
Mike McMillian, Natural Resources Specialist II
There is no fiscal impact.
NRAC application for Allain Hale.docx
Statement_of_Issue.docx

10. PUBLIC HEARING

10.A *Public Hearing to consider approval of Pasco-Pinellas, Hillsborough Health System Inc. DBA AdventHealth Wesley Chapel EMS application for renewal of Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Certificate of Public Convenience and Necessity (COPCN) serving the entirety of Highlands County with servicing all areas within Highlands County.*
Dustin Fitch, Deputy Chief
There is no fiscal impact.

Application only.pdf
COI.pdf
Statement 1204-2024.pdf
Advent Wesley Chapel aff.pdf

10.B *Request adoption of Ordinance 24-25-13 prohibiting camping on public property in accordance with Florida Statutes, Section 125.0231, and solicitation in public rights of way.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
24-25-13_Agenda_memo_public_camping.SGS.pdf
Ordinance_public_sleeping_and_panhandling__2025.06.06_.katie.SGS.pdf

11. ACTION AGENDA

11.A *Consideration of Statement of Legislative Intent to extend the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.*
Leah Sauls, Development Services Director.
The fiscal impact is not determinable at this time but is an estimated loss of $2.5 million per year (500 new homes x approx. $5,000 per home impact fee assessment) that will not be collected for capital improvement items.
Statement of Issue_IF MORT EXT.pdf

11.B *Request approval of Consultant Services Authorization (CSA) No. 1 between Highlands County and SAM Construction Services, LLC (SAM) for Construction Engineering and Inspection (CEI) services for construction of the Beacon Avenue widening and resurfacing, Project No. 22060.*
Kenya A. Anderson, MSP, Senior Project Manager James D. Langford, P.E., Assistant County Administrator /Acting County Engineer
The fiscal impact of $176,404.00 to Fund 151 (Infrastructure Surtax) is included in the FY24/25 Adopted budget, Project 22060 (Beacon Ave. Widening), account 56301Z (Proj. Capital Infrastructure) as the funding for this project was originally approved and included in the FY22/23 Adopted budget and CFS. FDOT is willing to reimburse the County up to the amount of $1,496,161.00 for design, construction, and construction engineering and inspection (CEI) for Project 22060.
Location Map 2.pdf
REG 1250-2024 - Statement of Issue 2.pdf
SAM Construction CSA - CEI.pdf

11.C *Request approval of RFP for Infrastructure Sales Surtax Refunding Revenue Bond Series 2025 and request Adoption of Resolution 24-25-112.*
David Nitz, OMB Manager Sherry Sutphen, County Attorney Tanya Cannady, Business Svcs Director
The fiscal impact is a $12,000,000 loan to the HCISSRB Construction Fund and will be appropriated in cost center 2680G (HCISSR LTD Capital 2025), Project 21064 (County Jail Facility Expansion), account 56200Z (Project Building) in the amount not to exceed $7,000,000 and the balance will be used for near future projects for the purchase/construction of additional office facilities.
Reg.-1262-2024 Statement of Issue_Revenue Note Series 2025.pdf

Supplemental Resolution - Series 2025.PDF

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report as of June 11, 2025.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Long_Range_Legal_Log_6.11.2025.SGSKatie.docx

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

13. COMMISSIONERS

14. INFORMATIONAL

14.A *Document and correct for the record, scrivener's errors found in 446322-1 Draft agreements for the W College Drive Phase I previously approved with incorrect percentages documented in the agreement*
Thomas Hendel - Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no fiscal impact.
446322-1 Draft Agreement - Partially Executed with Resolution revised.pdf
Scriveners Errors - Document 24033 - 446322-1 - Statement of Issue.pdf

14.B *Document and correct for the record, scrivener's errors found in 446322-2 Draft agreements for the W College Drive Phase II previously approved with incorrect percentages documented in the agreement*
Thomas Hendel - Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no fiscal impact.
446322-2 Draft Agreement - Partially Executed with Resolution - revised.pdf
Scriveners Errors - Document 24034 - 446322-2 - Statement of Issue.pdf

14.C *Board payables from June 19, 2025, through June 30, 2025*

15. ADJOURN

ADJOURN

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

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

Any invocation that may be offered before the official start of the Commission meeting is a voluntary offering by a private citizen. The views or beliefs expressed by the invocation speaker have not been 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.

A person desiring to provide public comment related to an item on the Consent Agenda of this meeting, must fill out a Speaker Card and submit the same to the County Administrator or Chairperson by 8:S0a.m. All Speaker Cards received after 8:50am, will be called during the regular Public Comment

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Presentation to Employee of the 1st Quarter of 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Presentation of Employee of the Quarter to Cynthia Acevedo

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: Cynthia Acevedo nomination.docx

Cynthia Acevedo **Project Manager Healthy Family**

The Healthy Families supervisor resigned over six months ago. Cynthia has not only been working tirelessly to hire a new supervisor, but she has had to fill in the duties of supervisor herself during this time. During the period, she has also had three out of four support workers resign (despite their insistence that Healthy Families is a wonderful work environment). Not to mention, her assistant of 17 years retired during this time, meaning she has had to provide guidance to a less experienced assistant during this busy period. Yet, despite her overwhelming workload, she is nothing but kind and supportive to her staff - always ready to ask questions and provide assistance. Cynthia never loses her passion for the mission of helping families in our community. For this reason, I believe Cynthia deserves to be recognized for all her efforts.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 17, 2025

PRESENTER: **James K. Duppenthaler, Fire Chief Leah Sauls, Development Services Director James D. Langford, Assistant County Administrator**

SUBJECT/TITLE: **County Administrator Laurie Hurner Presentation of Years of Service Awards**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Award pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: Service Award Bio 2nd meeting Jun 2025.docx
Attachments: YEARS OF SERVICE AWARDS.docx

Bios

5 Years of Service	**Rhonda Hestand** was hired by the Board in June 2020 as a Public Works Specialist. In August 2021, she was promoted to Human Resource Specialist. Rhonda was promoted to Procurement Agent in September 2022. In January 2023, she was promoted to Solid Waste Accounting Manager.
10 Years of Service	**Laurie Hurner** was hired by the Board of County Commissioners in May 2015 as the County Extension Director. In August 2020, she was promoted to Deputy County Administrator/Chief of Staff. In December 2022, Laurie was appointed as County Administrator.
20 Years of Service	**Kenya Anderson** was hired by the Board in June 2005 as a Planner I. In August 2006, she was promoted to Development Assistant to the County Engineer. In March 2007, Kenya was promoted to Project Manager Traffic. She was promoted to Senior Project Manager in April 2024.
25 Years of Service	**Edward Cardona** was rehired by the Board of County Commissioners in May 2000 as the Safety Supervisor in Traffic Operations. In May 2001, he was promoted to Traffic Operations Supervisor. In June 2021, Eddie was promoted to Traffic Operations Manager.
25 Years of Service	**Michael Jolin** was hired by the Board of County Commissioners in June 2000 as a Firefighter/EMT. He continues to serve the County in that role today.

25 Years of Service

Beverly Singley was hired by the Board in May 2000 as an Administrative Secretary. In March 2005, she was promoted to Code Enforcement Clerk. In April 2006, she was promoted to Enforcement Official and in January 2019, she was promoted to Enforcement Official II. Beverly was promoted to Code Enforcement Administrator in March 2022. She was promoted to Code Enforcement Supervisor in October 2024.

YEARS OF SERVICE AWARDS

5 YEARS

Rhonda Hestand – Solid Waste Accounting Manager, Solid Waste

10 YEARS

Laurie Hurner – County Administrator

20 YEARS

Kenya Anderson – Senior Project Manager – Engineering

25 YEARS

Eddie Cardona – Traffic Operations Manager – Engineering
Michael Jolin – Firefighter/EMT- Public Safety
Beverly Singley – Code Enforcement Supervisor – Development Services

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Eric Longshore, Building Official**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing June 16 through June 20, 2025, as "Code Enforcement Officer's Appreciation Week" in Highlands County, Florida.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a Proclamation recognizing June 16 through June 20, 2025, as "Code Enforcement Officer's Appreciation Week" in Highlands County, Florida.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Proclamation for Code Enf 2025.pdf

PROCLAMATION

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of the citizens in the community through the enforcement of noise, zoning, watering, nuisance abatement, environmental, development orders and other codes and ordinances: and,

WHEREAS, Code Enforcement Officers are responsible for improving neighborhoods and the quality of lives of the residents in and community; and

WHEREAS, every day assisted by program staff, they attempt to provide quality customer service to the public for the betterment of the community; and,

WHEREAS, too many times, their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and,

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their division and the local government within which they serve; and,

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June to be set aside by local government to honor and recognize their Code Enforcement Officers; and,

WHEREAS, the Highlands County Commission has declared the third week of June be set aside to honor and recognize the Code Enforcement Officers;

NOW THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida, does hereby recognize June 16th through June 20th, 2025, as **CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK in HIGHLANDS COUNTY, FLORIDA**.

Done and adopted this 17th day of June 2025.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

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

SUBJECT/TITLE:

Request to approve and execute the plat of Kat Ridge Subdivision for recordation.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve and execute the plat of Kat Ridge Subdivision for recordation.

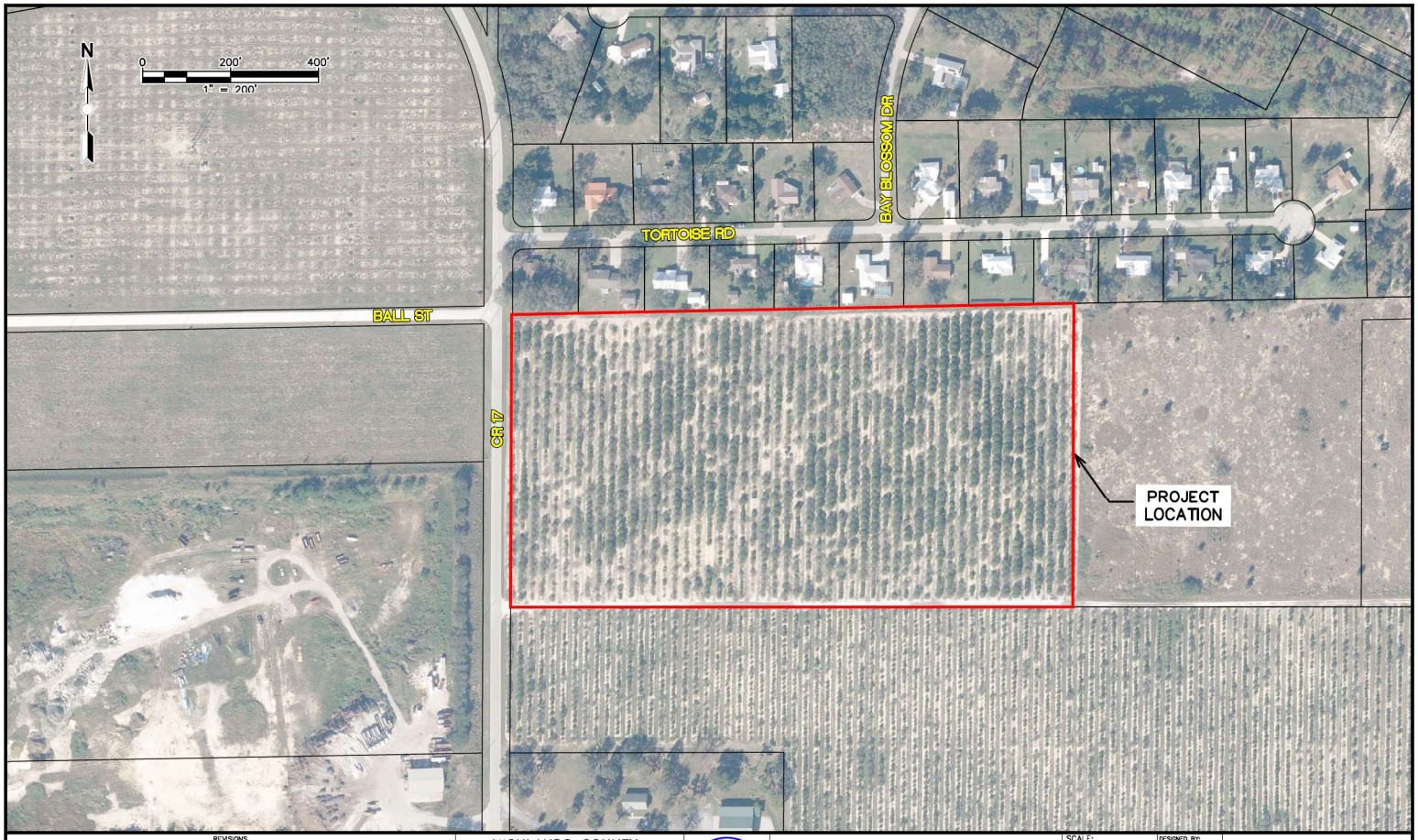
FISCAL IMPACT

There will be no additional fiscal impact, CR 17 is County maintained.

Attachments: Statement of Issue.pdf
Attachments: KAT RIDGE SUBDIVISION_LOCATION MAP.pdf
Attachments: KAT RIDGE PLAT FOR RECORDATION1.pdf

STATEMENT OF ISSUE

Attached for your consideration and approval is the plat mylar for Kat Ridge Subdivision, which was prepared by Germaine Surveying, Inc. on behalf of Richard A. Tuck and Sandee L. Tuck. The land subdivision process has been completed for this portion of property located at 7800 CR 17, Sebring, FL, 33876, as outlined in Chapter 12, Article 4 of County Code of Ordinances Land Development Regulations. The County Attorney, County Engineer, County Surveyor, and Development Services Director have approved and signed the referenced plat for recordation. The Fire Marshall, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have also approved the plat.



REVISIONS		
DATE	BY	DESCRIPTION

D:\PROJECTS\Other Projects\Kat Ridge Subdivision\KAT RIDGE SUBDIVISION_LOCATION MAP.dwg, 11x17, Mahoney, Stacey Colors As Black Except Grey Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

FOR INFORMATION

KAT RIDGE SUBDIVISION
7800 CR 17, SEBRING

LOCATION MAP

SCALE: HORIZ. 1"=200' VERT. N/A		DESIGNED BY: J.D. LANGFORD, P.E.
		DRAWN BY: STACY MAHONEY
PROJECT NO. N/A	REV. 0	CHECKED BY: J.D. LANGFORD, P.E.
		IN CHARGE: J.D. LANGFORD, P.E.
SHEET 1 OF 1		DATE: 9/25/2025

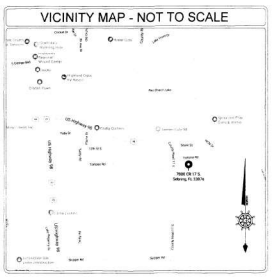
APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

KAT RIDGE SUBDIVISION

A PORTION OF NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF
SECTION 23, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
DATED: APRIL 18, 2025

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD. SEBRING, FLORIDA 33870
BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 036-24-003
L.B. #6017

VICINITY MAP - NOT TO SCALE



GENERAL NOTES:

1) SYMBOL	□	INDICATES PERMANENT REFERENCE MONUMENT, 4"x4"X24", LB# 6017
2) SYMBOL	R=	INDICATES RADIUS
3) SYMBOL	D=	INDICATES DELTA
4) SYMBOL	L=	INDICATES LENGTH
5) SYMBOL	CB=	INDICATES CHORD BEARING
6) SYMBOL	CH=	INDICATES CHORD LENGTH
7) PC		POINT OF CURVE
8) PRC		POINT OF REVERSE CURVE
9) C/L		CENTERLINE
10) R/W		RIGHT OF WAY
11) NAD83		NATIONAL AMERICAN DATUM OF 1983

12) BEARING SYSTEM BASED ON THE NORTH LINE OF THE WEST LINE OF SECTION 23-35-29, AS BEING S01°33'33"W.

13) 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.

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

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

16) WATER IS PROVIDED BY CITY OF SEBRING.

17) RESOLUTION OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 547, PAGE 131 AND IN OFFICIAL RECORDS BOOK 596, PAGE 298, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. BLANKET IN NATURE ON PLAT.

18) ORDINANCE NUMBER 89-11, ADOPTED ON THE 27TH DAY OF JUNE, 1989, HIGHLANDS COUNTY SOLID WASTE COLLECTION, DISPOSAL AND ASSESSMENT ORDINANCE. BLANKET IN NATURE ON PLAT.

19) EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 410, PAGE 157, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. AFFECTS PROPERTY BUT UNABLE TO PLOT EASEMENT. THIS EASEMENT DOES NOT ENCUMBER THE TRACT "A" DEDICATION TO THE COUNTY.

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. 2025.

SIGNED: _____ CHAIR 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.

_____ _____
JAMES D. LANGFORD, P.E. ACTING 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 M. 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.

_____ _____
ROBERT J. LOWE, JR., PSM DATE APPROVED
PROFESSIONAL SURVEYOR AND MAPPER NO. PSM 4850

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. SUTPHEN COUNTY ATTORNEY DATE

LEGAL DESCRIPTION
A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 0°13'33" WEST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1327.75 FEET TO THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 23, SAID POINT BEGIN THE POINT OF BEGINNING OF THE FOLLOWING TRACT; THENCE NORTH 88°52'41" EAST, ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 23, A DISTANCE OF 1,321.96 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 23; THENCE SOUTH 0°19'30" WEST ALONG THE EAST LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 23, A DISTANCE OF 668.73 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 23; THENCE SOUTH 89°03'25" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 23, A DISTANCE OF 1,320.72 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE S.W.1/4 OF THE N.W. 1/4 OF SAID SECTION 23; THENCE NORTH 0°13'33" EAST ALONG THE WEST LINE OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 23, A DISTANCE OF 664.96 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED KAT RIDGE SUBDIVISION, 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 5J-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.

DATE 5/5/25

GARY L. GERMAINE, PSM #3945 (SEAL)
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6335
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6856
L.B. #6017

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOWN ALL MEN BY THESE PRESENTS, THAT RICHARD A. TUCK AND SANDEE L. TUCK, AS CO-TRUSTEES OF THE RICHARD A. TUCK AND SANDEE L. TUCK JOINT REVOCABLE TRUST U/T/A DATED MARCH 7, 2014, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THIS PLAT, TITLED KAT RIDGE SUBDIVISION, HAVE CAUSED THE SAME TO BE SURVEYED AND MAPPED, CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREIN AND DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED HEREIN AND SPECIFICALLY TRACT "A" TO HIGHLANDS COUNTY, FLORIDA IN FEE SIMPLE.

WITNESSES:
Deborah Franco
PRINT: Deborah Franco
ADDRESS: 3803 Kenilworth Blvd Sebring, Fl 33870

WITNESSES:
Joe Smith
PRINT: Joe Smith
ADDRESS: 3803 Kenilworth Blvd Sebring FL 33870

RICHARD A. TUCK, AS CO-TRUSTEE OF THE RICHARD A. TUCK AND SANDEE L. TUCK JOINT REVOCABLE TRUST U/T/A DATED MARCH 7, 2014

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF RICHARD A. TUCK, CO-TRUSTEE OF THE RICHARD A. TUCK AND SANDEE L. TUCK JOINT REVOCABLE TRUST U/T/A DATED MARCH 7, 2014, WHO PERSONALLY SWORE OR AFFIRMED THAT HE IS AUTHORIZED TO EXECUTE THIS PLAT AND WHO [X] PERSONALLY KNOWN TO ME OR WHO PRODUCED N/A AS IDENTIFICATION, AND WHO DID / DID NOT TAKE AN OATH THIS 9th DAY OF May, 2025.

(STAMP) TERESA A WEED MY COMMISSION # HH 209270 EXPIRES: August 7, 2026

NOTARY PUBLIC

WITNESSES:
Margaret Brown
PRINT: Margaret Brown
ADDRESS: 1810 West Foxglove Rd.

WITNESSES:
David L. Lightsey Jr.
PRINT: David L. Lightsey Jr.
ADDRESS: 4905 Emerald Pine Ave, Sebring FL

SANDEE L. TUCK, AS CO-TRUSTEE OF THE RICHARD A. TUCK AND SANDEE L. TUCK JOINT REVOCABLE TRUST U/T/A DATED MARCH 7, 2014

ACKNOWLEGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF SANDEE L. TUCK, CO-TRUSTEE OF THE RICHARD A. TUCK AND SANDEE L. TUCK JOINT REVOCABLE TRUST U/T/A DATED MARCH 7, 2014, WHO PERSONALLY SWORE OR AFFIRMED THAT SHE IS AUTHORIZED TO EXECUTE THIS PLAT AND WHO [X] PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID / DID NOT TAKE AN OATH THIS 6th DAY OF April, 2025.

(STAMP) REBECCA L GRIFFIO Notary Public - State of Florida My Comm. Expires November 8, 2025 Commission # HH190764

NOTARY PUBLIC

JOINDER AND CONSENT TO DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS THAT FARM CREDIT OF FLORIDA, ACA, THE OWNER AND HOLDER OF THAT CERTAIN REAL ESTATE MORTGAGE RECORDED SEPTEMBER 26, 2017 IN OFFICIAL RECORDS BOOK 2599, PAGE 1405, AND FUTURE ADVANCE UNDER MORTGAGE PROVIDING FOR FUTURE ADVANCES THE NOTES SECURED BY THIS AGREEMENT RECORDED DECEMBER 12, 2023 IN OFFICIAL RECORDS BOOK 3017, PAGE 788, ALL IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 5th DAY OF May, A.D. 2025.

Joe Smith
WITNESS
Joe Smith
3803 Kenilworth Blvd
Sebring

Rebekah Guarin
WITNESS
Rebekah Francis
3803 Kenilworth Blvd
Sebring

FARM CREDIT OF FLORIDA, ACA

BY: _____

CHARLES CRUSE

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF Charles Cruse AS Vice President OF FARM CREDIT OF FLORIDA, ACA, 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 FLDL C620-145-71-298-0 AS IDENTIFICATION, AND WHO DID / DID NOT TAKE AN OATH THIS 9th DAY OF May, 2025.

(STAMP) TERESA A WEED MY COMMISSION # HH 209270 EXPIRES: August 7, 2026

NOTARY PUBLIC

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME 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. 2025.

_____ CLERK OF THE CIRCUIT COURT (SEAL)

PLAT BOOK _____ PAGE _____

SHEET 1 OF 2

KAT RIDGE SUBDIVISION

A PORTION OF NORTH 1/2 OF THE S.W. 1/4 OF THE N.W. 1/4 OF
SECTION 23, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
DATED: APRIL 18, 2025

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD. BUS. (863) 385-6856
SEBRING, FLORIDA 33870 FAX. (863) 382-4531
L.B. #6017 GERMAINE JOB# 236-24-003

GENERAL NOTES:

1) SYMBOL ⊡ INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017
2) SYMBOL R= INDICATES RADIUS
3) SYMBOL D= INDICATES DELTA
4) SYMBOL L= INDICATES LENGTH
5) SYMBOL CB= INDICATES CHORD BEARING
6) SYMBOL CH= INDICATES CHORD LENGTH
7) PC POINT OF CURVE
8) PRC POINT OF REVERSE CURVE
9) C/L CENTERLINE
10) R/W RIGHT OF WAY
11) NAD83 NATIONAL AMERICAN DATUM OF 1983

12) BEARING SYSTEM BASED ON THE NORTH LINE OF THE WEST LINE OF SECTION 23-35-29, AS BEING S01°33'33"W.

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

16) WATER IS PROVIDED BY CITY OF SEBRING.

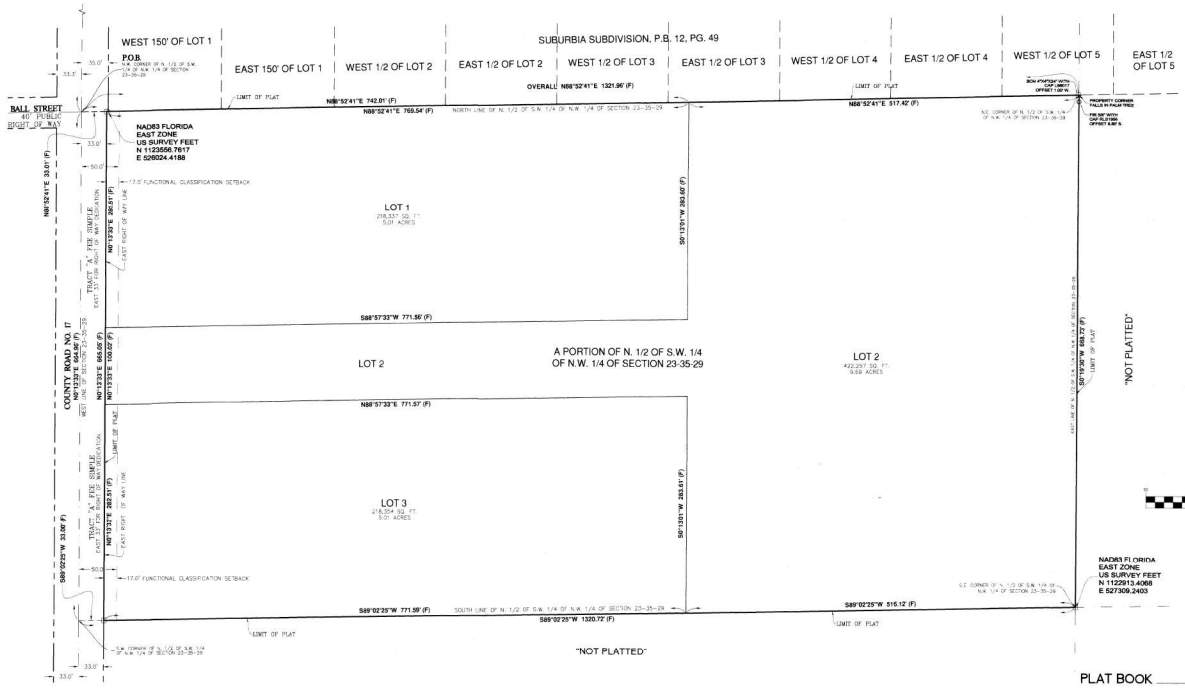
17) RESOLUTION OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS RECORDED IN OFFICIAL RECORDS BOOK 547, PAGE 131 AND IN OFFICIAL RECORDS BOOK 596, PAGE 298, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. BLANKET IN NATURE ON PLAT.

18) ORDINANCE NUMBER 89-11, ADOPTED ON THE 27TH DAY OF JUNE, 1989, HIGHLANDS COUNTY SOLID WASTE COLLECTION, DISPOSAL AND ASSESSMENT ORDINANCE. BLANKET IN NATURE ON PLAT.

19) EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 410, PAGE 157, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AFFECTS PROPERTY BUT UNABLE TO PLOT EASEMENT. THIS EASEMENT DOES NOT ENCUMBER THE TRACT "A" DEDICATION TO THE COUNTY.

LINE TABLE

BOUNDARY	
TIE LINE	
LOT LINE	
BUILDING	
CENTERLINE	
RIGHT OF WAY	
EASEMENT 1	
EASEMENT 2	
EASEMENT 3	
EASEMENT 4	
TOP OF BANK	
TOE OF SLOPE	
CENTERLINE OF SWALE	
OVERHEAD WIRES	



PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Corey Amundsen, Division Chief Emergency Management**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-081 for the EOC Warehouse building.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-081 for the EOC Warehouse building.

FISCAL IMPACT

The fiscal impact of $20,000 in Fund 151 (Infrastructure Surtax) is being transferred from cost center 9990B (Budgetary Expenditures AC/151), account 59900 (Reserve for Contingency) to Project 23085 (EOC Warehouse Building), cost center 3991 (Emergency Management), account 56200Z (Project Buildings).

Attachments: Statement of Issue.pdf
Attachments: 24-25-081 Proj 23085 EOC Warehouse Add'l Funding.pdf
Attachments: 24-25-081 Proj 23085 EOC Warehouse Add'l Funding (Reserve).pdf

Statement of Issue

The current budget allocation for the Emergency Operations Center (EOC) warehouse building is insufficient to cover the full scope of required construction and operational needs. Additional funds are necessary to address increased material and labor costs.

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/22/2025** SUBMITTED BY: **C. Amundsen**

FUND(S): **151** FUND TITLE(S): **Local Govt Infra Surtax** COST CENTER(S) #: **3991A/9990B**

PROJECT(S) #: **23085** PROJECT TITLE(S): **EOC Warehouse Building** COST CENTER TITLE(S): **Emergency Management/Reserve for Contingency**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**9990B**	**59900**	**Reserve for Contingency**		**185,225.05**		**20,000.00**	**165,225.05**
E	**151**	**3991A**	**56200Z**	**Project Buildings**	**23085**	**250,000.00**	**20,000.00**		**270,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Allocation additional costs needed for the EOC Warehouse Building concrete slab from Reserve for Contingency.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-081**

ACTION:

Board	____ Approved	____ Denied		
County Administrator	____ Approved	____ Denied		

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

LOCAL INFRASTRUCTURE SURTAX FUND (CAPITAL IMPROVEMENTS) - 151 (9990B)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$250,000.00**	
06/03/25		24-25-080	($64,774.95)	$185,225.05	To provide add'l funding to Proj 22030 R&B Main Building Expansion
06/03/25		24-25-081	(20,000.00)	$165,225.05	To provide add'l funding to Proj 23085 EOC Warehouse Bldg concrete slab.
REVISED TOTAL:				**$165,225.05**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Brandon Gunn, Facilities Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-084 to realign funds within cost center 1031B, State Court Facilities.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-084 to realign funds within cost center 1031B, State Court Facilities.

FISCAL IMPACT

The fiscal impact is a decrease of $30,000.00 to account 51200 (Regular Salaries & Wages) and an increase to account 54600 (Repair & Maintenance) within Fund 176 (State Court Facilities), cost center 1031B (State Court Facilities) for a net fiscal impact of $0.00.

Attachments: 24-25-084 Realign 1031B Salaries to Repair Maintenance.pdf
Attachments: 24-25-084 BA Statement of Use2.pdf

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/22/2025** SUBMITTED BY: **Brandon Gunn**

FUND(S): **176** FUND TITLE(S): **State Court Facilities Trust** COST CENTER(S) #: **1031B**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **State Court Facilities**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**176**	**1031B**	**51200**	**Regular Salaries & Wages**		**78,899.00**		**30,000.00**	**48,899.00**
E	**176**	**1031B**	**54600**	**Repair & Maintenance**		**87,814.00**	**30,000.00**		**117,814.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To realign funding in the State Court Facilities budget to provide add'l funding for extraordinary repair & maintenance expenditures to come from lapsed personnel budgeted funds.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-084**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

June 17, 2025

24-25-084 Budget Amendment

Statement of Use:

Due to unforeseen extraordinary repairs and maintenance to the courthouse elevators, generator, and life safety equipment, these repairs quickly depleted funds in the operating expense accounts. Since there was a lapse in the Salary and Wages account due to a vacancy, we request to move $30,000 from the Salary and Wages account to the Repair and Maintenance account to help cover these expenses.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Corey Amundsen, Emergency Management Division Chief**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-106 for Budget Amendment 24-25-082 for the FDLE Drone Replacement grant.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-106 for Budget Amendment 24-25-082 for the FDLE Drone Replacement grant.

FISCAL IMPACT

There is an increase to Fund 005 (General) in the amount of $47,766.80 which is being appropriated in Project 24038 (Drone Replacement Program), cost center 3991 (Emergency Management), account 56400Z (Project Equipment).

Attachments: Statement of Issue.pdf
Attachments: 24-25-082 Proj 24038 Drone Replacement Prog Assistance (BA).pdf
Attachments: 24-25-082R Proj 24038 Drone Replacement Prog Assistance (Resolution).pdf

Statement of Issue

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

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/21/2025** SUBMITTED BY: **L. Mitten**

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

PROJECT(S) #: **24038** PROJECT TITLE(S): **Drone Replacement Program** COST CENTER TITLE(S): **Emergency Management**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3342130Z**	**FDLE Grant**	**24038**	**0.00**	**47,766.80**		**47,766.80**
E	**005**	**3991**	**56400Z**	**Project Equipment**	**24038**	**0.00**	**47,766.80**		**47,766.80**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Replacement of non-compliant drones to ensure meeting all current legal and operational requirements.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-082**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-106

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-082 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-082 is hereby approved and authorized to appropriate State funding for Drone Replacement Program to Project #24038 for FY24/25. The fiscal impact is an increase in the amount of $47,766.80.

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 17th day of June, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-107 for Budget Amendment 24-25-085 to set up Project 24046 Sun 'N Lake of Sebring Improvement District for Concrete Path and Fitness Stations.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-107 for Budget Amendment 24-25-085 to set up Project 24046 Sun 'N Lake of Sebring Improvement District for Concrete Path and Fitness Stations.

FISCAL IMPACT

The fiscal impact is an increase of $78,133.60 to Fund 151 (Infrastructure Surtax) which is being appropriated in Project 24046 (Sun â€˜N Lake Concrete Path & Fitness Stations), account 58100Z (Aid to Govt Agency Project). in addition, $149,690.00 is being transferred from cost center 6101A, account 56300 (Improvements Other Than) in the amount of $149,690.00 also into Project 24046, cost center 6101A, account 58100Z for project 24046 total of $227,823.60.

Attachments: SNL BA 24-25-085.pdf
Attachments: SNL Res 24-25-107.pdf
Attachments: SNL Statement.pdf

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/21/2025** SUBMITTED BY: **Brandon Gunn**

FUND(S): **151** FUND TITLE(S): **Infrastucture Surtax** COST CENTER(S) #: **6101A**

PROJECT(S) #: **24046** PROJECT TITLE(S): **SNL Concrete Path & Fitness Stations** COST CENTER TITLE(S): **Recreation Dept 151**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100	Fund Bal Brought Forward		539,982.00	78,133.60		618,115.60
R	151		3999100	Fund Bal Brought Forward		618,115.60		78,133.60	539,982.00
E	151	6101A	56300	Improvments Other Than		149,690.00		149,690.00	0.00
R	151		3999100Z	Project Fd Bal Forward	24046	0.00	78,133.60		78,133.60
E	151	6101A	56300Z	Project Improvements Other Than	24046	0.00	227,823.60		227,823.60
									0.00

REASON: **To allocate funds to Project 24046 to construct concrete path and Fitness Stations.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-085**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-107

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-085 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 Statues, Section 129.06, (Excution and Amendment of Budget) provides that the Board of County Commissioners may be by resolution amend it budget; and

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-085 is hereby approved and authorized to appropriate additional Fund Balance for project 24046, Concrete Path and Fitness Stations for Sun 'N Lake Improvement District. The fiscal impact will be an increase of $78,133.60.

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

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

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

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

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

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

PASSED AND ADOPTED this 17th day of June 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AS GOVERNING BODY FOR THE DISTRICTS

By: _____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

State of Use

June 17, 2025

Sun ‘N Lake Improvement District, Concrete Path & Fitness Stations

Budget Amendment 24-25-085 and Resolution 24-25-107 is to set up funds for Project 24046, Sun ‘N Lake Improvement District, Concrete Path & Fitness Stations that was approved by RPAC (Recreation & Parks Advisory Committee) on April 17, 2025.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2024**

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-075 to realign funds within Fund 143 FL Boating Improvement for Repair & Maintenance.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-075 to realign funds within Fund 143 FL Boating Improvement for Repair & Maintenance.

FISCAL IMPACT

The fiscal impact of $48,000 is to realign funds within Fund 143, FL Boating Improvement, from account 56300 (Improvements Other Than), to account 54600 (Repair & Maintenance).

Attachments: 24-25-075 Statement of Use 6103 Boating Improvement Funding.pdf
Attachments: 24-25-075 Realign 6103 Boating Improvement Funding (BA).pdf

Statement of Use

June 17, 2025

Fund 143 FL Boating Improvement

The Florida Boating Program provides funds for construction, renovation, and maintenance of public boating facilities. Normally, funds are placed in the 56300, Improvements Other Than account for new structures, but currently our facilities need repair and maintenance funds. This budget amendment is to realign funds within Fund 143 for repair and maintenance.

REVIEWED
O.M.B DEPARTMENT
May 20, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/16/2025** SUBMITTED BY: **Brandon Gunn**

FUND(S): **143** FUND TITLE(S): **FL Boating Improvement** COST CENTER(S) #: **6103**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **FL Boating Improvement**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**143**	**6103**	**56300**	**Improvements Other Than**		**48,000.00**		**48,000.00**	**0.00**
E	**143**	**6103**	**54600**	**Repair & Maintenance**		**10,000.00**	**48,000.00**		**58,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Realign funding within the cost center due to needs for repair and maintenance to existing boat ramps instead of Improvements Other Than.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-075**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Gail T. Werley, CAC Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-108 for Budget Amendment 24-25-086 to increase and realign funds in Project 23109 (FNCAC VOCA-BTG).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-108 for Budget Amendment 24-25-086 to increase and realign funds in Project 23109 (FNCAC VOCA-BTG).

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $53,719.83 in Project 23109, FNCAC VOCA-BTG 24/25, cost center 3995 (Children's Advocacy Center), and various personal and operating accounts for the CAC.

Attachments: 24-25-086 Proj 23109 FNCAC VOCA-BTG Add'l Funding (BA).pdf
Attachments: 24-25-086R Proj 23109 FNCAC VOCA-BTG Add'l Funding (Resolution).pdf
Attachments: STATEMENT OF ISSUE FNCAC VOCA-BTG ADDITIONAL GRANT FUNDS 6.17.25.pdf

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/21/2025** SUBMITTED BY: **Gail T. Werley**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **23109** PROJECT TITLE(S): **FNCAC VOCA-BTG 24-25** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Proj	23109	3,644.47	53,719.83	0.00	57,364.30
E	005	3995	51200Z	Project Regular Salaries	23109	0.00	45,567.73	0.00	45,567.73
E	005	3995	53100Z	Project Professional Services	23109	0.00	2,000.00	0.00	2,000.00
E	005	3995	54000Z	Project Travel & Per Diem	23109	1,554.49	4,709.51	0.00	6,264.00
E	005	3995	55100Z	Project Office Supplies	23109	0.00	980.91	0.00	980.91
E	005	3995	55200Z	Project Operating Supplies	23109	838.06	0.00	734.37	103.69
E	005	3995	55403Z	Project Education & Training	23109	1,251.92	1,196.05	0.00	2,447.97

REASON: **State funding allocation for the CAC used for cost reimbursement of CAC direct services to child victims and their non-offending caregivers, training and education for staff, office supplies and equipment, and professional services.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **24-25-086**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-108

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-086 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-086 is hereby approved and authorized to set up additional grant funds to Project 23109 FNCAC VOCA-BTG 24-25 for an increase in the amount of $53,719.83.

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 17th day of June, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY

COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: Gail T. Werley, Children's Advocacy Center Manager

SUBJECT/TITLE: Request approval of Resolution 24-25-108 for Budget Amendment 24-25-086 to realign funds in Project 23109 (Florida Network of Children's Advocacy Centers, Victims of Crime Act, Bridge the Gap).

STATEMENT OF ISSUE:

The Children's Advocacy Center receives grant funding from the FNCAC VOCA-BTG for items such as training and education, travel and per diem, office supplies, operating supplies, and wages and salaries. At the beginning of the FNCAC fiscal year, the funding amount for the CAC was $4,266.55. After learning of all of Florida's CAC's VOCA federal funding, the FNCAC calculated new allocations for each CAC, and the Highlands County CAC received an additional $53,719.83 in funding. The proposed Budget Amendment 24-25-086 will realign funds in this project to match the increase in grant funding.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Corey Amundsen, Division Chief Emergency Management**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-070 for APX Consolette.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-070 for APX Consolette.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 24-25-070 Xfer Fds fm 3991 to 3998B_APX Consolette (BA).pdf
Attachments: Statement of Issue.pdf

REVIEWED
O.M.B DEPARTMENT
April 30, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/24/2025** SUBMITTED BY: **Loretta Mitten**

FUND(S): **005** FUND TITLE(S): **GENERAL** COST CENTER(S) #: **3991/3998B**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **LOCAL EMGY MGT AGENCY/COMMUNICATIONS PROGRAM**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3991	51200	REGULAR SALARIES & WAGES		273,954.00		10,432.65	263,521.35
E	005	3998B	56400	MACHINERY & EQUIPMENT		0.00	10,432.65		10,432.65
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **XFER FUNDING FROM COST CENTER 3991 TO 3998B TO REPLACE OUTDATED SYSTEM THAT HAS FAILED WITH APX CONSOLETTE/BASE RADIO(S) FOR DISPATCH AS A BACKUP IN THE EVENT COMMUNICATIONS GO DOWN.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-070**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

Statement of Issue

The APX consolette, a critical communication tool used in emergency response coordination, is in need of replacement. However, the Communications cost center does not currently have adequate funding to cover the replacement cost.

To address this issue, it is proposed that funds be transferred from the Emergency Management cost center, which has available resources, to the Communications cost center. This transfer will ensure that the necessary equipment can be procured promptly, maintaining the integrity and reliability of emergency communication operations.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Gail T. Werley, CAC Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-083 to update the distribution of grant funds from FNCAC GR-CPT to the CAC in Project 23108 to align funding approved by the FNCAC**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-083 to update the distribution of grant funds from FNCAC GR-CPT to the CAC in Project 23108 to align funding approved by the FNCAC

FISCAL IMPACT

There is no fiscal impact.

Attachments: 24-25-083 Proj 23108 FNCAC GR-CPT 24-25 Realignment 5.21.25.pdf
Attachments: STATEMENT OF ISSUE FNCAC GR-CPT BA 6.17.25.pdf

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

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/21/2025** SUBMITTED BY: **Gail T. Werley**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **23108** PROJECT TITLE(S): **FNCAC GR-CPT 24-25** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3995	51200Z	Project Regular Salaries	23108	46,692.14	6,177.08	0.00	52,869.22
E	005	3995	53100Z	Project Professional Services	23108	5,000.00	0.00	703.38	4,296.62
E	005	3995	54000Z	Project Travel & Per Diem	23108	6,644.36	0.00	4,194.36	2,450.00
E	005	3995	54700Z	Project Printing & Binding	23108	200.00	170.00	0.00	370.00
E	005	3995	55100Z	Project Office Supplies	23108	972.36	0.00	554.98	417.38
E	005	3995	55200Z	Project Operating Supplies	23108	700.00	2,977.64	0.00	3,677.64
E	005	3995	55403Z	Project Education & Training	23108	5,247.00	0.00	3,772.00	1,475.00
E	005	3995	55404Z	Project Dues & Membership	23108	700.00	0.00	100.00	600.00

REASON: **Realignment of State funding allocation for the CAC used for cost reimbusement of CAC & CPT direct services to child victims and their non-offending caregivers, office and operating supplies, staff training and education including travel and per diem, printing, and dues and memberships.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 24-25-083

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY

COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: Gail T. Werley, Children's Advocacy Center Manager

SUBJECT/TITLE: Request approval of Budget Amendment 24-25-083 to realign funds in Project 23108 (Florida Network of Children's Advocacy Centers, General Revenue – Child Protection Team).

STATEMENT OF ISSUE:

The Children's Advocacy Center receives grant funding from the FNCAC GR-CPT for items such as training and education, travel and per diem, office supplies, operating supplies, Child Protection Team Services, and wages and salaries. The CAC is required to submit a budget at the beginning of the FNCAC's fiscal year on July 1, 2025 but changes in funding needs throughout the year occur often due to staff turnover, training opportunities, and office needs. The proposed Budget Amendment 24-25-083 will realign funds in Project 23108 to match the Budget Amendment approved by the FNCAC on 5-01-2025.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jun 17, 2025**

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-087 to provide additional funding for cost centers with negative category balances.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-087 to provide additional funding for cost centers with negative category balances.

FISCAL IMPACT

The fiscal impact of $24,300 is transferring available funding from cost center 5108 (HCRA), account 53400 (Contractual Svcs) to cost center 1000 (Gen. Admin Circuit Crt), account 54100 (Communications & Freight) and account 55200 (Operating Supplies) in the amounts of $1,900 and $600, respectively; to cost center 3400 (Development Svcs), account 54600 (Repair & Maintenance) in the amount of $5,000; and to cost center 5330 (Community Program Svcs), account 51200 (Regular Salaries & Wages) in the amount of $16,800.

Attachments: 24-25-087 Clean Up Negative Cost Ctrs #2 (BA).pdf
Attachments: Reg.-1244-2024 Statement of Issue Negative Cost Centers #2.pdf

REVIEWED
O.M.B DEPARTMENT
May 29, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/28/2025** SUBMITTED BY: **OMB**

FUND(S): **005, 143** FUND TITLE(S): **General, FL Boating IMP** COST CENTER(S) #: **5108, 1000, 3400, 5330**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **HCRA, Gen Admin Circuit Ct, Development Svcs, Community Program Svcs**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**5108**	**53400**	**Contractual Services**		**69,000.00**		**24,300.00**	**44,700.00**
E	**005**	**1000**	**54100**	**Communications & Freight**		**2,286.00**	**1,900.00**		**4,186.00**
E	**005**	**1000**	**55200**	**Operating Supplies**		**400.00**	**600.00**		**1,000.00**
E	**005**	**3400**	**54600**	**Repair & Maintenance**		**2,684.00**	**5,000.00**		**7,684.00**
E	**005**	**5330**	**51200**	**Regular Salaries & Wages**		**9,219.00**	**16,800.00**		**26,019.00**
									0.00
									0.00

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

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-087**

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

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

Reg.-1244-2024 Statement of Issue

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Cynthia Acevedo, Healthy Families Highlands Program Manager**

SUBJECT/TITLE: **Request for approval of eight Memorandum of Agreements with community partner agencies as required by the Healthy Families Highlands subcontract agreement.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve eight Memorandum of Agreements with community partner agencies as required by the Healthy Families Highlands subcontract agreement.

FISCAL IMPACT

There is no fiscal impact.

Attachments: MOA Tri-County HF 25-30.pdf
Attachments: MOA Early Learning Coalition HF 25-30.pdf
Attachments: MOA Early Steps HF 25-30.pdf
Attachments: MOA FDOH HF 25-30.pdf
Attachments: MOA Healthy Start Coalition HF 25-30.pdf
Attachments: MOA Heartland for Children HF 25-30.pdf
Attachments: MOA Peace River Center HF 25-30.pdf
Attachments: MOA RCMA HF 25-30.pdf

Memorandum of Agreement (MOA)
Between
Highlands County and Tri-County Human Services, Inc.
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Tri-County Human Services, Inc., a Florida non-profit corporation, 1815 Crystal Lake Dr., Lakeland, Florida 33801, hereinafter referred to as "Tri-County". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between COUNTY and Tri-County, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and Tri-County are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and Tri-County as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on Tri-County Human Services, Inc.
Tri-County Human Services, Inc. is a substance abuse and mental health facility located in Highlands County. Tri-County, Inc. provides mental health treatment to individuals of all ages. Medically necessary services are available for those who are experiencing acute emotional problems as well as those who have a severe and persistent mental illness.

Roles and responsibilities of both parties
1. HF Highlands and Tri-County will promote collaboration and provide opportunities for mutual input.
2. Tri-County will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.
3. Tri-County will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Highlands and Tri-County will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and Tri-County will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or Tri-County.

Roles and responsibilities of HF Highlands
1. HF Highlands will conduct assessments and appropriately probe families for information that identifies potential or present risk and/or indication of substance abuse.
2. HF Highlands will refer to Tri-County individuals or families who participate in programs conducted by HF Highlands who request substance abuse treatment or where substance abuse treatment appears necessary based on assessments and probing conducted by HF Highlands. Referrals will require HF Highlands participants or family members to provide written consent to the referral, and referrals are offered by HF Highlands on a voluntary basis only.

3. HF Highlands will facilitate contact between HF Highlands participants and their family members and Tri-County when a referral is being made and assistance is requested by the participant/family.
4. HF Highlands will strive to accept referrals from Tri-County if program qualifications are met. (Potential participants must be pregnant or have an infant 3 months of age or younger and have a positive screen result for HF Highlands program entry).

Roles and responsibilities of Tri-County

1. Tri-County will accept referrals from HF Highlands for substance abuse service provision and/or mental health services.
2. Tri-County will refer any potential participant/family who desires services provided by HF Highlands and meets program qualifications.
3. Tri-County will participate in community activities to support HF Highlands and Tri-County collaborative efforts.

Description of the types of services provided by HF Highlands

HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by Tri-County.

Tri-County provides services in the following areas: Highlands County.

Services provided by Tri-County, include, but are not limited to:

- Centralized Access to Treatment
- Crisis Counseling Through Access Services Face-to-Face or by Phone
- Mental Health Assessment
- Individual, Group, and Family Therapy
- Psycho-educational Groups and Classes
- Psychiatric Consultation/Evaluation and Medication Management
- Case Management Services
- Adult Day Treatment and Social Rehabilitation Program
- Specialized Sexual Abuse Treatment Program for Children and Adult Survivors and their Families
- Consultation, Education and Training

Confidentiality and information sharing

1. HF Highlands and Tri-County agree to respect the confidentiality of the family. Information may be shared between Tri-County and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Highlands and Tri-County agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.

4. HF Highlands and Tri-County agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands

A referral can be made if:

- A participant requests services for the participant or a family member that are one or more services provided by Tri-County
- Services are recommended based on participant's or a participant's family member's risk factors revealed during services from HF Highlands

Procedures for referral process to Tri-County

A referral can be made if the family:

- Is expecting a baby or has a newborn less than three months old
- Lives in service area (anywhere in Highlands County)
- Scores 3 or more on HFF Record Screen/Referral Form (Attachment 1-02 A) (See HFF Scoring Guidelines Attachment 1-02B)
- When making a referral, please complete the Healthy Families Florida Record Screen/Referral Form

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Tri-County Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name: Robert Rihn
Position Title: Program Manager	Position Title: CEO
Organization Name: Highlands County/HF Highlands	Organization Name: Tri County Human Services, Inc
Address: 7205 S. George Blvd.	Address: 1815 Crystal Lake Dr.
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Lakeland, FL 33801
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (863) 709-9392
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number:
E-mail: cacevedo@highlandsfl.gov	E-mail: RRihn@TCHSonline.org

A description of strategies and activities of Tri-County to meet the contents of the MOA

- Refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide HF Highlands with information and resources on Substance Abuse, Mental Health and treatment.
- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- Refer to Tri-County families the need substance abuse or mental health services.
- Display and distribute brochures and information that describe the substance abuse and mental health provided by Tri-County
- Train HF Highlands staff on the services offered by Tri- County and any other pertinent subjects when feasible and mutually agreed upon.
- Provide services, as appropriate to eligible families.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Signature

All terms of this MOA are fully understood and accepted by Tri-County and HF Highlands as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

Signature	Signature
Date	6/2/25 Date
Arlene Tuck Printed Name	Robert Rihn Printed Name
Chair Title	CEO Title
Highlands County Agency	Tri-County Human Services Inc. Agency

Memorandum of Agreement (MOA)
Between
Highlands County and Early Learning Coalition of Florida's Heartland, Inc.
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Early Learning Coalition of Florida's Heartland, Inc., a Florida non-profit corporation, 2886 Tamiami Trail, Port Charlotte, Florida 33952, hereinafter referred to as "Early Learning". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between COUNTY and Early Learning, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and Early Learning are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and Early Learning as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on Early Learning Coalition of Florida's Heartland, Inc. ("Early Learning")
Early Learning is a non-profit organization located in Highlands County. Early Learning offers childcare resource and referral services to support parents by providing information about early care. Early care and education scholarships are offered to eligible families to obtain affordable, quality childcare. Early Learning administers the state funded VPK Program in Highlands County, created to prepare four-year olds for kindergarten.

Mission statement: The mission of Early Learning is to support families and children in accessing high quality early care and education services via School Readiness and Voluntary Pre-kindergarten programs. Early Learning also serves as a point of contact to resources and referrals for health care and family support services.

Roles and responsibilities of both parties
1. HF Highlands and Early Learning will promote collaboration and provide opportunities for mutual input.
2. Early Learning will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.
3. Early Learning will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Highlands and Early Learning will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and Early Learning will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or Early Learning.

Roles and responsibilities of HF Highlands
1. HF Highlands will conduct assessments and appropriately probe families for information that identifies potential or present risk and/or indication of substance abuse.
2. HF Highlands will refer to Early Learning individuals or families who participate in programs conducted by HF Highlands who request early care and education services via School Readiness and Voluntary Pre-kindergarten programs

or it appears to be necessary based on assessments and probing conducted by HF Highlands. Referrals will require HF Highlands participants or family members to provide written consent to the referral, and referrals arc offered by HF Highlands on a voluntary basis only.

3. HF Highlands will facilitate contact between HF Highlands participants and their family members and Early Learning when a referral is being made and assistance is requested by the participant/family.
4. HF Highlands will strive to accept referrals from Early Learning if program qualifications are met. (Potential participants must be pregnant or have an infant 3 months of age or younger and have a positive screen result for HF Highlands program entry).

Roles and responsibilities of Early Learning.

1. Early Learning will provide School Readiness (financial aid for childcare services) and Voluntary Prekindergarten (VPK) services as determined by the applicable eligibility priority and qualifying support documentation. Families needing these services will be required to apply though the office of Early Learning Portal.
2. Early Learning will refer any potential participant/family who desires services provided by HF Highlands.
3. Early Learning will participate in community activities to support HF Highlands and Early Learning collaborative efforts.

Description of the types of services provided by HF Highlands

HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by Early Learning.

Early Learning provides services in the following areas: Highlands County.

Services provided by Early Learning, include, but are not limited to:

- Early care and education scholarships
- School Readiness and Voluntary Pre-kindergarten programs

Confidentiality and information sharing

1. HF Highlands and Early Learning agree to respect the confidentiality of the family. Information may be shared between Early Learning and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Highlands and Early Learning agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.
4. HF Highlands and Early Learning agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security

policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands

A referral can be made if:

- A participant is expecting a baby or has a newborn less than three months old
- Lives in service area (anywhere in Highlands County)
- Scores 3 or more on HFF Record Screen/Referral Form (Attachment 1.A) See HFF Scoring Guidelines Attachment 1.D)
- When making a referral, please complete the Healthy Families Florida Record Screen/Referral Form

Procedures for referral process to Early Learning

A referral can be made under the following circumstances:

- Participant/family request the need for one or more services provided by Early Learning
- Families can apply for service if the family has a child of newborn age or older (up to 12 years of age.) Eligibility, including income verification and purpose for care will be determined through the application process
- The participant must live in the service area (Highlands County)

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Early Learning Coalition of Florida's Heartland, Inc. Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name: Anne Bouhebent
Position Title: Program Manager	Position Title: Executive Director
Organization Name: Highlands County/HF Highlands	Organization Name: Early Learning Coalition of Florida's Heartland, Inc.
Address: 7205 S. George Blvd.	Address: 2886 Tamiami Trail
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Port Charlotte, FL 33952
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (941) 255-1650
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number: (941) 255-5856
E-mail: cacevedo@highlandsfl.gov	E-mail: abouhebent@elclh.org

A description of strategies and activities of Early Learning to meet the contents of the MOA

- Refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide HF Highlands with information and resources on early care and education services via School Readiness and Voluntary Pre-kindergarten programs.
- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- Refer to Early Learning families needing early care and education services via School Readiness and Voluntary Pre-kindergarten programs.
- Provide brochures and information regarding program services for display and distribution.
- Train HF Highlands staff on the services offered by Early Learning and any other pertinent subjects when feasible and mutually agreed upon.
- Provide services, as appropriate to eligible families.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Signature

All terms of this MOA are fully understood and accepted by the ELCFH and COUNTY as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

Signature	Signature
Date	June 5th, 2025 Date
Arlene Tuck Printed Name	Anne Brewer, M.A. Printed Name
Chair Title	Executive Director Title
Highlands County Agency	Early Learning Coalition of Florida's Heartland, Inc. Agency

Memorandum of Agreement (MOA)
Between
Highlands County and The Health Planning Council of Southwest Florida, Inc.
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and The Health Planning Council of Southwest Florida, Inc., a Florida non-profit corporation, 4630 17th Street, Sarasota, Florida 34235, hereinafter referred to as "COUNCIL". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose

The purpose of this MOA is to build collaboration between COUNTY and COUNCIL, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and COUNCIL are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and COUNCIL as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands

Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on The Health Planning Council of Southwest Florida, Inc. ("COUNCIL")

COUNCIL is a locally based program designed to meet the needs of infants and toddlers with special needs and their families. COUNCIL works closely with the Department of Education, the agency for Health Care Administration, and with other providers to provide effective early intervention services. Early Steps is Florida's early intervention system that offers services to infants and toddlers (birth to thirty-six months) with significant delays or a condition likely to result in a developmental delay.

When a child has medical problems, a disability, or a developmental delay, the child needs special services to help him/her develop optimally. The family may need assistance so that they can help their child, understand their child's needs, and identify other needs the child or family may have. COUNCIL manages the Gulf Central Early Steps Program.

Mission Statement: The Florida Early Intervention System, through collaborative community partnerships and investments, ensures that infants and toddlers with special needs and their families achieve their full potential in the context of everyday relationships, activities and places

Roles and responsibilities of both parties

1. HF Highlands and COUNCIL will promote collaboration and provide opportunities for mutual input.
2. COUNCIL will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.
3. COUNCIL will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Highlands and COUNCIL will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and COUNCIL will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or COUNCIL.

Roles and responsibilities of HF Highlands

1. HF Highlands will conduct assessments and appropriately probe families for information that identifies potential or present risk and/or indication of substance abuse.
2. HF Highlands will refer to COUNCIL a participant/family when a child has medical problems, a disability, or a developmental delay based on conducted assessments or results from developmental screens. Referral will require participant/family written consent and is offered by HF Highlands on a voluntary basis only.
3. HF Highlands will facilitate contact between participant/family and COUNCIL when a referral is being made and assistance is requested by the participant/family.
4. HF Highlands will accept any referrals from COUNCIL if program qualifications are met. (Potential participant must be pregnant or have an infant 3 months of age or younger and have a positive screen result for HF Highlands program entry).

Roles and responsibilities of COUNCIL

1. COUNCIL will accept referrals from HF Highlands for a child with medical problems, a disability, or a developmental delay based on conducted assessments or results from developmental screens.
2. COUNCIL will refer any potential participant/family who desires services provided by HF Highlands and meets program qualifications.
3. COUNCIL will participate in community activities to support HF Highlands and COUNCIL collaborative efforts.

Description of the types of services provided by HF Highlands

HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by COUNCIL.

COUNCIL provides services in the following areas: Highlands County.

Services provided by COUNCIL, include, but are not limited to:

- Providing Florida's infants, toddlers, young children and their families access to high quality, integrated supports and services to meet their unique needs.
- Providing a program that responds to the characteristics and needs of each child and the child's family
- Treating each participant/family with respect through recognition of the talents, experience and opinions that they bring to each task. Each family is unique, and COUNCIL values and honors ethnic and cultural diversity.
- Teaching families how to improve the development of their children through everyday activities

Confidentiality and information sharing

1. HF Highlands and COUNCIL agree to respect the confidentiality of the family. Information may be shared between COUNCIL and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Highlands and COUNCIL agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health

Information Technology for Economic and Clinical Health Act.

3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.
4. HF Highlands and COUNCIL agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands

A referral can be made if the family:

- Is expecting a baby or has a newborn less than three months old
- Lives in service area (anywhere in Highlands County)
- Scores 3 or more on HFF Record Screen/Referral Form (Attachment 1-02 A) (See HFF Scoring Guidelines Attachment 1-02B)
- When making a referral, please complete the Healthy Families Florida Record Screen/Referral Form

Procedures for referral process to COUNCIL

A referral can be made if:

- A child in the home screens positive for delay on developmental screens.
- A family has concerns with a child not reaching age-appropriate milestones.
- HF Highlands staff observe potential areas of delay in child.

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The COUNCIL Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name:
Position Title: Program Manager	Position Title: ES Program Director
Organization Name: Highlands County/HF Highlands	Organization Name: Health Planning Council of South West Florida
Address: 7205 S. George Blvd.	Address: 4630 17th Street
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Sarasota, FL 34235
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (941) 487-5400
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number: 941-487-5430
E-mail: cacevedo@highlandsfl.gov	E-mail: @hpcswf.com

A description of strategies and activities of COUNCIL to meet the contents of the MOA

- COUNCIL agrees to refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide HF Highlands with information and resources on early childhood development.
- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- Provide brochures, and information regarding program services for display and distribution.
- Provide staff training regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible families.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

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FY 25-26						
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FY 28-29						
FY 29-30						

Signature

All terms of this MOA are fully understood and accepted by COUNCIL and COUNTY as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

	Trina Puddefoot Digitally signed by Trina Puddefoot Date: 2025.06.02 17:18:09 -04'00'
Signature	Signature
	June 2, 2025
Date	Date
Arlene Tuck	Dr. Trina Puddefoot
Printed Name	Printed Name
Chair	LES Program Director
Title	Title
Highlands County	Health Planning Council of Southwest Fl
Agency	Agency

Memorandum of Agreement (MOA)
Between
Highlands County and the Florida Department of Health (FDOH) - Highlands
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and the Florida Department of Health (FDOH) - Highlands, 7205 S. George Blvd., Sebring, Florida 33875, hereinafter referred to as "FDOH". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between COUNTY and FDOH, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and FDOH are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and FDOH as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on Florida Department of Health (FDOH) – Highlands County
Florida Department of Health (FDOH)-Highlands County provides quality services by board certified Physicians, Dentists, Advanced Registered Nurse Practitioners, Registered Nurses and Dieticians, and Licensed Practical Nurses. Fee based services are offered on a sliding fee scale or can be billed to Medicaid, Medicare, and most insurance providers. Services and department within the FDOH include, but are not limited to, adult health, child health, family planning, the Breast and Cervical Cancer Program, diagnosis and treatment of sexually transmitted diseases, HIV and AIDS testing, children's dental care, WIC, Wellness and Diabetes, and environmental health.

Mission statement:
The mission of the FDOH is to protect, promote and improve the health of all people in Florida through integrated state, county, and community efforts.

Roles and responsibilities of both parties
1. HF Highlands and FDOH will promote collaboration and provide opportunities for mutual input.
2. FDOH will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.
3. FDOH will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Highlands and FDOH will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and FDOH will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or FDOH.

Roles and responsibilities of HF Highlands
1. HF Highlands will conduct assessments and appropriately probe families for information that identifies potential or present risk and/or indication of health care needs.

2. HF Highlands will refer to FDOH participant/family where basic care or other health related needs based on conducted assessments and probing. Referral will require participant/family written consent and is offered by HF Highlands on a voluntary basis only.
3. HF Highlands will facilitate contact between participant/family and FDOH when a referral is being made and assistance is requested by the participant/family.
4. HF Highlands will accept any referrals from FDOH if program qualifications are met. (Potential participant must be pregnant or have an infant 3 months or age or younger and have a positive screen result for Healthy Families Highlands program entry).

Roles and responsibilities of FDOH

1. FDOH will accept referrals from HF Highlands for any family in need of any service provided by FDOH if service qualifications are met.
2. FDOH will refer any potential participant/family who desires services provided by HF Highlands and meets program qualifications.
3. FDOH will participate in community activities to support HF Highlands and FDOH collaborative efforts.

Description of the types of services provided by HF Highlands

HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by FDOH.

FDOH provides services in the following areas: Highlands County.

Services provided by FDOH, include, but are not limited to:

- **Medical Services**
  - Comprehensive children and adult healthcare
  - Family Planning
  - Management of chronic disease such as diabetes, high blood pressure, and cholesterol
- **Dental**
  - Preventative and restorative dental service are provided to children
  - Emergency Dental Care
  - Oral health education
- **Communicable Disease**
  - Immunizations for children and adults
  - Sexually transmitted disease (STD) diagnosis and treatment
  - Care coordination for HIV/AIDS clients
- **Women, Infants, and Children (WIC)**
  - Nutrition counseling
  - Breastfeeding counseling
  - Formula and nutritious foods
- **Closing the Gap (CTG)**
  - Diabetes education counseling

- **School Health**
  - Hearing screenings
  - Vision screenings
- **Environmental Health**
  - Swimming pool, tanning facility, and mobile home park inspections
  - Septic permits
  - Food and safety inspections
- **Epidemiology**
  - Rabies Surveillance
  - Food & Waterborne Disease Outbreak & Surveillance
  - Sanitary Nuisance Investigation
- **Emergency Preparedness**
  - Special Needs Shelter
  - All Hazards response
- **Vital statistics**
  - Birth certificates
  - Death certificates

Confidentiality and information sharing

1. HF Highlands and FDOH agree to respect the confidentiality of the family. Information may be shared between FDOH and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared is limited to information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Highlands and FDOH agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.
4. HF Highlands and FDOH agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, the Healthy Families Florida, and the Department of Health confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands

A referral can be made if the family:

- Is expecting a baby or has a newborn less than three months old
- Lives in service area (anywhere in Highlands County)
- Scores 3 or more on HFF Record Screen/Referral Form (Attachment 1-02 A) (See HFF Scoring Guidelines Attachment 1-02B)
-
- When making a referral, please complete the Healthy Families Florida Record Screen/Referral Form

Procedures for referral process to FDOH

A referral can be made if:

- A participant/family requests the need for one or more services provided by FDOH
- Services are recommended based on Participant/family risk factors revealed during services from HF Highlands

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The FDOH Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name: Jennifer Hood

Position Title: Program Manager	Position Title: Health Officer
Organization Name: Highlands County/HF Highlands	Organization Name: Florida Department of Health (FDOH) – Highlands County
Address: 7205 S. George Blvd.	Address: 7205 S George Blvd.
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Sebring, FL 33875
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (863) 386-6040
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number:
E-mail: cacevedo@highlandsfl.gov	E-mail: Jennifer.Hood@flhealth.gov

A description of strategies and activities of FDOH to meet the contents of the MOA

- FDOH agrees to refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide HF Highlands with information and resources on health and medical care.
- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- HF Highlands agrees to refer families needing health care.
- Provide brochures, and information regarding program services for display and distribution.
- Provide staff training regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible families.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Signature
All terms of this MOA are fully understood and accepted by FDOH and COUNTY as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

	Jennifer Hood
Signature	Signature
	5/29/2025
Date	Date
Arlene Tuck	Jennifer Hood
Printed Name	Printed Name
Chair	Health Officer
Title	Title
Highlands County	Florida Department of Health
Agency	Agency

Memorandum of Agreement (MOA)
Between
Highlands County and The Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and The Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc., a Florida non-profit corporation, 650 E. Davidson Street, Bartow, Florida 33830, hereinafter referred to as "the Coalition". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between COUNTY and the Coalition, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and the Coalition are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and The Coalition as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on The Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.
The Healthy Start Coalition of Hardee, Highlands, and Polk Counties, Inc. is a non-profit corporation established in 1992 to serve as an advocate for improved maternal and child health services for all residents in Hardee, Highlands, and Polk counties.

Healthy Start was enacted by the Florida State Legislature with the goal of reducing infant mortality, the number of low birth-weight babies, and improving health and developmental outcomes for all children. Healthy Start Coalitions across the state are charged with developing and implementing quality systems of care by funding maternal and child health programs in the community.

The Healthy Start Coalition of Hardee, Highlands, and Polk Counties, Inc. is comprised of approximately 500 members representing public and private providers of maternal and infant health, child advocates, consumers, employees of state and local government, school board representatives, hospital administrators, county public health unit directors and others.

Mission statement:
The mission of the Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc., is to promote and support healthy pregnancies, babies, and families by providing a maternal and child health system of care through community partnerships. The vision of the Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc., is to be the leader for linking community resources in order to maximize the health and wellness of childbearing women and their families.

Roles and responsibilities of both parties
1. HF Highlands and the Coalition will promote collaboration and provide opportunities for mutual input.
2. The Coalition will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.

3. The Coalition will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Highlands and the Coalition will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and the Coalition will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or the Coalition.

Roles and responsibilities of HF Highlands

1. Use the Well Family System Provider Portal.
2. Accept and regularly review referrals that require action based on agreed procedures with Coordinated Intake and Referral – Connect.
3. Regularly update program capacity in the Well Family System Portal to allow optimal program referrals from the Coalition.
4. Document the outcome of referrals in the Portal, Coordinated Intake and Referral Status tab, within 60 days of referral.
5. Document status or confirmation of enrollment or return Connect as unable to enroll in the Portal within 90 days.
6. Participate in the Home Visiting Advisory Committee meeting on a quarterly basis to review data and coordinate services.

Roles and responsibilities of the Coalition

1. Provide referrals as required by the State of Florida's rules and regulations via the Coordinated Intake and Referral System.
2. Regularly review referrals that require action based on agreed procedures.
3. Work with HF Highlands to address and/or resolve issues identified and concerns related to collaboration, information sharing, cross-training, or program services.
4. Provide training on program specific details, including Provider Portal.
5. Host a Quarterly Home Visiting Advisory Committee Meeting to review Coordinated Intake and Referral data and coordinate services.

Description of the types of services provided by HF Highlands

HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by the Coalition.

The Coalition provides services in the following areas: Highlands County.

Services provided by The Coalition, include, but are not limited to:

1. Establish partnerships among private and public sector, state and local governments, community groups and organizations, and maternal and child health care providers to offer coordinated, community-based care for pregnant women and infants.

2. Promote and protect the health and well-being of all pregnant women and children through the provision and accessibility of health care programs to fully meet the health requirements of this population.

Confidentiality and information sharing

1. HF Highlands and the Coalition agree to respect the confidentiality of the family. Information may be shared between the Coalition and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Highlands and the Coalition agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.
4. HF Highlands and the Coalition agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands

A referral can be made if the family:

- Is expecting a baby or has a newborn less than three months old
- Lives in the service area (anywhere in Highlands County)
- Scores 3 or more on the HFF Record Screen/Referral Form (Attachment 1-02 A) (See HFF Scoring Guidelines Attachment 1-02B)

- Referrals are submitted via the Well Family System Provider Portal.

Procedures for referral process to The Coalition

A referral can be made if:

- Participant/family does not meet the criteria for enrolling in the Healthy Families Highlands program.
- Participant/family doesn't like the Healthy Families home visiting model.
- Participant/family declines services from Healthy Families Highlands.

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Coalition Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name: Charlene Edwards
Position Title: Program Manager	Position Title: Executive Director
Organization Name: Highlands County/HF Highlands	Organization Name: Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.
Address: 7205 S. George Blvd.	Address: 650 E Davidson Street
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Bartow, FL 33830
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (863) 534-9224
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number: 863-519-8111
E-mail: cacevedo@highlandsfl.gov	E-mail: cedwards@healthystarthhp.org

A description of strategies and activities of the Coalition to meet the contents of the MOA

- The Coalition agrees to refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide HF Highlands with information and resources on infant and maternal health related topics.

- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- Provide brochures, and information regarding program services for display and distribution.
- Provide staff training regarding services offered and any other pertinent subject when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible families.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Signature
All terms of this MOA are fully understood and accepted by The Coalition and COUNTY as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

	Charlene Edwards
Signature	Signature
	6/2/2025
Date	Date
Arlene Tuck	Charlene Edwards
Printed Name	Printed Name
Chair	Executive Director
Title	Title
Highlands County	Healthy Start Coalition
Agency	Agency

Docusign Envelope ID: 3C2E969D-B6E5-4211-82CA-0A8742CA340E

Memorandum of Agreement (MOA)
Between
Highlands County and Heartland for Children, Inc.
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Heartland for Children, Inc., 1239 East Main Street, Bartow, Florida 33830, hereinafter referred to as "Heartland". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between COUNTY and Heartland, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and Heartland are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and Heartland as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on Heartland for Children, Inc. ("Heartland")
Heartland was selected as the lead agency for Community Based Care in Highlands County. As the lead agency, Heartland assumed the responsibilities for System Administration of a comprehensive child welfare service provider network that included protective services, foster care, adoptions, independent living, prevention, family preservation, family support services and other related services. Heartland has taken the child welfare system in the Tenth Circuit to a performance focused and results-oriented system.

Roles and responsibilities of both parties
1. HF Highlands and Heartland will promote collaboration and provide opportunities for mutual input.
2. Heartland will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.
3. Heartland will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Highlands and Heartland will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and Heartland will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or Heartland.

Roles and responsibilities of HF Highlands
1. HF Highlands will accept any referrals from Heartland, and their subcontracted providers, if program qualifications are met. (Potential participant must be pregnant or have an infant 3 months or age or younger and have a positive screen result for Healthy Families Highlands program entry).

Roles and responsibilities of Heartland

1. Heartland will refer any potential participants/families who desire services provided by HF Highlands and who meet program qualifications.
2. Heartland will participate in community activities to support HF Highlands and Heartland's collaborative efforts.

Description of the types of services provided by HF Highlands
HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by Heartland.
Heartland provides services in the following areas: Highlands County.

Services provided by Heartland, include, but are not limited to:
- Services for children who have been abused and/or neglected.
- Case management services
- Foster care
- Adoption
- Independent living
- Consultation, education and training

Confidentiality and information sharing
1. HF Highlands and Heartland agree to respect the confidentiality of the family. Information may be shared between Heartland and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Highlands and Heartland agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.
4. HF Highlands and Heartland agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands
A referral can be made if the family:
- Is expecting a baby or has a newborn less than three months old
- Lives in service area (anywhere in Highlands County)
- When making a referral, please complete the Healthy Families Florida Partner Referral Form.

Procedures for referral process to Heartland
A referral can be made:
- If a participant/family requests the need for one or more services provided by Heartland.

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Heartland for Children, Inc. Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name: Kim Daugherty
Position Title: Program Manager	Position Title: Chief Executive Director
Organization Name: Highlands County/HF Highlands	Organization Name: Heartland for Children, Inc.
Address: 7205 S. George Blvd.	Address: 1239 East Main Street
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Bartow, FL 33830
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (863) 519-8900 Ext. 207
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number:
E-mail: cacevedo@highlandsfl.gov	E-mail: kdaugher@heartlandforchildren.org>

A description of strategies and activities of Heartland to meet the contents of the MOA

- Heartland, and its subcontracted providers, agree to refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- Provide brochures, and information regarding program services for display and distribution.
- Provide staff training regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible families

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Signature

All terms of this MOA are fully understood and accepted by Heartland and COUNTY as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

Signature	DocuSigned by: Kimberly Daugherty D0B22076A254403... Signature
Date	5/28/2025 Date
Arlene Tuck Printed Name	Kim Daugherty Printed Name
Chair Title	CEO Title
Highlands County Agency	Heartland for Children Agency

Memorandum of Agreement (MOA)
Between
Highlands County and Peace River Center for Personal Development, Inc.
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Peace River Center for Personal Development, Inc., hereinafter referred to as "PRC". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between COUNTY and PRC, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and PRC are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and PRC as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on Peace River Center for Personal Development, Inc.
PRC is a community behavioral health treatment provider and victim services provider with a domestic violence shelter located in Highlands County. PRC provides mental health treatment to individuals. Medically necessary services are available for those who are experiencing acute emotional problems as well as those who have a severe and persistent mental illness. PRC's Domestic Violence Program provides free, confidential services for individuals affected by domestic violence, sexual assault and human trafficking crimes, their family members and friends in Highlands County.

Mission statement: PRC's mission is to engage, restore, and empower individuals in our community to reach their fullest potential. The vision of PRC is to be a center of excellence for behavioral health and emotional wellness.

PRC's Highlands County Safe-house provides free and confidential assessments, shelter and related services to domestic violence survivors and their dependents including crisis intervention, problem solving skills, self-help groups, safety planning, information and referrals, and outreach services including external support groups. Court advocacy and accompaniment is provided upon request. The Safe-house provides free shelter to victims when they have no other safe housing options. Shelter is provided for a period determined on the needs of the survivors and dependents and availability of appropriate shelter. While in the Safe-house, residents participate in counseling, support groups and case management services. Special activities are designed to help children begin the process of recovering from violence.

Roles and responsibilities of both parties
1. HF Highlands and PRC will promote collaboration and provide opportunities for mutual input.
2. PRC will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.
3. PRC will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.

4. HF Highlands and PRC will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and PRC will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or PRC.

Roles and responsibilities of HF Highlands

1. HF Highlands will conduct assessments and appropriately probe families for information that identifies potential or present risk and/or indication of substance abuse, behavioral/mental health or domestic violence.
2. HF Highlands will refer to PRC individuals or families where mental health or counseling treatment is requested and/or needed based on conducted assessments and probing. Referral will require participant/family written consent and is offered by Healthy Families Highlands on a voluntary basis only.
3. HF Highlands will facilitate contact between HF Highlands participants and their family members and PRC when a referral is being made and assistance is requested by the participant/family.
4. HF Highlands will strive to accept referrals from PRC if program qualifications are met. (Potential participants must be pregnant or have an infant 3 months of age or younger and have a positive screen result for HF Highlands program entry).

Roles and responsibilities of PRC

1. PRC will accept referrals from HF Highlands for behavioral/mental health or domestic violence services.
2. PRC will refer any potential participant/family who desire services provided by HF Highlands and meets program qualifications.
3. PRC will participate in community activities to support HF Highlands and PRC collaborative efforts.

Description of the types of services provided by HF Highlands

HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by PRC.

PRC provides services in the following areas: Highlands County.

Services provided by PRC, include, but are not limited to:

- Centralized Access to Treatment
- Crisis Counseling via 24/7 hotline or in person.
- Mental Health Assessment
- Individual, Group, and Family Therapy
- Case Management Services
- Outreach and shelter services for victims of sexual or domestic violence
- Consultation, Education and Training

Confidentiality and information sharing

1. HF Highlands and PRC agree to respect the confidentiality of the family. Information may be shared between PRC and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically

authorized for release on the Limited Authorization to Exchange Information.

2. HF Highlands and PRC agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.
4. HF Highlands and PRC agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands

A referral can be made if the family:

- Is expecting a baby or has a newborn less than three months old
- Lives in service area (anywhere in Highlands County)
- Scores 3 or more on HFF Record Screen/Referral Form (Attachment 1-02 A) (See HFF Scoring Guidelines Attachment 1-028)
- Is not receiving mandated case management services, unless the parent is a victim
- When making a referral, please complete the Healthy Families Florida Record Screen/Referral Form

Procedures for referral process to PRC

A referral can be made if the family:

- Participant/family request the need for one or more services provided by PRC.
- Services recommended based on Participant/family risk factors revealed during services from HF Highlands.

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Peace River Center for Personal Development. Inc. Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name: Larry G. Williams Jr.
Position Title: Program Manager	Position Title: CEO
Organization Name: Highlands County/HF Highlands	Organization Name: Peace River Center for Personal Development Inc.
Address: 7205 S. George Blvd.	Address: P.O. Box 1559
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Bartow, FL 33831-1859
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (863) 519-0575
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number: 863-519-0728
E-mail: cacevedo@highlandsfl.gov	E-mail: cfoley@peacerivercenter.org

A description of strategies and activities of PRC to meet the contents of the MOA

- PRC agrees to refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide HF Highlands with information and resources on Substance Abuse, Mental Health and treatment.
- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- HF Highlands agrees to refer families needing substance abuse or mental health services.
- Provide brochures, and information regarding program services for display and distribution.
- Provide staff training regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible families.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Signature

All terms of this MOA are fully understood and accepted by PRC and COUNTY as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

Signature	Signature
Date	Date 06/02/25
Arlene Tuck Printed Name	Larry G. Williams Jr. Printed Name
Chair Title	CEO Title
Highlands County Agency	Peace River Center for Personal Development, Inc. Agency

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Memorandum of Agreement (MOA)
Between
Highlands County and Redlands Christian Migrant Association, Inc.
for the Healthy Families Highlands Program

This agreement is entered into between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Redlands Christian Migrant Association, Inc., a Florida non-profit corporation, 402 W. Main St., Immokalee, FL 34142, hereinafter referred to as "RCMA". This agreement shall be effective on July 1, 2025, or upon signature of all parties and shall remain in effect until June 30, 2030, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between COUNTY and RCMA, in order to ensure a seamless system of service delivery to potential clients residing in Highlands County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. COUNTY and RCMA are committed to working together to provide a continuum of care to families residing in Highlands County. This agreement outlines roles and responsibilities for collaboration between COUNTY and RCMA as well as responsibilities for ensuring client confidentiality.

Background on Healthy Families Florida/Healthy Families Highlands
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Highlands County, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in Highlands County as Healthy Families Highlands ("HF Highlands").

Background on Redlands Christian Migrant Association, Inc. ("RCMA")
RCMA is a childcare and early education program located in Highlands County. RCMA provides quality childcare and early education for children of migrant farm workers and rural, low-income families throughout Florida.

The Mission Statement of RCMA to open doors to opportunities through quality childcare and education from crib to high school and beyond.

Roles and responsibilities of both parties
1. HF Highlands and RCMA will promote collaboration and provide opportunities for mutual input.
2. RCMA will regularly review referrals that require action based on agreed procedures with HF Highlands as included in this MOA.
3. RCMA will work with HF Highlands to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Highlands and RCMA will provide on-going training about their programs to one another as the need arises.
5. HF Highlands and RCMA will share training opportunities that may enhance the knowledge or skills of staff from HF Highlands or RCMA.

Roles and responsibilities of HF Highlands
1. HF Highlands will conduct assessments.
2. HF Highlands will refer to RCMA individuals or families when a child is in need of their service. Referrals will require HF Highlands participants or family members to provide written consent to the referral, and referrals are offered by HF Highlands on a voluntary basis only.
3. HF Highlands will facilitate contact between HF Highlands participants and their family members and RCMA when a referral is being made and assistance is requested by the participant/family.

4. HF Highlands will strive to accept referrals from RCMA if program qualifications are met. (Potential participants must be pregnant or have an infant 3 months of age or younger and have a positive screen result for HF Highlands program entry).

Roles and responsibilities of RCMA

1. RCMA will accept referrals from HF Highlands for childcare and early learning education services.
2. RCMA will refer any potential participant/family who desires services provided by HF Highlands and meets program qualifications.
3. RCMA will participate in community activities to support HF Highlands and RCMA collaborative efforts.

Description of the types of services provided by HF Highlands

HF Highlands provides services in the following areas: Highlands County. These services are offered to expectant families and families of newborns who are at risk of abuse or neglect. If the family is eligible for services and volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Highlands offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Highlands services are designed to prevent child abuse and neglect by enhancing parents' ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, and ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Highlands. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Highlands program. HF Highlands relies upon strong partnerships in the community to provide these types of services.

Description of the types of services provided by RCMA.

RCMA provides services in the following areas: Highlands County.

Services provided by RCMA, include, but are not limited to:

- Providing quality child care
- Providing children and their families with support services
- Providing educational opportunities and improving the health and general welfare of children and their families.
- Involving parents in the educational process and in public policy decisions affecting their children and families.
- Increasing public awareness of the lifestyle of migrant and seasonal farm workers.
- Providing opportunities and encouraging the professional development of staff hired from the communities served.

Confidentiality and information sharing

1. HF Highlands and RCMA agree to respect the confidentiality of the family. Information may be shared between RCMA and HF Highlands if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Highlands and RCMA agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated thereunder.
4. HF Highlands and RCMA agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies,

and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Highlands

A referral can be made if the participant/family:

- Is expecting a baby or has a newborn less than three months old
- Lives in the service area (anywhere in Highlands County)
- Scores 3 or more on HFF Record Screen/Referral Form (Attachment 1.A) See HFF Scoring Guidelines Attachment 1.D)
- When making a referral, please complete the Healthy Families Florida Record Screen/Referral Form

Procedures for referral process to RCMA

A referral can be made if the participant/family:

- Has a child in the home eligible based on child's age
- Lives in service area (anywhere in Highlands County)

Designated point of contact for each agency

a. The COUNTY representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Redlands Christian Migrant Association, Inc. Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name: Cynthia Acevedo	Partner Agency Representative's Name: Isabel Garcia
Position Title: Program Manager	Position Title: Executive Director
Organization Name: Highlands County/HF Highlands	Organization Name: Redlands Christian Migrant Association, Inc., a Florida non-profit corporation
Address: 7205 S. George Blvd.	Address: 402 W. Main St.
City/State/Zip Code: Sebring, FL 33875	City/State/Zip Code: Immokalee, FL 34142
Phone Number & Ext: (863) 402-6629	Phone Number & Ext: (239) 658-3560
Cell Number: (863) 273-4473	Cell Number:
Fax Number: (863) 402-6625	Fax Number: (239) 658-3571
E-mail: cacevedo@highlandsfl.gov	E-mail: isabel@rcma.org

A description of strategies and activities of RCMA to meet the contents of the MOA

- Refer families to HF Highlands that meet minimum criteria for program eligibility.
- Provide HF Highlands with information and resources on child care and early learning services.
- Provide staff training to HF Highlands regarding services offered and any other pertinent subjects when feasible and mutually agreed upon.
- Agrees to provide services, as appropriate to eligible HF Highlands families.

A description of strategies and activities of HF Highlands to meet the contents of the MOA

- Refer to RCMA families needing child care and early learning services.
- Provide brochures, and information regarding program services for display and distribution.
- Train HF Highlands staff on the services offered by RCMA and any other pertinent subjects when feasible and mutually agreed upon.
- Provide services, as appropriate to eligible families.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2030. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

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The following is a sample of the Review Chart that will be maintained to ensure annual review with each Community Partner is completed. The HF Highlands Program Manager will reach out each year within the month of March to begin the review process to ensure the following is completed and documentation is maintained.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

Docusign Envelope ID: 46534000-0915-454A-84A3-F95C4CA49097

Signature

All terms of this MOA are fully understood and accepted by RCMA and COUNTY as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

Signature	DocuSigned by: DB5324E2C1AD49A... Signature
Date	6/3/2025 Date
Arlene Tuck Printed Name	Isabel Garcia Printed Name
Chair Title	Executive Director Title
Highlands County Agency	RCMA Agency

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Cynthia Acevedo**

SUBJECT/TITLE: **Request approval of Amendment #0010 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida Inc. (Healthy Families Florida) to extend the end of the contract period from June 30, 2025, to July 31, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Amendment #0010 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida Inc. (Healthy Families Florida) to extend the end of the contract period from June 30, 2025, to July 31, 2025.

FISCAL IMPACT

There is no fiscal impact.

Attachments: STATEMENT OF ISSUE Healthy Families Amend #0010 .pdf
Attachments: Highlands Amend 10 FY 24-25 Extension 5.30.25.pdf

HIGHLANDS COUNTY

COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: Cynthia Acevedo, Healthy Families Program Manager

SUBJECT/TITLE: Request approval of Amendment #0010

STATEMENT OF ISSUE:

An amendment to the Subcontract Agreement 20-25-42 is requested to extend our current contract end date from June 30, 2025, to July 31, 2025. This contract extension is necessary because the contract renewing services into the next grant fiscal year (beginning July 1, 2025) has not yet been received from the Ounce of Prevention Fund of Florida, Inc. (Healthy Families Florida).

Approval of this amendment will ensure no disruption in services or funding while, the grantor finalizes their review of the contract. This action is essential to maintaining continuous support to the families we serve. Healthy Families Highlands has been providing trusted and impactful home visiting services in Highlands County since 2007 and remains committed to supporting families in Highlands County for many years to come.

AMENDMENT TO A SUBCONTRACT BETWEEN THE OUNCE OF PREVENTION FUND OF FLORIDA HEALTHY FAMILIES FLORIDA AND HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

AMENDMENT #0010 FY2024-2025

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF," and Highlands County, a political subdivision of the State of Florida, (HF Highlands), hereinafter referred to as the "Provider," for the provision of Healthy Families Florida, hereinafter referred to as "HFF," is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; Staff Composition Table corrections, revised deliverables table and a revised Organizational Chart.

Amendment #0002, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-42 to #20-22-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0003, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-42 to #20-25-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0004, effective 10/1/2022 changes include: contributions re-allocated; numbers to serve decreased; Contract language as noted below; revised staffing pattern; revised staff comp table; revised deliverables table; revised budget; revised Attachment 9 – Org Chart; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Amendment #0005, effective 3/1/2023 changes include: funding movement among approved categories, revised budget with associated funding changes.

Amendment #0006**,** effective the latter of June 30, 2023, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.

2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0007, effective 9/1/2023, changes include: HFF Grant increase; contract language, attachments and associated funding changes as listed below.

Amendment #0008**,** effective the latter of June 30, 2024, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0009, effective the latter of October 1, 2024, this renews and amends the above referenced contract as follows:

1. Changes to: contract template; contract language, Section 12 deleted from contract template; attachments and associated funding changes as listed below.
2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0010, effective April 1, 2025, this amends and extends the end date for the Highlands Subcontract

WHEREAS, the Subcontract end date is June 30, 2025; and

WHEREAS, the parties are preparing a new subcontract for the Provider to continue providing similar services during upcoming State Fiscal Years, but do not anticipate finalizing the new subcontract before June 30, 2025;

NOW, THEREFORE, in consideration of the mutual promises provided herein, the parties enter into this Amendment to extend the end date for the Subcontract, as follows:

1. Section 1.2 of the Subcontract is amended to revise the end date from June 30, 2025, to the first to occur of the following dates: (i) July 31, 2025; or (ii) the effective date of the parties' new subcontract for similar services to be provided for State Fiscal Year 2025-2026.

2. During the extended Subcontract term, the parties will continue to operate under the existing Subcontract budget (i.e., Fiscal Year 2024-2025) without penalty.

3. All provisions in the Subcontract and any attachments thereto in conflict with this Amendment shall be and are hereby revised to conform to this Amendment. All Subcontract provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Subcontract. This Amendment is hereby made a part of the Subcontract.

4. By executing this amendment, the Ounce of Prevention certifies that expenditures made of funds transferred pursuant to the amended Subcontract are allowable.

In witness thereof, the parties hereto have caused this **3** page Subcontract to be executed by their undersigned officials as duly authorized.

Highlands County, a political subdivision of the State of Florida By Its Board of County Commissioners:

Signed by: _____

Name: Arlene Tuck

Title: Chair

Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

Provider Fiscal Year Ending Date: Sept 30, 2025

FEIN #: 59-6000655

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz

Title: Executive Director

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen

Title: President/CEO

Date: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 6/17/2025

PRESENTER:

SUBJECT/TITLE: **Request approval of the May 20, 2025, Regular Minutes of the Board and the Special Workshop.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the May 20, 2025, Regular Minutes of the Board and the Special Workshop.

FISCAL IMPACT

Attachments: 052025REG.pdf
Attachments: 052025Workshop.pdf

REGULAR MEETING OF THE BOARD, MAY 20, 2025

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

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

Also, present: Laurie Hurner, County Administrator; J.D. Langford, Assistant County Administrator; Sherry G. Sutphen, County Attorney; Sally B. Hood, Clerk of Courts Accounting Director; and Savannah R. Demeri, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Ed Sager, with the Highlands Grace Reformed Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Pete Ruiz, U.S. Army, American Legion Post 25, Lake Placid.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a regular meeting on Tuesday, May 20, 2025, at 3:00 p.m. at the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd. Sebring, FL.

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, May 21, 2025, at 10:30 a.m. at the Lake Placid Memorial Library, 205 W. Interlake Blvd, Lake Placid, FL.

The Highlands County Insurance Committee will hold a regular meeting on Thursday, May 22, 2025, at 10:00 a.m. in the Board Room, 600 S. Commerce Ave. Sebring, FL.

The Highlands County Hospital District Board will hold a regular meeting at 1:30 p.m. on Thursday, May 22, 2025, in the Board Room, 600 S. Commerce Ave. Sebring, FL.

Road & Bridge will hold a public meeting to discuss the active maintenance & construction opportunities for Longwood Rd. and Shortwood Rd. at 6:00 p.m., on Monday, June 2, 2025, in the Board Room, 600 S. Commerce Ave. Sebring, FL.

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:
No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Recognition of Highlands County Fire Rescue Battalion Chief Jason "Luke" Andrews on his retirement. "Luke" has served Highlands County for over 30 years.

Kelly Duppenthaler, Fire Chief, recognized Luke Andrews as he retires from his position with the Highlands County Fire Department. ***See SMB 157 Page 78.***

B. Presentation of Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2025 (as of March 31, 2025)

Jackie Gabrus, Clerk of Courts Accounting Manager, presented the Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2025 (as of March 31, 2025). ***See SMB 157 Page 79.***

7. PUBLIC COMMENT

Chairman Tuck announced the public comment portion of the agenda will be moved to after the consent agenda.

Ron Myrnes requested an update regarding the addition of signage on Sparrow Avenue.

8. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda as presented with the removal of item 8P and the addition of item 8V. Commissioner Elwell seconded the motion.

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

A. Request approval of the Interlocal Agreement between Highlands County and the City of Avon Park retroactive to October 1, 2024. *See City of Avon Park file.*

B. Request approval of the Interlocal Agreement between Highlands County and the Sun 'N Lake Improvement District retroactive to October 1, 2024. *See Sun'N Lake Improvement District file.*

C. Request adoption of Resolution 24-25-096 approving the Highlands County Investment Policy. *See Policy file & Res. Book 38 Page 14.*

D. Request adoption of Resolution 24-25-099 for Budget Amendment 24-25-069 to transfer funds from Jail Kitchen Hood project # 21029 to Jail Chiller Replacement project # 22069. *See SMB 157 Page 80 & Res. Book 38 Page 15.*

E. Request adoption of Resolution 24 -25-079 to approve a Local Agency Program (LAP) Agreement for the design of a 5-foot -wide sidewalk on the North side of E O Douglas Ave. from MLK Jr Blvd. to School St., and request adoption of Resolution 24-25-080 for Budget Amendment 24-25-055 to appropriate funds to Project 24036 - EO Douglas 5-foot-wide sidewalk. *See FDOT file & Res. Book 38 Pages 16 & 17.*

F. Request approval of the agreement with Ring Power Inc. and Highlands County. Robert Williams, Facilities Operations Manager. *See Ring Power Inc. file.*

G. Request approval of the minutes from the February 18, 2025, and March 4, 2025, Regular Meeting of the Board, and the March 4, 2025, Workshop. *See Clerk of Courts Website.*

H. Request approval of March 18, 2025, Regular Meeting Minutes of the Board. *See Clerk of Courts Website.*

I. Request approval of the minutes from the April 1, 2025, Regular Meeting of the Board, the April 1, 2025, Workshop of the Board, the April 15, 2025, Regular Meeting of the Board, and the May 6, 2025, Regular Meeting of the Board. *See Clerk of Courts Website.*

J. Request adoption of Resolution 24- 25-100 for Budget Amendment 24 -25-071 to appropriate Robert and Janet Trust donation to the Highlands County Fire Rescue Emergency Medical Services for the purchase of two (2) Lucas devices. *See SMB 157 Page 81 & Res. Book 38 Page 18.*

K. Request approval of changes to Job Descriptions to realign duties into a unified roles and to consolidate the current Emergency Management Planning Coordinator, Emergency Management Coordinator, and restructured Deputy Emergency Manager position into a single unified job classification titled "Emergency Management Coordinator". This role will be staffed by three (3) personnel, each fulfilling critical emergency management functions. *See SMB 157 Page 82.*

L. Request the approval of changes to the Emergency Management Manager job description (Position 1080) and pay grade. *See SMB 157 Page 83.*

M. Request to submit the grant application for the Florida Division of Historical Resources (DHR) FY2026–27 Small Matching Grant – Highlands County Historic Preservation Master Plan. *See SMB 157 Page 84.*

N. Request adoption of Resolution 24-25-103 to approve a Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the CR 623 project, Project 24045, for the milling, widening, and resurfacing of the existing roadway with the addition of paved shoulders, for approximately 2.850 miles, and request adoption of Resolution 24- 25-102 for Budget Amendment 24 -25-074 to appropriate funds to Project 24045 - CR 623 for the milling, widening, and resurfacing of the existing roadway with the addition of paved shoulders. *See FDOT file & Res. Book 38 Pages 19 & 20.*

O. Request approval of Budget Amendment 24-25- 072 to add additional funding to the Nuisance Abatement Cost Center from Reserve for Contingency. *See SMB 157 Page 85.*

P. ~~Request Adoption of Resolution 24-25-101 for Budget Amendment 24-25-073 to appropriate awarded FY 24-25 Drone Replacement Program grant/project funds.~~ *Item pulled to later date for more information. See SMB 157 Page 86.*

Q. Request authorization to purchase polyethylene pipes and couplers from Core and Main LP in an amount not to exceed the budgetary limits pursuant to ITB 25-011. *See SMB 157 Page 87.*

R. Request authorization to purchase polyethylene pipes and couplers from Fortiline Waterworks in an amount not to exceed the budgetary limits pursuant to ITB 25-011. *See SMB 157 Page 88.*

S. Request approval of Amendment #5 for Professional External Auditing services between Highlands County and Clifton Larson Allen, L.L.P. to extend the term of the Agreement for 1 additional year in accordance with RFP 20-038. *See Clifton Larson Allen file.*

T. Request adoption of Resolution 24-25-088 approving the Highlands County Animal Services Master Fee Schedule. *See SMB 157 Page 89 & Res. Book 38 Page 21.*

U. Request authorization to purchase Aluminum Coated Culverts in an amount not to exceed the budgetary limits pursuant to ITB 25-018. *See SMB 157 Page 90.*

V. Request approval of the Purchase Agreement between Central Florida Behavioral Health Network, Inc., and Highlands County. *See Central FL Behavioral Health Network file.*

9. COMMITTEE ASSIGNMENTS:

A. Request approval of Zachary Franco and Hannah Bowen as the newest members of the Natural Resources Advisory Commission (NRAC).

Mike McMillian, Natural Resources Specialist II, presented the request.

Commissioner Kirouac made a motion to table the item until the next meeting to be able to review the other two applications. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried***. See SMB 157 Page 91.***

10. PUBLIC HEARING

A. Public hearing to consider adoption of Resolution 24-25-097, P&Z Case No. 2173, changing the Official Zoning Atlas for an approximate 22.85 acres from Estate District (EU) to Multiple Family Dwelling District with a Planned Development (R-3 PD).

Cyndie Kramer, Planning & Zoning Manager, presented the request. This public hearing has been duly noticed, and proof of publication has been provided to the Clerk to become a part of the permanent record.

Helma Weisbeck, applicant, came before the Board to offer answers to any underlying questions.

Commissioner Tuck opened the floor to the public. Jane Hinote inquired about road improvements on US 98. Jose Garcia expressed that he would like to slow the growth of Highlands County.

Commissioner Roberts made a motion to adopt Resolution 24-25-097, P&Z Case No. 2173, changing the Official Zoning Atlas for an approximate 22.85 acres from Estate District (EU) to Multiple Family Dwelling District with a Planned Development (R-3 PD). Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 38 Page 22.***

B. Public hearing to consider the adoption of modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan.

Sergio Garcia, Planner II, presented the request. This public hearing has been duly noticed, and proof of publication has been provided to the Clerk to become a part of the permanent record.

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

Commissioner Kirouac made a motion to adopt the modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 92 & Ordinance Book 20.***

C. Request approval of Ordinance # 24 -25-10 and Resolution 24-25-104 pertaining to amendments to Highlands County Code of Ordinances, Chapter 12 Land Development Regulations, Article 3, Administration and Enforcement, Division 5, Historic Preservation.

Sherry Sutphen, County Attorney, presented the request. This public hearing has been duly noticed, and proof of publication has been provided to the Clerk to become a part of the permanent record.

Commissioner Roberts moved to approve Ordinance # 24 -25-10 pertaining to amendments to Highlands County Code of Ordinances, Chapter 12 Land Development Regulations, Article 3, Administration and Enforcement, Division 5, Historic Preservation. Commissioner Kirouac seconded the motion.

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

Commissioner Roberts moved to approve Resolution 24-25-104. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 93 & Res. Book 38 Page 23.***

11. ACTION AGENDA

Commissioner Kirouac moved to approve the action agenda as presented. Commissioner Campbell seconded the motion.

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

A. Approval of the sunsetting of the Veterans Service Advisory Board effective May 20, 2025.

Denise Williams, Veterans Services Officer, presented the request.

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

Commissioner Elwell moved to approve the sunsetting of the Veterans Service Advisory Board effective May 20, 2025. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 94.***

B. Request direction on constructing W Walden Rd according to the Road Improvement Policy and constructing the connecting N Tyler Rd.

Jonathan Harrison, Road & Bridge Director, presented the request.

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

The Commission collectively gave the consensus to proceed. ***See SMB 157 Page 95.***

C. Consideration of Statement of Legislative Intent for adopting an ordinance to include the regulation of non-emergency calls, certain non-medical calls, false emergency alarms and Mobile Food Dispensing Vehicles and require Fire Department access to keyed gate entries and electronic reporting for fire safety system inspections in one centralized area of the Code of Ordinances.

Dustin Fitch, Deputy Fire Chief, presented the request.

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

The Commission collectively gave the consensus to proceed. ***See SMB 157 Page 96.***

12. COUNTY ADMINISTRATOR AND LEGAL

A. County Attorney Status Report as of May 13, 2025.

Sherry Sutphen, County Attorney, presented the county attorney's long-range log. ***See SMB 157 Page 97.***

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

Laurie Hurner, County Administrator, provided the Commission with the Project Status Report. ***See SMB 157 Page 98.***

13. COMMISSIONERS

Commissioner Roberts announced an observance being held at Memorial Gardens at 9:00 a.m., on Memorial Day.

Commissioner Elwell congratulated the graduating seniors of 2025.

Commissioner Kirouac showed appreciation towards Mr. & Mrs. DeRoller for their donation to the Highlands County Fire Rescue for life saving devices.

Commissioner Campbell shared his attendance at the ribbon cutting ceremony for the Nu-Hope facility in Avon Park, and the Young Farmers & Ranchers golf tournament.

Commissioner Tuck announced a Memorial Day ceremony being held at the Lake Placid American Legion at 12:00 p.m.

14. INFORMATIONAL

A. Board payables from May 20, 2025, through June 2, 2025. *See Check Report file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the meeting.

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

The meeting adjourned at 12:18 p.m.

SPECIAL MEETING OF THE BOARD, MAY 20, 2025

1. The meeting was called to order at 12:32 p.m. in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Tuck	**Commissioner Scott A. Kirouac**
Commissioner Kevin J. Roberts	**Commissioner Don Elwell**
Commissioner Chris Campbell	

Also, present: J.D. Langford, Assistant County Administrator; Sherry G. Sutphen, County Attorney; Sally B. Hood, Clerk of Courts Accounting & Finance Director; and Savannah R. Demeri, Deputy Clerk.

Notice of this meeting was posted in the official bulletin board, and a copy was provided to the Clerk to become part of the permanent record. ***See SMB 157 Page 101.***

2. INVOCATION
The Invocation was led by Commissioner Roberts.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Commissioner Kirouac.

4. WORKSHOP:

A. Highlands County Fire Rescue Presentation
Dustin Fitch, Deputy Fire Chief, provided a presentation to the Board.

B. Workshop to consider a re-allocation of the Institutional Category within the Fire Assessment Study conducted in 2024.
Sandi Neubarth, Director of Infrastructure & Capital Projects with Accenture, presented the slideshow to the Board. Ms. Nuebarth was accompanied by Tanya Cannady, Business Services Director.

5. PUBLIC COMMENT
No public comment.

For copies of today's presentation, please see ***SMB 157 Page 99/100***. The meeting video can be found on the Clerk of Courts website, www.hcclerk.org.

6. ADJOURN
Commissioner Roberts moved to adjourn the meeting.

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

The meeting adjourned at 1:41 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Ingra Gardner, Director of Community Programs**

SUBJECT/TITLE: **Request appointment of Gail Werley, Program Manager of the Children's Advocacy Center to the Board of the Early Learning Coalition of Florida's Heartland (ELCFH).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to appoint Gail Werley, Program Manager of the Children's Advocacy Center to the Board of the Early Learning Coalition of Florida's Heartland (ELCFH).

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue_ELCFH 2.pdf
Attachments: Letter of Appointment.pdf

STATEMENT OF ISSUE:

Florida Statutes require the establishment of early learning coalitions to maintain direct enhancement services at the local level and provide access to services in all 67 counties. Florida Statute 1002.83(1)(h) requires that the Early Learning Coalition must have one member appointed by a board of county commissioners or the governing board of a municipality. This seat was previously filled by a member from Charlotte County, but now must be filled by an appointee from Highlands County.

Gail Werley (Program Manager of the Children's Advocacy Center) has served on this Board as she filled the position of Executive Director of the Children's Services Council (CSC), which has been sunset.

Due to the sunsetting of CSC, the Early Learning Coalition is now requesting this position be filled by Gail Werley.

Per the By-Laws of the Early Learning Coalition of Florida's Heartland (ELCFH), the term for Board members not appointed by the Governor is a maximum of two (2) consecutive four-year terms.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6500 Fax (863) 402-6835 www.highlandsfl.gov

June 17, 2025

Board of Directors
Early Learning Coalition
of Florida's Heartland, Inc.
18501 Murdock Circle
Suite 200
Port Charlotte, FL 33948

Re**:** Appointment of Gail Werley to the Board of Directors of the Early Learning Coalition of Florida's Heartland, Inc.

Dear Board of Directors:

This correspondence confirms the appointment of Gail Werley, Program Manager of the Highlands County Children's Advocacy Center, to serve as the Highlands County Board of County Commissioner's appointee to the Board of Directors of the Early Learning Coalition of Florida's Heartland, Inc.

Gail Werley possesses the requisite expertise and perspective to effectively serve in this capacity, as she consistently demonstrates a commitment to provide necessary support and resources to support the mission of the Early Learning Coalition of Florida's Heartland.

We thank you for your dedication to the State of Florida and your commitment to ensuring that the best individual is appointed to this very important role.

Sincerely,

Arlene Tuck, Chair
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval to waive field rental fees and deposit for Sebring High School Cross Country Program at the Highlands County Multi-Sports Complex.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval to waive field rental fees and deposit for Sebring High School Cross Country Program at the Highlands County Multi-Sports Complex.

FISCAL IMPACT

The fiscal impact would be a loss in revenues of $855.00 to Fund 005 (General) account 3475100 (Sports Complex).

Attachments: SHS Letter of Wavier.pdf
Attachments: SHS Statement.pdf
Attachments: SHS Fees Waived.pdf

Sebring High School

Kimberly Ervin, *Principal*
David Holder, Donald Ridgeway, & Laura Sherley, *Assistant Principals*

3514 Kenilworth Blvd.
Sebring, FL 33870
Phone (863) 471-5500 | Fax (863) 471-5507

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Dear Commission,

We are writing to request permission and wave the fees for the practice dates and race upon using the Highlands County Sports Complex, located on Sheriff's Tower Rd, during the Summer and Fall sports season. We understand that the request to use this sports complex for training in addition to what the sports complex already offers is up to the Board of County Commissioners. We, both girls' and boys' junior varsity and varsity cross country teams, are writing this letter to ask permission to use the available fields for training and a race. The date for the race will be August 30th, from 630am to 10:30am.

Both teams request to use field D for practice every Tuesday from June 3rd, 10th, 17th, 24th, July 1st, 8th, 15th, 22nd, 29th, and August 5th from 6pm to 7.30pm. When school starts, we will be using the fields from 4pm to 6pm on August 12th, 19th, 26th; September 2nd, 9th, 16th, 23rd, 30th; October 7th, 14th, 21st, 28th, and November 4th.

SEBRING HIGH CROSS COUNTRY OVERVIEW

Cross Country is a sport that consists of running 3.1 miles or 5 kilometers on a variety of surfaces such as dirt, gravel, grass, asphalt, clay, and the like. Runners are timed and teamwork dictates the overall score which works like the way golf is scored. With the first runner receiving one point and the twentieth runner receiving twenty points, respectively. The team with the lowest score wins. Typically, the team score consists of the first five finishers per team and their scores. Should a tie arise team scores are recalculated to include the sixth finisher. If there is another tie at this point, then the teams recalculate the score to include the seventh runner. We included this short overview of the sport to help convey the spirit of teamwork needed for this sport. It often creates an environment of comradery as teammates understand that each other's success is as important as their own. The Sebring High School Cross Country program serves a minimum of 35 male and female student athletes. A quality field is instrumental in the development of both the individual and team when it comes to racing. Training at the sports complex provides the opportunity for the cross-country programs to use nice soft grass.

BENEFITS OF EXTRACURRICULAR ACTIVITIES

Extracurricular activities have been linked to an increase in school involvement and contribute to the overall wellbeing of the athlete, in morale as well as health. Our athletes are commonly among the top of their classes and tend to have a good influence on newcoming athletes to do the same. As coaches we have a responsibility to periodically check grades and grade point averages as well as being a point of contact for teachers who may need a strong influence to talk to their student athlete. For those student athletes who tend to form bad habits without an extracurricular activity, it is an incentive and an occupation that keeps them from getting into trouble. It also teaches student athletes intercommunication skills as they need to train with one another and collaborate during training and races. Another benefit sport has to offer is scholarships and military preparedness. Cross Country helps our athletes zero in on goals and puts efforts to achieve them.

BENEFITS OF HOLDING PRACTICE

There are many benefits for the Sebring High School Cross Country team to use the sports complex. The most important benefit the sports complex can provide for the cross-country team is safety. The safety from anything happening outside a fence in complex. Another benefit is the soft surface the grass and dirt provide for the runners to run on. This benefit helps with the runners getting less injuries and being able to finish the season strong. Another benefit will be that the runners can train in a complex where the area is fenced and away from the traffic and danger the roads provide. This benefit helps with keeping the runners in a controlled area where the runners can't be around crimes and potential dangers the public provides. For practice, we will only use the outside grass of the soccer fields and field D once a week, preferably Tuesday from 4pm to 6pm.

Sebring High School

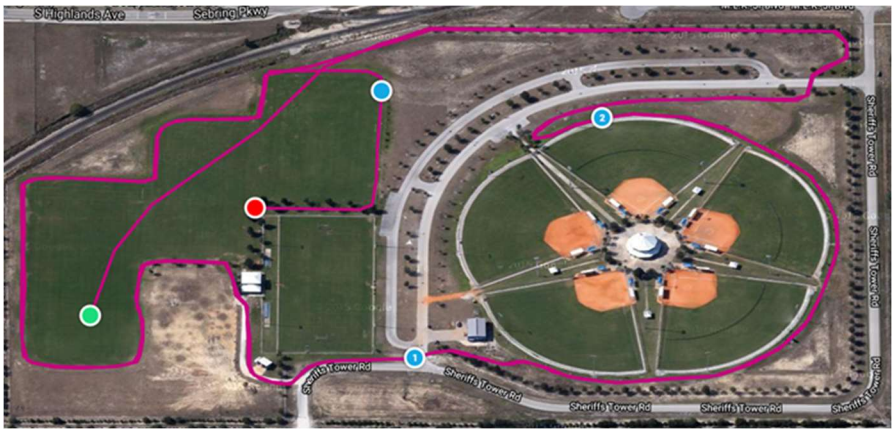
Kimberly Ervin, *Principal*
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The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

BENEFITS OF HOSTING RACE

The benefits of hosting a cross-country race in the Highlands County Sports Complex include having a course near the high school where parents, teachers, students and friends can come to watch. Our supporters would not have to travel over forty-five minutes to watch a race. Another benefit the sport complex provides is the soft surface the grass and dirt provide for the runners to race on. This benefit is important because it makes the course nice to run on and feels good on the runners' legs. It's nice to run on it because it's flat and fast with not a lot of sharp turns. The date we are looking forward to hosting a cross-country race on Saturday, August 30th. It would be from 6:30am to 10:30am, this is the time slot most races are held in Florida since we try to beat the hot Florida sun for the safety of our runners and the comfort of our supporters. We have attached a map to show our proposed race/training route.



INSURANCE AND RULES

We understand the need to mitigate the risk and understand that the commission may require us to become insured. We express our desire to comply with all of the requirements that the commission sees fits, including any house rules that may be in place or may arise. We understand that it stems from the desire to keep our students and citizens safe. As our programs operate under the policies of the School Board of Highlands County, we will submit an insurance policy to include the Highlands County Sports Complex for coverage.

GRATITUDE

We would like to extend our gratitude to the commission for their time and consideration of our request to use County Fields for the Sebring High School's Boys and Girls Cross Country Team for practice and races. We are very excited about the idea of providing our student athletes with a safe, clean and beautiful complex to train in. We look forward to hearing your decision.

Sincerely,

Leonel Ayala (Boys Coach) and Hannah Schroeder (Girls Coach)
5/29/2025

Statement of Use

June 17, 2025

Sebring High School Cross Country Program

Attached is a letter from the Sebring High School Cross Country Program coaches, Leonel Ayala and Hannah Schroeder, requesting a waiver of field rental fees and event deposit.

This program has utilized this facility since 2021 and has paid for their use the past three years. This year they do not anticipate receiving funds from the School Board due to budget cuts. This season their practices start June 3 through November 4th, and one race on August 30th.

Per the FY 2024-2025 Schedule of Fees, the rental fee is as follows:

Twenty-three (23) Practice dates @ $15 per day, total of $345.00
One (1) Race using green fields B, C, D at $70.00 each, total $210.00
Field Deposit $300.00

Total amount to waive $855.00

This group will comply with the complex Rules and Guidelines

HIGHLANDS COUNTY FACILITIES - FEES WAIVED

ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 06/4/2025	2020-21	2021-22	2022-23	2023-24	2024-25
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	*16*	*$ 3,200.00*	*Cancelled*	$200.00	$200.00	$200.00	$200.00
Nu-Hope Elder Care Services, Inc.	AgCenter, Auditorium	27	$ 14,021.00	*Cancelled*	$500.00	$500.00		$500.00
Redbeach Community Homeowners Association	Desoto City Comm. Ctr.	*8*	*$ 5,825.00*	*Cancelled*	$400.00	$400.00	$400.00	$400.00
Kiwanis Aktion Club of Highlands County *(formally Ridge Area ARC & Special Stars)*	Ag Center - Auditorium	6	$ 4,215.00	*Cancelled*	$380.00	$250.00		
Kiwanis Aktion Club of Highlands County *(formally Ridge Area ARC & Special Stars)*	*Sports Complex*	*16*	*$ 15,550.00*	*Cancelled*	*$325.00*	*$1,025.00*	$600.00	$400.00
Salvation Army	Sports Complex	*3*	*$ 1,125.00*	$375.00	Cancelled			
Sebring High School Boys and Girls Soccer Program	Sports Complex	*4*	*$12,170.00*	$645.00	$4,150.00	$4,975.00	$2,400.00	$3,720.00
Hill Gustat Middle School Soccer Program	Sports Complex	*1*	*$330.00*					$330.00
Sebring Middle School Soccer Program	Sports Complex	*1*	*$1,480.00*					$1,480.00
Sebring High School Cross Country Athetic Program	**Sports Complex**	***3***	***$3,805.00***	**$1,820.00**	**Paid Fees**	**Paid Fees**	**Paid Fees**	**$855.00**
Sebring Middle School Junior Varsity Football	Sports Complex	*1*	*$250.00*				$250.00	
Venus Community Foundation	Venus Cluhouse	*1*	*$100.00*					$500.00
Jacob Eckblad / Softball tournament fundraiser for Chuck Detore	Sports Complex	1	$ 265.00			$265.00		

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Stacy Quillen, Procurement Manager**

SUBJECT/TITLE: **Request approval to move forward with the sale of eight (8) County owned surplus properties and provide the County Administrator the authority to execute the Deeds.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the sale of eight (8) County owned surplus properties and provide the County Administrator the authority to execute the Deeds and any related documents if needed to complete the sale.

FISCAL IMPACT

The fiscal impact is revenue totaling $117,505.00 to the General Fund from sale of the properties and the properties will return to the Tax Roll.

Attachments: Property Statement of Issue.docx
Attachments: 25-020-RDV NOIA.pdf

On February 6, 2024, the Board approved the sale of various County owned properties. The Purchasing Department initiated a sale of certain properties through the County's competitive bid process (ITB 25-020-RDV), in accordance with Florida Statutes 125.35.

The County received and opened bids on those properties on June 3, 2025. Eight (8) bids were received and met the minimum bid required, totaling $117,505.00. The following properties are presented to the board for approval of the sale:

Parcel ID	Address	Starting Bid	Offer	Fixed Asset #
C04342816033700250	5531 CASTANIA DR SEBRING 33872	$ 22,500.00	$ 22,500.00	TD002435
C04342805005500050	3832 DURANGO AVE SEBRING 33872	$ 13,050.00	$ 13,850.00	TD002194
C04342805005900030	3916 HARLANDO AVE SEBRING 33872	$ 13,050.00	$ 14,000.00	TD002195
C04342805005900080	4020 HARLANDO AVE SEBRING 33872	$ 13,050.00	$ 14,050.00	TD002196
C04342808010000110	7837 LEONARDO ST SEBRING 33872	$ 14,000.00	$ 14,000.00	TD002419
C04342816035700110	6685 SAN BRUNO DR SEBRING 33872	$ 22,950.00	$ 22,950.00	TD002207
C04342808010300140	7847 SUN N LAKE BLVD SEBRING 33872	$ 14,000.00	$ 14,200.00	TD000274
S33342907000000560	4716 FOURTH ST SEBRING 33870	$ 1,790.00	$ 1,955.00	TD002248

In accordance with Ordinance 16-17-08, the Notice of Intent to Award/Accept Offer was posted on June 4, 2025.

Upon Board approval the buyers will provide payment in full for the property. The sale will be completed within 65 days.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

ITB 25-004-SDQ Sale of County Owned Property

Parcel ID	Address	Starting Bid	Offer	Bidder	Recommend
C04342811020500140	8107 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600110	8126 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600130	8140 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600040	7924 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020500150	8031 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600120	8134 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600140	8146 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020500200	7917 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600070	8022 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020500190	7923 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020500210	7909 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020500260	7813 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020500280	7745 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600010	6401 CAMPO SANO CT SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600100	8116 CAMPO SANO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020600690	6416 CAMPO SANO CT SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342816033700250	**5531 CASTANIA DR SEBRING 33872**	**$22,500.00**	**$ 22,500.00**	**Outsider Realty LLC**	**Yes**
C04342806006500270	3917 CORTEZ BLVD SEBRING 33872	$14,500.00	No Bid Received	N/A	N/A
C04342806007300450	4317 CORTEZ BLVD SEBRING 33872	$14,500.00	No Bid Received	N/A	N/A
C04342811020700190	7073 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800340	6533 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700330	6923 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800300	6635 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800370	6439 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700290	6941 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800260	6701 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800350	6513 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700280	6953 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A

Parcel ID	Address	Starting Bid	Offer	Bidder	Recommend
C04342811020800250	6717 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700310	6933 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800320	6551 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800390	6418 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700300	6939 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800290	6647 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800310	6603 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800400	6405 CORTEZ BLVD SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300180	6249 CORTEZ BLVD SEBRING 33872	$11,600.00	No Bid Received	N/A	N/A
C04342805005500050	**3832 DURANGO AVE SEBRING 33872**	**$13,050.00**	**$ 13,850.00**	**Florida Dream Lands LLC**	**Yes**
C04342810017800430	4419 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400460	4348 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400420	4364 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400570	4304 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400430	4360 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400580	4300 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400450	4352 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400560	4308 GERONA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000130	7304 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000200	7332 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000310	7376 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000380	7404 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000370	7400 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000180	7324 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811018900530	7369 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000170	7320 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200220	7412 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000290	7368 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000210	7336 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000300	7372 HAPPYFACE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342805005900030	**3916 HARLANDO AVE SEBRING 33872**	**$13,050.00**	**$ 14,000.00**	**Ingrid Ramic**	**Yes**
C04342805005900080	**4020 HARLANDO AVE SEBRING 33872**	**$13,050.00**	**$ 14,050.00**	**Andres Pardo**	**Yes**
C04342811019000410	7817 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000590	7335 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200010	7318 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200080	7540 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A

Parcel ID	Address	Starting Bid	Offer	Bidder	Recommend
C04342811019000390	7837 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000480	7649 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000520	7541 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200040	7424 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200060	7522 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200210	7836 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200140	7728 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000490	7637 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000510	7615 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000530	7525 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200050	7510 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000400	7829 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000470	7717 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000650	7213 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200100	7628 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000620	7245 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200090	7614 LAGUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342808010000110	**7837 LEONARDO ST SEBRING 33872**	**$14,000.00**	**$ 14,000.00**	**Florida Non-Profit Housing**	**Yes**
C04342808011100050	5100 LEVANTE DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342808011000170	5111 LEVANTE DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342808011000220	5009 LEVANTE DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342810017400250	8615 LUCY DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200290	7825 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300210	7938 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300220	8000 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300180	7906 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300250	8036 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200340	7727 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200360	7707 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300170	7842 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300240	8026 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200400	7609 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019200410	7547 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300120	7748 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300140	7818 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300230	8010 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A

Parcel ID	Address	Starting Bid	Offer	Bidder	Recommend
C04342811019300060	7634 MAGGIORE ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700030	5834 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700040	5900 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700110	6024 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700130	6048 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700020	5822 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019500840	6013 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019500860	6037 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700100	6012 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700120	6036 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019500820	5939 MALAGA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342810017800080	8128 MANTUA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342810018100200	8101 MANTUA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342810017000150	8256 MANTUA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000010	7303 MAR ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000660	7301 MAR ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342808260500020	8119 MARIN ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300350	7947 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400670	8120 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300320	8027 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300500	7627 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400710	8058 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300510	7615 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400760	7958 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300270	8139 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300460	7769 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300410	7837 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400700	8064 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019300330	8015 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400790	7922 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400650	8130 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400660	8126 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019400750	8014 PARADELA DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100650	7402 PUERTA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342816035700110	**6685 SAN BRUNO DR SEBRING 33872**	**$22,950.00**	**$ 22,950.00**	**Florida Non-Profit Housing**	**Yes**

Parcel ID	Address	Starting Bid	Offer	Bidder	Recommend
C04342808010800140	5223 SAN JUAN DR SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300010	7000 SAQUNA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342808010300140	**7847 SUN N LAKE BLVD SEBRING 33872**	**$14,000.00**	**$ 14,200.00**	**Richwill Holdings and Development LLC**	**Yes**
C04342808010500390	5148 TREVINO AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342808010300210	7900 TREVINO AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100260	5840 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100440	5524 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100560	6237 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020400220	6505 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700040	6642 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700180	6856 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800160	6548 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342810018200180	7240 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100290	5818 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000030	5819 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019000050	5741 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100390	5638 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100280	5826 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100420	5602 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300120	6316 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020400180	6541 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020400250	6421 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700080	6738 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800050	6418 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800120	6522 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019700220	5967 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800130	6530 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800150	6542 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100300	5806 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019100320	5734 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100630	6135 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300040	6204 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300060	6224 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800090	6438 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800110	6516 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100570	6225 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A

Parcel ID	Address	Starting Bid	Offer	Bidder	Recommend
C04342811020700020	6624 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700030	6636 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800170	6552 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800180	6556 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100620	6147 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300050	6216 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020400320	6315 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700090	6742 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700110	6802 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800080	6432 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800100	6504 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300030	6160 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700060	6716 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700130	6826 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800070	6428 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800140	6536 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100580	6217 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020300110	6310 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020400190	6535 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020400240	6429 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020400280	6347 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700050	6704 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020700070	6730 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800040	6410 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020800060	6422 VIRTUDES ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019600070	7815 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019500870	7605 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019600180	8025 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019600130	7927 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019600150	8001 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019600170	8017 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019600140	7939 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811019600160	8009 VITTORIO ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020000090	7806 WYNN ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100230	7926 YUMURI ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100220	7918 YUMURI ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A

Parcel ID	Address	Starting Bid	Offer	Bidder	Recommend
C04342811020100250	8016 YUMURI ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020000290	7917 YUMURI ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100190	7858 YUMURI ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100370	7901 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200080	7814 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200090	7828 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100340	7939 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100520	7611 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200050	7722 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200190	8026 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100330	8003 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200110	7844 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200430	7600 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100290	8047 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100310	8029 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100480	7639 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200150	7924 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200170	8000 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100320	8015 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100490	7631 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100360	7913 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020100500	7623 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200100	7836 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342811020200200	8038 ZAMBRANA ST SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
C04342808010000190	7942 ZAMORA AVE SEBRING 33872	$14,000.00	No Bid Received	N/A	N/A
S33342907000000560	**4716 FOURTH ST SEBRING 33870**	**$1,790.00**	**$ 1,955.00**	**Cely Solis**	**Yes**

*Higher bid accepted

**Nonresponsive- Reserve not met

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 4:00 p.m. on June 4, 2025.

The Board of County Commissioners will consider the offers at the June 17, 2025 Board Meeting which will begin at 9:00 AM.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: **Brandon Gunn, Parks & Facilities Director Melony Culpepper, Planning and Zoning Supervisor**

SUBJECT/TITLE: **Request approval to waive rental fees and damage deposit for the Venus Community Foundation at the Venus Community Clubhouse, and the associated Special Event Permit fees, Temporary Road Closure fee, and Alcoholic Beverage License review fees.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve waiver of rental fees and damage deposit for the Venus Community Foundation at the Venus Community Clubhouse, and the associated Special Event Permit fees, Temporary Road Closure fee, and Alcoholic Beverage License review fees.

FISCAL IMPACT

The fiscal impact would be a loss in revenues of a total of $1,125.00; $500.00 to Fund 005 (General) account 3475100 (Sports Complex), $400.00 to Fund 005 (General) account 3419100 (Bingo Application), $200.00 to Fund 110 (County Transportation Trust) account 3449000 (Inspections), and $25.00 to Fund 005 (General) account 3699000 (Other Misc Revenue).

Attachments: VCF Letter of Waiver.pdf
Attachments: VCF Statement.pdf
Attachments: VCF Fees Waived.pdf

Venus Community Foundation

Highland County Board of County Commissioners
501 S. Commerce Ave.
Sebring, FL. 33870

To Whom It May Concern,

We are a non-profit foundation that started about 2 ½ years ago. Our foundation raises money to provide college scholarships to graduating high school seniors in Highlands County who have currently been involved in and/or plan to pursue a degree in an agricultural field. Last year we were able to give out a total of 5 scholarships in Highlands County totaling $10,000. This year we will be giving out a total of 4 Scholarships in Highlands County totaling $8,000.

The events that we have planned over the next year are as follows with associated rental and permit fees:

- Rib Cookoff / Venus Day - September 2025
  - Rental Fee $100.00
  - Permit Fee $100.00
  - Alcohol Permit $25.00
- $100 Dinner and Dance - November 2025
  - Rental Fee $100.00
  - Permit Fee $100.00
  - Alcohol Permit $25.00
- Christmas Parade - December 2025
  - Rental Fee $100.00
  - Permit Fee $100.00
  - Road Permit $200.00
- Scholarship Interviews - March 2026
  - Rental Fee $100.00
- Family Easter Event - April 2026
  - Rental Fee $100.00
  - Permit Fee $100.00

Thank You,
Adam Sherley
President / Director

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Statement of Use:

June 17, 2025

Venus Community Foundation

The Venus Community Foundation has requested the use of the Venus Community Center for fundraising efforts towards college scholarships and meeting space for scholarship interviews. This group is a non-profit and has utilized this facility for the past three years. They are requesting that the refundable damage deposit and the rental fees to be waived for their events in September 2025, November 2025, December 2025, Marh 2026 and April 2026. They are also requesting the Special Event Permit fees, Temporary Road Closure fee, and Temporary Alcoholic Beverage License Review fee be waived for their events.

This group must comply with the Building Use Rules and provide liability insurance for each event.

Per the FY 2024-2025 Schedule of Fees, the fees are as follows:

$100.00 Rental fee per event, totaling $500.00
$100.00 Refundable Damage Deposit
$100.00 Special Event Permit fee per event when required, totaling $400.00
$200.00 Temporary Road Closure fee per event when required, totaling $200.00
$25.00 Temporary Alcoholic Beverage License review fee, totaling $25.00

HIGHLANDS COUNTY FACILITIES - FEES WAIVED

ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 02/03/2025	2020-21	2021-22	2022-23	2023-24	2024-25
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	*16*	*$ 3,200.00*	*Cancelled*	$200.00	$200.00	$200.00	$200.00
Nu-Hope Elder Care Services, Inc.	AgCenter, Auditorium	*27*	$ 14,021.00	*Cancelled*	$500.00	$500.00		$500.00
Redbeach Community Homeowners Association	Desoto City Comm. Ctr.	*8*	*$ 5,825.00*	*Cancelled*	$400.00	$400.00	$400.00	$400.00
Kiwanis Aktion Club of Highlands County *(formally Ridge Area ARC & Special Stars)*	Ag Center - Auditorium	6	$ 4,215.00	*Cancelled*	$380.00	$250.00		
Kiwanis Aktion Club of Highlands County *(formally Ridge Area ARC & Special Stars)*	*Sports Complex*	*16*	*$ 15,550.00*	*Cancelled*	*$325.00*	*$1,025.00*	$600.00	$400.00
Sebring High School Boys and Girls Soccer Program	Sports Complex	*4*	*$12,170.00*	$645.00	$4,150.00	$4,975.00	$2,400.00	$3,720.00
Hill Gustat Middle School Soccer Program	Sports Complex	*1*	*$330.00*					$330.00
Sebring Middle School Soccer Program	Sports Complex	*1*	*$1,480.00*					$1,480.00
Sebring Middle School Junior Varsity Football	Sports Complex	*1*	*$250.00*				$250.00	
Venus Community Foundation	**Venus Cluhouse**	***0***	***$0.00***					**$100.00**

3/6/2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

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

SUBJECT/TITLE: **Request approval of the Business Associates Agreement with Central Florida Behavioral Health Network.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Business Associates Agreement with Central Florida Behavioral Health Network.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of issue.docx
Attachments: Business Assoc. Agreement.pdf

STATEMENT OF ISSUE

On May 20, 2025, the Board approved and executed the Purchase Agreement between Central Florida Behavioral Health Network, Inc., and Highlands County to effectuate the disbursement of $894,927.00 in the Opioid Settlement Regional Fund allocation for years one and two. The Managing Entity of the funds (Central Florida Behavioral Network) requires the attached agreement to also be executed in order to access their system to submit an invoice for the disbursement of the funds.

Business Associate Agreement

This Agreement is made effective on the date of last signature by and between Central Florida Behavioral Health Network, Inc. (“Covered Entity”); and Highlands County ("Business Associate").

Recitals

Business Associate provides or will provide *management of non-qualified, opioid settlement* services to Covered Entity pursuant to a *Purchase Agreement* (“Main Agreement”) between Business Associate and Covered Entity. Some or all of the records related to the services in the Main Agreement constitute Protected Health Information (PHI) that are subject to privacy and security protection under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder, as amended from time to time by the U.S. Department of Health and Human Services.

If applicable to Covered Entity and Business Associate in the implementation, administration, or services of the Main Agreement, Covered Entity and Business Associate shall comply with the applicable federal regulation governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and may not use or disclose such records except as permitted 42 C.F.R. Part 2.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 HIPAA Rules. “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2 Terms used. Any terms used in this Agreement that are defined in the HIPAA Rules shall have those same definitions in this Agreement.

2. BUSINESS ASSOCIATE NOT AN AGENT

2.1 No Agency Relationship. Business Associate is an independent contractor and shall not be an agent of Covered Entity under the federal common law of agency. Business Associate is not under the control of Covered Entity because the Business Associate is not the agent of Covered Entity. Covered Entity has no right or authority to direct any of Business Associate’s services or any of the obligations of this Agreement. Business Associate shall be solely responsible for selecting and determining the means and methods of providing the services in the Main Agreement and in this Agreement. Business Associate possesses specialized skills for the services in the Main Agreement and performing this Agreement. Business Associate shall be solely responsible for selecting and providing the instrumentalities and tools to provide the services in the Main Agreement and in performing this Agreement. Business

Associate shall provide the services in the Main Agreement at locations that are not provided or controlled by Covered Entity. Business Associate shall provide the services in the Main Agreement for the limited duration of this Agreement and not as a permanent relationship with Covered Entity. In performing the services in the Main Agreement or this Agreement Covered Entity has no right to assign additional projects, tasks, or responsibilities to Business Associate. Business Associate is solely responsible for determining its hours of operation. Business Associate shall be solely responsible for hiring and paying its employees and assistants.

2.2 Covered Entity Operations. Covered Entity is not in the business of providing the services in the Main Agreement.

2.3 Interpretation. Nothing in the Main Agreement shall make Business Associate the agent of Covered Entity. In case of a conflict between the Main Agreement and this Agreement, the provisions of this Agreement shall prevail. It is a primary intent and purpose of the Main Agreement and this Agreement and the parties that for all purposes, including the HIPAA Rules, Business Associate shall not be the agent of Covered Entity.

3. BUSINESS ASSOCIATE GENERAL HIPAA OBLIGATIONS

3.1 General Obligations. In providing the services in the Main Agreement to Covered Entity Business Associate shall:

3.1.1 Not use, access, or disclosure of protected health information except for use, access, or disclosure imposed on Business Associate by law as a Business Associate independent of any authorization in this Agreement; or authorized by the Main Agreement if such uses are also authorized by the HIPAA Rules or other law.

3.1.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as required by law.

3.1.3 In accordance with HIPAA Rules, § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of Business Associate agree to comply with the applicable requirements of Subpart C of Part 164 by entering into a contract or other arrangement that complies with § 164.314.

3.1.4 Report to Covered Entity any loss, damage, destruction, use or disclosure of protected health information from Covered Entity records not required by law of which Business Associate becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which Business Associate becomes aware (collectively Reportable Incidents). Business Associate shall report Reportable Incidents to Covered Entity in writing and by

telephone within 48 hours of Business Associate becoming aware of information that could possibly indicate a Reportable Incident.

3.1.5 Allow Covered Entity access to Covered Entity records at all reasonable times.

3.1.6 Business Associate shall make available protected health information about an individual in a designated record set to said individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. Business Associate shall report in writing to Covered Entity any denial of a request for protected health information to satisfy Covered Entity's obligations under 45 CFR 164.524 within 10 days of such denial.

3.1.7 In carrying out Business Associate's obligations imposed on Business Associate by the HIPAA Rules, perform those obligations as direct obligations of the HIPAA Rules and not as the agent of Covered Entity or the requirements of this Agreement.

3.1.8 At termination of this Agreement, if feasible, return or destroy all protected health information received from Covered Entity that Business Associate as provided in Section 6.

3.1.9 Not interfere with Covered Entity's obligations under HIPAA Rules, §§ 164.524, 164.526, and 164.528.

4. INSURANCE AND INDEMNIFICATION

4.1 Insurance. Notwithstanding the insurance requirements contained in any other contractual agreement between Covered Entity and Business Associate, Business Associate shall obtain and maintain, at its own expense, at all times during the term of this Agreement, commercial general liability insurance coverage with a minimum of $300,000 per occurrence and $1,000,000 annual aggregate, which coverage by its terms shall be applicable to, and not exclude coverage for Business Associate's indemnification obligations under this Agreement. Covered Entity shall be named as an additional insured on such insurance policies. Business Associate shall provide Covered Entity with a certificate evidencing such coverage. Business Associate shall notify Covered Entity in writing at least thirty days prior to any cancellation or reduction in coverage initiated by Business Associate and within ten days after Business Associate is notified by its insurance company of any cancellation or reduction in coverage initiated by the insurance company.

4.2 Indemnification. Business Associate and Covered Entity agree to indemnify, defend and hold harmless the other party (Business Associate or Covered Entity, as the case may be) from and against any liabilities imposed on such other party arising from any act or omission of the indemnifying party, its agents, employees, directors, contractors, subcontractors, officers, or other members of its workforce with respect to their uses and/or disclosures of PHI contained in Covered Entity records, even if the liability is not directly to a third party, but is imposed as a penalty imposed for

violation of the HIPAA Rules. This indemnification obligation applies without limitation where the cost or damages sustained by a party arise from a liability to a third party or from a penalty imposed by a governmental agency for failure to comply with a statutory or regulatory obligation under the HIPAA Rules. Indemnification includes any costs incurred by the indemnified party to respond to a complaint based on the indemnifying party's conduct or other actions it needs to take to avoid being penalized if the matter of a penalty arises as a result of the indemnifying party's conduct. Accordingly, the indemnifying party shall reimburse the other party (Business Associate or Covered Entity, as the case may be) for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed by reason of any suit, claim, action, proceeding or demand by any third party or any governmental agency which results from or relates to the indemnifying party's acts or omissions related to violations of the HIPAA Rules, in connection with indemnifying party's duties and obligations under this Agreement. The indemnifying party's obligation to indemnify the other party shall survive the expiration or termination of this Agreement for any reason.

5. **NOTICE**

Any notices to be given hereunder to a party shall be made via U.S. Mail or express courier (and by telephone when required) to:

As to Business Associate:

Highlands County
Attn: Laurie Hurner, County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

With copy to:

Highlands County Attorney's Office
600 S. Commerce Avenue
Sebring, Florida 33870

As to Covered Entity:

Alan Davidson
Central Florida Behavioral Health Network, Inc.
719 U.S. Highway 301 South
Tampa, FL 33619

As to Covered Entity in case of notice required by Section 3.1.4:

Risk Management
Central Florida Behavioral Health Network, Inc.
719 U.S. Highway 301 South
Tampa, FL 33619

6. **TERM AND TERMINATION**

6.1 Term. The term of this Agreement shall be effective as stated in the first paragraph of this Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, and thereafter terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 Effect of Termination.

6.3.1 Upon Records. Except as provided in Section 6.3.2, upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity all Protected Health Information received from Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Covered Entity shall be responsible for all charges related to the return of the Protected Health Information as set forth in the Main Agreement.

6.3.2 If return is infeasible. In the event that Business Associate determines that returning the Protected Health Information is infeasible, and such infeasibility is agreed to by Covered Entity in writing, Business Associate shall continue to extend the protections of this Agreement to such Protected Health Information.

6.3.3 Survival. The rights and obligations of Business Associate under this Section 6 shall survive the termination of this Agreement. Termination of this Agreement shall not affect the rights and obligations of the parties under the Main Agreement and/or any other agreement between Business Associate and Covered Entity. Any provisions which remain to be performed, or by their nature are intended to be applicable, following any expiration or termination of this Agreement shall remain in full force and effect after such expiration/termination.

7. MISCELLANEOUS AND 42 C.F.R. Part 2 ADDITIONAL PROVISIONS

7.1 Inconsistencies. To the extent there are any inconsistencies between this Agreement and the terms of the Main Agreement with respect to PHI, the terms of this Agreement will prevail and shall continue to prevail after termination of this Agreement.

7.2 Equitable Relief. Business Associate acknowledges that any breach of confidentiality obligations will result in irreparable damage for which there may be no adequate remedy at law. Therefore, it is agreed that Covered Entity shall be entitled to equitable relief, including, but not limited to, an injunction enjoining any such breach. Such injunction shall be without prejudice to any other right or remedy to which Covered Entity may be entitled, including damages.

7.3 No Offshore Work. In performing this Agreement or the Main Agreement, Business Associate shall not, and shall not permit any of its subcontractors or agents to transmit or make available any PHI to any entity or individual outside the United States.

7.4 No Third Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement. Nothing express or implied in this Agreement shall confer upon any person or entity, other than the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

7.5 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules. However, any amendment shall only be by a written instrument signed by both Covered Entity and Business Associate. No amendment is effective until it is in a written instrument signed by Covered Entity and Business Associate.

7.6 Severability, Applicable Law and Jurisdiction. This Agreement is severable, such that if any provision herein contained is properly determined to be illegal or invalid, then the remaining provisions shall continue to be in full force and effect. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, and any action brought to enforce, to interpret or arising from, this Agreement shall be brought in the courts in Highlands County, Florida, to which the parties hereto submit to the exclusive jurisdiction and venue thereof.

7.7 No assignment. Neither party may assign this Agreement without the prior written consent of the other party.

7.8 Execution and counterparts. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Telefacsimile or email transmissions of any executed

original in portable document format (PDF) and/or retransmission of any executed telefacsimile or email transmission of this Agreement in PDF shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other party shall confirm telefacsimile or email transmissions by executing duplicate original documents and delivering the same to the requesting party.

7.9 42 C.F.R. Part 2. Business Associate when dealing with records subject to 42 C.F.R. Part 2 shall resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

7.10 Regulatory Reference. A reference in this Agreement to a section in the Privacy Standards, Security Standards, HIPAA or 42 C.F.R. Part 2 means the section as in effect or as amended.

711. Preemption. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Standards, Security Standards, HIPAA or 42 C.F.R. Part 2, as amended, the Privacy Standards, Security Standards, HIPAA and 42 C.F.R. Part 2 shall control. In the event of an inconsistency between the provisions of the Privacy Standards, Security Standards, HIPAA, 42 C.F.R. Part 2 and other applicable confidentiality laws, including Florida law, the provisions of the more restrictive rule or law will control.

[Signatues on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives.

BUSINESS ASSOCIATE
HIGHLANDS COUNTY

Signed By: _____

Name: Arlene Tuck

Title: Chairwoman

Date: _____

COVERED ENTITY

Signed By: _____

Name: _____

Title: _____

Date: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: **Reagan Fultz, Tourism Marketing & Project Manager Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of a Sport Event Tourist Development Grant for 2025 Excel Speed Combine to be held in Highlands County on June 27- 28, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Request approval of a Sport Event Tourist Development Grant for 2025 Excel Speed Combine to be held in Highlands County on June 27- 28, 2025.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in FY24/25 for marketing said event. The 2025 Excel Speed Combine is eligible for $7,045.00 from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: Excel Speed Grant Agreement 2.pdf
Attachments: STATEMENT OF ISSUE - Excel Speed TDC Grant.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT AGREEMENT

GRANTEE

NAME:	LOMO 12 ENTERPRISE LLC D/B/A EXCEL SPEED 12
ADDRESS:	543 W ELLA J GILMORE STREET
	APOPKA, FL 32703
FEI NO:	90-0735370

Highlands County, a political subdivision of the State of Florida ("COUNTY"), hereby agrees to provide funding to Lomo 12 Enterprise LLC d/b/a Excel Speed 12 ("GRANTEE") for the purpose of reimbursement of expenses for the 2025 Excel Speed Combine ("Event") as provided in the Funding Application attached to this Agreement as Exhibit "A" and made a part hereof. 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.

GRANTEE RESPONSIBILITIES

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

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

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

REPORTS

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

TERM OF AGREEMENT

This Agreement is effective on the date of execution by the COUNTY and shall remain in effect until September 30, 2025.

NOTICE

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

COMPENSATION

1. The COUNTY agrees to reimburse the GRANTEE in an amount up to Seven Thousand Forty-Five Dollars ($7,045.00) for the 2025 Excel Speed Combine with room verifications required for the entirety of the awarded amount, from Cost Center 5305, the Marketing and Promotion Fund for providing the services described in attached Exhibit "A". The GRANTEE shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The GRANTEE and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. This Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the funding as set forth herein. The COUNTY shall provide notice to the GRANTEE if it decides for any reason or no reason in its sole discretion, not to provide funding for this Agreement in its annual budget.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

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

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

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

4. If the GRANTEE fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Agreement by written notice, specifying the

effective time/date.

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

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

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

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

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

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

11. The COUNTY reserves the right to unilaterally cancel this Agreement for refusal by the GRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the GRANTEE in conjunction with this Agreement.

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

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

age or national origin.

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE 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.

FOREIGN COUNTRY OF CONCERN

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

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

FORCED LABOR OR HUMAN TRAFFICKING

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

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

INSURANCE

The GRANTEE 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 LIABILITY: Combined Single Limit: One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

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

3. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the Work described herein in compliance with Florida law and Federal law.

The policy must include Employer Liability coverage with limits not less than $1,000,000.00 each occurrence $1,000,000.00 each employee, and $500,000.00 policy limit for disease.

For every insurance policy required hereunder, the GRANTEE 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 GRANTEE;
2. The specified name of the Event;
3. "HIGHLANDS COUNTY" as Additional Insured;
4. Recognition of the Indemnification requirements of this Agreement;
5. The name of the Insurer;
6. The number of the Policy;
7. The effective date;
8. The termination date; and
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

B. GRANTEE 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 Agreement term and following completion of the Agreement if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public

records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE 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.

ENTIRE AGREEMENT

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

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the date of execution by the COUNTY.

HIGHLANDS COUNTY

Arlene Tuck, Chair

DATE:

ATTEST:

Jerome Kaszubowski, Clerk

LOMO 12 ENTERPRISE LLC d/b/a EXCEL SPEED 12

Lorenza Wood, MGR

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of _____, as _____, of Lorenza Wood, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced Personally Known as identification, and who did/did not take an oath this 9 day of June, 2025.

(stamp)

NOTARY PUBLIC, State of Florida

JONATHAN MIERES
MY COMMISSION # HH272902
EXPIRES: June 06, 2026

Sports Event Grant Funding Program

Guidelines & Application

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners.
Approved by TDC on August 10, 2023
Approved by the Highlands County Board of County Commissioners
on September 19, 2023, through Resolution No.: 22-23-186

SPORTS EVENT GUIDELINES

Funding is available for major Sports Events staged in Highlands County by organizations that attract large numbers of visitors from outside Highlands County. Such an Event must generate a **minimum of 100 TOTAL room nights** to be considered for funding. An example would be a state, regional, national, or international sporting event.

Consideration for funding is determined by the number of room nights and the overall economic impact the Event will bring to Highlands County. The funding level will be determined strictly based on $20 per each verified room night that the Event brought to Highlands County lodging partners.

Sports Event Criteria

For Sporting Events staged in Sebring/Highlands County April-December that attract overnight visitors in Highlands County - grant program requirements include:

1. Room night minimum: At least 100 verified room nights.
2. Funding is not intended to support administrative costs. Funding is intended to support marketing and promotional efforts, venue/site rentals and costs, bid fees, etc.
3. The Visit Sebring logo block must appear prominently in all advertising and publicity (written or electronic) for the Event.
4. Hotels/accommodations secured for the Event must be located within Highlands County.
5. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check or credit card receipt. Cash receipts will not be accepted for reimbursements.
6. The TDC will only pay the agreed upon facility fees directly to the Applicant upon submission of the receipt showing payment in full.
7. To be eligible for payment, Applicant must timely submit completed, signed, and verified Room Block Report(s)/Room Night Certification Form(s). Failure to submit completed Room Block Report (s)/Room Night Certification Form(s) will result in disqualification for support. Applicant must provide the written report including documentation of the actual room nights generated in comparison to the initial room night guarantee indicated in the application not more than 60 days after the Event/Project concludes. It is the responsibility of Applicant to provide proof of room

nights generated. This is not the responsibility of Visit Sebring. Visit Sebring staff may confirm accuracy of the Room Night Verification Form at staff discretion. Any funds granted will be subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative the County may designate.

8. To qualify for reimbursement, Applicant must provide proof of liability and/or medical insurance from the host organization. A Commercial General Liability Insurance Policy should be obtained for the Event of $500,000 / $1,000,000 limits, or in an amount as otherwise required by Highlands County, with the "Highlands County, a political subdivision of the State of Florida, its officials, employees and volunteers" being named as an additional insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days, as well.

9. The TDC may lend assistance or administer funds approved in the form of advertising, public relations, promotions, or marketing programs through an outside vendor on behalf of Applicant.

10. Recognition of Visit Sebring must be included where appropriate on all marketing materials, on Applicant's website & referred to in public relations activities. All printed materials with the Visit Sebring logo must be presented with the reimbursement request.

11. Upon approval of funds, Applicant must provide at least four (4) media passes for use by TDC staff to attend and cover the Event for the TDC's marketing and public relations purposes.

12. Applicant is to have only one designated contact (Designee) for the duration of the Sports Event Funding process. Designee is responsible for turning in all application documents, as well as follow up paperwork needed prior to the Event/Project. Additionally, Designee will be responsible for executing the funding contract and providing a W-9 for Applicant. Funds will be released only to Designee upon completion of post-Event/Project documentation and room night certification. Should Designee change at any point during the process, written notification to the TDC office is required. Failure to provide notification will adversely affect funding.

13. If any details (date, time, name of event, etc.) change prior to the Event execution, a letter must be sent to the TDC office regarding the changes. Date changes require a vote by the TDC and Amendment to Grant Agreement and must be submitted 90 days prior to the originally approved date or new date (whichever is first).

14. By submission of an application, the Applicant grants Highlands County and all of its employees, officers, contractors, subcontractors, volunteers, and agents (collectively referred to in this paragraph as "Highlands County representatives"), the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or made in relation to the Event, including those of Applicant's employees, volunteers, invitees, and those that contain Applicant's name, artwork, logo or trademark, for use by Highlands County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Applicant affirms that Applicant is the legal owner of any artwork, logo or trademark used by Applicant and acknowledges that Highlands County is relying on this representation and to the extent there is any claim by any third party against Highlands County or its representatives, Applicant will indemnify and hold Highlands County and its representatives harmless as to any such claim or damages arising from such claim. Applicant is required to grant Highlands County permission for the photographs, digital images, video, or recordings to be used in their entirety and/or edited versions as deemed necessary by Highlands County. Applicant accepts and understands those items will become the property of Highlands County and all rights to inspect or approve those items, as well as any royalties or other such compensation are waived. Applicant further grants Highlands County permission to use the photographs, digital images, videos, or recordings at any time in the future without provision of notice. Highlands County's use may include use for trade, commercial and advertising purposes, to promote the product or service of Highlands County, and to simply report happenings in Highlands County, and may include the use of items on Highlands County websites. Applicant shall inform its invitees of Highlands County's intentions and rights as described in this paragraph and obtain executed Release and Waivers from the Applicant's invitees, as a requirement to participate in the Event.

SPORTS EVENT FUNDING REQUEST LEVELS

There is a maximum funding level of $20,000. The guaranteed number of room nights stated by the Applicant does not guarantee the level of funding at which the Event may be approved. The final funding recommendation will be based on the TDC's sole and absolute discretion. The TDC has the right to place the application at a lower funding level with providing justification for its decision. All requests will be submitted as a recommendation by the TDC to the Highlands County Board of County Commissioners which makes the final decision.

Exceptions for extraordinary circumstances

While it is not possible to legislate for the unknown, it is possible to identify and anticipate the potential for exceptional circumstances. The TDC may recommend increasing funding in extraordinary circumstances. These extraordinary circumstances will be reviewed on a case-by-case basis for consideration and recommendation to the Highlands County Board of County Commissioners for final approval.

The TDC will reimburse for actual, verified room nights only. For example:

If the TDC approved a grant for $20,000 for an event that guaranteed 1,000 room nights and the event actually only generated 700 total room nights, the TDC would determine the total percentage of what was produced based upon what was guaranteed by taking 700/1000= 70%. The maximum total amount awarded in this case based upon the % formula would be 70% of $20,000 which equals $14,000.

ELIGIBLE USE OF FUNDS

The following is a list of how Tourist Development Funds are to be used to promote tourism for Highlands County.

1. Out-of-County Advertising Expenses

Advertising and publicity outside Highlands County to increase participation, attendance and awareness of the Event and generate hotel room nights. The Visit Sebring logo must appear in or with the ad, which must be pre-approved by TDC staff. Advertising examples include:

- Digital Online Advertising: geofencing, social media, retargeting, SEO/SEM, display ads, targeted email campaigns, digital content creation via online storytelling, etc.
- Print: advertising, direct mail, flyers/posters, etc.
- Radio & TV Advertisements placed outside Highlands County
- Public Relations/Media Events
- Targeted Audience Outreach, such as trade show booth rental

2. Promotional Items/Shirts

Must be tied to a direct "experience" with the event (i.e. themed reception, activity, etc.) and the Visit Sebring logo must be included on the shirt or promotional item, and the item with logo must be pre-approved by TDC staff before they qualify for reimbursement. Please consult TDC staff regarding any direct experience ideas.

3. Hosting, Bid, Facility or Event Fees

- Bid or Hosting Fee (Must be considered an authorized use as determined by the Florida Statute 125.0104).
- Facility fees - for Events taking place at Highlands County sports facilities, including MOT fees.
- Necessary event-related operational expenses, as approved per Florida Statute 125.0104 and indicated in the final motion to approve funding.

4. Trophies, Plaques, and Non-Monetary Awards

Items must include Visit Sebring's logo in the design, and be pre-approved by the TDC staff before they qualify for reimbursement. Items will only be funded with a robust marketing plan as generating attendance.

5. Field/Facility Related Expenses

Must be outlined in grant application and will be approved at the discretion of the TDC.

INELIGIBLE USES OF FUNDS:

1. Prize money, scholarships, monetary awards
2. Shirts that are not pre-approved by TDC staff and/or do not include the Visit Sebring logo
3. Any and all travel expenses (includes, but is not limited to, mileage reimbursement, car rental fees, airline tickets, hotel/accommodations, food, luggage fees, etc.)
4. Private entertainment, food, beverages, or any type of concession
5. Annual operating expenditures not directly related to the Event/Project
6. Legal, medical, security, engineering, accounting, auditing, planning, feasibility studies or other consulting services
7. Employee salaries
8. Real property or capital improvements to facilities
9. Tangible personal property including but not limited to office furnishings or equipment
10. Interest or reduction of deficits and loans
11. Expenses incurred or obligated prior to or after the grant Event period
12. Advertising/promotional materials distributed in Highlands County, during or after the Event
13. Receptions or social functions other than those specifically designed for pre-event media promotional purposes
14. Sales tax
15. Website design
16. Ongoing or annual facility maintenance
17. Any use not authorized as determined by the Florida State Statute 125.0104

AUTHORIZATION HISTORY:

Created pursuant to Highlands County Ordinance 17-18-13 and operates in accordance with Florida Statute 125.0104, The **Highlands County Tourist Development Council (TDC)** is a nine-member advisory board to the Highlands County Board of County Commissioners. The TDC (also known as **Visit Sebring**) administers funds collected from the County's 5% Tourist Development Tax (TDT) levied on occupied transient lodging sales, i.e. hotels/motels, campgrounds, and other short-term lodging rentals. The TDT Revenues are designated to promote Sebring/Highlands County as a preferred visitor destination and assist with increasing tourism to the county in the non-peak tourism months.

Uses of the Tourist Development Tax are restricted by Florida Statute and County Ordinance. Simply put, the TDC's Grant Program is permitted only as a means of advertising and promoting tourism. **Therefore, events funded through this program must demonstrate the intent and effect of attracting visitors to Highlands County**.

Event Grant Funding Program

Visit Sebring leads and supports the Highlands County tourism industry by providing innovative marketing programs and promotions to ensure the continued growth of tourism and travel from visitors. The purpose of the Sports Event Grant Program is to position Highlands County as a must-experience sports destination in Florida through quality events and initiatives. The TDC recognizes sports as a major contributor to the overall tourism economy. In order to assist sports-related tourism events, the TDC has guidelines for sporting events seeking funding.

All requests for funds from organizers (Applicants) seeking to host an Event must be reviewed and approved by TDC Staff, the TDC and the Highlands County Board of County Commissioners (BOCC). Funds that will be submitted for TDC reimbursement cannot be spent until final approval by BOCC has been granted and contract with County has been fully executed. Once a funding amount has been approved, funds will not be disbursed until after the Event has been completed and both a post-event economic impact report and the final Room Night Verification Form(s) have been produced and timely submitted to the TDC for review.

APPLICATION DEADLINE AND GUIDELINES:

Applications will be reviewed quarterly at TDC meetings as outlined in the schedule below. Applications are due no later than the deadlines listed herein. If the deadline falls on a weekend or holiday, then the applications are **due the last County business day prior to the posted deadline**. One application will be accepted per Event/Project. The application **must be completely filled out**. Not Applicable or N/A should be marked if needed. **To be considered for the maximum award available, applications shall be submitted at a MINIMUM of six (6) months prior to the Event/Project start date.** Exceptions can be made for tournaments with late notice by host organization.

The TDC Staff and TDC will review funding for Sports Event Funding Requests as outlined on the next page:

Submittal & Meeting Schedule for Sports Event Funding

Grant Application Submittal Deadline	TDC Meeting*
October 10	Last Thursday in October
January 10	Last Thursday in January
April 10	Last Thursday in April
July 30	Second Thursday in August

ALL FUNDING RECOMMENDATIONS REQUIRE FINAL APPROVAL BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS **Dates are subject to change*

You may e-mail, mail or hand deliver the **ORIGINAL** application to:
Highlands County Tourist Development Council (TDC)
Attn: Reagan Fultz
501 S. Commerce Ave.
Sebring, FL 33870
RFultz@highlandsfl.gov
(863) 402-6909

REIMBURSEMENT/ACCOUNTABILITY:

1. Within 60 days after the completion of the Event/Project, Applicant must submit the following:
    a. Completed Post Event Report (Page 9-10)
    b. Room Night Verification Forms (Page 8) reporting all room nights generated by the event. This includes all staff, competitors, volunteers, spectators, officials, etc. that stayed in paid accommodations, verified directly by a hotel, motel, or vacation rental.
    c. Invoice from Grantee to Visit Sebring / Highlands County for reimbursement of TDC/BCC approved funds (addressed to Visit Sebring / Highlands County Tourist Development Council).
    d. Collateral supporting the expenses grantee is requesting reimbursed (Vendor receipt(s); or Invoices/Orders with proof of payment in form of front and back copy of cleared check, online payment confirmation, credit card receipt or bank statement). Please refer to Eligible/Ineligible Use of Funds from grant application.
    e. Copies/samples of advertising or promotional materials TDC funds are reimbursing expenses for, and proof of Visit Sebring logo included in said advertising or promotional item.
2. If original award amount must be prorated due to the actual room nights being less than the guaranteed room nights, an updated invoice will be required with the new award amount.
3. The TDC will conduct audits to promote accuracy of attendance and room nights reported in Post Event Report.
4. Incomplete reports will not be considered. A request for an extension of the 60-day deadline will require approval from the part of the Tourist Development Council.

ROOM NIGHT TRACKING:

In order to assess the impact of each Event on the Sebring/Highlands County transient lodging industry, the TDC requires the tracking of the number of overnight visitors attending the Event/Project.

Applicant will be required to provide all Highlands County based accommodations where attendees may be staying with room night certification forms and submit the **Room Night Certification Form** (page 8) to the TDC at the conclusion of the Event. Applicant is strongly encouraged to conduct their own room night surveys to verify room nights and hotels in order to complete the **Room Night Certification Form** for back up documentation should there be any discrepancies in determining the total number of room nights generated from the event. All documents verifying room nights must be signed by an authorized representative of the lodging partner.

NOTE: *For the purpose of calculating creditable overnight stays, only rooms subject to Tourist Development Tax shall be included, i.e., rooms exempt from payment of tax or provided on a complimentary (free of charge) basis shall be excluded from the calculation.*

Following the Event, the TDC reserves the right to conduct an audit of information presented for each funded Event. All lodging accommodations listed may be contacted to confirm the number of room nights generated for the Event/Project. **PLEASE NOTE THAT ANY MISLEADING OR FALSE INFORMATION PRESENTED CAN AND WILL ADVERSELY AFFECT CURRENT AND FUTURE FUNDING AWARDS**. Not tracking your rooms and/or visitors could void your post-event funding.

CONCLUSION:

Applicants are encouraged to not contact members of the TDC, Board of County Commissioners or non-TDC County staff in order to provide a fair and equitable process of consideration of each applicant. Applicant may make contact with TDC staff to address any concerns or deliver updates. Additionally, the Event director, fiscal administrator or other contact person may be called upon by TDC staff at any time during the review process.

TDC meetings are held (unless otherwise noticed) on the last Thursday of October, January, April and, and the second Thursday of August. Applicant is required to attend the TDC meeting (either in person or via phone) for which the Event application is scheduled for review. This will be the only opportunity to speak directly to the TDC in regard to the Event application.

Highlands County Tourist Development Council
Room Night Certification Form

A form should be completed by <u>each</u> accommodation that housed event attendees/staff.
Due to the TDC office no later than 60 days after the end of event.

Attention: Hotel Representative / Contact

The Event, _____, was awarded Funding through the Highlands County Tourist Development Council (TDC) to assist in the advancement of bringing additional economic impact through tourism into our community. The purpose of this form is to certify the number of room nights in Highlands County that were attributable to the Event.

Name of Hotel/Accommodation: _____

Contact Person: _____

Telephone: _____ **Email:** _____

TRACKED ROOM NIGHTS							
EVENT NAME							
DATE (s)							
PAID ROOM NIGHTS							
COMP ROOM NIGHTS							

Hotel Contact Signature: _____

The TDC thanks you for your help and partnership in making Highlands County a choice destination!

GRANT APPLICANT: I certify that Event listed above consumed the reported room nights.

Name of Applicant: _____

Signature: _____ **Title:**_____

The TDC reserves the right to unilaterally reduce the maximum amount of reimbursement if Applicant's room night guarantee is not satisfied or documented with this Room Night Certification Form. This SIGNED form must be completed and returned before final payment is delivered to Applicant.

EXHIBIT "A"

Highlands County Tourist Development Council
Post Event Report

Due to the TDC office no later than 60 days after the end of event.

Event Name: _____ **Event Date(s)**: _____

Event Organizer: _____

1. To the best of your knowledge, please fill in the following with estimates for the number of room nights and attendees resulting from your event:

Total Paid Room Nights: _____

Attendee Origin & Type

	From Out of State	Overnight, From Florida	Day Trip/In State	Average # of Nights Stay
Participant/Coach/Official				
Spectators				
Media				
Totals:				

2. Were there any extenuating circumstances that lead to actual attendance or room night generation falling below projections? If yes, what were those circumstances:

_____

_____

3. Did your event garner any media coverage? If yes, please describe in detail.

_____

_____

_____

4. Was your event a room night generating event? If yes, please submit completed "Room Night Certification Form(s)", found on page 8 of the grant application. One (1) form must be submitted for each participating hotel/accommodation.

Note: If any attendees stayed in Airbnb/VRBO/Short Term Rentals, please complete a form for those as well, with explanation of how you confirmed those numbers.

Event Organizer Signature: _____ Date: _____

Please submit this completed report within 60 days following your event. To review additional items required to be submitted for reimbursement process, see page 6-7 of Grant Application.

APPLICATION

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

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

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed marketing plan for the Event

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

HIGHLANDS COUNTY TDC SPORTS EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $ 10,000

I. General Information

1. Name of Applicant: Lo Wood
2. Name of Event: Excel Speed Combine
3. Contact person: Lo Wood
4. Contact person e-mail: excelspeed12@gmail.com
5. Complete address of Applicant: 700 Good Homes Road, Orlando, FL 32818
   Cell phone: 407-466-5637
6. Applicant's Chief Official/Tournament Director: Lo Wood
   Title: Owner
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? Yes (No)
   a. If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: $ 10,000
9. Intended use of funds *(Refer to page 7 – Eligible and Ineligible Uses of Funds)*:
   Facility rental fees, camp shirts, camp MVP trophies, advertising across North Florida, South Florida and Georgia

II. Details about Applicant (describe your business or organization):

We run football camps with elite coaches advertised to elite players. We have verified times, which are difficult for college coaches to come across AND trust so we are able to sell a recruiting opportunity. There is a high chance you will see future Division 1 and NFL players participating in Sebring, Florida.

III. Schedule of Event/Project:

7 AM to 11 AM: Middle School Camp.
12 PM to 4 PM: High School Camp.

Registration opens a half hour before each camp begins. Clean up will take approximately a half hour post-event

IV. Event/Project Specific Information

1. Event/Project name: Excel Speed: Sebring
2. Type of event or project: Football Camp
3. Dates of Event/Project: June 28, 2025
4. Location of Event/Project: Highlands County Sports Complex
5. Number of days: 1 Hours: 9

6. Projected number of participants, coaches, officials:
   Overnight, out of state: 10 Overnight, in-state: 150 Day Trip: 40
7. Projected number of spectators per day:
   Overnight, out of state: 25 Overnight, in-state: 375 Day Trip: 100
8. Projected number of media, staff, officials:
   Overnight, out of state: Overnight, in-state: 12 Day Trip:
9. Event/Project promoter (if other than Applicant):
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

10. Is this an elimination tournament (circle one) Yes or No

11. Admission Price (if applicable): $100 camp cost

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? *(This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.)* **Number of Room Nights:** 100

13. How will you verify room nights? Our registration form and following up with the individual hotels

14. Provide the previous year's event information, (if applicable):

    Previous Event or Project:
    Date:
    Location:
    Total Room Nights:
    Contact Name/Phone:
    Funding amount awarded:
    Economic Impact:

EVENT BUDGET SUMMARY

EVENT INCOME

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

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Registration Fees	$20,000
Shock Doctor Sponsorship	$2,000
Visit Sebring/TDC Funding Request	$ 10,000
TOTAL INCOME ALL SOURCES	$ 32,000

EVENT EXPENSES

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

Expense Type (Event Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
T shirt order	$2,500
Online registration platform	$500
Out-of-county marketing expenses	$1,000
Field rental	$1,045
Travel to cities outside Highlands County for camp awareness	$1,000
Coach hotel rooms	$1,200
Coach payments	$4,000
Awards	$200
Signage (with Visit Sebring)	$800
	$
TOTAL EVENT EXPENSES	$ 12,245

Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Marketing for non-Highlands County camp recruitment	$2,000
T-Shirt Order	$2,500
Online Registration Platform	$500
Field Rental	$1,045
Awards/signage	$1,000
TOTAL TDC EXPENSES	$ 7,045

Grant Application Checklist

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

Initials

LW This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: 6/28/2025
Date of Application: 4/25/2025

LW I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on 8/27/2025 (date 60 days after event ends).

LW I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 5/2/2025. (date one week after the application is submitted to and accepted by the Tourism Office)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LW I acknowledge that any material made or received by Highlands County in connection with my request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not

subject to disclosure. I acknowledge that I cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

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

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

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

Authorized Agent: Lo Wood

Title: President/CEO *Date:* 4/21/2025

Authorized Agent Signature: Lo Wood

CERTIFICATION OF APPLICANT

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

Applicant Name: Lorenza Wood

Date: 4-24-2025

By: Lorenza Wood
(Signature)

Its: Manager/Product
(Title)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 24 day of April, 2025 by AC (name) as Pdt (title) for Lorenzo Wood (applicant, name of party on behalf of whom instrument was executed).

(NOTARY SEAL)

ALICIA CABAN SERRANO
MY COMMISSION # HH 592819
EXPIRES: September 13, 2028

Alicia Caban Serrano
(Signature of Notary Public-State of Florida)

Alicia Caban Serrano
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced

DL W300423705320

STATEMENT OF ISSUE

The Tourist Development Council (TDC), at the regular meeting on May 1, 2025, recommended reimbursing Lomo 12 Enterprise LLC d/b/a Excel Speed 12 (Grantee) for the 2025 Excel Speed Combine held in Highlands County.

The Grantee requested up to $10,000.00 in funding from the TDC, but in their application named only $7,045.00 worth of expenses. Therefore, the TDC recommends reimbursing up to a total of $7,045.00 for the event, with the entirety of that amount being based on room nights generated by the event at $20/per verified room night.

This grant will be to cover eligible costs associated with facility rental, marketing, online registration portal for event, and awards, signage and T-Shirts featuring Visit Sebring logo in staff approved designs, and approved reimbursable items under the Sports Event Grant guidelines for the 2025 Excel Speed Combine.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Sherry G. Sutphen, County Attorney Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of the Interlocal Agreement between Highlands County and the Highlands County Sheriff.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the Highlands County Sheriff.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Interlocal Agreement Signed by Sheriff.pdf
Attachments: HCSO Grant Interlocal Agenda Memo (2025.06.12).pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY
AND THE HIGHLANDS COUNTY SHERIFF

This Interlocal Agreement (hereinafter referred to as "Agreement") is made by and between Highlands County, Florida, a political subdivision of the State of Florida ("COUNTY"), 600 S. Commerce Ave., Sebring, FL 33870 and the Highlands County Sheriff, a constitutional officer of the State of Florida ("SHERIFF"), 400 S. Eucalyptus St., Sebring, FL 33870.

WITNESSETH:

WHEREAS, COUNTY acknowledges the importance of grants to assist with development of programs and to provide much needed services that otherwise would not be available without the funding awarded by said grants; and

WHEREAS, State government, Federal government, local government, and other parties (collectively hereinafter referred to as "GRANTOR") will sometimes solicit and/or award grants that are to be utilized by the SHERIFF, but identify the COUNTY as the only eligible applicant for said grants (hereinafter referred to as "Sheriff Grants"); and

WHEREAS, the COUNTY and SHERIFF have determined that it is in their mutual best interest of Highlands County to enter into a Interlocal Agreement, pursuant to Florida Statutes, Section 163.01, for the purposes set forth herein.

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

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

2. **Term.** This Agreement shall take effect immediately upon execution by the last party hereto and shall remain in effect until terminated. Either party may terminate this Agreement upon written notice to the other party delivered before the end of August each calendar year. If no termination notice is given, this Agreement shall continue until terminated.

3. **COUNTY Responsibilities.**
   a. The COUNTY agrees to execute those applications for Sheriff Grants which are requested and completed by the SHERIFF, and in the case of an award of any such Sheriff Grant, so long as the SHERIFF has acknowledged the requirements of the agreement and indicated approval of the terms and conditions of the same, the COUNTY will execute the associated agreement for the COUNTY to receive the grant funds as the pass-through entity on behalf of the SHERIFF ("Grant Funds").
   b. Once the Grant Funds have been received, the COUNTY will be transfer the control, care, and supervision of the same to the SHERIFF for complete handling in accordance with the associated grant agreement.

4. **SHERIFF Representations and Responsibilities.**

a. SHERIFF will fully review and approve the terms and conditions of all Sheriff Grant awards and/or agreements, and all local conditions, federal laws, state laws, local laws, and all other ordinances, rules, and regulations that in any manner may affect SHERIFF's performance under this Agreement and any Sheriff Grant award and/or associated agreement.

b. SHERIFF acknowledges and agrees that the COUNTY is not responsible for supplementing the funds for any grant that is not awarded to the COUNTY on behalf of the SHERIFF pursuant to this Agreement.

c. SHERIFF shall maintain a financial management system and financial records, and shall administer Grant Funds received pursuant to the terms of each respective Sheriff Grant award and/or associated agreement, and in accordance with all applicable federal, state, and local requirements. SHERIFF shall adopt such additional financial management procedures as may from time to time be prescribed by GRANTOR, COUNTY, any applicable law, regulation, or guideline of any federal and state government, or any other funding source of the particular Grant Funds. SHERIFF shall maintain detailed, itemized documentation and records of all expenditures of Grant Funds pursuant to the terms of each respective Sheriff Grant award and/or associated agreement.

d. SHERIFF shall cooperate fully with any reviews or audits of the activities under any Sheriff Grant award and/or associated agreement by authorized representatives of the COUNTY or the GRANTOR and SHERIFF agrees to ensure to the extent possible the cooperation of its agents and employees in any such reviews and audits. This provision shall survive the expiration or termination of each respective Sheriff Grant award and/or associated agreement.

5. **Notice and Representatives.** The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to COUNTY and SHERIFF. All notices required and/or made pursuant to this Agreement to be given to COUNTY or SHERIFF shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Notice to County:	Highlands County Attention: County Administrator 600 N. Commerce Avenue Sebring, Florida 33870
With copy to:	Highlands County Attorney 600 N. Commerce Avenue Sebring, Florida 33870
Notice to Sheriff:	Sheriff Paul Blackman 400 S. Eucalyptus Street Sebring, Florida 33870

With Copy to: Sheriff General Counsel
400 S. Eucalyptus Street
Sebring, Florida 33870

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

7. **Entire Agreement and Modification.** This document contains the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements, statements, promises, understandings or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding, or have any force or affect whatsoever on this Agreement or the parties hereto. This Agreement may not be modified except by written agreement signed by both parties. In the event of a conflict between the covenants, terms, and/or provisions of the latest executed instrument shall take precedence.

8. **No Assignment.** SHERIFF may not subcontract nor assign SHERIFF's rights, including the right to payments, or any other rights or duties arising hereunder, without the prior written consent of the COUNTY.

9. **No Third-Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assigns. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

10. **Non-Waiver.** Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or failure to exercise any right of option herein contained, shall not be construed as a future waiver or relinquishment of any such covenant, term, provision, condition, or right of election, and does not limit the other party's right to enforce such term, provision, or condition, or to pursue any available legal or equitable rights in the event of any subsequent default or breach of that covenant, term, provision, condition, or right of election.

11. **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.

12. **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.

13. **Governing Law, Venue, and 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, or the appropriate Federal Court. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

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

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

HIGHLANDS COUNTY

By: _____
Arlene Tuck, Chairperson

Dated: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

SHERIFF

By: _____
Paul Blackman, Sheriff

Dated: June 03rd, 2025

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: Sherry G. Sutphen, County Attorney Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of the Interlocal Agreement between Highlands County and the Highlands County Sheriff.

STATEMENT OF ISSUE

There are certain grants where the awarded funds are utilized by the Sheriff's Office, but the County is the only eligible applicant for the grant. The attached proposed Interlocal Agreement memorializes the responsibilities of both parties, where the County serves as the applicant and pass-through entity for the grant funds and the Sheriff's Office is responsible for complying with all requirements of the grant.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the Highlands County Sheriff.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Interlocal Agreement Signed by Sheriff.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Robert A. Diefendorf, Jr. E.I., Project Engineer**

SUBJECT/TITLE: **Request approval of Amendment 4 to Agreement between Highlands County and Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Amendment 4 to the Agreement between Highlands County and Comanco Environmental Corporation for construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion.

FISCAL IMPACT

There is an increase of $9,300.00 to the contract in Fund 401 (Solid Waste) but no change to the overall Project No. 21078 and FY 24/25 project budget.

Attachments: Statement of Issue 1219-2024.pdf
Attachments: COMANCO Amendment 4 SGS Executed.pdf

Statement of Issue 1219-2024

Attached for your review and approval is Amendment 4 to the Agreement between Highlands County and Comanco Environmental Corporation ("Contactor") related to the construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion Project ("Project") in the total additive amount of $9,300.00 to the project.

The Amendment 4 to the Agreement involves unforeseen work related to stopping leachate seepage from existing Cell 3 into the newly constructed Cell 5. During construction of the Project, it was determined that a liner flap must be installed along the tie in berm between Cell 3 and Cell 5, in order to stop leachate seepage from Cell 3 into the newly constructed Cell 5 until the Project is complete and Cell 5 is operational. Installation of the liner flap will require additional time in the amount of fifteen (15) calendar days to be added to the project.

Due to the familiarity with the Project, the contractor is best situated to complete the line flap installation work as part of completing the Project.

The Board Attorney has reviewed and approved Amendment 4.

AMENDMENT 4 TO AGREEMENT

THIS AMENDMENT 4 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 COMANCO Environmental Corporation ("Contractor"), and shall modify the terms and conditions of that Agreement between the parties approved by the County on June 18, 2024, Amendment 1 thereto approved on September 17, 2024, Amendment 2 thereto approved on November 19, 2024, and Amendment 3 thereto approved on March 18, 2025 (collectively referred to as "Agreement").

WITNESSETH:

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the Highlands County Solid Waste Management Center Class I, Cell 5 Landfill Expansion ("Project"); and

WHEREAS, during construction of the Project, it was determined that a liner flap must be installed along the tie-in berm between Cell 3 and Cell 5, in order to stop leachate seepage from Cell 3 into the newly constructed Cell 5, until the Project is complete and Cell 5 is operational; and

WHEREAS, installation of the liner flap will require additional time to be added for completion of the Project; and

WHEREAS, due to its familiarity with the Project, the Contractor is best situated to complete the liner flap installation work as part of completing the remainder of the Project; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to include the liner flap installation work as part of the Project.

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

1. Article 1, Section 1.03 13, Project, and Article 4.00, Contract Sum, are hereby amended to include the liner flap installation work along the tie-in berm between Cell 3 and Cell 5 as follows:

Item	Description	Quantity	Unit	Unit Price	Total
1	Cell 3-5 HDPE Liner Flap Installation	1	LS	$17,750.00	$17,750.00
2	Cell 3-5 HDPE Liner Flap Sand Grading	1	LS	$11,550.00	$11,550.00
3	Earthwork – Excavate Borrow Area and Stockpile Credit	-$5,000	CY	$4.00	-$20,000.00
				TOTAL	**$9,300.00**

2. Article 3.00, Section 3.01, Duration Days, is hereby amended to include fifteen (15) additional calendar days in order to complete the liner flap installation work set forth herein. Substantial Completion shall now be achieved not later than three hundred fifteen (315) consecutive calendar days after the Specified Date of Commencement.

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 4 and the Agreement between the parties, this Amendment 4 shall prevail.

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

COMANCO ENVIRONMENTAL CORPORATION

_____
Print: Daniel McRae
Title: VP of Construction

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Dan McRae, as Vice President of Const., of COMANCO Environmental Corporation, 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 28th day of May, 2025.

(stamp)

CAROL SABINE
MY COMMISSION # HH193004
EXPIRES: October 31, 2025

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 6/17/2025

PRESENTER:

SUBJECT/TITLE: **Request approval of the May 20, 2025, Regular Minutes of the Board and the Special Workshop.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the May 20, 2025, Regular Minutes of the Board and the Special Workshop.

FISCAL IMPACT

Attachments: 052025REG.pdf
Attachments: 052025Workshop.pdf

REGULAR MEETING OF THE BOARD, MAY 20, 2025

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

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

Also, present: Laurie Hurner, County Administrator; J.D. Langford, Assistant County Administrator; Sherry G. Sutphen, County Attorney; Sally B. Hood, Clerk of Courts Accounting Director; and Savannah R. Demeri, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Ed Sager, with the Highlands Grace Reformed Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Pete Ruiz, U.S. Army, American Legion Post 25, Lake Placid.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a regular meeting on Tuesday, May 20, 2025, at 3:00 p.m. at the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd. Sebring, FL.

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, May 21, 2025, at 10:30 a.m. at the Lake Placid Memorial Library, 205 W. Interlake Blvd, Lake Placid, FL.

The Highlands County Insurance Committee will hold a regular meeting on Thursday, May 22, 2025, at 10:00 a.m. in the Board Room, 600 S. Commerce Ave. Sebring, FL.

The Highlands County Hospital District Board will hold a regular meeting at 1:30 p.m. on Thursday, May 22, 2025, in the Board Room, 600 S. Commerce Ave. Sebring, FL.

Road & Bridge will hold a public meeting to discuss the active maintenance & construction opportunities for Longwood Rd. and Shortwood Rd. at 6:00 p.m., on Monday, June 2, 2025, in the Board Room, 600 S. Commerce Ave. Sebring, FL.

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:
No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Recognition of Highlands County Fire Rescue Battalion Chief Jason "Luke" Andrews on his retirement. "Luke" has served Highlands County for over 30 years.

Kelly Duppenthaler, Fire Chief, recognized Luke Andrews as he retires from his position with the Highlands County Fire Department. ***See SMB 157 Page 78.***

B. Presentation of Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2025 (as of March 31, 2025)

Jackie Gabrus, Clerk of Courts Accounting Manager, presented the Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2025 (as of March 31, 2025). ***See SMB 157 Page 79.***

7. PUBLIC COMMENT

Chairman Tuck announced she intends to move the public comment portion of the agenda to after the consent agenda.

Ron Myrnes requested an update regarding the addition of signage on Sparrow Avenue.

8. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda as presented with the removal of item 8P and the addition of item 8V. Commissioner Elwell seconded the motion.

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

A. Request approval of the Interlocal Agreement between Highlands County and the City of Avon Park retroactive to October 1, 2024. *See City of Avon Park file.*

B. Request approval of the Interlocal Agreement between Highlands County and the Sun 'N Lake Improvement District retroactive to October 1, 2024. *See Sun'N Lake Improvement District file.*

C. Request adoption of Resolution 24-25-096 approving the Highlands County Investment Policy. *See Policy file & Res. Book 38 Page 14.*

D. Request adoption of Resolution 24-25-099 for Budget Amendment 24-25-069 to transfer funds from Jail Kitchen Hood project # 21029 to Jail Chiller Replacement project # 22069. *See SMB 157 Page 80 & Res. Book 38 Page 15.*

E. Request adoption of Resolution 24 -25-079 to approve a Local Agency Program (LAP) Agreement for the design of a 5-foot -wide sidewalk on the North side of E O Douglas Ave. from MLK Jr Blvd. to School St., and request adoption of Resolution 24-25-080 for Budget Amendment 24-25-055 to appropriate funds to Project 24036 - EO Douglas 5-foot-wide sidewalk. *See FDOT file & Res. Book 38 Pages 16 & 17.*

F. Request approval of the agreement with Ring Power Inc. and Highlands County. Robert Williams, Facilities Operations Manager. *See Ring Power Inc. file.*

G. Request approval of the minutes from the February 18, 2025, and March 4, 2025, Regular Meeting of the Board, and the March 4, 2025, Workshop. *See Clerk of Courts Website.*

H. Request approval of March 18, 2025, Regular Meeting Minutes of the Board. *See Clerk of Courts Website.*

I. Request approval of the minutes from the April 1, 2025, Regular Meeting of the Board, the April 1, 2025, Workshop of the Board, the April 15, 2025, Regular Meeting of the Board, and the May 6, 2025, Regular Meeting of the Board. *See Clerk of Courts Website.*

J. Request adoption of Resolution 24- 25-100 for Budget Amendment 24 -25-071 to appropriate Robert and Janet Trust donation to the Highlands County Fire Rescue Emergency Medical Services for the purchase of two (2) Lucas devices. *See SMB 157 Page 81 & Res. Book 38 Page 18.*

K. Request approval of changes to Job Descriptions to realign duties into a unified roles and to consolidate the current Emergency Management Planning Coordinator, Emergency Management Coordinator, and restructured Deputy Emergency Manager position into a single unified job classification titled "Emergency Management Coordinator". This role will be staffed by three (3) personnel, each fulfilling critical emergency management functions. *See SMB 157 Page 82.*

L. Request the approval of changes to the Emergency Management Manager job description (Position 1080) and pay grade. *See SMB 157 Page 83.*

M. Request to submit the grant application for the Florida Division of Historical Resources (DHR) FY2026–27 Small Matching Grant – Highlands County Historic Preservation Master Plan. *See SMB 157 Page 84.*

N. Request adoption of Resolution 24-25-103 to approve a Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the CR 623 project, Project 24045, for the milling, widening, and resurfacing of the existing roadway with the addition of paved shoulders, for approximately 2.850 miles, and request adoption of Resolution 24- 25-102 for Budget Amendment 24 -25-074 to appropriate funds to Project 24045 - CR 623 for the milling, widening, and resurfacing of the existing roadway with the addition of paved shoulders. *See FDOT file & Res. Book 38 Pages 19 & 20.*

O. Request approval of Budget Amendment 24-25- 072 to add additional funding to the Nuisance Abatement Cost Center from Reserve for Contingency. *See SMB 157 Page 85.*

~~P. Request Adoption of Resolution 24-25-101 for Budget Amendment 24-25-073 to appropriate awarded FY 24-25 Drone Replacement Program grant/project funds.~~ *Item pulled to later date for more information. See SMB 157 Page 86.*

Q. Request authorization to purchase polyethylene pipes and couplers from Core and Main LP in an amount not to exceed the budgetary limits pursuant to ITB 25-011. *See SMB 157 Page 87.*

R. Request authorization to purchase polyethylene pipes and couplers from Fortiline Waterworks in an amount not to exceed the budgetary limits pursuant to ITB 25-011. *See SMB 157 Page 88.*

S. Request approval of Amendment #5 for Professional External Auditing services between Highlands County and Clifton Larson Allen, L.L.P. to extend the term of the Agreement for 1 additional year in accordance with RFP 20-038. *See Clifton Larson Allen file.*

T. Request adoption of Resolution 24-25-088 approving the Highlands County Animal Services Master Fee Schedule. *See SMB 157 Page 89 & Res. Book 38 Page 21.*

U. Request authorization to purchase Aluminum Coated Culverts in an amount not to exceed the budgetary limits pursuant to ITB 25-018. *See SMB 157 Page 90.*

V. Request approval of the Purchase Agreement between Central Florida Behavioral Health Network, Inc., and Highlands County. *See Central FL Behavioral Health Network file.*

9. COMMITTEE ASSIGNMENTS:

A. Request approval of Zachary Franco and Hannah Bowen as the newest members of the Natural Resources Advisory Commission (NRAC).

Mike McMillian, Natural Resources Specialist II, presented the request.

Commissioner Kirouac made a motion to table the item until the next meeting to be able to review the other two applications. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye**. *See SMB 157 Page 91.***

10. PUBLIC HEARING

A. Public hearing to consider adoption of Resolution 24-25-097, P&Z Case No. 2173, changing the Official Zoning Atlas for an approximate 22.85 acres from Estate District (EU) to Multiple Family Dwelling District with a Planned Development (R-3 PD).

Cyndie Kramer, Planning & Zoning Manager, presented the request. This public notice has been duly noticed, and proof of publication has been provided to the Clerk to become a part of the permanent record.

Helma Weisbeck, applicant, came before the Board to offer answers to any underlying questions.

Commissioner Tuck opened the floor to the public. Jane Hinote, inquired about road improvements on US 98, & Jose Garcia, expressed that he would like to slow the growth of Highlands County.

Commissioner Roberts made a motion to adopt Resolution 24-25-097, P&Z Case No. 2173, changing the Official Zoning Atlas for an approximate 22.85 acres from Estate District (EU) to Multiple Family Dwelling District with a Planned Development (R-3 PD). Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. ***See Zoning Change file & Res. Book 38 Page 22.***

B. Public hearing to consider the adoption of modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan.

Sergio Garcia, Planner II, presented the request. The public hearing has been duly noticed, and proof of publication has been provided to the Clerk to become a part of the permanent record.

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

Commissioner Kirouac made a motion to adopt the modifications to the Five-Year Capital Improvement Schedule of the Highlands County 2030 Comprehensive Plan. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 92 & Ordinance Book 20.***

C. Request approval of Ordinance # 24 -25-10 and Resolution 24-25-104 pertaining to amendments to Highlands County Code of Ordinances, Chapter 12 Land Development Regulations, Article 3, Administration and Enforcement, Division 5, Historic Preservation.

Sherry Sutphen, County Attorney, presented the request.

Commissioner Roberts moved to approve Ordinance # 24 -25-10 pertaining to amendments to Highlands County Code of Ordinances, Chapter 12 Land Development Regulations, Article 3, Administration and Enforcement, Division 5, Historic Preservation. Commissioner Kirouac seconded the motion.

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

Commissioner Roberts moved to approve Resolution 24-25-104. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 93 & Res. Book 38 Page 23.***

11. ACTION AGENDA

Commissioner Kirouac moved to approve the action agenda as presented. Commissioner Campbell seconded the motion.

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

A. Approval of the sunsetting of the Veterans Service Advisory Board effective May 20, 2025.

Denise Williams, Veterans Services Officer, presented the request.

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

Commissioner Elwell moved to approve the sunsetting of the Veterans Service Advisory Board effective May 20, 2025. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 94.***

B. Request direction on constructing W Walden Rd according to the Road Improvement Policy and constructing the connecting N Tyler Rd.

Jonathan Harrison, Road & Bridge Director, presented the request.

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

The Commission collectively gave the consensus to proceed. ***See SMB 157 Page 95.***

C. Consideration of Statement of Legislative Intent for adopting an ordinance to include the regulation of non-emergency calls, certain non-medical calls, false emergency alarms and Mobile Food Dispensing Vehicles and require Fire Department access to keyed gate entries and electronic reporting for fire safety system inspections in one centralized area of the Code of Ordinances.

Dustin Fitch, Deputy Fire Chief, presented the request.

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

The Commission collectively gave the consensus to proceed. ***See SMB 157 Page 96.***

12. COUNTY ADMINISTRATOR AND LEGAL

A. County Attorney Status Report as of May 13, 2025.

Sherry Sutphen, County Attorney, presented the county attorney's long-range log. ***See SMB 157 Page 97.***

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

Laurie Hurner, County Administrator, provided the Commission with the Project Status Report. ***See SMB 157 Page 98.***

13. COMMISSIONERS

Commissioner Roberts announced an observance being held at Memorial Gardens at 9:00 a.m., on Memorial Day.

Commissioner Elwell congratulated the graduating seniors of 2025.

Commissioner Kirouac showed appreciation towards Mr. & Mrs. DeRoller for their donation to the Highlands County Fire Rescue for life saving devices.

Commissioner Campbell shared his attendance at the ribbon cutting ceremony for the Nu-Hope facility in Avon Park, and the Young Farmers & Ranchers golf tournament.

Commissioner Tuck announced a Memorial Day Ceremony being held at the Lake Placid American Legion at 12:00 p.m.

14. INFORMATIONAL

A. Board payables from May 20, 2025, through June 2, 2025. *See Check Report file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the meeting.

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

The meeting adjourned at 12:18 p.m.

SPECIAL MEETING OF THE BOARD, MAY 20, 2025

1. The meeting was called to order at 12:32 p.m. in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Tuck	**Commissioner Scott A. Kirouac**
Commissioner Kevin J. Roberts	**Commissioner Don Elwell**
Commissioner Chris Campbell	

Also, present: J.D. Langford, Assistant County Administrator; Sherry G. Sutphen, County Attorney; Sally B. Hood, Clerk of Courts Accounting & Finance Director; and Savannah R. Demeri, Deputy Clerk.

Notice of this meeting was posted in the official bulletin board, and a copy was provided to the Clerk to become part of the permanent record. ***See SMB 157 Page 101.***

2. INVOCATION
The Invocation was led by Commissioner Roberts.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Commissioner Kirouac.

4. WORKSHOP:

A. Highlands County Fire Rescue Presentation
Dustin Fitch, Deputy Fire Chief, provided a presentation to the Board.

B. Workshop to consider a re-allocation of the Institutional Category within the Fire Assessment Study conducted in 2024.
Sandi Neubarth, Director of Infrastructure & Capital Projects with Accenture, presented the slideshow to the Board. Ms. Nuebarth was accompanied by Tanya Cannady, Business Services Director.

5. PUBLIC COMMENT
No public comment.

For copies of today's presentation, please see ***SMB 157 Page 99/100***. The meeting video can be found on the Clerk of Courts website, www.hcclerk.org.

6. ADJOURN
Commissioner Roberts moved to adjourn the meeting.

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

The meeting adjourned at 1:41 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

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

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-080 to realign funds in Project 22030 (R&B Main Bldg Expansion) along with Amendment #1 to the Marmer Contract which correlates with the change orders and revised scope of work.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-080 to realign funds in Project 22030 and Amendment #1 to the Marmer Contract for construction.

FISCAL IMPACT

The Fiscal Impact includes realigning funds (Fund 151) in the amount of $64,774.95 in Project 22030 (R&B Main Bldg Expansion) due to shortages. Marmer Amendment 1 is under this BA request in the amount of $11,678.25.

Attachments: 24-25-080 Proj 22030 R&B Main Bldg Expansion Add'l Funding.pdf
Attachments: Statement_of_Issue_-Road_and_Bridge_Realign_22030_6.3.2025.pdf
Attachments: Road & Bridge-PCCO #1-Amendment.pdf

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/21/2025**

SUBMITTED BY: **A McCall**

FUND(S): **151** FUND TITLE(S): **Transportation Trust** COST CENTER(S) #: **4102A/9990B**

PROJECT(S) #: **22030** PROJECT TITLE(S): **R&B Main Bldg Expansion** COST CENTER TITLE(S): **Transportation Projects/Reserve for Contingency**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**9990B**	**59900**	**Reserve for Contingency**		**250,000.00**		**64,774.95**	**185,225.05**
E	**151**	**4102A**	**56201Z**	**Project Buildings**	**22030**	**2,448,549.11**	**64,774.95**		**2,513,324.06**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **The funds received with this BA will be appropriated to present change orders due to unforeseen issues during the demolition of the site and current building, as well as pending change orders resulting from structural variances.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-080**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM

XX RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

Road and Bridge

1223-2024

June 3, 2025

STATEMENT OF ISSUE

Project #22030 (R&B Main Bldg Expansion).The funds received with this BA will be appropriated to present change orders due to unforeseen issues during the demolition of the site and current building, as well as pending change orders resulting from structural variances. Also, the overall cost of IT infrastructure are in-house costs not part of the building contract with Marmer Construction Inc. These services and materials will have to be purchased out of the Project so additional funds are requested to cover these costs. Along with the BA is Amendment #1 to the Contract which correlates with the change orders and revised scope of work.

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 Marmer Construction, Inc. (hereinafter referred to as the "Contractor"), and shall modify the terms and conditions of that agreement between the parties dated and approved by the County on February 4, 2025 ("Agreement").

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the Road and Bridge Main Facility Expansion; and

WHEREAS, due to some unforeseen matters and needed modifications, the Contractor properly submitted a request for change order to the original specifications of the Project; 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 1.03, Construction Documents, and Article 4.00, Contract Sum, are hereby amended to include the following:

- Changes imposed by the revised civil drawings dated 5/13/24.
- Existing water line relocation.
- Storm drainage shift due to existing water line/meter location conflict.
- Existing meter to remain in current location.
- Relocation of existing 6" irrigation main line in conflict with proposed storm pipe location.

1. The existing flag pole will be relocated by Highlands County. The contractor will install new 1/2" conduit from Panel A to the base of the relocated flag pole to provide power for two RAB HBLED26A light fixtures. The contractor will furnish and install the light fixtures, along with two Arlington ARL GP19BR posts to mount the fixtures outside of the concrete flag pole base. The new lighting will be connected to Circuit A-7, adding 55W to the existing 400W load. Circuit A-7 is controlled by the building's lighting control system.

Standalone digital timer cost has been included at $435.

2. At the request of Highlands County personnel during an on-site discussion, additional conduit is to be installed to accommodate future parking lot lighting. The contractor will install one (1) 3/4" conduit and one (1) 2" conduit from Panel A located in Mech/Elect Rm 17, to be routed and stubbed up on the east side of the New Addition building, approximately 5 feet outside of Office 29. The conduit will be installed at a depth of approximately 18" outside the building slab, with the ends sealed underground and a pull string included. This scope includes conduit installation only; no provisions for wiring or power to the future parking lot lighting have been included in this cost.

3. Additional Exterior Light Outside of Break Room to be installed per RFI 9 and 4. Drawing Note 2 on E 2.1 states "Contractor to verify existing exterior fixture has battery backup to provide emergency egress lighting". However, no existing exterior light was in place above the door leading from the existing breakroom to the exterior of the building. RFI response provided direction to install a new wall pack with battery backup in this location to meet egress lighting requirements.

Contractor to furnish and install new Caddy-2 fixture with emergency backup as well as install additional power feed to the light fixture. Light will be controlled by Photocell only and will not be switched.

Contractor to supply labor and materials necessary to install new 1,650 gallon Concrete Septic Tank, and 882 SF of Trench Chambers Drain field, and Permit. Change work also includes a 30' extension of 3" PVC to the Sanitary line to the new location of the septic tank and to connect the sanitary line to the septic system.

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Revised Civil Drawin		$4,456.25
002	Irrigation Line Relocation		$3,047.50
003	Misc Electrical Changes		$7,854.50
004	Septic System		($3,680.00)
		Total:	$11,676.25

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #001 - Revised Civil Drawin

#	Budget Code	Description	Amount
1	33-1000.S Water Utilities	Existing waterline relocation.	$3,555.00
2	33-4000.S Stormwater Utilities	Additional 8'x15" RCP to extend storm drainage.	$320.00
		Subtotal:	$3,875.00
		Profit (15.00%):	$581.25
		Grand Total:	$4,456.25

PCO # 002: Irrigation Line Relocation

#	Budget Code	Description	Amount
1	33-1000.S Water Utilities	Irrigation line relocation.	$2,650.00
		Subtotal:	$2,650.00
		Profit (15.00%):	$397.50
		Grand Total:	$3,047.50

PCO # 003: Misc Electrical Changes

#	Budget Code	Description	Amount
1	26-6000.S Electrical	Flag Pole Lighting	$3,482.00
2	26-6000.S Electrical	Stand Alone Digital Timer	$435.00
3	26-6000.S Electrical	Break Room Exterior Light Fixture	$1,091.00
4	26-6000.S Electrical	Conduit for Future Parking Lot Lights	$1,822.00
		Subtotal:	$6,830.00
		Profit (15.00%):	$1,024.50
		Grand Total:	$7,854.50

PCO # 004: Septic System

#	Budget Code	Description	Amount
1	33-3100.S Sanitary Sewerage	Credit for Septic System	$(4,000.00)
2	22-2000.S Plumbing	Extension of Sanitary Line	$800.00
		Subtotal:	$(3,200.00)
		Profit (15.00%):	$(480.00)
		Grand Total:	$(3,680.00)

The original (Contract Sum)	$2,343,813.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$2,343,813.00
The contract sum will be increased by this Change Order in the amount of	$11,676.25
The new contract sum including this Change Order will be	$2,355,491.25
The contract time will not be changed by this Change Order.	

2. The following additional terms are hereby added to the Agreement:

11.25 Foreign Country of Concern

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

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

11.26 Forced Labor or Human Trafficking

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

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

3. All 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 the Agreement between the parties, this Amendment 1 shall prevail.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the date of execution by the County.

HIGHLANDS COUNTY

_____
Arlene Tuck, Chair

DATE: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

MARMER CONSTRUCTION, INC.

By: _____

Print: Martin Wohl

Title: President

STATE OF FLORIDA

COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of MARTIN WOHL, as PRESIDENT of Marmer Construction, Inc., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind Marmer Construction, Inc., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 11th day of JUNE, 2025.

(stamp)

_____
NOTARY PUBLIC, State of Florida

ANGELA YOUMANS
Notary Public - State of Florida
Commission # HH 671613
My Comm. Expires Apr 30, 2029
Bonded through National Notary Assn.

MARMER CONSTRUCTION

PCCO #001

Marmer Construction, Inc.
3321 US HWY 27 South
Sebring, Florida 33870
Phone: +18633149851

Project: 202400003 - Road & Bridge Building Expansion
4344 George Blvd
Sebring, Florida 33875

Prime Contract Change Order #001: PCO's 1,2,3,& 4

TO:	**Highlands County Board of County Commissioners** 600 S. Commerce Avenue Sebring, Florida 33870	**FROM:**	**Marmer Construction, Inc** 3321 US HWY 27 South Sebring, Florida 33870
DATE CREATED:	4/28/2025	**CREATED BY:**	Curtis Gillilan **(Marmer Construction, Inc)**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	04/30/2025
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	0 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	202400003:Road & Bridge Building Expansion	**TOTAL AMOUNT:**	$11,678.25

DESCRIPTION:
This Change Order includes the following.

- Changes imposed by the revised civil drawings dated 5/13/24.
- Existing water line relocation.
- Storm drainage shift due to existing water line/meter location conflict.
- Existing meter to remain in current location.
- Relocation of existing 6" irrigation main line in conflict with proposed storm pipe location.

1. The existing flag pole will be relocated by Highlands County. The contractor will install new 1/2" conduit from Panel A to the base of the relocated flag pole to provide power for two RAB HBLED26A light fixtures. The contractor will furnish and install the light fixtures, along with two Arlington ARL GP19BR posts to mount the fixtures outside of the concrete flag pole base. The new lighting will be connected to Circuit A-7, adding 55W to the existing 400W load. Circuit A-7 is controlled by the building's lighting control system.

Standalone digital timer cost has been included at $435.

2. At the request of Highlands County personnel during an on-site discussion, additional conduit is to be installed to accommodate future parking lot lighting. The contractor will install one (1) 3/4" conduit and one (1) 2" conduit from Panel A located in Mech/Elect Rm 17, to be routed and stubbed up on the east side of the New Addition building, approximately 5 feet outside of Office 29. The conduit will be installed at a depth of approximately 18" outside the building slab, with the ends sealed underground and a pull string included. This scope includes conduit installation only; no provisions for wiring or power to the future parking lot lighting have been included in this cost.

3. Additional Exterior Light Outside of Break Room to be installed per RFI 9 and 4. Drawing Note 2 on E 2.1 states "Contractor to verify existing exterior fixture has battery backup to provide emergency egress lighting". However, no existing exterior light was in place above the door leading from the existing breakroom to the exterior of the building. RFI response provided direction to install a new wall pack with battery backup in this location to meet egress lighting requirements.

Contractor to furnish and install new Caddy-2 fixture with emergency backup as well as install additional power feed to the light fixture. Light will be controlled by Photocell only and will not be switched.

Contractor to supply labor and materials necessary to install new 1,650 gallon Concrete Septic Tank, and 882 SF of Trench Chambers Drain field, and Permit. Change work also includes a 30' extension of 3" PVC to the Sanitary line to the new location of the septic tank and to connect the sanitary line to the septic system.

ATTACHMENTS:
PCO 1 Combined.pdf, PCO2 Combined.pdf, PCO 3 Combined.pdf, PCO 4 Combined.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

MARMER
CONSTRUCTION

PCCO #001

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Revised Civil Drawin		$4,456.25
002	Irrigation Line Relocation		$3,047.50
003	Misc Electrical Changes		$7,854.50
004	Septic System		($3,680.00)
		Total:	$11,678.25

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #001 - Revised Civil Drawin

#	Budget Code	Description	Amount
1	33-1000.S Water Utilities	Existing waterline relocation.	$3,555.00
2	33-4000.S Stormwater Utilities	Additional 8'x15" RCP to extend storm drainage.	$320.00
		Subtotal:	**$3,875.00**
		Profit (15.00%):	$581.25
		Grand Total:	**$4,456.25**

PCO # 002: Irrigation Line Relocation

#	Budget Code	Description	Amount
1	33-1000.S Water Utilities	Irrigation line relocation.	$2,650.00
		Subtotal:	**$2,650.00**
		Profit (15.00%):	$397.50
		Grand Total:	**$3,047.50**

PCO # 003: Misc Electrical Changes

#	Budget Code	Description	Amount
1	26-6000.S Electrical	Flag Pole Lighting	$3,482.00
2	26-6000.S Electrical	Stand Alone Digital Timer	$435.00
3	26-6000.S Electrical	Break Room Exterior Light Fixture	$1,091.00
4	26-6000.S Electrical	Conduit for Future Parking Lot Lights	$1,822.00
		Subtotal:	**$6,830.00**
		Profit (15.00%):	$1,024.50
		Grand Total:	**$7,854.50**

PCO # 004: Septic System

#	Budget Code	Description	Amount
1	33-3100.S Sanitary Sewerage	Credit for Septic System	$(4,000.00)
2	22-2000.S Plumbing	Extension of Sanitary Line	$800.00
		Subtotal:	**$(3,200.00)**
		Profit (15.00%):	$(480.00)
		Grand Total:	**$(3,680.00)**

The original (Contract Sum)	$2,343,813.00
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$2,343,813.00
The contract sum will be increased by this Change Order in the amount of	$11,678.25
The new contract sum including this Change Order will be	$2,355,491.25
The contract time will not be changed by this Change Order.	

Highlands County Board of County Commissioners

600 S. Commerce Avenue

Sebring, Florida 33870

Marmer Construction, Inc

3321 US HWY 27 South

Sebring, Florida 33870

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

MARMER CONSTRUCTION

PCO #001

Marmer Construction, Inc.
3321 US HWY 27 South
Sebring, Florida 33870
Phone: +18633149851

Project: 202400003 - Road & Bridge Building Expansion
4344 George Blvd
Sebring, Florida 33870

DRAFT

Prime Contract Potential Change Order #001: CE #001 - Revised Civil Drawing

TO:	Highlands County Board of County Commissioners 600 S. Commerce Avenue Sebring, Florida 33870	**FROM:**	Marmer Construction, Inc 3321 US HWY 27 South Sebring, Florida 33870
PCO NUMBER/REVISION:	001 / 0	**CONTRACT:**	202400003 - Road & Bridge Building Expansion
REQUEST RECEIVED FROM:		**CREATED BY:**	Curtis Gillilan **(Marmer Construction, Inc)**
STATUS:	Draft	**CREATED DATE:**	3/31/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$4,456.25

POTENTIAL CHANGE ORDER TITLE: CE #001 - Revised Civil Drawin

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #001 - Revised Civil Drawings 5/13/24
This Change Order includes the following.

- Changes imposed by the revised civil drawings dated 5/13/24.
- Existing water line relocation.
- Storm drainage shift due to existing water line/meter location conflict.
- Existing meter to remain in current location.

ATTACHMENTS:

HC Road & Bridge_EPI CO Req 02 Sketch.pdf , _HC Road & Bridge_EPI CO Req 02_03.31.25.pdf , _23046 Highlands County Road and Bridge Office with red marks.pdf

#	Budget Code	Description	Amount
1	33-1000.S Water Utilities	Existing waterline relocation.	$3,555.00
2	33-4000.S Stormwater Utilities	Additional 8'x15" RCP to extend storm drainage.	$320.00
		Subtotal:	**$3,875.00**
		Profit (15.00%):	$581.25
		Grand Total:	**$4,456.25**

MARMER CONSTRUCTION

PCO #001

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

Marmer Construction, Inc
3321 US HWY 27 South
Sebring, Florida 33870

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

EXCAVATION POINT INC.

(863) 471-1997 FAX (863) 386-1997
7944 S. George Blvd. Sebring, Florida 33875

Marmer Construction Inc.
3321 US Hwy 27 South
Sebring, FL 33870
Contract Per Plans and Specs By Polston Engineering
Drawings: Sheet 1 to 3 dated 4/4/24
Addendum 2-5

Change Order Request No. 2
03/31/2025

Highlands County Road & Bridge – New Office

Install new 2" HDPE water line from existing meter to connection Northeast of existing building
ADD **$ 3,555.00**

Relocate storm drain per sketch, extend 15" RCP 8 foot to accommodate
ADD **$ 320.00**

ADD TOTAL **$ 3,875.00**

Asphalt/concrete cost cannot be fixed until 60 days prior to placement
Escalation cost will be established prior to material placement, if necessary
Insurance Liability $1M/$3M, Auto $500k, Umbrella $5M, Workers $1M, Waiver of Subrogation Add'tl

Note: Price excludes permitting, impact fees/meter, bond, surveying/certified as-built, any damage or relocation to undesignated underground utilities, clean/video storm and sanitary, backflow certification, concrete work, fencing, power/irrigation sleeves, sod, seed/mulch, landscaping, and irrigation.

Thank You,

Accepted By: _____

p.p. Michelle Sheets
Tal J. Rancourt
President

Dated: _____

MARMER CONSTRUCTION

PCO #002

Marmer Construction, Inc.
3321 US HWY 27 South
Sebring, Florida 33870
Phone: +18633149851

Project: 202400003 - Road & Bridge Building Expansion
4344 George Blvd
Sebring, Florida 33875

DRAFT

Prime Contract Potential Change Order #002: Irrigation Line Relocation

TO:	Highlands County Board of County Commissioners 600 S. Commerce Avenue Sebring, Florida 33870	**FROM:**	Marmer Construction, Inc 3321 US HWY 27 South Sebring, Florida 33870
PCO NUMBER/REVISION:	002 / 0	**CONTRACT:**	202400003 - Road & Bridge Building Expansion
REQUEST RECEIVED FROM:		**CREATED BY:**	Curtis Gillilan **(Marmer Construction, Inc)**
STATUS:	Draft	**CREATED DATE:**	4/7/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#001 - PCO's 1,2,3,& 4
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$3,047.50

POTENTIAL CHANGE ORDER TITLE: Irrigation Line Relocation

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This Change Order includes the following.

- Relocation of existing 6" irrigation main in conflict with proposed storm pipe location.

ATTACHMENTS:
HC Road & Bridge_EPI CO Req 04_04.02.25.pdf

#	Budget Code	Description	Amount
1	33-1000.S Water Utilities	Irrigation line relocation.	$2,650.00
		Subtotal:	**$2,650.00**
		Profit (15.00%):	$397.50
		Grand Total:	**$3,047.50**

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

Marmer Construction, Inc
3321 US HWY 27 South
Sebring, Florida 33870

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

EXCAVATION POINT INC.

(863) 471-1997 FAX (863) 386-1997

7944 S. George Blvd. Sebring, Florida 33875

Marmer Construction Inc.
3321 US Hwy 27 South
Sebring, FL 33870
Contract Per Plans and Specs By Polston Engineering
Drawings: Sheet 1 to 3 dated 4/4/24
Addendum 2-5

Change Order Request No. 4
04/02/2025

Highlands County Road & Bridge – New Office

Relocate 6" irrigation main

ADD TOTAL **$ 2,650.00**

Asphalt/concrete cost cannot be fixed until 60 days prior to placement
Escalation cost will be established prior to material placement, if necessary
Insurance Liability $1M/$3M, Auto $500k, Umbrella $5M, Workers $1M, Waiver of Subrogation Add'tl

Note: Price excludes permitting, impact fees/meter, bond, surveying/certified as-built, any damage or relocation to undesignated underground utilities, clean/video storm and sanitary, backflow certification, concrete work, fencing, power/irrigation sleeves, sod, seed/mulch, landscaping, and irrigation.

Thank You,

Accepted By: _____

Michelle L Sheets

Digitally signed by Michelle L Sheets
DN: CN=Michelle L Sheets, dnQualifier=A01410C000001862CC92B6100038E7D, O=EXCAVATION POINT INC., C=US
Date: 2025.04.02 16:06:19-04'00'

p.p. Michelle Sheets
Tal J. Rancourt
President

Dated: _____

MARMER CONSTRUCTION

PCO #003

Marmer Construction, Inc.
3321 US HWY 27 South
Sebring, Florida 33870
Phone: +18633149851

Project: 202400003 - Road & Bridge Building Expansion
4344 George Blvd
Sebring, Florida 33875

DRAFT

Prime Contract Potential Change Order #003: Misc Electrical Changes

TO:	Highlands County Board of County Commissioners 600 S. Commerce Avenue Sebring, Florida 33870	**FROM:**	Marmer Construction, Inc 3321 US HWY 27 South Sebring, Florida 33870
PCO NUMBER/REVISION:	003 / 0	**CONTRACT:**	202400003 - Road & Bridge Building Expansion
REQUEST RECEIVED FROM:		**CREATED BY:**	Madison Beck **(Marmer Construction, Inc)**
STATUS:	Draft	**CREATED DATE:**	4/22/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$7,854.50

POTENTIAL CHANGE ORDER TITLE: Misc Electrical Changes

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This Change includes the following:

1. The existing flag pole will be relocated by Highlands County. The contractor will install new 1/2" conduit from Panel A to the base of the relocated flag pole to provide power for two RAB HBLED26A light fixtures. The contractor will furnish and install the light fixtures, along with two Arlington ARL GP19BR posts to mount the fixtures outside of the concrete flag pole base. The new lighting will be connected to Circuit A-7, adding 55W to the existing 400W load. Circuit A-7 is controlled by the building's lighting control system.

Standalone digital timer cost has been included at $435.

2. At the request of Highlands County personnel during an on-site discussion, additional conduit is to be installed to accommodate future parking lot lighting. The contractor will install one (1) 3/4" conduit and one (1) 2" conduit from Panel A located in Mech/Elect Rm 17, to be routed and stubbed up on the east side of the New Addition building, approximately 5 feet outside of Office 29. The conduit will be installed at a depth of approximately 18" outside the building slab, with the ends sealed underground and a pull string included. This scope includes conduit installation only; no provisions for wiring or power to the future parking lot lighting have been included in this cost.

3. Additional Exterior Light Outside of Break Room to be installed per RFI 9 and 4. Drawing Note 2 on E 2.1 states "Contractor to verify existing exterior fixture has battery backup to provide emergency egress lighting". However, no existing exterior light was in place above the door leading from the existing breakroom to the exterior of the building. RFI response provided direction to install a new wall pack with battery backup in this location to meet egress lighting requirements.

Contractor to furnish and install new Caddy-2 fixture with emergency backup as well as install additional power feed to the light fixture. Light will be controlled by Photocell only and will not be switched.

ATTACHMENTS:

MARMER CONSTRUCTION

PCO #003

CO 4 BREAKROOM SIDE DOOR LIGHT.pdf , _MARMER HIGHLANDS COUNTY ROAD AND BRIDGE CO 3 PARKING LOT CONDUIT REVISED.pdf , Caddy-2.pdf , _Parking Lot Lights Conduit Path.pdf , _FLAG POLE LIGHT.pdf , _MARMER HIGHLANDS COUNTY ROAD AND BRIDGE CO 2 FLAG POLE.pdf , _Flag Pole Location revised.pdf

#	Budget Code	Description	Amount
1	26-6000.S Electrical	Flag Pole Lighting	$3,482.00
2	26-6000.S Electrical	Stand Alone Digital Timer	$435.00
3	26-6000.S Electrical	Break Room Exterior Light Fixture	$1,091.00
4	26-6000.S Electrical	Conduit for Future Parking Lot Lights	$1,822.00
		Subtotal:	**$6,830.00**
		Profit (15.00%):	$1,024.50
		Grand Total:	**$7,854.50**

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

Marmer Construction, Inc
3321 US HWY 27 South
Sebring, Florida 33870

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Proposal

AIR AND ELECTRICAL SERVICES
www.highlandsaes.com
863-402-5664
4715 US HWY 27 SOUTH SEBRING, FL 33870

April 10, 2025

Summary:	PROPOSAL
Reference #:	3329-552030
Due Date:	4/10/2025

MARMER CONSTRUCTION INC.
3321 US HWY 27 S
SEBRING, FL 33870

863-314-9851

Job Name:
MCI P552030
H.C. ROAD AND BRIDGE
CO 2 FLAG POLE LIGHTS
SEBRING, FL 33870

863-314-9851

We Hereby Submit Specifications And Estimates For:

CHANGE ORDER 2 - FLAG POLE LIGHTS
PRICE IS BASED ON THE FOLLOWING:
1.) RUN 1/2" CONDUIT FROM PANEL A TO THE BASE OF THE FLAG POLE. DISTANCE IS BASED ON THE CIRCUIT BEING NO MORE THAN 65' LONG.
2.) INCLUDES (2) RAB HBLED26A FIXTURES
3.) LIGHTS WILL BE CONNECTED TO CIRCUIT A-7. PER THE PANEL SCHEDULE THE CIRCUIT DRAWS 400W. THE NEW LIGHTS WILL ADD 55W. CIRCUIT A-7 IS CONTROLLED BY THE LIGHTING CONTROL SYSTEM
4.) INCLUDES (2) ARLINGTON ARL GP19BR POSTS FOR THE LIGHT BASES
5.) LIGHT BASES WILL BE INSTALLED OUTSIDE THE CONCRETE FLAG POLE BASE
$3,482

OPTION TO ADD A STAND ALONE DIGITAL TIMER
$435

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Estimate does not include material price increases or additional labor and material should unforseen problems or adverse conditions arise after the work has started. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Payment due upon completion unless outlined above.

Authorized Signature _____ **Acceptance Signature** _____ **Date** _____

Proposal

AIR AND ELECTRICAL SERVICES
www.highlandsaes.com
863-402-5664
4715 US HWY 27 SOUTH SEBRING, FL 33870

April 17, 2025

Summary:	ELEC CONTRACT
Reference #:	3329-552132
Due Date:	4/17/2025

MARMER CONSTRUCTION INC.
3321 US HWY 27 S
SEBRING, FL 33870

863-314-9851

Job Name:
MCI P552032
H.C. ROAD AND BRIDGE
CO 4 BREAKROOM DOOR EXT LIGHT
SEBRING, FL 33870

863-314-9851

We Hereby Submit Specifications And Estimates For:

CHANGE ORDER 4 - ADD EXTERIOR LIGHT OUTSIDE THE BREAKROOM
PRICE IS BASED ON THE FOLLOWING:
1.) SUPPLY AND INSTALL NEW LIGHT FIXTURE WITH EMERGENCY BACKUP
2.) LIGHT WILL BE CONTROLLED BY FACTORY INSTALLED PHOTOCELL
3.) LIGHT WILL NOT BE SWITCHED
$1,091

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Estimate does not include material price increases or additional labor and material should unforseen problems or adverse conditions arise after the work has started. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Payment due upon completion unless outlined above.

Authorized Signature _____ **Acceptance Signature** _____ **Date** _____

Proposal

AIR AND ELECTRICAL SERVICES
www.highlandsaes.com
863-402-5664
4715 US HWY 27 SOUTH SEBRING, FL 33870

April 10, 2025

Summary:	ELEC CONTRACT
Reference #:	3329-552031
Due Date:	4/10/2025

MARMER CONSTRUCTION INC.
3321 US HWY 27 S
SEBRING, FL 33870

Job Name:
MCI P552031
H.C. ROAD AND BRIDGE
CO 3 FUTURE LIGHTING CONDUIT
SEBRING, FL 33870

863-314-9851 863-314-9851

We Hereby Submit Specifications And Estimates For:

CHANGE ORDER 3 - CONDUIT FOR FUTURE PARKING LOT LIGHTS
PRICE IS BASED ON THE FOLLOWING:
1.) RUN (1) 3/4" AND (1) 2" CONDUIT FROM PANEL A TO 5' OUTSIDE THE BUILDING SLAB. CONDUIT WILL BE STUBBED OUT OF THE EAST SIDE OF THE BUILDING OUTSIDE OFFICE 29
2.) CONDUIT BE APPROX. 18" DEEP OUTSIDE THE BUILDING SLAB. CONDUIT END WILL BE SEALED UNDERGROUND
3.) CONDUIT WILL HAVE A PULL STRING INSTALLED
$1,822

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Estimate does not include material price increases or additional labor and material should unforseen problems or adverse conditions arise after the work has started. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Payment due upon completion unless outlined above.

Authorized Signature _____ **Acceptance Signature** _____ **Date** _____

MARMER CONSTRUCTION

PCO #004

Marmer Construction, Inc.
3321 US HWY 27 South
Sebring, Florida 33870
Phone: +18633149851

Project: 202400003 - Road & Bridge Building Expansion
4344 George Blvd
Sebring, Florida 33875

DRAFT

Prime Contract Potential Change Order #004: Septic System

TO:	Highlands County Board of County Commissioners 600 S. Commerce Avenue Sebring, Florida 33870	**FROM:**	Marmer Construction, Inc 3321 US HWY 27 South Sebring, Florida 33870
PCO NUMBER/REVISION:	004 / 0	**CONTRACT:**	202400003 - Road & Bridge Building Expansion
REQUEST RECEIVED FROM:		**CREATED BY:**	Madison Beck **(Marmer Construction, Inc)**
STATUS:	Draft	**CREATED DATE:**	4/25/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	($3,680.00)

POTENTIAL CHANGE ORDER TITLE: Septic System

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This Change includes the following:

Contractor to supply labor and materials necessary to install new 1,650 gallon Concrete Septic Tank, and 882 SF of Trench Chambers Drain field, and Permit. Change work also includes a 30' extension of 3" PVC to the Sanitary line to the new location of the septic tank and to connect the sanitary line to the septic system.

ATTACHMENTS:

Marmer Quote Road & Bridge.pdf , _MarmerRBbid2.pdf , _23046 Highlands County Road and Bridge Office UPDATED SKETCH 2 drainfields 2025 04 14.pdf

#	Budget Code	Description	Amount
1	33-3100.S Sanitary Sewerage	Credit for Septic System	$(4,000.00)
2	22-2000.S Plumbing	Extension of Sanitary Line	$800.00
		Subtotal:	**$(3,200.00)**
		Profit (15.00%):	$(480.00)
		Grand Total:	**$(3,680.00)**

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

Marmer Construction, Inc
3321 US HWY 27 South
Sebring, Florida 33870

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

BAKER AND SONS SEPTIC INSTALLATIONS, LLC

6053 Strafford Oaks Dr.
Sebring, FL 33875
(863)214-7390

In the Business for over 70 years!

DATE: 04/17/25
NAME: MARMER
LOCATION: Road and Bridge, Sebring
PHONE:
EMAIL:

Baker and Sons Septic will supply the labor and materials necessary to install the following at: **Road and Bridge, Sebring**

- Supply and Install new 1650 gallon concrete septic tank
- Supply and Install 882 sq ft of trench chambers drainfield
- Supply repair permit

Total $12,000.00

If an excavation is required, there may be an extra charge depending on depth of the excavation if not included in pricing above.
No additional septic sand is provided unless otherwise noted above. If additional septic sand is needed, the customer will be responsible or it will be $200.00 per load.
All estimates are good 60 days from issued date. If you pay the deposit and the job is not done 60 days from the estimate issue date, the price may increase depending on supplies and materials.

*Note: This price does NOT include the replacement of sod or the repair of sprinkler lines, underground utilities, or electrical lines unless otherwise stated in this proposal. Baker and Sons Septic is also not responsible for damage to any concrete slabs that the equipment must cross. In addition, upon acceptance of this proposal, the owner agrees that payment of services is due in full on the day of completion. If the system requires a mound of stabilization, the customer is responsible for that stabilization. This bid is good for 30 days from the date of issue.
_____ Customer Initials

Estimate Provided by: Philip Baker, Registered Septic Contractor
State Registration SR0081594

_____ _____
Philip Baker Signature of Owner

_____ _____
Date Date

IF MAILING CHECKS OR CONTRACTS PLEASE MAIL TO:
6053 Strafford Oaks Dr., Sebring, FL 33875

CS Waterworks

224 Commercial Court | Sebring, Florida 33876
863-659-1741 | craig@cswaterworks.com | CFC1430502

RECIPIENT:

Marmer Construction

3321 US Hwy 27 S
Sebring, FL 33870
Phone: 863-314-9851

Quote #570

Sent on _____

Total **$800.00**

SERVICE ADDRESS:

4344 South George Boulevard
HC Road & Bridge Main Facility Expansion
Sebring, Florida 33875

Product/Service	Description	Qty.	Unit Price	Total
Labor & Materials	Subject: Change Order Request - Sanitary Sewer Tie-In (30 Feet) We are formally submitting a change order request concerning the sanitary sewer tie-in. This request involves the extension of 30 feet of 3" PVC sanitary line to facilitate excavation to the new location of the septic tank and to connect the sanitary line to the septic system. Following inspection and successful testing of the line, we will proceed with backfilling the trench and securing the pipe.	1	$800.00	$800.00

Total **$800.00**

This quote is valid for the next 30 days, after which values may be subject to change.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Mike McMillian, Natural Resources Specialist II**

SUBJECT/TITLE: **Request approval of Zachary Franco and Hannah Bowen as the newest members of the Natural Resources Advisory Commission (NRAC).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Mr. Zachary Franco as a new member to the Natural Resources Advisory Commission in the open environmental slot. Move to approve Ms. Hannah Bowen as a new member to the Natural Resources Advisory Commission in the open At large slot.

FISCAL IMPACT

There is no fiscal impact.

Attachments: NRAC application for Allain Hale.docx
Attachments: Statement_of_Issue.docx

NRAC APPLICATION

Name = Allain Hale
Address = 4507 Elson Ave.

City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 863-664-2008
Email = allainhale@hotmail.com
Request = Natural Resources Advisory Commission
Membership Type = Alternate Member
Current Employment Experience: = I am a self-employed Fine Ar?st with a BA degree from Ringling School of Art. I don't sell my work to the public, but only to people who have a special resale license to buy the art and resell it to their customers.
Previous Employment Experience: = I have always been a professional painter. See above.
High School = High School Augusta Military Academy, Fort Defiance, VA
College = College BFA from Manatee Community College, Bradenton, FL, 1979
Special Training: = Commercial Art Degree from Ringling School of Art, Sarasota, FL
Ac?vi?es & Interest: = YMCA, hiking and kayaking in in wild areas and parks
Current posi?ons on boards, commi?ees, elected offices, law enforcement posi?ons: = I was Chair for two years on the North Port Environmental Advisory Commi?ee, 1971-2. During that term, I helped write the proposal for a natural resources commi?ee for the City of North Port. This was approved by the City Commission and became the City's first Natural Resources Department in history. On April 13, 2023, the city awarded me with the "Greenest Ci?zen Award" for my work on the Environmental Advisory Commi?ee, and the crea?on of the Natural Resources Department.
Rela?on = No
Rela?ve Name: =
Rela?onship: =
Convic?on = No
Gender = Male
Disabled = No
Age = 79

Statement of Issue

Dr. Josh Daskin resigned from the commission (Environmental Slot) on March 11, 2025, as he has taken a new posi?on as Chief Scien?st for NatureServe in the DC area.

Dr. Steven Turner resigned from the commission (At Large Slot) on April 30, 2025, as he and family moved to Orlando.

NRAC received 4 applicants for the replacements of these posi?ons.

A?er review of the four applica?ons and an informal interview of each applicant, the members of NRAC unanimously mo?oned to recommend Mr. Zachary Franco to fill Dr. Daskin's environmental slot and Ms. Hannah Bowen to fill Dr. Turner's At Large slot.

Dr. Daskin's 4-year term and Dr. Turner's 1-year term both end September 30, 2025. Mr. Franco and Ms. Bowen's terms would also end at this ?me.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER: **Dustin Fitch, Deputy Chief**

SUBJECT/TITLE: **Public Hearing to consider approval of Pasco-Pinellas, Hillsborough Health System Inc. DBA AdventHealth Wesley Chapel EMS application for renewal of Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Certificate of Public Convenience and Necessity (COPCN) serving the entirety of Highlands County with servicing all areas within Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Pasco-Pinnellas, Hillsborough Health System Inc. DBA AdventHealth Wesley Chapel EMS application for renewal of Class 2 Basic Ambulance and Class 3 Adanced Life Support Certificate of Public Convenience and necessity (COPCN) serving the entirety of Highlands County with servicing all areas within Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Application only.pdf
Attachments: COI.pdf
Attachments: Statement 1204-2024.pdf
Attachments: Advent Wesley Chapel aff.pdf

Highlands County Fire Rescue

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
NON-GOVERNMENTAL ENTITY
MEDICAL TRANSPORTATION SERVICE LICENSE APPLICATION

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

STATEMENTS AND MATERIALS SUBMITTED WILL BE SUBJECT TO VERIFICATION

CHECK TYPE OF APPLICATION FOR CLASSIFICATION OF SERVICE

☐ New ☑ Renewal

☐ Class 1 (NEMT) ■ Class 2 (BLS) ■ Class 3 (ALS) ☐ Class 4 (Air)

Pasco-Pinellas, Hillsborough Health System Inc, DBA Adventhealth Wesley Chapel
Name of Service

30,000 County Line Road | Wesley Chapel | FL | 33543
Mailing Address | City | State | Zip Code

813-929-5646
Telephone

1. AdventHealth Wesley Chapel | Jeffrey.Bogue@adventhealth.com
Owner's Name | Email Address

30,000 County Line Road | Wesley Chapel | Fl | 33543
Mailing Address | City | State | Zip Code

(Attach names of elected officials associated with your service)

2. Jeffrey Bogue | 813-929-5646 | Jeffrey.Bogue@adventhealth.com
General Manager/Contact Person | Telephone | Email Address

3. Date incorporated/formation of business association: 02/01/2007 (Attachment # 1)

(Attach articles of incorporation; names and address of shareholders along with number of outstanding shares.)

Additional pages may be added as needed

4. Attach FCC license/communications contract: (Attachment #2)

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

   Main Station: 4200 Sun N Lake Blvd, Sebring, FL 33872

   Substation: 1210 US-27, Lake Placid, FL 33852

   Substation: _____

   Substation: _____

6. Financial Information: (Attachment #3)

   Provide a financial statement as listed in Highlands County Code of Ordinances Section 5-56.

7. Insurance: (Attachment #4)

   Provide copies of Certificates of Insurance as listed in Highlands County Code of Ordinances Section 5-52.

8. Vehicle information: Complete and attach appropriate form.

9. Personnel information: Complete and attach appropriate form.

10. All COPCN applicants:

    A. Attach contract with a medical director as provided by State Law and include copy of DEA license (Class 2, 3, and 4 applicants only).

    B. Statement describing geographical area served by your company.

    C. Statement of facts and data describing the need for your service in Highlands County.

    D. Schedule of proposed fees to be charged for your service.

    E. Identify staffing patterns and operational hours for each permitted vehicle in your fleet.

Highlands County Fire Rescue

4/2/2025

Signature of Owner/Manager

Executive Director of EMS/AirStar

Title

STATE OF FLORIDA
COUNTY OF Pasco

Sworn to (or affirmed) and subscribed before me this 2nd day of April, 2025, by Jeffrey Bogue (name of person making statement).

Seal

Cari Lynn Crouch

(Signature of Notary Public - State of Florida)

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

CARI LYNN CROUCH
Commission # HH 185329
Expires October 12, 2025
Bonded Thru Troy Fain-Insurance 800-385-7019

Personally Known: ☒ OR Produced Identification ☐

Type of Identification Produced:_____

ATTACHMENT #4

CERTIFICATE OF COVERAGE	Issue Date: 04/01/2025
AdventHealth Risk Management 900 Hope Way Altamonte Springs, FL 32714 (407) 357-2290	This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the AH Liability Trust or any insurance policies listed below.
Named Participant: Pasco Pinellas Hillsborough Community Health System, Inc. d/b/a AdventHealth Wesley Chapel 2600 Bruce B. Downs Blvd Wesley Chapel, FL 33544	**COMPANIES AFFORDING COVERAGE** **Company Letter A:** AH Liability Trust **Company Letter F:** Safety National Casualty Corporation **Company Letter G:** AH Workers Compensation Liability Trust

Coverages

This is to certify that the coverage below has been issued to the Named Participant listed above for the time period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr	Type of Insurance			Policy Number	Policy Effective	Policy Expiration	Limits	
A	X	Hospital Professional/Comprehensive General Liability & MCO E&O		8528-2025	04/01/2025	04/01/2026	Each Occurrence Annual Aggregate	$1,000,000 $3,000,000
A		X	Claims Made (HPL & Managed Care Errors)					
A		X	Occurrence (CGL Only)					
F	X	Automobile Liability- All Vehicles		CA6675747	07/01/2024	07/01/2025	Combined Single Limit (Bodily Injury & Property Damage)	$5,000,000
G	X	Worker's Compensation	CO, FL, GA, IL, KS, KY, NC, TN	AHSWC24	08/01/2024	08/01/2025		$1,000,000

Description of Operations/Locations/Vehicles/Special Items:

All operations subject to the terms and conditions of the Trust or insurance policies listed above but only with respect to the liability arising out of AdventHealth Wesley Chapel's agreement to provide medical transportation services in Highlands County. Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, it's Agents, Employees, and Volunteers are additional insureds with regard to general liability as their interest may appear and where required by written contract. Coverage provided is a per occurrence aggregate and is not increased by the number of named participants or claimants involved.

Certificate Holder	Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives or employees.
Highlands County BOCC 600 S. Commerce Ave. Sebring, FL 33870	**Authorized Representative:** Stacy W. Pirna **Date:** 04/02/2025

Statement of Issue: 1204-2024

Pasco-Pinellas, Hillsborough Health System Inc. DBA Adventhealth Wesley Chapel COPCN expired on March 21, 2025, and are requesting the renewal of COPCN for Highland County Florida. An extension was granted on May 6, 2025, by the Board of County Commissioners. The application was found complete and was publicly noticed on May 16, 2025, pursuant to Section 5-56 (b) of the code of ordinances, Highlands County Florida.

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Hearing 6/17 Advent Wesley Cha

STATE OF FLORIDA
COUNTY OF HIGHLANDS

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

May 16, 2025

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

Janet Emerson

Sworn to and subscribed before me this 16th day of May 2025 by Janet Emerson, who is personally known to me.

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

00035703 00184616

HIGHLANDS COUNTY FIRE RESCUE
4506 KENILWORTH BLVD
SEBRING, FL 33870

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

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

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on June 17, 2025, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

Highlands County Fire Rescue Service has received from Pasco Pinellas, Hillsborough Health System, Inc. DBA Advent Health Wesley Chapel, a private not for profit registered Florida corporation and licensed EMS service provider by the State of Florida Department of Health, an application for renewal of their Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 2-Basic Life Support ambulance and Class 3-Advanced Life Support ambulance pursuant to Section 5-55 of the Code of Ordinances, Highlands County Florida. The Class 2-Basic Life Support Ambulance class of service encompasses providing basic life support services on inter-facility transports. The Class 3-Advanced Life Support Ambulance encompasses providing advanced life support services on inter-facility transport. Both classes 2 and 3 of service may at the county's request transport patients to a medical facility and may render on-scene assistance to victims prior to transport. The applicant intends to serve the geographical area of Highlands County Florida, including all incorporated areas within that County.

A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Dustin Fitch, Interim Deputy Chief, at that address or by phone at (863) 402-7600. Photocopies may be obtained at that location for fifteen cents ($0.15) per page, single sided, and twenty cents ($0.20) per page, double sided.

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

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

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

Jerome Kaszubowski, Clerk
May 16, 2025

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

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

SUBJECT/TITLE: **Request adoption of Ordinance 24-25-13 prohibiting camping on public property in accordance with Florida Statutes, Section 125.0231, and solicitation in public rights of way.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Ordinance 24-25-13, prohibiting camping on public property in accordance with Florida Statutes, Section 125.0231, and solicitation in public rights of way.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 24-25-13_Agenda_memo_public_camping.SGS.pdf
Attachments: Ordinance_public_sleeping_and_panhandling__2025.06.06_.katie.SGS.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

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

SUBJECT/TITLE: **Request adoption of Ordinance 24-25-13 prohibiting camping on public property in accordance with Florida Statutes, Section 125.0231, and solicitation in public rights of way.**

STATEMENT OF ISSUE

On November 7, 2025, the Board authorized County staff to draft an ordinance stemming from the newly established law (Florida Statutes, Section 125.0231), related to the prohibition against camping and sleeping on public property. The discussion also involved the safety concerns with solicitation in rights of way throughout the County. After the authorization was provided, County staff began working with the Sheriff on the best approach for this new regulation. Polk County was in the process of adopting an ordinance in reaction to the new legislation which our Sheriff was watching closely. On May 6, 2025, Polk County finally adopted its ordinance and recently the attorney for our Sheriff verified that the penalty measures set forth in the ordinance are acceptable.

The attached Ordinance fulfils the important state interest of protecting the health, safety, welfare, quality of life and aesthetics of Florida communities and at the same time addresses a local interest regarding the safety of the traveling and pedestrian public.

RECOMMENDED ACTION

Move to adopt Ordinance 24-25-13, prohibiting camping on public property in accordance with Florida Statutes, Section 125.0231, and solicitation in public rights of way.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 24.25.13 Public Camping.Solicitation.pdf

ORDINANCE NO. 24-25-13

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO CAMPING ON PUBLIC PROPERTY AND SOLICITATION IN PUBLIC RIGHTS OF WAY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITION AGAINST CAMPING ON PUBLIC PROPERTY AND SOLICITATION IN PUBLIC RIGHTS OF WAY; PROVIDING FOR PENALTIES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 20, 2024, the Governor of Florida approved House Bill 1365, which created Florida Statutes, Section 125.0231, making it impermissible, effective October 1, 2024, for counties and municipalities to authorize or otherwise allow camping or sleeping on public grounds, at public buildings, on public property or in public rights of way; and

WHEREAS, the purpose of the legislation was to fulfill an important state interest of protecting the health, safety, welfare, quality of life, and aesthetics of Florida communities; and

WHEREAS, pursuant to Florida Statutes, Section 125.0231, a prevailing resident or business owner may be awarded reasonable expenses incurred, including court costs, reasonable attorney fees, investigative costs, witness fees, and deposition costs, under a civil action against a government entity for failing to enforce the prohibition against public camping and sleeping; and

WHEREAS, the United States Supreme Court has found laws like Florida Statutes, Section 125.0231, to be constitutional in application and not a violation of the Eighth Amendment restriction against cruel and unusual punishment pertaining to homeless individuals. *See City of Grants Pass, Oregon v. Johnson, et. al*, 144 S.Ct. 2202 (2024); and

WHEREAS, in addition to the health, safety and welfare concerns associated with camping and sleeping in public rights of way, which is regulated by Florida Statutes, Section 125.0231, the solicitation of contributions in public rights of way also creates a public safety concern which must be addressed; and

WHEREAS, the solicitation of contributions in public rights of way can cause feelings of intimidation and harassment to drivers, can block the safe passage of traffic and can increase the risk of pedestrian related traffic accidents and injuries; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, convenience and general welfare to establish regulations to prohibit camping and sleeping on public property, at public buildings, on public grounds or in public rights of way, consistent with Florida Statutes, Section 125.0231, and to prohibit the solicitation of contributions in public rights of way.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

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.

SECTION 2. DEFINITIONS. The following definitions shall apply to the interpretation and enforcement of this Ordinance. Any words not explicitly defined shall have the common meaning.

A. *Camp* means residing or sleeping outdoors or in a temporary shelter located outdoors. This term does not include recreational or relaxation activities in a public park during Daylight Hours, such as picnicking, playing, or resting, provided there is no intent to remain overnight. This term also does not include overnight camping activities in an area of a public park that is properly designated as an overnight campground, so long as the overnight camping activities comply with the regulations and requirements of such campground.

B. *Camp Paraphernalia* means items used for overnight habitation, including, but not limited to, tents, huts or other temporary shelters, tarpaulins, cots, sleeping bags, mattresses, hammocks, or portable cooking devices, including but not limited to camp stoves and grills. This term does not include such items when they are temporarily used in a park for recreation or relaxation during Daylight Hours when the park is open to the public, nor does it include items such as chairs or picnic baskets, as long as they are used solely for daytime activities, provided there is no intent to remain overnight.

C. *Daylight Hours* means the period from one-half hour before sunrise to one-half hour after sunset, as determined by the National Weather Service for Highlands County, Florida, or the operating hours of a public park, whichever is shorter.

D. *Public Property* means any real property, park, right-of-way, building, structure, equipment, sign, shelter, vegetation, trail, and/or public open space, including all associated areas such as parking lots, controlled or owned by the state, the County, any municipality or any other government entity.

E. *Public Right of Way* means real property owned by the state, the County, any municipality or other government entity used for infrastructure, transportation facilities and surrounding land and designated for use by the travelling public.

F. *Solicit* means to ask for or try to obtain something from someone.

G. *Store* means leaving Camp Paraphernalia unattended on Public Property that is not properly designated as a campground for more than two hours with the intent to use them for camping or overnight habitation. This term does not include leaving items like tents, blankets, chairs, picnic baskets, or portable cooking devices in a public park during Daylight Hours for recreational or relaxation activities, provided there is no intent to remain overnight.

SECTION 3. PROHIBITION AGAINST CAMPING ON PUBLIC PROPERTY AND SOLICITATION IN PUBLIC RIGHT OF WAY. It shall be unlawful for any individual, person, entity, group, representative or corporation to:

A. Camp on any Public Property, or

B. Store Camp Paraphernalia on Public Property that is not properly designated as a campground with the intent to use the same for camping or overnight habitation; or

C. Solicit in or on the Public Right of Way in such a manner as to block or interrupt the flow of traffic or which causes a safety hazard that impedes the flow of traffic.

SECTION 4. PENALTIES. Any individual, person, entity, group, representative, or corporation violating any provision of this Ordinance shall be subject to the following penalties:

A. First Offense: A warning shall be issued by a law enforcement officer. The warning must include a clear explanation of the violation, the corrective action required, and the potential consequences of noncompliance or subsequent violations. If the individual or entity fails to comply after receiving the warning and continues the prohibited conduct, the law enforcement officer is authorized to take the individual into custody for noncompliance. Such noncompliance constitutes a subsequent violation under this Ordinance and shall be charged as a misdemeanor of the second degree in accordance with Section 775.082 or Section 775.083, Florida Statutes. Upon conviction in a judicial proceeding before the county court in and for Highlands County, Florida, the offender may be subject to imprisonment in the county jail for a period not exceeding 30 days, a fine not exceeding $500.00, or both, as determined by the court.

B. Second or Subsequent Offenses: Any person, entity, group, representative, or corporation found to have committed a second or subsequent violation of this section shall be charged as a misdemeanor of the second degree in accordance with Section 775.082 or Section 775.083, Florida Statutes. Upon conviction in a judicial proceeding before the county court in and for Highlands County, Florida, the offender may be subject to imprisonment in the county jail for a period not exceeding 30 days, a fine not exceeding $500.00, or both, as determined by the court.

C. Repeated Violations in Different Locations: If a person, after being warned or arrested, leaves the initial location and re-establishes the prohibited activity at a new location in violation of this section, such action constitutes a new and separate offense subject to penalties for a second or subsequent violation, as outlined above.

SECTION 5. APPLICABILITY. This Ordinance shall apply to unincorporated Highlands County, Florida, and the municipalities, and other government entities located within Highlands County Florida, unless such municipality or other government entity adopts or has adopted an ordinance that conflicts with the subject matter contained herein.

SECTION 6. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 7. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the adoption of the regulations set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 8. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 9. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2, Section 3 and Section 4 of this Ordinance shall be codified in the Highlands County Code of Ordinances and 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.

B. 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 10. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Arlene Tuck, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

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

SUBJECT/TITLE: **Consideration of Statement of Legislative Intent to extend the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Provide direction to staff.

FISCAL IMPACT

The fiscal impact is not determinable at this time but is an estimated loss of $2.5 million per year (500 new homes x approx. $5,000 per home impact fee assessment) that will not be collected for capital improvement items.

Attachments: Statement of Issue_IF MORT EXT.pdf

Statement of Issue

On September 5, 2006, the County adopted its Impact Fee Ordinance (05-06-44). The ordinance has been amended several times since the September 2006 adoption date. The Board has suspended impact fees regularly beginning in 2009. The Impact Fees moratorium is in place through August 2025. Staff is seeking the Board's direction regarding an extension of the impact fee moratorium.

The Board approved the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highland's County Comprehensive Alternative Revenue (CAR) Study.

Highlands County's comprehensive funding study includes an evaluation of impact fees, Municipal Service Taxing Unit (MSTU), Municipal Service Benefit Unit (MSBU) and other alternative revenues.

In addition to the development of impact fees, the study is to evaluate whether implementation of other funding programs would be beneficial. Additionally, a rate analysis will also be completed for stormwater facilities.

The study's timeline is as follows:

Task Description	Date
1. Receipt of Notice to Proceed	December 2, 2024
2. Submittal of Data Needs Memo	January 2, 2025
3. Kick-off Meeting (Virtual)	January 13, 2025
4. Receipt of All Requested Data	February 14, 2025
5. Technical Study	February - October, 2025
6. Submittal of Draft Technical Report	September 19, 2025
7. Draft Report Review Meeting (Virtual)	Week of September 22, 2025
8. Commission Workshop	October, 2025
9. Submittal of Final Report	2 Weeks After Receipt of All Comments
10. Public Hearing	October/November, 2025

We have completed task 1 – 4, and are currently in the process of completing task 5.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 04, 2025

PRESENTER: **Kenya A. Anderson, MSP, Senior Project Manager James D. Langford, P.E., Assistant County Administrator /Acting County Engineer**

SUBJECT/TITLE: **Request approval of Consultant Services Authorization (CSA) No. 1 between Highlands County and SAM Construction Services, LLC (SAM) for Construction Engineering and Inspection (CEI) services for construction of the Beacon Avenue widening and resurfacing, Project No. 22060.**

STATEMENT OF ISSUE

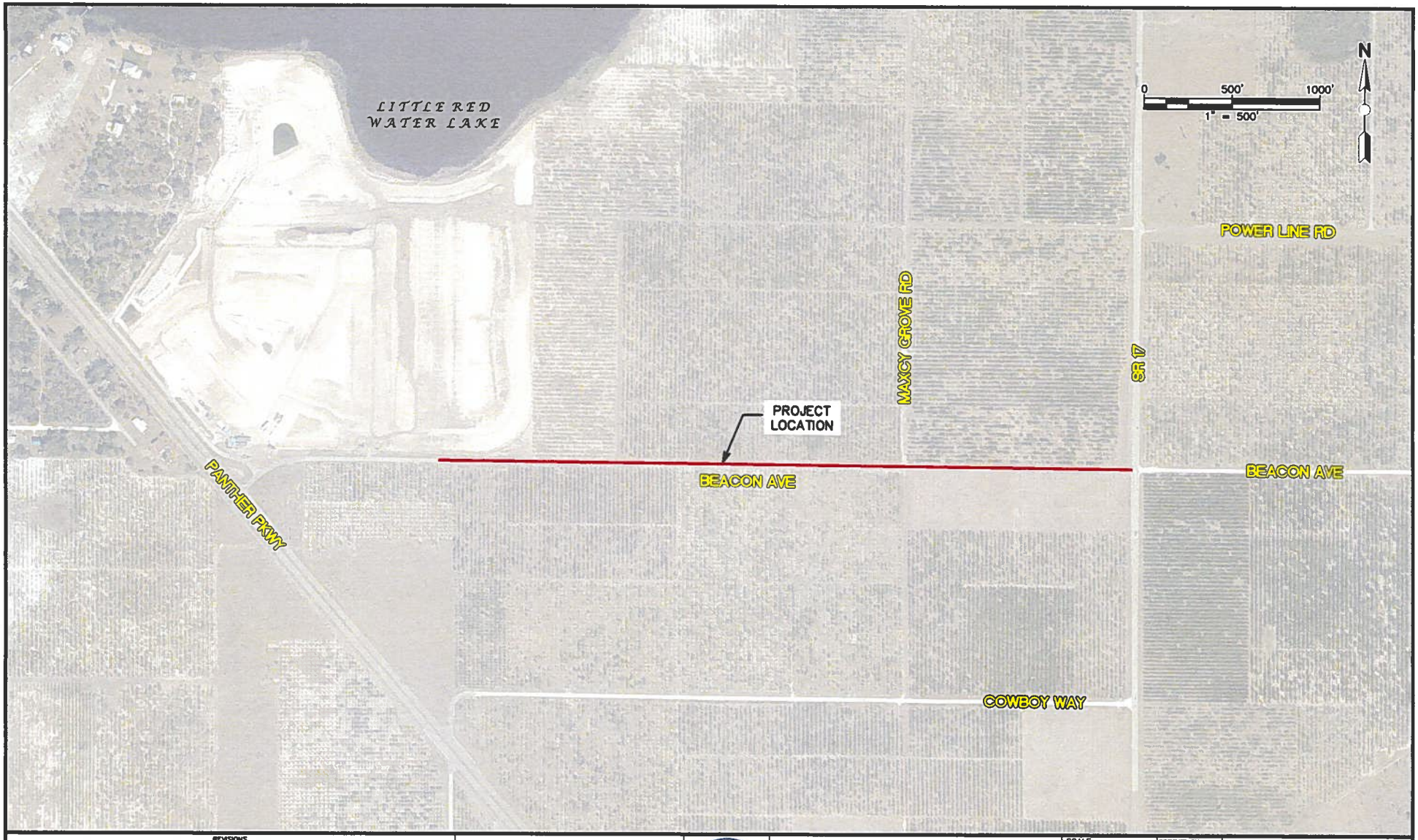
RECOMMENDED ACTION

Move to approve CSA No. 1 between Highlands County and SAM Construction Services, LLC for CEI services for the construction of the Beacon Avenue widening and resurfacing, Project No. 22060.

FISCAL IMPACT

The fiscal impact of $176,404.00 to Fund 151 (Infrastructure Surtax) is included in the FY24/25 Adopted budget, Project 22060 (Beacon Ave. Widening), account 56301Z (Proj. Capital Infrastructure) as the funding for this project was originally approved and included in the FY22/23 Adopted budget and CFS. FDOT is willing to reimburse the County up to the amount of $1,496,161.00 for design, construction, and construction engineering and inspection (CEI) for Project 22060.

Attachments: Location Map 2.pdf
Attachments: REG 1250-2024 - Statement of Issue 2.pdf
Attachments: SAM Construction CSA - CEI.pdf



REVISIONS		
DATE	BY	DESCRIPTION

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

FOR INFORMATION

BEACON AVENUE
ROADWAY IMPROVEMENTS

LOCATION MAP

SCALE: HORIZ. 1"=500' VERT. N/A		DESIGNED BY: J.D. LANGFORD, P.E.
PROJECT NO. 22060	REV. 0	DRAWN BY: STACEY MAHONEY
		CHECKED BY: J.D. LANGFORD, P.E.
SHEET 1 OF 1		IN CHARGE: J.D. LANGFORD, P.E.
		DATE: 2/6/2025

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO. 78402

Statement of Issue

Agenda Item # 1250-2024

On May 02, 2023, the Board approved the Small County Outreach Program (SCOP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the design, construction, and construction engineering and inspection (CEI) for the design and construction associated with the widening and resurfacing of Beacon Avenue from SR 17 to approximately 1,150 linear feet west of Panther Parkway (fka Sebring Parkway Phase III). Project No. 22060 (Beacon Avenue Widening) was set up and funded in Fiscal Year 22/23 and includes widening and resurfacing approximately 3,930 linear feet of the two-lane roadway, reconstruction of existing sideroad turnouts, drainage improvements, and all incidentals to complete said construction components.

In accordance with the aforementioned agreement, attached for your review and approval is CSA No. 1 between Highlands County and SAM in the amount of $176,404.00 for CEI services for the widening and resurfacing of a portion of Beacon Avenue.

The project was designed by the Highlands County Engineering Department and construction services are to be performed by the Highlands County Road and Bridge Department. The estimated construction commencement date is July 1, 2025. Per the FDOT grant agreement, construction must be completed by June 30, 2028.

The Board Attorney has reviewed and approved the CSA. Kenya A. Anderson is the Project Manager for this project under the direct supervision of the engineer of record, James D. Langford, P.E., Acting County Engineer.

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following

☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	#1

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement between HIGHLANDS COUNTY ("COUNTY") and **SAM-Construction Services, LLC.,** ("CONSULTANT") identified by the Master Contract Date ("Agreement"). In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount: $176,404.00

Budget Account Number: Fund or cost enter/account/project #, if applicable.
4102A/56301Z/22060

RFP# 20-024 Category 6 CEI

Master Contract Date: April 23, 2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☒ **Exhibit C** – Sub-Consultants
☐ **Exhibit D** – Plans/Drawings/Survey

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Kenya A. Anderson, MSP Transportation	Print Name: James D. Langford, P.E.
X Kenya A. Anderson Digitally signed by Kenya A. Anderson Date: 2025.04.25 12:45:21 -04'00'	X JD Langford
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: M. Brett Smith, PE	Print Name: Rick Ward, PE
X M. Brett	Consultant Project Manager Email & Telephone#: rick.ward@sam-cs.biz/ 941-720-7957
3. Consultant Signature	

PURCHASING REVIEW

Purchasing Manager or Designee
Print Name: Stacy D. Quillen, Procurement Manager

X Stacy Quillen
4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee
Print Name: Sherry Sutphen, County Attorney (Chantel Strahan)

X Chantel Strahan
Chantel Strahan (May 12, 2025 11:23 EDT)
5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
	Print Name: Arlene Tuck, Chair
X TO BE EXECUTED BY BOARD CHAIR	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: Beacon Avenue Widening Project

The CONSULTANT is to provide the following Construction Engineering and Inspection (CEI) services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

Project includes widening and resurfacing approximately 3,930 linear feet of the two-lane roadway of Beacon Avenue from SR 17 to approximately 1,150 linear feet west of Panther Parkway (fka Sebring Parkway Phase III), reconstruction of existing sideroad turnouts, drainage improvements, and all incidentals to complete said construction components. All work will be within the Beacon Avenue right-of-way in Sebring, FL.

TASK 1. Construction Engineering and Inspection

General
The CONSULTANT shall provide on-site inspection services during construction as necessary to observe the general progress and quality of the various aspects of the Highlands County Road and Bridge Department's (hereinafter referred to as "Contractor") and subcontractor's work. Such visits and observations by the CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to the CONSULTANT in this Agreement and the Design Plans. Based on information obtained during such visits and such observations, the CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Design Plans and the CONSULTANT shall keep the COUNTY informed of the progress of such work. The responsibilities of the CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations in this Agreement.

The CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Design Plans.

Off-Site Inspection
Inspection of off-site production and/or fabrication is not included in this contract.

Sampling and Testing
The CONSULTANT shall perform sampling and testing of component materials and completed work in accordance with the Construction Design Plans. The minimum

sampling frequencies set out in the FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the CONSULTANT shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

Inspection and sampling of materials and components at locations remote from the vicinity of the project and of materials normally done in a laboratory remote from the project site are not included in this contract.

The CONSULTANT shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, etc.

The COUNTY shall retain the right to monitor the effectiveness of the CONSULTANT's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications.

Documentation reports on sampling and testing performed by the CONSULTANT shall be submitted to responsible parties during the same week that the construction work is done.

The CONSULTANT shall be responsible for coordinating the transportation of samples to be tested in a laboratory to the appropriate laboratory or appropriate local facility as directed by the COUNTY.

Inspection Services

The CONSULTANT shall: endeavor to coordinate with the County's project manager in all activities involved in completing the construction project.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for all Construction activities, including, but not limited to: maintaining complete, accurate records of activities and events relating to the project, and properly documenting significant project changes. The CONSULTANT shall perform the following services:

(1) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 87, No. 15, Monday, January 24, 2022, pages 3522 to 3532 "National Pollutant Discharge Elimination System (NPDES) 2022 Issuance of General Permit for Stormwater Discharges From Construction Activities" and guidelines developed by FDOT.

(2) Produce daily reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.

(3) Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.

(4) Facilitate communication between Utility Agency's representatives, COUNTY's staff and Contractors in execution of the work and provide assistance in the resolution of utility issues. The CONSULTANT shall not be responsible for the utility relocation work or final locations placed. All utility relocations required shall be coordinated between the Contractor and Utility Agencies.

(5) Produce daily reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.

(6) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(7) The CONSULTANT shall utilize a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

(8) Other Management Engineering Services shall include, but are not limited to, the following:

(a) The CONSULTANT shall schedule and conduct a pre-construction conference for the project. The CONSULTANT shall record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

(b) The CONSULTANT shall maintain on a daily basis a complete and accurate record of activities and events, including but not limited to, manpower, equipment, subcontractors, accidents, weather and other significant data and events relating to the project and a record of work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications and shall submit a copy monthly. The CONSULTANT shall immediately report apparent significant changes in quantity, time or cost as they are noted. The CONSULTANT shall maintain a daily Construction Diary which shall outline activity on each project each day. All emergencies shall be reported immediately to the COUNTY, but in no case in excess of 24 hours.

(c) The CONSULTANT shall maintain a log of materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

(d) The CONSULTANT shall maintain records of sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items. The field reports for records of work and testing results shall be submitted at the completion of the project.

(e) The CONSULTANT shall maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. The Engineer of Record shall review all shop drawings. The CONSULTANT shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations and evaluate any circumstances which affect the progress or cost of the work. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Contractor.

(f) Once each month, the CONSULTANT shall prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate

(g) The CONSULTANT shall provide to the Contractor interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the COUNTY may request an interpretation from the Engineer of Record.

(h) The CONSULTANT shall analyze problems that arise on the project and/or all proposals submitted by the Contractor and prepare a recommendation to the COUNTY with appropriate justification and documentation.

(i) The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly not within the scope of the original contract. Recommend such changes to the COUNTY for approval.

(j) Upon identification of a proposed changed condition or construction contract change, the extent of change shall be analyzed, and an order of magnitude estimate of cost and time change, if any, will be prepared. The CONSULTANT shall prepare the fair cost estimate.

(k) Assist the COUNTY in negotiating all changes with the Contractor. The CONSULTANT shall determine a fair cost estimate when deemed necessary by the COUNTY. The COUNTY will review and approve recommended changes in cost and time. The CONSULTANT shall prepare change order documents subject to COUNTY approval and the COUNTY along with the CONSULTANT will track the status of each one until executed. The CONSULTANT shall prepare supplement and back up documentation when required by the COUNTY.

(l) The CONSULTANT shall monitor the construction contract to the extent necessary to determine whether construction activities violate the requirements of any permits. The CONSULTANT shall notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the COUNTY immediately. The COUNTY will provide to the CONSULTANT a copy of each permit within the Project limits.

(m) Assist in the coordination between the Contractor and utility companies so that conflicting utilities are removed, adjusted or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the COUNTY's procedures.

(n) The CONSULTANT's Project Manager will assist bi-weekly meetings as necessary with the respective Contractor, Subcontractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings will be recorded on the Engineer's Bi-weekly Meeting Summary with minutes distributed to all affected parties including the COUNTY.

(o) Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

(p) The CONSULTANT shall address public information matters dealing directly with the construction project. The CONSULTANT shall be sensitive to public image, handling of press/media, project safety, maintenance of traffic issues, etc., and shall inform and assist appropriate COUNTY personnel and/or their designee in the presentation and dissemination of project information to the public. All public information matters dealing with situations not directly relating to the construction project shall be directed to the COUNTY, who may delegate certain aspects to the CONSULTANT.

(q) The CONSULTANT shall record the progress of work by taking color photographs of pertinent construction activities. The extent and frequency of the photographs shall be determined by the CONSULTANT unless

specifically dictated otherwise by the COUNTY. Photographic documentation of noteworthy incidents or events shall be made including, but not limited to, the following:

- Pre-Construction Photographs
- Exceptional Progress of Work
- Accidents Showing Damage
- Unsafe Working Conditions
- Unusual Construction Techniques
- Damaged Equipment or Materials

Project photographs shall be furnished, as soon as available and upon request, to the COUNTY. Pertinent photographs will be maintained and available for viewing at the project office throughout the course of construction.

(r) The CONSULTANT shall make recommendations of any payment requested by the Contractor in an Application for Payment. Payment shall constitute a representation by the CONSULTANT to the COUNTY based on the CONSULTANT's on-site observations of the work in progress as an experienced and qualified design professional and on the CONSULTANT's review of the applications for payment and the accompanying data and schedules that the work has progressed to the point indicated, that to the best of the CONSULTANT's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and that the Contractor is entitled or is not entitled to the payment of the amount recommended.

Deliverables

- Meeting minutes, daily work reports and closeout documents.
- Sampling and Testing.
- Contract Administration Reports.
- Provide updates regarding Permit Compliance and requirements.
- Provide responses to RFI or other discrepancies.
- Daily, weekly, bi-monthly and monthly reporting as further defined above.
- Photographic and Digital Documentation.

PERIOD OF SERVICES:

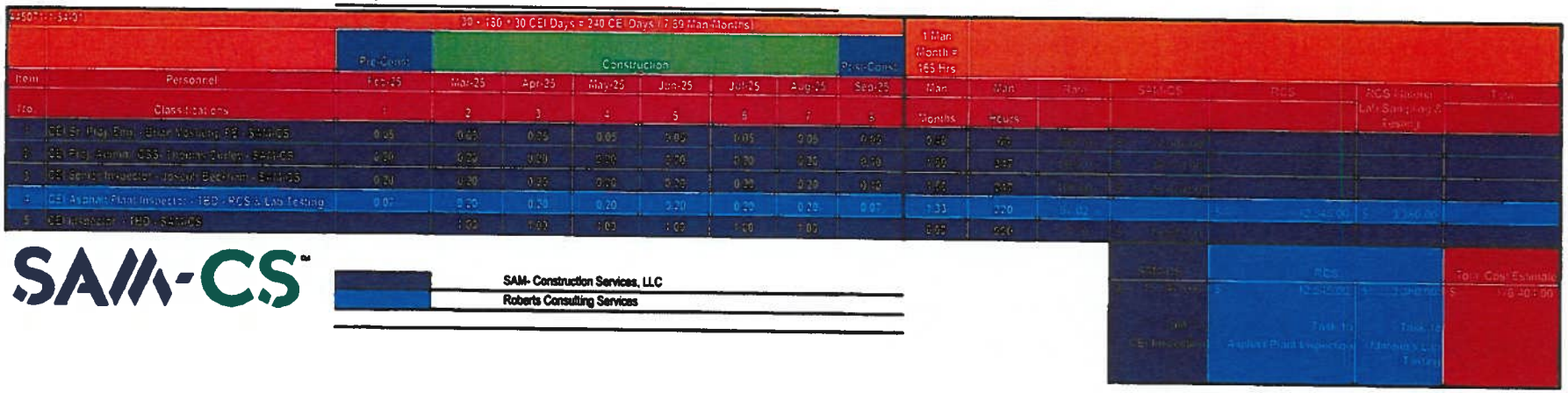
Upon receipt of a fully executed copy of this Authorization Form and the County's Purchase Order ("PO"), the CONSULTANT will promptly initiate the Scope of Services outlined above. The time to reach final completion the services will be within **180 calendar days from the date of the PO**.

Exhibit "B"
Compensation

Beacon Avenue Widening		
TASK	DESCRIPTION	FEE
1a	Construction Engineering and Inspection (CEI)	$160,479
1b	Asphalt Plant Inspection	$ 12.545
1c	Materials Lab Sampling & Testing	$ 3,380
FEE (Including Reimbursable Expenses)		**$ 176,404**

ATTACH DETAILED COST BREAKDOWN This is a not to exceed fixed fee based on the approved Agreement rates and manhours shown on the attached detailed cost breakdown.

FIRM PREPARING ESTIMATE:	**SAM - Construction Services, LLC**
FINANCIAL PROJECT ID:	**445071-1-54-01**
FAP NO.:	**N/A**
PROJECT NAME/From/To:	**Beacon Avenue Widening and Resurfacing, Project No. 22060, FM#445071-1-54-01 SCOP**
COUNTY:	**Highlands**
PROJECT TYPE & DESCRIPTION:	**Roadway Improvements**
DATE PREPARED:	**12/20/2024**



SAM-CS™

SAM- Construction Services, LLC

Roberts Consulting Services

Exhibit "C"
Sub-Consultants

Type/Service:	**Asphalt Plant Inspection and Materials Laboratory Sampling and Testing**
Name:	**Roberts Consulting Services, Inc.**
Address:	**2003 Havendale Blvd NW, Winter Haven, FL 33881**
Contact:	**Aaron Roberts**
Contact Phone:	**863-224-6280**
Contact E-mail:	**aaron.roberts@rcseng.net**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jun 17, 2025**

PRESENTER: **David Nitz, OMB Manager Sherry Sutphen, County Attorney Tanya Cannady, Business Svcs Director**

SUBJECT/TITLE: **Request approval of RFP for Infrastructure Sales Surtax Refunding Revenue Bond Series 2025 and request Adoption of Resolution 24-25-112.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve RFP for Infrastructure Sales Surtax Refunding Revenue Bond Series 2025 and request Adoption of Resolution 24-25-112.

FISCAL IMPACT

The fiscal impact is a $12,000,000 loan to the HCISSRB Construction Fund and will be appropriated in cost center 2680G (HCISSR LTD Capital 2025), Project 21064 (County Jail Facility Expansion), account 56200Z (Project Building) in the amount not to exceed $7,000,000 and the balance will be used for near future projects for the purchase/construction of additional office facilities.

Attachments: Reg.-1262-2024 Statement of Issue_Revenue Note Series 2025.pdf
Attachments: Supplemental Resolution - Series 2025.PDF

Reg.-1262-2024 **Statement of Issue**

On November 2, 2021, the county secured $10,000,000 to start the County Jail Facility Expansion with the understanding that additional funding would most likely be needed to complete Phase I of this modular facility. The reason for not borrowing additional funds at that time was to keep the county's annual debt service payments consistent for budgeting purposes as the Infrastructure Sales Surtax collected is the funding source to service the debt. The expenditures to date for this project are $2,234,211.41 and encumbrances of $14,111,247.60 for a total estimated cost of $16,345,659 for Phase I assuming no large change orders/amendments.

The planned use for the balance of loan proceeds is to purchase/remodel existing facilities or construct new office space as the Government Center and Annex have reached maximum capacity. The needed room is for Board departments as well as for the Constitutional Officers.

The Series 2025 Note will be issued in an aggregate principal amount not to exceed $12,000,000, with an interest rate of 3.92% (subject to adjustment as set forth in the Series 2025 Note), and with a maturity date of November 1, 2033.

RESOLUTION NO. 24-25-112

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA SUPPLEMENTING RESOLUTION NO. 02-104 OF THE COUNTY PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $12,000,000 PRINCIPAL AMOUNT OF HIGHLANDS COUNTY, FLORIDA INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2025 FOR THE PURPOSE OF (I) FINANCING AND/OR REIMBURSING THE COST OF THE CONSTRUCTION, ACQUISITION, DESIGN, RENOVATION, AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS TO GOVERNMENTAL FACILITIES OF THE COUNTY, INCLUDING WITHOUT LIMITATION ADMINISTRATIVE AND JAIL FACILITIES AND (II) PAYING CERTAIN COSTS AND EXPENSES RELATING TO THE ISSUANCE OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF SUCH NOTE; AUTHORIZING THE NEGOTIATED SALE OF SUCH NOTE TO WEBSTER BANK, NATIONAL ASSOCIATION; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE COUNTY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Highlands County, Florida, that:

SECTION 1. Definitions. When used in this 2025 Supplemental Resolution, capitalized terms shall have the meanings given them below or in the Resolution (as defined below), unless the context clearly otherwise requires:

"Authorizing Resolution" shall mean Resolution No. 02-104 adopted by the Board of County Commissioners of Highlands County, Florida on May 21, 2002, as amended and supplemented, and as it may be amended and supplemented from time to time.

"Issuer" shall mean Highlands County, Florida, a political subdivision of the State of Florida.

"Lender" shall mean Webster Bank, National Association, together with its successors and assigns, as the initial Holder of the Series 2025 Note.

"Permitted Lender" shall mean (a) any affiliate of the Lender or (b) a bank, trust company, savings institution, insurance company, "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 ("1933 Act") or "accredited investor" under Rule 501(a) of Regulation D as promulgated under the 1933 Act, or their affiliates.

"Project" shall mean the construction, acquisition, design, renovation, and equipping of various capital improvements to governmental facilities of the Issuer, including without limitation administrative and jail facilities.

"Resolution" shall mean the Authorizing Resolution, as amended and supplemented from time to time, and as particularly amended by Resolution 21-22-12 adopted by the Board on November 2, 2021, and as particularly supplemented by the 2025 Supplemental Resolution.

"Series 2025 Construction Account" shall have the meaning ascribed thereto in Section 8 herein.

"Series 2021 Note" shall mean the Issuer's Infrastructure Sales Surtax Refunding Revenue Note, Series 2021.

"Series 2025 Note" shall mean the Issuer's Infrastructure Sales Surtax Revenue Note, Series 2025 authorized pursuant to Section 5 hereof.

"2025 Supplemental Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by a subsequently adopted Supplemental Resolution.

SECTION 2. Authority for 2025 Supplemental Resolution. This 2025 Supplemental Resolution is a Supplemental Resolution adopted pursuant to the provisions of the Act and Ordinance No. 13-14-08 enacted by the Board of County Commissioners of the Issuer on June 17, 2014 and a successful referendum conducted pursuant thereto on August 26, 2014 and the Authorizing Resolution.

SECTION 3. Findings. It is hereby ascertained, determined and declared:

(1) That the Issuer deems it a public purpose, necessary and desirable to provide for the financing and/or reimbursing of the Cost of the Project to preserve and protect public safety in the Issuer and promote public welfare.

(2) That prior to the issuance of the Series 2025 Note, the Sales Tax Revenues will not be pledged in any manner to the payment of any other indebtedness of the Issuer except for the Series 2021 Note.

(3) That the estimated Sales Tax Revenues will be sufficient to pay the principal of and interest on the Series 2021 Note and the Series 2025 Note, as the same become due, and all other payments provided for in the Resolution.

(4) That the requirements of Section 5.02 of the Authorizing Resolution for issuance of Additional Bonds will be satisfied and the Series 2025 Note will constitute an "Additional Bond" pursuant to the Authorizing Resolution.

(5) That neither the full faith and credit of the Issuer, the State of Florida, nor any political subdivision or agency thereof, shall be pledged to the payment of the principal of, redemption premium, if any, and interest on the Series 2025 Note.

(6) That the issuance of the Series 2025 Note under the provisions of the Home Rule Ordinance and the Resolution shall not directly, indirectly or contingently obligate the Issuer to levy or to pledge any form of ad valorem taxation whatsoever therefore.

(7) That the Series 2025 Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond " within the meaning of any constitutional or statutory provision or limitation, but shall be a limited obligation of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds in accordance with and to the extent set forth in the Home Rule Ordinance and in the Resolution.

(8) That no Holder of any Series 2025 Note shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2025 Note, or be entitled to payment of such Series 2025 Note from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent set forth in the Home Rule Ordinance and in the Resolution.

(9) That the cost associated with the issuance of the Series 2025 Note shall be deemed to include legal expenses, fiscal expenses, expenses for estimates of cost and of revenues, accounting expenses, accrued interest and such other expenses as may be necessary or incidental for the financing and/or reimbursing the Cost of the Project.

(10) That, because of the characteristics of the Series 2025 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2025 Note, it is in the best interest of the Issuer to accept the proposal of the Lender to provide a loan to the Issuer, as subsequently clarified, in response to the Issuer's request for proposals to purchase the Series 2025 Note at a private negotiated sale. At or prior to the time of the purchase of the Series 2025 Note by the Lender on the date of issuance of the Series 2025 Note to evidence such loan, the Issuer shall receive from the Lender a Lender's Certificate, substantially in the form attached hereto as Exhibit B, a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C, and an anti-human trafficking affidavit required by Section 787.06(13), Florida Statutes, substantially in the form attached hereto as Exhibit D.

(11) That this 2025 Supplemental Resolution shall be a Supplemental Resolution as such term is defined in the Resolution.

SECTION 4. Authorization of the Project. The Issuer does hereby authorize the (i) financing and/or reimbursing of the Cost of the Project and (ii) paying certain costs and expenses relating to the issuance of the Series 2025 Note.

SECTION 5. Authorization of the Series 2025 Note. The Series 2025 Note entitled to the benefit, protection and security of the Resolution is hereby authorized for the principal purposes described above, and shall be designated as, and shall be distinguished from the Bonds (including without limitation notes) of all other Series by the title "Highlands County, Florida Infrastructure Sales Surtax Revenue Note, Series 2025." Such Series 2025 Note shall for all purposes be considered to be issued under the authority of the Resolution, and shall be entitled to all the protection and security provided in the Resolution for Bonds issued thereunder. Such Series 2025 Note shall be issued in an aggregate principal amount of not to exceed $12,000,000; provided the Issuer may change such series designations in the event that the total authorized amount of the Series 2025 Note is not issued in a simultaneous transaction or the Series 2025 Note is not issued in calendar year 2025.

The Series 2025 Note shall be dated as of its date of delivery; shall be issued as a single fully registered Note; and payments of principal of and interest on the Series 2025 Note shall be payable by check or bank wire transfer at such place as the Holder of the Series 2025 Note may designate to the Paying Agent and Registrar (as hereinafter appointed) in writing.

Principal and interest on the Series 2025 Note shall be paid from amounts in the Interest Account and the Bond Amortization Account, pursuant to Section 4.05(A)(1) and (3), respectively, of the Authorizing Resolution, in the amounts described below.

The Series 2025 Note shall mature on November 1, 2033 and shall bear interest payable to the Holder thereof semi-annually in arrears on each May 1st and November 1st (each an "Interest Date" for the Series 2025 Note as such term is used in the Resolution), commencing May 1, 2026 at an initial fixed annual interest rate of 3.92% (subject to adjustment as set forth in the Series 2025 Note). All interest payments shall be calculated on a 30/360 basis. Principal on such Series 2025 Note shall be payable annually on each November 1st in the amounts and years set forth in the Series 2025 Note.

The Series 2025 Note shall not be prepayable prior to November 1, 2028. On November 1, 2028 through and including October 31, 2029, and upon at least thirty (30) days' prior written notice to the Holder, the Series 2025 Note shall be subject to prepayment at the option of the Issuer in whole or in part on any payment date with a prepayment premium of 2%, by paying to the Holder the principal amount on the Series 2025 Note being prepaid, together with the unpaid interest accrued to the date of such prepayment, plus said prepayment premium of 2%.

On or after November 1, 2029, and upon at least thirty (30) days' prior written notice to the Holder, the Series 2025 Note shall be subject to prepayment at the option of the Issuer in whole or in part on any payment date with no penalty or premium, together with the unpaid interest accrued to the date of such prepayment. Any partial prepayment shall (i) occur no more than once during any consecutive 12-month period, (ii) be in a principal amount of not less than $1,000,000; and (iii) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

SECTION 6. Description of the Series 2025 Note. The Series 2025 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Chairman, such approval to be conclusively evidenced by the execution thereof by the Chairman. The Series 2025 Note shall be executed on behalf of the Issuer with the manual or facsimile signature of the Chairman, shall be attested and countersigned by or bear the facsimile signature of the Clerk, and shall be approved as to form with the manual or facsimile signature of the County Attorney. The official seal of the Issuer shall be imprinted on the Series 2025 Note. In case any one or more of the officers who shall have signed or sealed the Series 2025 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2025 Note so signed and sealed has been actually sold and delivered, the Series 2025 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed the Series 2025 Note had not ceased to hold such office. The Series 2025 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of the Series 2025 Note shall hold the proper office of the Issuer, although, at the date of the Series 2025 Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this 2025 Supplemental Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2025 Note shall be actually sold and delivered. The Series 2025 Note evidences a loan from the Lender to the Issuer and will be initially registered to the Lender upon its issuance. So long as the Series 2025 Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Series 2025 Note. The Series 2025 Note shall be transferable only upon such registration books, upon surrender thereof to the Issuer, together with an assignment duly executed by the Holder of the Series 2025 Note or its attorney or legal representative in the form of the assignment set forth on the form of the Series 2025 Note. Notwithstanding anything herein to the contrary, the Series 2025 Note may be transferred only to a Permitted Lender, in whole and in part, and denominations not less than $100,000 (or the total principal amount outstanding if less than $100,000). Any former and new Holder of the Series 2025 Note agrees to notify the Issuer immediately if such a transfer should occur, and such notice shall designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 7. No Reserve Funding. The Series 2025 Note shall not be secured by any amounts or surety bonds on deposit in the Reserve Account or any subaccount created therein, and the Reserve Account Requirement, with respect to the Series 2025 Note shall equal $0.

SECTION 8. Application of the Series 2025 Note Proceeds. Together with other legally available funds of the Issuer, the proceeds derived from the sale of the Series 2025 Note, shall, simultaneously with the delivery of the Series 2025 Note to the Lender, be deposited in the Series 2025 Construction Account hereinafter established and applied to the Costs of the Project and to pay all costs and expenses in connection with the preparation and issuance of the Series 2025 Note (including but not limited to legal and financial advisory fees and expenses).

The Issuer hereby establishes the "Series 2025 Construction Account" in the Construction Fund. The designation and establishment of the Series 2025 Construction Account by this 2025 Supplemental Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Series 2025 Construction Account, plus any earnings thereon, are pledged to the repayment of the Series 2025 Note.

SECTION 9. Intent to Reimburse. The Board of County Commissioners of the Issuer hereby expresses its intention that the Issuer be reimbursed from the proceeds of the 2025 Note for a portion of the Cost relating to the Project. Pending reimbursement, the Issuer expects to use funds on deposit in the Issuer's general fund or other appropriate fund or account to pay such Cost. This 2025 Supplemental Resolution is intended to constitute with respect to the Project a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations.

SECTION 10. Appointment of Registrar and Paying Agent. The Issuer hereby appoints the Clerk as the Registrar and Paying Agent for the Series 2025 Note.

SECTION 11. Financial Information. At no cost to the Holder of the Series 2025 Note, the Issuer shall provide the Holder of the Series 2025 Note with a copy of its annual budget within 30 days following adoption. At no cost to the Holder of the Series 2025 Note, the Issuer shall provide the Holder of the Series 2025 Note with annual audited financial statements (the "Audit") for each Fiscal Year of the Issuer when available and in no event later than 270 days after the close of such fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant, which may be in electronic .PDF format. The electronic Audit or link may be sent to the following email address (or such other address as the Holder supplies to the Issuer in writing): PublicFinance@WebsterBank.com. If the Audit is not available within 270 days after the end of the Issuer's Fiscal Year, the Issuer will furnish unaudited financial statements to the Holder in the manner described in this Section 11, and will then furnish the Audit to the Holder

immediately upon the availability thereof. The Issuer shall provide the Holder of the Series 2025 Note any other information it may reasonably request. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

SECTION 12. Waiver of Jury Trial. To the extent permitted by applicable law, each of the Issuer and the Holder of the Series 2025 Note, by acceptance of the Series 2025 Note, irrevocable and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Issuer and the Holder of the Series 2025 Note, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this 2025 Supplemental Resolution or any of the other documents relating to the Series 2025 Note. This provision is a material inducement for the Lender's determination to make a loan as evidenced by the Series 2025 Note.

SECTION 13. Role of Lender. The Issuer understands and acknowledges that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this 2025 Supplemental Resolution and the Series 2025 Note and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person, (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this 2025 Supplemental Resolution, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss this 2025 Supplemental Resolution and the Series 2025 Note and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before acting on this 2025 Supplemental Resolution or any such other information, materials or communications.

SECTION 14. General Authority. The members of the Board of County Commissioners of the Issuer, the County Administrator, the Clerk, the County Attorney and all other of the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by the Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2025 Note and the Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Lender to effectuate the sale of the Series 2025 Note to the Lender.

SECTION 15. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Series 2025 Note, nothing in the Resolution, any Supplemental Resolution or in the Series 2025 Note, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer, the Holder of the Series 2025 Note, any right, remedy or claim, legal or equitable, under and by reason of the Resolution or any Supplemental Resolution or any provision hereof or thereof, or of the Series 2025 Note, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Lender and the Persons who shall from time to time be the Holder of the Series 2025 Note.

SECTION 16. No Personal Liability. Neither the members of the Board of County Commissioners of the Issuer, the Clerk, nor any person executing the Series 2025 Note shall be personally liable therefore or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 17. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of the Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of the Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2025 Note issued thereunder and hereunder.

SECTION 18. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

[Remainder of page intentionally left blank]

SECTION 19. Effective Date. This 2025 Supplemental Resolution shall take effect immediately upon its adoption this 17th day of June, 2025.

HIGHLANDS COUNTY, FLORIDA

(SEAL)

_____

Chairman of the Board of County Commissioners

ATTEST:

_____

Clerk of Circuit Court & Comptroller

APPROVED AS TO FORM:

_____

County Attorney

APPROVED AS TO BUDGETARY REQUIREMENTS:

_____

Office of Management and Budget

EXHIBIT A

FORM OF SERIES 2025 NOTE

$12,000,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
HIGHLANDS COUNTY, FLORIDA
INFRASTRUCTURE SALES SURTAX REVENUE NOTE, SERIES 2025

Initial Interest Rate	Maturity Date	Date of Original Issue
3.92%, as may be adjusted as described below	November 1, 2033	June 25, 2025

Registered Holder: WEBSTER BANK, NATIONAL ASSOCIATION

Principal Amount: TWELVE MILLION AND NO/100 DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Highlands County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter defined, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above, together with interest at an interest rate of 3.92% (subject to adjustment as described herein and/or in the Resolution), calculated on a 30/360 basis, on May 1st and November 1st of each year commencing May 1, 2026 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS NOTE THAT NEITHER THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THIS NOTE, THAT THE ISSUANCE OF THIS NOTE UNDER THE PROVISIONS OF THE HEREINAFTER DEFINED RESOLUTION SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE ISSUER TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFORE, THAT THIS NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER AS A "BOND" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION, BUT SHALL BE A LIMITED OBLIGATION OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE PLEDGED FUNDS IN ACCORDANCE WITH AND TO THE EXTENT SET FORTH IN THE

RESOLUTION, AND THAT THE REGISTERED HOLDER SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY THIS NOTE OR BE ENTITLED TO PAYMENT OF THIS NOTE FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT SET FORTH IN THE RESOLUTION.

Principal, unless earlier prepaid, shall be paid in installments on November 1 in each year as follows:

Date	Principal Amount
2026	$1,164,000
2027	1,375,000
2028	1,429,000
2029	1,485,000
2030	1,544,000
2031	1,604,000
2032	1,667,000
2033	1,732,000

This Note shall not be prepayable prior to November 1, 2028. On November 1, 2028 through and including October 31, 2029, and upon at least thirty (30) days' prior written notice to the Registered Holder, this Note shall be subject to prepayment at the option of the Issuer in whole or in part on any payment date with a prepayment premium of 2%, by paying to the Registered Holder the principal amount on this Note being prepaid, together with the unpaid interest accrued to the date of such prepayment, plus said prepayment premium of 2%. On or after November 1, 2029, and upon at least thirty (30) days' prior written notice to the Registered Holder, this Note shall be subject to prepayment at the option of the Issuer in whole or in part on any payment date with no penalty or premium, together with the unpaid interest accrued to the date of such prepayment. Any partial prepayment shall (i) occur no more than once during any consecutive 12-month period, (ii) be in a principal amount of not less than $1,000,000; and (iii) be applied to the then remaining principal repayment schedule in inverse order of installments coming due.

This Note is issued primarily for the purpose of financing and/or reimbursing the Cost of the Project under the authority of and in full compliance with the Home Rule Ordinance, Chapter 125, Florida Statutes, Chapter 212, Florida Statutes, Chapter 218, Part VI, Florida Statutes, the Constitution and laws of the State of Florida, the Code of Ordinances of the Issuer and other applicable provisions of law (collectively, the "Act"), and Resolution No. 02-104 adopted by the Board of County Commissioners of the Issuer (the "Board") on May 21, 2002, as amended and supplemented from time to time, and as particularly amended by Resolution 21-22-12 adopted by the Board on November 2, 2021, and as particularly supplemented by a resolution adopted by the Board on June 17, 2025 (collectively, the "Resolution"), and is subject

to the terms and conditions of the Resolution. Any capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

This Note and the interest thereon are payable solely from and secured by a lien upon and pledge of (1) Sales Tax Revenues, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds"). Reference is made to the Resolution for a more complete description of the security for this Note.

This Note may be exchanged or transferred by the Registered Holder hereof but only upon the registration books maintained by the Issuer and in the manner and to the extent provided in the Resolution.

Upon a Determination of Taxability, the interest rate on this Note shall be adjusted to provide the Registered Holder with an after tax yield on the then outstanding principal amount of this Note at least equal to the after-tax yield that the Registered Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Holder as a result of such Determination of Taxability plus any penalties, fines or associated costs.

"Determination of Taxability" shall mean the circumstance of the interest on this Note becoming includable for federal income tax purposes in the gross income of the Registered Holder, as a result of any action or inaction of the Issuer. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the Issuer or the Registered Holder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency; (ii) the issuance of any public or private ruling of the Internal Revenue Service; or (iii) receipt by the Issuer or the Registered Holder of an opinion of counsel experienced in tax matters relating to municipal bonds, in each case to the effect that the interest on this Note is not excluded from gross income of the Registered Holder for federal income tax purposes, but in each case only after the Issuer shall have been afforded a reasonable opportunity to contest the same.

Upon and during the continuance of a Default Event, this Note shall bear interest at a rate per annum equal to the Default Rate until all amounts then due under this Note are paid in full. The "Default Rate" shall be the interest rate otherwise applicable to this Note, plus 6% per annum, such rate not to exceed the highest rate permitted by law. A "Default Event" means the occurrence of an Event of Default under Section 6.01 of the Authorizing Resolution, until cured.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Registered Holder may designate to the Registrar and Paying Agent in writing.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Board of the Issuer nor any person executing this Note shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, said Highlands County, Florida, by resolution duly adopted by its Board of County Commissioners, has caused this Note to bear the signatures of its Chairman, to be attested and countersigned by the signature of its Clerk and approved as to form by the County Attorney, and a facsimile of the official seal of the Issuer to be imprinted hereon, all as of the 25th day of June, 2025.

HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chairman of the Board of County Commissioners

ATTESTED:

By:_____
Clerk of Circuit Court & Comptroller

APPROVED AS TO FORM:

By:_____
County Attorney

CERTIFICATE OF AUTHENTICATION

This Note is the Series 2025 Note of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

June 25, 2025

HIGHLANDS COUNTY, FLORIDA, as Registrar

By:_____
Clerk of Circuit Court & Comptroller

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Note and does hereby irrevocably constitute and appoint _____ as attorneys to register the transfer of the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:_____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenants in common
TEN ENT	as tenants by the entireties
JT TEN	as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the list above.

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Webster Bank, National Association (the "Lender), has not required Highlands County, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the $12,000,000 Highlands County, Florida Infrastructure Sales Surtax Revenue Note, Series 2025 (the "Note") as evidence of a loan from the Lender to the Issuer, and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bryant Miller Olive P.A. ("Bond Counsel") or Sherry G. Sutphen, Esq. ("Issuer Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel and Issuer Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 02-104 adopted by the Board of County Commissioners of the Issuer (the "Board") on May 21, 2002, as amended and supplemented from time to time, and as particularly amended by Resolution 21-22-12 adopted by the Board on November 2, 2021, and as particularly supplemented by a resolution relating to the issuance of the Note and adopted by the Board on June 17, 2025 (collectively, the "Resolution").

We are aware that the loan evidenced by the Lender's purchase of the Note (the "Loan") involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. We have received all financial and other information regarding the Issuer that we have requested and which we consider relevant or necessary to make an informed decision to purchase the Note and have made our own inquiry into the creditworthiness of the Issuer. In making our decision to make the Loan, we have relied upon the accuracy of information which has been provided to us by or on behalf of the Issuer.

We have knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, and are capable of evaluating the merits and risks of the Loan and can bear the economic risk of the Loan.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, as amended (the "33 Act"), Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the Issuer Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as evidence of a privately placed loan for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may only be transferred to a Permitted Lender pursuant to the terms of the Resolution. We intend to hold the Note to the earlier of maturity or prepayment; provided, however, that we intend to sell a 100% participation interest in the Note to a wholly-owned affiliate of the Lender on the date hereof, at par.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not making the loan or purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We understand that the Note is not a publicly offered municipal security and that, unless otherwise required, no filing will be made with respect to the Note on EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site.

We understand that there will be no CUSIP Number obtained for the Note and that there will be no credit rating obtained for the Note.

We, and the participation interest transferee referred to above, are an "accredited investor" within the meaning of Regulation D promulgated under the 33 Act and/or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the 33 Act.

The representations in this Certificate shall not relieve the Issuer from any obligation to disclosure any information required by the Resolution or as required by applicable law. This Certificate is expressly for the benefit of the Issuer and may not be relied upon by any other party.

DATED this 25th day of June, 2025.

WEBSTER BANK, NATIONAL ASSOCIATION

By:_____
Name: Kevin C. King
Title: Senior Managing Director

EXHIBIT C

FORM OF DISCLOSURE LETTER

Webster Bank, National Association (the "Lender"), proposes to negotiate with Highlands County, Florida (the "Issuer") for the private purchase of its Infrastructure Sales Surtax Revenue Note, Series 2025 (the "Note"), in the principal amount of $12,000,000 in order to evidence a loan being made by the Lender to the Issuer. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Gilmore & Bell, P.C.
Lender's Counsel
$5,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the making of the loan or the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is $0.

4. The management fee to be charged by the Lender is $0.

5. Truth-in-Bonding Statement:

The Issuer is proposing to issue $12,000,000.00 of debt or obligation in order to (i) finance and/or reimburse the Cost of the Project and (ii) pay the costs of issuance of the Note.

Unless earlier prepaid by the Issuer prior to its scheduled maturity date in accordance with the Resolution (as defined herein), the Note is expected to be repaid over a period of 8 years and 5 months, and no later than November 1, 2033. Based solely on calculations provided

by PFM Financial Advisors LLC, the Issuer's financial advisor, at the forecasted annual fixed rate of 3.92% (which assumes that the interest rate is never adjusting during the life of the Note), total interest paid over the life of the Note is estimated to be $2,399,432.00.

The Note will be secured solely by the Pledged Funds in the manner and to the extent as described in Resolution No. 02-104 adopted by the Board of County Commissioners of the Issuer (the "Board") on May 21, 2002, as amended and supplemented from time to time, and as particularly amended by Resolution 21-22-12 adopted by the Board on November 2, 2021, and as particularly supplemented by a resolution adopted by the Board on June 17, 2025 (collectively, the "Resolution"). Any capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution. Based on the above assumptions, issuance of the Note is estimated to result in a maximum of $1,800,642.40 of Pledged Funds of the Issuer not being available to finance other services of the Issuer during the life of the Note.

6. The name and address of the Lender is as follows:

Webster Bank, National Association
200 Elm Street
Stamford, CT 06901
Attention: Public Sector Finance

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 25th day of June, 2025.

WEBSTER BANK, NATIONAL ASSOCIATION

By:_____
Name: Kevin C. King
Title: Senior Managing Director

EXHIBIT D

FORM OF ANTI-HUMAN TRAFFICKING AFFIDAVIT

State of _____

County of _____

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf Webster Bank, National Association (the "Company"), listed below, hereby attests under penalty of perjury that:

The Company, to the best of my knowledge and reasonable belief following reasonable inquiry, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of the Company.

Date: _____ Signed: _____
Entity: Webster Bank, National Association Name: _____
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by _____.

Notary Signature

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____
OR Produced Identification_____

Type of Identification Produced_____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

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

SUBJECT/TITLE: **County Attorney Status Report as of June 11, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Long_Range_Legal_Log_6.11.2025.SGSKatie.docx

LONG RANGE ATTORNEY LOG

***Bolded/underlined** language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, and the travel policy in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	The Hospital Board has hired a law firm out of Tallahassee to draft proposed legislation that will assist the County with the ultimate sale of the hospital. The County Attorney's Office will help the process in any way requested in order to meet the Board's objective of selling the hospital.
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads)	Agreement has been forwarded to the City of Avon Park for first road take over. The County and Avon Park are also working toward an effective tool for dealing with enclaves and annexation. **On June 9, 2025, an email was sent to the Attorney for Avon Park requesting a status of the Agreement review. We have not received a response as of the submittal of this report.** There has been no additional discussion with either Sebring or Lake Placid regarding Joint Planning, roads, annexation, enclaves or service boundaries.
Revisions to organization of Advisory Board and Committees	The County Attorney's Office continues to bring forward revisions to the boards and committees **The County Attorney's Office has conducted meetings with staff liaisons for the Industrial Development Authority/Economic Development Commission (IDA/EDC), the Lake Istokpoga Management Committee (LIMC), and the Natural Resources Advisory Commission (NRAC) to gather additional information necessary to effectuate the proposed anticipated changes to these Committees. The County Attorney's Office continues to work with staff to finalize the proposed changes to bring before the Board.**
Update/Repeal of County policies which have been individually adopted, and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	The County Attorney's Office **continues to work with Purchasing on the agreed framework for the new Procurement Manual, in addition to making revisions to the platform and documentation for solicitations.**
Court Administration Interlocal Agreement	**County Administration and the County Attorney meet with Nick Sudzina and key Court staff members on Thursday, June 5, 2025, regarding the outstanding issues in the Interlocal Agreement. The Agreement revisions have been provided to the Court for review and we expect to be bringing the Agreement forward shortly.**

Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. Landfill **and other solid waste related** fees are currently being analyzed, and the revisions will be brought before the Board shortly.
TDC Grant Application and Agreement	The County Attorney's Office is working with TDC staff to revise the current Grant Application and associated Agreement.
Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.
Local Business Tax Act	The County Attorney's Office has attended meetings with all of the Commissioners regarding the re-establishment of the Business Tax Receipt (BTR) to understand the expectations of each. The County Attorney's Office is now completing additional research based on discussions with each Commissioner. We will schedule a meeting with the Tax Collector once we have a working document so that we can discuss fees for his administration of the BTR.
Legislative Session Updates	The County Attorney's Office continues to monitor several bills that will impact our County and/or our County Departments and the services we provide and will report to the Board accordingly.
Housing (SHIP) Mortgage Documents	The County Attorney's Office will be reviewing and revising the SHIP Mortgage documents including the Satisfaction of Mortgage and Release documents to accommodate issues that we have been experiencing with title companies and with amending documents as necessary based on changes to the SHIP arrangement with property owners.
Ordinance changes for Fire Rescue	**The County Attorney's Office continues to review the ordinance changes requested by Fire Rescue and is conducting research accordingly.**
Code Enforcement	**The County Attorney's Office is working with Code Enforcement to prioritizr liens which are appropriate for foreclosure and violations which are appropriate for nuisance type law suits. We will bring the information to the Board for a decision as to proceeding forward once the information is fully gathered.**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 17, 2025

PRESENTER: **Thomas Hendel - Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer**

SUBJECT/TITLE: **Document and correct for the record, scrivener's errors found in 446322-1 Draft agreements for the W College Drive Phase I previously approved with incorrect percentages documented in the agreement**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 446322-1 Draft Agreement - Partially Executed with Resolution revised.pdf
Attachments: Scriveners Errors - Document 24033 - 446322-1 - Statement of Issue.pdf

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Thomas Hendel, Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-076 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase I to appropriate funds to Project 24033 West College Drive Phase I. reconstructing a 2-lane roadway into a 4-lane roadway from the Memorial Dr. to SFSC Entrances.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-076 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase I to appropriate funds to Project 24033 West College Drive Phase I. reconstructing a 2-lane roadway into a 4-lane roadway from the Memorial Dr. to SFSC Entrances.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Res. 23-24-076.FDOT Project 446322-1-54-01.sgs.pdf
Attachments: 446322-1 W College Dr Reconstruction Phase I - Statement of Issue.pdf
Attachments: 446322-1 W College Dr Reconstruction Phase I - FDOT Draft Agreement.pdf

RESOLUTION NO. 24-25-076

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 446322-1-54-01; 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, FDOT has awarded a County Incentive Grant Program grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 446322-1-54-01, for the design, construction, and construction engineering and inspection services of W. College Drive from Memorial Drive to South Florida State College Entrances - Phase I, hereinafter referred to as the "Project"; and;

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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 Authorization to Execute.** The County Incentive Grant Program Agreement related to FDOT Financial Project No.: 446322-1-54-01, for the 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 the County Incentive Grant Program Agreement identified by FDOT Financial Project No.: 446322-1-54-01, 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 immediately upon adoption.

PASSED AND ADOPTED this 15 day of April, 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY, FLORIDA

By: Arlene Tuck
Arlene Tuck, Chairwoman

ATTEST:

theo watts for
Jerome Kaszubowski, Clerk of Court



Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 446322-1-54-01

STATEMENT OF ISSUE

Attached for your review and approval is the County Incentive Grant Program (CIGP) Agreement between State of Florida Department of Transportation (FDOT) and Highlands County, and Resolution 24-25-076 authorizing the Chairwoman of the Board to execute said Agreement for Highlands County Project Number 24033 for the design, construction, and construction engineering and inspection (CEI) for reconstructing the existing 2-lane roadway into a 4 lane roadway from midway between South Florida State College (SFSC) Entrances to Memorial Drive approximately 0.65 miles, in the total grant amount of $2,742,385.00. The County will be responsible for contributing the remaining cost of $1,827,385.00. The total estimated cost of the project is $4,569,770.00.

FDOT is willing to provide the County with financial assistance under the State of Florida Department of Transportation (FDOT) Financial Project No. 446322-1-54-01, in the total grant amount of $2,742,385.00, for the West College Drive improvements from Memorial Dr. to South Florida State College (SFSC) Entrances - Phase I. The proposed construction will primarily consist of reconstructing the existing 2-lane roadway into a 4-lane roadway. The County 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 State of Florida Department of Transportation (FDOT) standards. The intent at this time is for the design, construction, and construction engineering and inspection (CEI) to be done by Contract forces.

The Board Attorney has reviewed and approved the State of Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Agreement and the accompanying resolution. Thomas Hendel is the project manager for this project under the direct supervision of Kenya Anderson, Senior Project Manager and James D. Langford, Assistant County Administrator / Acting County Engineer. James D. Langford.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
5/24

FPN: 446322-1-54-01	Fund: CIGP/LF Org Code: 55014010106	FLAIR Category: _____ FLAIR Obj: 751000
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No:09-Highlands	Contract No: _____	Vendor No: F596000655046

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 the design, construction, and construction engineering and inspection services of W College Dr from Memorial Dr to SFSC Entrances Phase I, 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 06/30/2030. 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.

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 $4,569,770.00 (Four Million Five Hundred Sixty-Nine Thoursand Seven Hundred Seventy 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 $2,742,385.00 (Two Million Seven Hundred Forty-Two Thoursand Three Hundred Eighty-Five Dollars) and, additionally the Department's participation in the Project shall not exceed 60% 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. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. 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**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or 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 or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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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 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.

h. 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.

i. **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.

j. 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.

k. 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.

l. 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.

m. 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

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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."

n. 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.

o. 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

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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 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, Florida Statutes, for construction services and 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.

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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 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

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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 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 contractor and 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 contractor and 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 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 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, H,** 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. ☐ 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.

d. ☐ 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.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. **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: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

DS
DC

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446322-1-54-01

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: 0.65 Miles / From MP 0.000 to MP 0.650

PROJECT DESCRIPTION: W College Dr From Memorial Dr to SFSC Entrances Phase I

The purpose of this exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with design, construction, and construction engineering inspection of the reconstruction of W College Dr From Memorial Dr to SFSC Entrances Phase I

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

1. Prepare bid package and specifications for bidding purposes. Award bid to contractor.
2. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
3. Reconstruct the existing travel lanes according to signed and sealed plans.
4. Maintain and/or upgrade the drainage of the project when appropriate.
5. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
6. Construct/Reconstruct sidewalks and curb and gutter.
7. Obtain a minimum pavement design, for reconstruction.
8. Install guardrail according to the signed and sealed plans.
9. Reconstruct or repair, as appropriate, side streets and turnout construction.
10. Coordination with utility owners during construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
11. Install Signing and Pavement Markings according to signed and sealed plans.
12. Maintain existing traffic during the entire construction period.
13. Provide, upon completion of construction, Final As-Built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
14.Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

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) Design to be completed by 12/31/2026
b) Construction to be completed by 12/31/2029

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

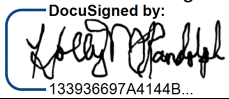
EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Avenue Sebring, FL 33870	446322-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	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 FY:	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 FY: **2025**	Maximum Department Participation (CIGP)	$2,742,385.00	$	$2,742,385.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (LF)	$1,827,385.00	$1,827,385.00	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$4,569,770.00 100.00%	$1,827,385.00 40.00%	$2,742,385.00 60.00%	
Construction Engineering and Inspection - Phase 64 FY:	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 :) FY:	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	$4,569,770.00	$1,827,385.00	$2,742,385.00	

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.

Holly Randolph
District Grant Manager Name

DocuSigned by:

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01/06/2025 1:33 PM EST

Signature Date

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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:the design, construction, and construction engineering and inspection services of W College Dr from Memorial Dr to SFSC Entrances Phase I

FPID#: 446322-1-54-01

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: _____

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EXHIBIT D

RECIPIENT RESOLUTION

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

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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.

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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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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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:** $2,742,385.00

*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

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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. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. 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**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or 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 or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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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 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.

h. 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.

i. **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.

j. 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.

k. 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.

l. 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.

m. 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

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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."

n. 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.

o. 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

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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 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, Florida Statutes, for construction services and 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.

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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 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

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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 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 contractor and 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 contractor and 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 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 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, H,** 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. ☐ 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.

d. ☐ 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.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. 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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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446322-1-54-01

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: 0.65 Miles / From MP 0.000 to MP 0.650

PROJECT DESCRIPTION: W College Dr From Memorial Dr to SFSC Entrances Phase I

The purpose of this exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with design, construction, and construction engineering inspection of the reconstruction of W College Dr From Memorial Dr to SFSC Entrances Phase I

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

1. Prepare bid package and specifications for bidding purposes. Award bid to contractor.
2. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
3. Reconstruct the existing travel lanes according to signed and sealed plans.
4. Maintain and/or upgrade the drainage of the project when appropriate.
5. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
6. Construct/Reconstruct sidewalks and curb and gutter.
7. Obtain a minimum pavement design, for reconstruction.
8. Install guardrail according to the signed and sealed plans.
9. Reconstruct or repair, as appropriate, side streets and turnout construction.
10. Coordination with utility owners during construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
11. Install Signing and Pavement Markings according to signed and sealed plans.
12. Maintain existing traffic during the entire construction period.
13. Provide, upon completion of construction, Final As-Built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
14.Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

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.

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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) Design to be completed by 12/31/2026
b) Construction to be completed by 12/31/2029

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

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STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Highlands County 505 South Commerce Avenue Sebring, FL 33870	446322-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	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 FY:	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 FY: **2025**	Maximum Department Participation (CIGP)	$2,742,385.00	$	$2,742,385.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (LF)	$1,827,385.00	$1,827,385.00	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$4,569,770.00 100.00%	$1,827,385.00 40.00 %	$2,742,385.00 60.00 %	
Construction Engineering and Inspection - Phase 64 FY:	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 :) FY:	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	$4,569,770.00	$1,827,385.00	$2,742,385.00	

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.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
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Signature Date

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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:the design, construction, and construction engineering and inspection services of W College Dr from Memorial Dr to SFSC Entrances Phase I

FPID#: 446322-1-54-01

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: _____

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EXHIBIT D

RECIPIENT RESOLUTION

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

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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.

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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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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:** $2,742,385.00

*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

STATEMENT OF ISSUE

Attached documentation which describes Scriveners Errors that were discovered by the Highlands County Budget and Accounting team while they were processing the Project 24033 - 446322-1 W College Dr Phase I - Agreement approved on 4/15/2025 by the BOCC. The Scriveners Errors were shared with FDOT, and they agreed and corrected the errors.

On document "446322-1 Draft Agreement – Partially Executed with Resolution revised.pdf", page 2 of 23, the percentage noted of "52%" in which the State will provide has been changed to "60%". On page 17 of 23, the percentages noted of "48%" for Local funding and "52%" for State funding for Construction – Phase 54 has been changed to "40%" for Local funding and "60%" for State funding.

Note: The actual dollar funds stated within the document are correct, accurate, and have not changed.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 17, 2025

PRESENTER: **Thomas Hendel - Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer**

SUBJECT/TITLE: **Document and correct for the record, scrivener's errors found in 446322-2 Draft agreements for the W College Drive Phase II previously approved with incorrect percentages documented in the agreement**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 446322-2 Draft Agreement - Partially Executed with Resolution - revised.pdf
Attachments: Scriveners Errors - Document 24034 - 446322-2 - Statement of Issue.pdf

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Thomas Hendel, Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-077 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase II, to appropriate funds to Project 24034 West College Drive Phase II. reconstructing a 2-lane roadway into a 4-lane roadway from the From US 27 to SFSC Entrances**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-077 to approve a County Incentive Grant Program (CIGP) Agreement for the for the reconstruction of West College Drive Phase II, to appropriate funds to Project 24034 West College Drive Phase II, reconstructing a 2-lane roadway into a 4-lane roadway from US 27 to SFSC Entrances.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is reallocating funds from Capital Infrastructure, Fund 151, Account 56301 to Project Capital Infrastructure, Fund 151, Account 56301Z in the amount of $250,000.00 and will be appropriated in Project 24034 West College Drive Phase II (From US 27 to SFSC Entrances).

Attachments: Res. 23-24-077.FDOT Project 446322-2-54-01.sgs.pdf
Attachments: 446322-2 W College Dr Reconstruction Phase II - Statement of Issue.pdf
Attachments: 446322-2 W College Dr Reconstruction Phase II FDOT Draft Agreement - approved.pdf

STATEMENT OF ISSUE

Attached for your review and approval is the County Incentive Grant Program (CIGP) Agreement between State of Florida Department of Transportation (FDOT) and Highlands County, and Resolution 24-25-077 authorizing the Chairwoman of the Board to execute said Agreement for Highlands County Project Number 24034 for the design, construction, and construction engineering and inspection (CEI) for the reconstructing the existing 2-lane roadway into a 4 lane roadway from US 27 to midway between South Florida State College (SFSC) Entrances approximately 0.77 miles, in the total grant amount of $3,183,167.00. The County will be responsible for contributing the remaining cost of $2,098,167.00. The total estimated cost of the project is $5,281,334.00.

FDOT is willing to provide the County with financial assistance under the State of Florida Department of Transportation (FDOT) Financial Project No. 446322-2-54-01, in the total grant amount of $3,183,167.00, for the West College Dr improvements from US 27 to midway between South Florida State College (SFSC) Entrances - Phase II. The proposed construction will primarily consist of reconstructing the existing 2-lane roadway into a 4-lane roadway. The County 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 State of Florida Department of Transportation (FDOT) standards. The intent at this time is for the design, construction, and construction engineering and inspection (CEI) to be done by Contract forces.

The Board Attorney has reviewed and approved the State of Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Agreement and the accompanying resolution. Thomas Hendel is the project manager for this project under the direct supervision of Kenya Anderson, Senior Project Manager and James D. Langford, Assistant County Administrator / Acting County Engineer. James D. Langford.

FPN: 446322-2-54-01	Fund: CIGP/LF Org Code: 55014010106	FLAIR Category: _____ FLAIR Obj: 751000
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No:09-Highlands	Contract No: _____	Vendor No: F596000655046

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 the design, construction, and construction engineering and inspection services of W College Dr from US 27 to SFSC Entrances Phase II, 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 06/30/2030. 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.

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 $5,281,334.00 (Five Million Two Hundred Eighty-One Thousand Three Hundred Thirty-Four 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 $3,183,167.00 (Three Million One Hundred Eight-Three Thousand One Hundred Sixty-Seven Dollars) and, additionally the Department's participation in the Project shall not exceed 60% 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. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. 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**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or 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 or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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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 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.

h. 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.

i. **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.

j. 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.

k. 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.

l. 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.

m. 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

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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."

n. 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.

o. 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

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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 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, Florida Statutes, for construction services and 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.

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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 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

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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 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 contractor and 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 contractor and 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 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 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, H,** 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. ☐ 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.

d. ☐ 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.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. 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: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole Mills

Title: Director of Transportation Development

Legal Review:

By: _____ DS

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446322-2-54-01

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: 0.65 Miles / From MP 0.000 to MP 0.650

PROJECT DESCRIPTION: W College Dr From US 27 to SFSC Entrances Phase II

The purpose of this exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with design, construction, and construction engineering inspection of the reconstruction of W College Dr From US 27 to SFSC Entrances Phase II

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

1. Prepare bid package and specifications for bidding purposes. Award bid to contractor.
2. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
3. Reconstruct the existing travel lanes according to signed and sealed plans.
4. Maintain and/or upgrade the drainage of the project when appropriate.
5. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
6. Construct/Reconstruct sidewalks and curb and gutter.
7. Obtain a minimum pavement design, for reconstruction.
8. Install guardrail according to the signed and sealed plans.
9. Reconstruct or repair, as appropriate, side streets and turnout construction.
10. Coordination with utility owners during construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
11. Install Signing and Pavement Markings according to signed and sealed plans.
12. Maintain existing traffic during the entire construction period.
13. Provide, upon completion of construction, Final As-Built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
14.Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

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) Design to be completed by 12/31/2026
b) Construction to be completed by 12/31/2029

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

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Avenue Sebring, FL 33870	446322-2-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	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 FY:	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 FY: **2025**	Maximum Department Participation (CIGP)	$3,183,167.00	$	$3,183,167.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (LF)	$2,098,167.00	$2,098,167.00	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$5,281,334.00 100.00%	$2,098,167.00 40.00 %	$3,183,167.00 60.00 %	
Construction Engineering and Inspection - Phase 64 FY:	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 :) FY:	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	$5,281,334.00	$2,098,167.00	$3,183,167.00	

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.

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
Signature

01/06/2025 | 1:04 PM EST
Date

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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:the design, construction, and construction engineering and inspection services of W College Dr from US 27 to SFSC Entrances Phase II

FPID#: 446322-2-54-01

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: _____

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EXHIBIT D

RECIPIENT RESOLUTION

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

RESOLUTION NO. 24-25-077

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 446322-2-54-01; 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, FDOT has awarded a County Incentive Grant Program grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 446322-2-54-01, for the design, construction, and construction engineering and inspection services of W. College Drive from US 27 to South Florida State College Entrances - Phase II, hereinafter referred to as the "Project"; and;

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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 Authorization to Execute.** The County Incentive Grant Program Agreement related to FDOT Financial Project No.: 446322-2-54-01, for the 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 the County Incentive Grant Program Agreement identified by FDOT Financial Project No.: 446322-2-54-01, 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 immediately upon adoption.

PASSED AND ADOPTED this 15 day of April, 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY, FLORIDA

By: Arlene Tuck
Arlene Tuck, Chairwoman

ATTEST:

Theo watts for,
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 446322-2-54-01

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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/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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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:** $3,183,167.00

*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

STATEMENT OF ISSUE

Attached documentation which describes Scriveners Errors that were discovered by the Highlands County Budget and Accounting team while they were processing the Project 24034 - 446322-2 W College Dr Phase II - Agreement approved on 4/15/2025 by the BOCC. The Scriveners Errors were shared with FDOT, and they agreed and corrected the errors.

On the attached document "446322-2 Draft Agreement – Partially Executed with Resolution - revised.pdf", page 2 of 23, the percentage noted of "52%" in which the State will provide has have been changed to "60%".

Note: The percentages documented on page 17 of 23 are correct and the actual dollar funds stated within the document are correct, accurate, and have not changed.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **June 17, 2025**

PRESENTER:

SUBJECT/TITLE: **Board payables from June 19, 2025, through June 30, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of board payables

FISCAL IMPACT