

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Monday, July 03, 2023
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

County offices will be closed on Tuesday, July 4, 2023, in observance of the Independence Day holiday

The Veterans Advisory Board will hold a regular meeting at 3:30 p.m., on Thursday, July 6, 2023, in the Veteran Services Office, 7209 S. George Blvd., Sebring

The Highlands County Board of County Commissioners will hold a special workshop meeting on the Capital Financial Strategy and the budget for the Board departments at 9:00 a.m., on Tuesday, July 11, 2023, in the Board Room, 600 S. Commerce Ave., Sebring

The Florida Department of Economic Opportunity will hold a Public Workshop regarding the CDBG-DR federal funding for Hurricanes Ian & Nicole at noon on Tuesday, July 11, 2023, in the Board Room, 600 S. Commerce Avenue, Sebring

The Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will have a meeting at 3:00 p.m., on Tuesday, July 11, 2023, in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m., on Tuesday, July 11, 2023, at South Florida State College in the University Center Auditorium & Lobby, 600 College Drive, Avon Park

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m., on Thursday, July 13, 2023, at the Lake Placid Government Center, 1069 US 27 N., Lake Placid

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *Recognition of Promotions for FF/EMT Brandon Poynor to Lieutenant FF/EMT on June 29, 2023*
E. Laney Stearns, Public Safety Director
Fiscal impact will be approximately \$6,387.47 annually split 60% in cost center 5105 and 40% in cost center 3217 personnel expenditures.

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request acceptance of the 2023 Duke Energy Economic Development strategy, marketing and/or research grant allocation in the amount of \$25,000 and adoption of Resolution 22-23-131 for Budget Amendment 22-23-111 to set up Project 22073.*
Jeff King, Executive Manager of Business and Economic Development
The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY22/23. This budget amendment is recognizing additional revenue in the amount of \$25,000.00 in Fund 005, cost center 2810 (Economic Development Office), and project 22073 (2023 Duke Energy Economic Development Grant).
[22-23-111 Project 22073 Duke Energy Grant.pdf](#)
[22-23-111R Project 22073 Duke Energy Grant.pdf](#)
[Grant Award Email Duke 2023.pdf](#)
- 8.B *Request approval of a letter of support for the Central Florida Regional Planning Council's grant application with the Florida Department of Economic Opportunity (DEO).*
Leah Sauls, Development Services Director
There is no fiscal impact.
[Florida Makes Letter of Support.pdf](#)
- 8.C *Request approval of a three (3) year renewal of the contract between Highlands County and OpenGov Inc. for the asset management software.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact is approximately \$146,580.25 from Fund 110 over a (3) year period. This item is already submitted in the proposed FY 2023/2024 budget.
[OpenGov.pdf](#)
- 8.D *Request approval of a three (3) year agreement for professional services with Public Consulting Group, Inc. in connection with the Public Emergency Medical Transport Program (PEMT) for Medicaid.*
Tanya Cannady, Business Services Director
The 12% contingency fee will be paid to PCG based on supplemental revenues received from Medicaid fees for services or Medicaid managed care organizations. For the last 3 fiscal years, the County received supplemental payments totaling \$724,012, which resulted in \$86,881 total fees paid to PCG.
[Highland County-PCG agreement 6.27.23.pdf](#)
- 8.E *Request approval of the Mining Reclamation Surety Bond between Highlands County and Excavation Point, Inc.*
JD Langford, P.E., County Engineer
No fiscal impact, the bond shall be continuous and shall remain in force until the Surety is

released from liability by the County.

[8130_8146 CR 17 S_Location Map-11x17.pdf](#)

[Executed Bond No. 2338992.pdf](#)

- 8.F *Request approval of budget amendment 22-23-110 to realign Sheriff budgeted funds within the General Fund.*
Paul Blackman, Sheriff
There is no fiscal impact to the General Fund (005) or the overall budget. This budget amendment is realigning \$176,212.12 within cost center 3101 (Sheriff-005) and \$26,166.66 within cost center 3323 (Detention & Correction) for a total realignment of \$202,378.78 for both cost centers.
[22-23-110 SO Realign Budget to Actual.pdf](#)
- 8.G *Request approval of the 2nd Amendment and Reinstated Agreement between the Highlands County Sheriff's Office and Highlands County.*
Paul Blackman, Sheriff
E. Laney Stearns, Public Safety Director
There is no fiscal impact.
[SWAT Medic Agreement - Signed.pdf](#)
- 8.H *Request approval of Budget Amendment 22-23-113 to reallocate funds within Fund 110 for the purchase of a Trimble digital level and Topcon Reflectorless Total Station for the survey department.*
JD Langford, P.E., County Engineer
There is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget. This budget amendment is simply reallocating funds to the correct account within the fund and transferring funds from the Transportation Trust Fund Reserve for Contingency in the amount of \$12,691.00.
[22-23-113 Purchase Survey Equipment \(BA\).pdf](#)
[22-23-113 Purchase Survey Equipment \(Reserve\).pdf](#)
- 8.I *Request approval of Budget Amendment 22-23-114 to reallocate funds within Fund 151 for the preparation of the construction plans for Project #22051 (2nd Floor Annex Remodel).*
JD Langford, P.E., County Engineer
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is simply reallocating funds from Reserve for Contingency in Fund 151 to Project #22051 (2nd Floor Annex Remodel) in the amount of \$5,000.00.
[22-23-114 Annex 2nd Floor Remodel Add'l Funds_Construction Drawings \(BA\).pdf](#)
[22-23-114 Annex 2nd Floor Remodel Add'l Funds_Construction Plans \(Reserve\).pdf](#)
- 8.J *Request approval of Budget Amendment 22-23-115 to reallocate funds within Judicial Technology cost center.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 179 (Court Tech 28.24 (12) (E) 1) or the overall budget as this budget amendment is realigning funds within cost center 1000B (Judicial Technology).
[22-23-115 Judicial Tech Xfer for IT Purchases.pdf](#)
- 8.K *Request approval of the minutes from the May 16, 2023 Regular Meeting of the Board.*

- 8.L *Request to rename Fincher Trail to Courage Court*
Carley Fitzgerald, GISP, GIS Manager
The fiscal impact will be \$100, the cost of a new street sign. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
[Fincher Trail == Courage Court.pdf](#)
- 8.M *Request adoption of Resolution 22-23-132 approving the Emergency Preparedness and Assistance (EMPA) Grant.*
Corey Amundsen, Emergency Management Manager
The fiscal impact will be an increase to Fund 005 (General) in the amount of \$105,806.00 from the EMPA grant which is used to supplement cost center 3991 (Local Emergency Mgmt).
[Res. 22-23-132.EMPA.A0344.SGS.pdf](#)
- 8.N *Request approval of Budget Amendment 22-23-116 to provide additional funding for cost center 5105, Ambulance Service 005.*
Laney Stearns, Public Safety Director
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$55,000 from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 5105 (Ambulance Service), account 55230 (Attractive Inventory Property) to provide additional funding in the current fiscal year.
[22-23-116 EMS Add'l Funding \(BA\).pdf](#)
[22-23-116 EMS Add'l Funding \(Reserve\).pdf](#)
- 8.O *Request adoption of Resolution 22-23-133 for Budget Amendment 22-23-117 to set up a budget for the Critical Infrastructure Department.*
Clinton Howerton, Critical Infrastructure Director
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$135,633.00 which is being funded with Fund Balance Brought Forward and appropriated in cost centers 4500 (Critical Infrastructure-Executive) and 4501 (Critical Infrastructure-Operations) in the accounts as needed.
[22-23-117 Critical Infrastructure Budget Set-up \(BA\).pdf](#)
[22-23-117R Critical Infrastructure Budget Set-up \(Resolution\).pdf](#)

9 COMMITTEE ASSIGNMENTS:

- 9.A *Request appointment of Elizabeth Worley of Sebring International Raceway as a Regular Member to the Tourist Development Council with term expiring May 2025, fulfilling the Tourism Interest vacancy.*
Leah Sauls, Development Services Director
No Fiscal Impact
[E. Worley Committee Application.pdf](#)

10 PUBLIC HEARING

11 ACTION AGENDA

- 11.A *Request to approve Budget Amendment 22-23-112 for additional funding for the Sebring Falls ditch cleanout.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Division Director
There is no fiscal impact to Fund 005 (General Fund) or the overall FY 22/23 budget as funds in the amount of \$20,000 were budgeted in FY 22/23 in Fund 005 (General Fund) in Account 59900 (Reserve for Contingency).
[22-23-112 Sebring Falls Additional Funds \(BA\).pdf](#)
[22-23-112 Sebring Falls Add'l Funds \(Reserve\).pdf](#)
- 11.B *Request approval to purchase a used 2011 Alexis Spartan Custom Heavy Rescue Truck.*
E. Laney Stearns, Public Safety Director
There is no fiscal impact.
[REQUEST TO PURCHASE FROM USED OR AUCTION.pdf](#)
[specs.pdf](#)
[Brindle agreement.pdf](#)

12 COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
[Legal_Long_Range_Log.docx](#)
- 12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.
[Project Updates \(FINAL\) 07-03-23.pdf](#)
[Commissioner's Priorities \(FINAL\) 07-03-23.pdf](#)
- 12.C *Summary Presentation of the FY 2023/2024 Recommended Budget.*
David Nitz, OMB Manager
There is no fiscal impact at this time.

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Board payables from to June 20, 2023 to July 2, 2023*
[Cash Requirements no signature.pdf](#)
[Board Wire & ACHs.pdf](#)

15 ADJOURN

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

verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

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

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Recognition of Promotions for FF/EMT Brandon Poynor to Lieutenant FF/EMT on June 29, 2023

STATEMENT OF ISSUE

Highlands County Fire Rescue has continued the practice of encouraging all team members to gain additional knowledge, skills, and abilities. Brandon Poynor began in 2016.

RECOMMENDED ACTION

Recognition of Promotions for FF/EMT Brandon Poynor to Lieutenant FF/EMT on June 29, 2023

FISCAL IMPACT

Fiscal impact will be approximately \$6,387.47 annually split 60% in cost center 5105 and 40% in cost center 3217 personnel expenditures.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Jeff King, Executive Manager of Business and Economic Development

SUBJECT/TITLE: Request acceptance of the 2023 Duke Energy Economic Development strategy, marketing and/or research grant allocation in the amount of \$25,000 and adoption of Resolution 22-23-131 for Budget Amendment 22-23-111 to set up Project 22073.

STATEMENT OF ISSUE

The Highlands County Economic Development Office has been awarded a \$25,000 Duke Energy Florida Grant for marketing, strategy, and research. The \$25,000 will be used for community marketing and new business recruitment efforts.

RECOMMENDED ACTION

Move to accept the 2023 Duke Energy Economic Development strategy, marketing and/or research grant allocation in the amount of \$25,000 and adoption of Resolution 22-23-131 for Budget Amendment 22-23-111 to set up Project 22073.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY22/23. This budget amendment is recognizing additional revenue in the amount of \$25,000.00 in Fund 005, cost center 2810 (Economic Development Office), and project 22073 (2023 Duke Energy Economic Development Grant).

Attachments: [22-23-111 Project 22073 Duke Energy Grant.pdf](#)
[22-23-111R Project 22073 Duke Energy Grant.pdf](#)
[Grant Award Email Duke 2023.pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 6/13/2023

SUBMITTED BY: Sarah Beth Rogers

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 2810
PROJECT(S) #: 22073 PROJECT TITLE(S): 2023 Duke Energy Economic Development Grant COST CENTER TITLE(S): Economic Development
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3661000Z	Project Donations/Contrib	22073	0.00	25,000.00		25,000.00
E	005	2810	54800Z	Proj Promotional Activities	22073	0.00	10,000.00		10,000.00
E	005	2810	53100Z	Proj Professional Services	22073	0.00	10,000.00		10,000.00
E	005	2810	55403Z	Proj Education and Training	22073	0.00	5,000.00		5,000.00
									0.00
									0.00
									0.00

REASON: New grant for marketing, promotional activities and training.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-111

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 22-23-131

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-111 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 22-23-111 is hereby approved and authorized to add an additional allocation in grant funds that has been allotted to Project 22073 Duke Energy Florida Economic Development Marketing Assistance Grant in the amount of \$25,000.

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 3rd day of July 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Rogers, Sarah E.

From: Samuel, Peveeta Devi <Peveeta.Samuel@duke-energy.com>
Sent: Friday, June 9, 2023 11:08 AM
To: Rogers, Sarah E.
Subject: Duke Energy Economic Development Grant next steps

[CAUTION: External Message*]

Hi Sarah Beth -

Congratulations again on being awarded a 2023 Duke Energy Economic Development grant!

As discussed, your grant is ready for payment processing. Please submit your invoice to me for \$25,000 by **Monday, June 26** by following the instructions below. The grant funds should be received by mid-July.

Information for invoice:

Purpose: 2023 Duke Energy Economic Development strategy, marketing and/or research grant

Contact information:

Peveeta Samuel
Duke Energy Economic Development
299 1st Ave. N, DEF-163
St. Petersburg, FL 33701

You'll also receive an email from my colleague, Lisa Rain, within the next couple of weeks with a Communications Toolkit with details on how we can partner to announce your grant.

Please let me know if you have any questions.

Thank you!

Peveeta Samuel
Senior Manager, Programs and Compliance
Duke Energy Economic Development
299 1st Ave. N, DEF-163
St. Petersburg, FL 33701
Cell: 352-216-0150

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request approval of a letter of support for the Central Florida Regional Planning Council's grant application with the Florida Department of Economic Opportunity (DEO).

STATEMENT OF ISSUE

The Central Florida Planning Council (CFRPC) is submitting a Community Planning Technical Assistance (CPTA) grant request to the Florida DEO to connect Central Florida to manufacturing and Emergency Preparedness. The CFRPC is partnering with the East Central Florida Regional Planning Council and Florida Makes to identify opportunities to engage with manufacturers, with an emphasis on rural communities, and emergency preparedness experts in an effort to support economic development in the region's but also identify the framework to connect these groups for disaster recovery efforts. The CPTA grant requires that the proposed grant project has support, in writing, from the counties affected; therefore, the CFRPC requests that Highlands County write a letter in support of the project.

RECOMMENDED ACTION

Move to approve and authorize the chair to sign a letter of support for the Community Planning Technical Assistance grant application Connecting Central Florida to Manufacturing and Emergency Preparedness with the Department of Economic Opportunity.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Florida Makes Letter of Support.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6500 Fax (863) 402-6508 www.highlandsfl.gov

July 3, 2023

Mr. Benjamin Melnick, Deputy Secretary
Division of Community Development
Florida Department of Economic Opportunity
107 E. Madison Street
Caldwell Building, MSC 160
Tallahassee, Florida 32399-4120

Via Email: CPTAgrants@deo.myflorida.com

**RE: Central and East Central Florida Regional Planning Councils
Connecting Central Florida to Manufacturing and Emergency Preparedness
Request for FY 2023-2024 DEO Community Planning Technical Assistance Grant**

Dear Mr. Melnick:

Please accept this correspondence as Highlands County's support for the Central and East Central Florida Regional Planning Councils' grant funding request to connect Central Florida's rural manufacturers and emergency preparedness opportunities. The regional planning councils will be partnering with FloridaMakes to identify opportunities to engage with manufacturers, with an emphasis on rural communities, and emergency preparedness experts, in an effort to support economic development in the regions and also identify the framework to connect these groups for disaster recovery efforts. Due to our nation's recent experience with the COVID-19 crisis and Florida's devastating hurricanes, understanding the capabilities of the local manufacturing sector is critical for effective response and recovery efforts, and can yield greater opportunity for communities to bounce back and move forward following a crisis. This effort will increase the interaction and communication between manufacturers and emergency managers by providing the following:

- 1) Development of a partnership and outreach database for each county in the East Central and Central Florida Regional Planning Council's region;
- 2) Creation of informational materials to support the outreach and engagement activities for FloridaMakes – *Connex Florida* – including a video showcasing success stories;
- 3) Host informational and feedback sessions within each RPC region for the manufacturing and emergency preparedness communities; and
- 4) Development of a "*Connex Florida* Implementation Framework" based on feedback from the information sessions to be used by FloridaMakes, the manufacturers, and the emergency preparedness community to integrate the utilization of disaster response scenarios.

The regional planning councils have a proven track record of collaboration and project development in the economic and emergency preparedness sectors, making this project a perfect example of innovative collaboration. Additionally, the two regions have communities identified as Rural

Areas of Opportunity, and this initiative is essential to connect manufacturing and emergency preparedness communities with opportunities to provide services and connect with areas in Florida. On behalf of the Highlands County Board of County Commissioners, I submit to you that Highlands County supports the Central and East Central Florida Regional Planning Councils' Connecting Central Florida to Manufacturing and Emergency Preparedness, FY 2023-2024, DEO Community Planning Technical Assistance Grant application.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Chris Campbell, Chair
Highlands County Board of County Commissioners

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Jonathan Harrison, Road and Bridge Director

SUBJECT/TITLE: Request approval of a three (3) year renewal of the contract between Highlands County and OpenGov Inc. for the asset management software.

STATEMENT OF ISSUE

The current contract between Highlands County and OpenGov Inc. (Formerly Cartegraph) for the asset management software is up for renewal. Both parties must agree to the same terms and conditions, as well as pricing. Attached is a (3) year renewal, signed by Cartegraph, agreeing to extend the contract under the attached terms, conditions and pricing. Staff is requesting approval of a three (3) year renewal of the contract between Highlands County and OpenGov Inc. (Formerly Cartegraph) for asset management software maintenance and services. Please note, OpenGov was formerly Cartegraph. The Road & Bridge Department has used the software since 1999 with Engineering beginning to utilize it at a later date. The copyrighted materials are exempt from the formal solicitation process under Highland's County Purchasing manual. Legal has approved the attached agreement.

RECOMMENDED ACTION

Move to approve a three (3) year renewal of the contract between Highlands County and OpenGov Inc. for the asset management software.

FISCAL IMPACT

The fiscal impact is approximately \$146,580.25 from Fund 110 over a (3) year period. This item is already submitted in the proposed FY 2023/2024 budget.

Attachments: [OpenGov.pdf](#)



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-Q006829
Created On: 2/17/2023
Order Form Expiration: 9/10/2023
Subscription Start Date: 8/10/2023
Subscription End Date: 8/9/2026

Prepared By: Kelly Ammons
Email: kammons@opengov.com
Contract Term: 36 Months

Customer Information		Contact Name: Michele Armstead
Customer:	Couty of Highlands, FL	Email: marmstead@highlandsfl.gov
Bill To/Ship To:	540 South Commerce Avenue Sebring, FL United States	Phone: 863-214-2567
Order Details		
Billing Frequency: Annually in Advance		
Payment Terms: Net Thirty (30) Days		

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Asset Management <i>Transportation Domain, Asset Builder</i>	8/10/2023	8/9/2024	\$46,500.00
Asset Management <i>Transportation Domain, Asset Builder</i>	8/10/2024	8/9/2025	\$48,825.00
Asset Management <i>Transportation Domain, Asset Builder</i>	8/10/2025	8/9/2026	\$51,255.25

Annual Subscription Total: See Billing Table

Billing Table:

Billing Date	Amount Due
August 10, 2023	\$46,500.00
August 10, 2024	\$48,825.00 (5% uplift)
August 10, 2025	\$51,255.25 (5% uplift)

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

Couty of Highlands, FL

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc. DocuSigned by:

Signature

Sam Kramer

Name:

Sam Kramer

Title:

VP, Finance

Date:

6/21/2023

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this "**Agreement**") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("**OpenGov**") and the customer listed on the signature block below ("**Customer**" or "County"), as of the date of last signature below (the "**Effective Date**"). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services.

1. DEFINITIONS

"**Customer Data**" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data shall not include any confidential personally identifiable information.

"**Documentation**" means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

"**Feedback**" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

"**Initial Term**" means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

"**Intellectual Property Rights**" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"**Order Form**" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"**Renewal Term**" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer ("**Software Services**").

2.2 **Support & Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work ("**SOW**") agreed to by the parties (the "**Professional Services**"). Unless otherwise specified in the SOW, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use

Highlands County, FL, Modified 06/13/2023

OPENGOV SOFTWARE SERVICES AGREEMENT

or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

OPENGOV SOFTWARE SERVICES AGREEMENT

6.1 Fees; Invoicing; Payment; Expenses.

(a) **Fees.** The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer's designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) **Annual Software Maintenance Price Adjustment.** OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) **Invoicing and Payment.** OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) **Travel Expenses.** Unless the SOW provides otherwise, OpenGov will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

(e) Customer Delays; On Hold Fee.

I. **On Hold Notice.** Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an "**On Hold Notice**") that (A) designates the Professional Services to be provided to the Customer as "**On Hold**", (B) detail Customer's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the "**On Hold Fee**").

II. **Effects of On Hold Notice.** Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for thirty (30) days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to ninety (90) days to pursue good faith negotiations before pursuing termination in accordance with Section 7. Customer will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such Customer delinquency.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

OPENGOV SOFTWARE SERVICES AGREEMENT

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term") unless sooner terminated pursuant to Section 7.3 below.

7.2 Renewal. Unless the parties enter into a new Order Form to renew the Agreement for an additional period of no less than one (1) year ("Renewal Term"), this Agreement shall terminate at the end of the applicable Initial Term or Renewal Term. The Renewal Term, if applicable, together with the Initial Term, shall be referred to as the "Term".

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) **In General.** Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) **General Warranty.** OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) **Software Services Warranty.** OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES,

OPENGOV SOFTWARE SERVICES AGREEMENT

CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov may only use the Customer's name, logo, Seal with the express written permission of the Customer and consistent with any Customer policy related to the same.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. Intentionally omitted.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Florida without

Highlands County, FL, Modified 06/13/2023

OPENGOV SOFTWARE SERVICES AGREEMENT

regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Highlands County, Florida, and the parties hereby submit to the personal jurisdiction and venue therein. 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.

10.11 Public Records. Pursuant to Florida Statutes, Section 119.0701:

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

***GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV***

A. *OpenGov agrees to comply with public records laws, specifically to:*

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

10.12 Sovereign Immunity. The Customer expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Customer 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 Customer which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

OPENGOV SOFTWARE SERVICES AGREEMENT

10.13 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, OpenGov 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, OpenGov 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, OpenGov 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 OpenGov stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and OpenGov must keep a copy of said affidavit for the duration of this Agreement. 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>.

10.14 Indemnity. OpenGov shall indemnify and hold Customer, its elected and appointed officials, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent arising out of or in connection with a third party claim alleging that the Software Services infringes a copyright, patent (U.S. only), or a trademark of, or has caused harm to the rights of, a third party. If the Software Services becomes, or in OpenGov's opinion is likely to become, the subject of an infringement claim, OpenGov may, at its option and expense, either (a) procure for Customer the right to continue using the Software Services, (b) replace or modify the Software Services so that it becomes non-infringing, or (c) terminate the licenses granted hereunder and give Customer a pro-rata refund for any pre-paid, unused fees paid by Customer. Notwithstanding the foregoing, OpenGov will have no obligation under this Section or otherwise with respect to any infringement claim based upon (i) any use of the Software Services not in accordance with this Agreement or for purposes not intended by OpenGov, (ii) any use of the Software Services in combination with other products, equipment, software, or data not supplied by OpenGov, (iii) any use of any release of the Software Services other than the most current release made available to Customer, or (iv) any modification of the Software Services by any person other than OpenGov or its authorized agents or subcontractors. Customer shall (a) promptly give notice of a claim to OpenGov; (b) give OpenGov sole control of the defense and settlement of the claim (provided that OpenGov may not settle such claim unless such settlement unconditionally releases Customer of all liability and, does not adversely affect OpenGov's business or the Software Service); (c) provide to OpenGov all available information and reasonable assistance; and (d) not compromise or settle such third-party claim. THE FOREGOING IS OPENGOV'S SOLE OBLIGATION AND CUSTOMER EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

10.15 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

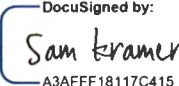
OPENGOV SOFTWARE SERVICES AGREEMENT

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

Chris Campbell, Chairman

Jerome Kaszubowski, Clerk

OPENGOV, INC.

DocuSigned by:

A3AFFE18117C415...

Print: Sam Kramer

Title: VP, Finance

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of a three (3) year agreement for professional services with Public Consulting Group, Inc. in connection with the Public Emergency Medical Transport Program (PEMT) for Medicaid.

STATEMENT OF ISSUE

PCG will provide consulting services to enroll the County in the Florida EMS PEMT Medicaid program. Additionally, PCG will provide ongoing cost reporting services for supplemental payments that are in excess of other Medicaid revenues received for emergency medical transportation services to Medicaid eligible recipients for State fiscal year ending June 30, 2023, 2024 and 2025.

RECOMMENDED ACTION

Move to approve a three (3) year agreement for professional services with Public Consulting Group, Inc. in connection with the Public Emergency Medical Transport Program (PEMT) for Medicaid.

FISCAL IMPACT

The 12% contingency fee will be paid to PCG based on supplemental revenues received from Medicaid fees for services or Medicaid managed care organizations. For the last 3 fiscal years, the County received supplemental payments totaling \$724,012, which resulted in \$86,881 total fees paid to PCG.

Attachments: [Highland County-PCG agreement 6.27.23.pdf](#)

**AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND PUBLIC CONSULTING GROUP**

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Public Consulting Group LLC, formerly doing business as Public Consulting Group, Inc., 148 State Street, 10th Floor, Boston, Massachusetts 02109, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on December 1, 2020, the COUNTY entered into the Agreement with the CONTRACTOR for Public Emergency Medical Transports Medicaid program consulting and costing services (hereinafter referred to as "Agreement"); and

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

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

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

The Term of this Agreement shall extend for a period of three (3) years from the date of execution.

Specifically, notwithstanding the expiration or termination of the Agreement, COUNTY will compensate CONTRACTOR as set forth herein with respect to any reimbursements COUNTY receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

2. Paragraph 4, Termination, is hereby amended to include the following language:

If COUNTY terminates this Agreement for convenience prior to the completion or submission of a cost report, CONTRACTOR shall invoice the COUNTY, and COUNTY shall compensate CONTRACTOR, at an hourly rate of \$250.00, for the time CONTRACTOR expended in preparing such cost report. If COUNTY terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by COUNTY, the parties agree that the compensation provisions, including those in Attachment B, shall survive termination of the Agreement, and COUNTY shall timely compensate CONTRACTOR pursuant to those provisions herein.

3. Paragraph 21, Miscellaneous, is hereby amended to include the following language:

g. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL

DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY CONTRACTOR THAT COUNTY HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY COUNTY TO CONTRACTOR PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

4. A new Paragraph 22, As-is Information and Data, is hereby added as follows:

Paragraph 22, As-is Information and Data.

The parties agree and acknowledge that CONTRACTOR will receive all information and data from COUNTY on an as-is basis. CONTRACTOR is not responsible for errors or omissions in any data that it receives from COUNTY. CONTRACTOR is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by COUNTY. CONTRACTOR is not liable for any reimbursement, refund, or contribution should COUNTY be subject to penalties in connection with the services rendered.

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

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this 3rd day of July 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk of Court

PUBLIC CONSULTING GROUP LLC

Marc Stauble
Print: Marc Stauble
Title: Practice Area Director

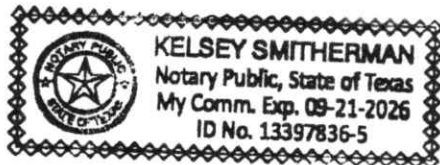
TEXAS
STATE OF FLORIDA

COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Marc Stauble as practice area director of Public Consulting Group LLC, who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Contractor, and who is personally known to me or who produced TX drivers license as identification, and who did/did not take an oath this 27 day of JUNE, 2023.

(stamp)

Kelsey Smitherman
NOTARY PUBLIC, State of Florida



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 3, 2023

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

SUBJECT/TITLE: Request approval of the Mining Reclamation Surety Bond between Highlands County and Excavation Point, Inc.

STATEMENT OF ISSUE

Excavation Point Inc. has a mining operation located at 8130 CR 17, Sebring Florida, which expired on February 15, 2022. Prior to approval of the Mining Final Development Order to extend their mining permit, funds for reclamation are required. The Highlands County Board of County Commissioners Engineering Department agrees that the surety amount of \$75,000, is sufficient for the reclamation of the EPI Materials (F.K.A. Hathaway Sand Mine Addition) owned by Excavation Point Inc.

The property has an existing Special Exception, and the Florida Department of Environmental Permit and South Florida Water Management District Permit have been extended for their mining operations.

Attached, for your approval is the Mining Reclamation Surety Bond between Highlands County and Excavation Point, Inc., to establish the surety amount of \$75,000.

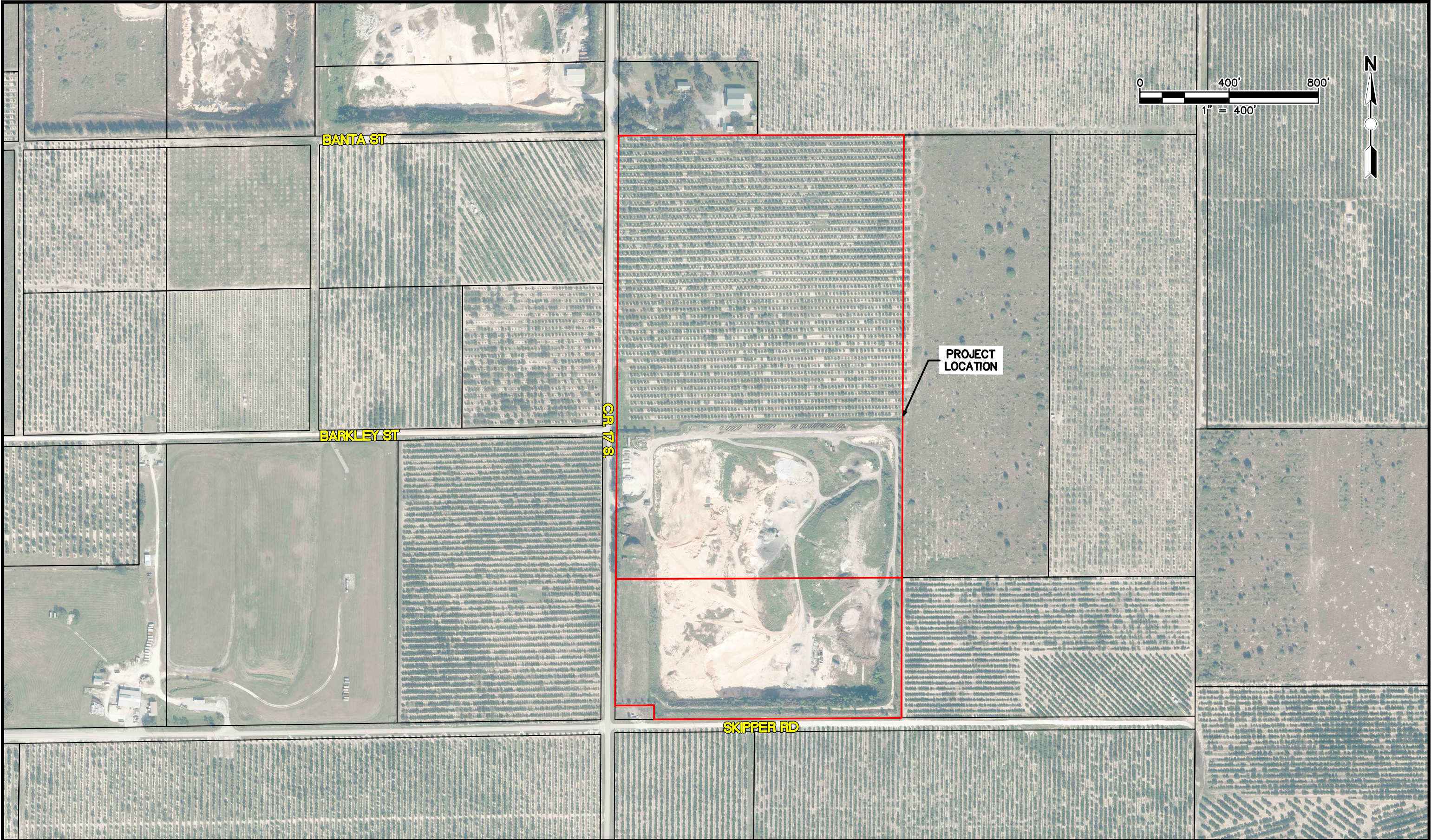
RECOMMENDED ACTION

Move to approve the Mining Reclamation Surety Bond between Highlands County and Excavation Point, Inc.

FISCAL IMPACT

No fiscal impact, the bond shall be continuous and shall remain in force until the Surety is released from liability by the County.

Attachments: [8130_8146 CR 17 S_Location Map-11x17.pdf](#)
[Executed Bond No. 2338992.pdf](#)



REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, JR., P.E.	HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870		8130/8146 C.R. 17 S., SEBRING LOCATION MAP	SCALE: HORIZ. 1"=400' VERT. N/A	
DATE	BY	DESCRIPTION						PROJECT NO. N/A	REV. 0
G:\PROJECTS\Other Projects\8130_8146 CR 17 S\8130_8146 CR 17 S_Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb			FOR INFORMATION	CHECKED BY: J.D. LANGFORD, JR., P.E.	IN CHARGE: J.D. LANGFORD, JR., P.E.	APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402	DATE: 6/9/2023	SHEET 1 OF 1	

**HIGHLANDS COUNTY
RECLAMATION SURETY BOND**

Bond No. 2338992

KNOWN ALL, BY THESE PRESENTS: that Excavation Point Inc., 7944 S. George Blvd, Sebring, Highlands, Florida, 33875, referred to herein as "Principal", and Swiss Re Corporate Solutions America Insurance Corporation, 1200 Main Street, Suite 800, Kansas City, Jackson County, MO 64105, referred to herein as "Surety" are hereby firmly bound unto Highlands County, Florida, 600 S. Commerce Avenue, Sebring, Highlands County, Florida, 33870, also referred to as "County", in the amount of \$75,000.00, for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal is obligated, pursuant to the Highlands County Land Development Code, to the County for the mining reclamation plan under the Mining Operation Final Development Permit No. 12100005, as approved by the County dated November 27, 2022, and approvals are hereinafter collectively referred to as the "Mining Reclamation Plan".

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly and faithfully perform said Mining Reclamation Plan, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time or amendment of the Mining Operation Final Development Permit approval made by the County. Whenever Principal shall be, and declared by the County to be in default under the Mining Reclamation Plan, the Surety shall promptly remedy the default by obtaining a bid or bids for completing the reclamation in accordance with its terms and conditions, and upon determination by the County and the Surety jointly of the lowest responsible bidder, arranging for a Contract between such bidder and County, and making available as work progresses sufficient funds to pay the cost of completion, but not exceeding, the amount set forth in the first paragraph hereof. No right or action shall accrue on this bond to or for the use of any person or corporation other than Highlands County or the successors of the County. This Bond shall be further subject to the following conditions:

1. This Bond shall be continuous and shall remain in force until the Surety is released from liability by the County as herein provided.
2. In no event shall the total liability of the Surety for any one or more recoveries under this Bond exceed in the aggregate the total sum hereof.

Signatures on Following Page

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 27th day of November, 2022.

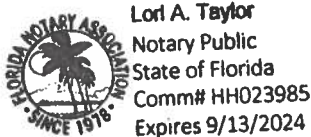
Principal – Excavation Point, Inc.

By: [Signature]
 Print: Tal J. Rancourt
 Title: President

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tal J. Rancourt, as President, of Excavation Point Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Developer, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 27th day of November, 2022.

(stamp)



[Signature]
 NOTARY PUBLIC

As to Surety - Swiss Re Corporate Solutions
 America Insurance Corporation

By: [Signature]
 Print: Christine Morton
 Title: Attorney-in-Fact & FL
Licensed Resident Agent
Inquiries (407) 834-0022

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Christine Morton, as Attorney-in-Fact, of Swiss Re Corporate Solutions America Insurance Corporation, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Surety, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 27th day of November, 2022.

(stamp)



[Signature]
 NOTARY PUBLIC April Lively

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

J.W. GUIGNARD, BRYCE R. GUIGNARD, PAUL J. CIAMBRIELLO, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS,
DEBORAH ANN MURRAY, M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN, and ALLYSON FOSS WING

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of November, 20 22.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of budget amendment 22-23-110 to realign Sheriff budgeted funds within the General Fund.

STATEMENT OF ISSUE

Budget Amendment 22-23-110 is necessary to realign Sheriff's budgeted funds for FY22/23 on the Board's side to align with the budget on the Sheriff's books.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-110 to realign Sheriff budgeted funds within the General Fund.

FISCAL IMPACT

There is no fiscal impact to the General Fund (005) or the overall budget. This budget amendment is realigning \$176,212.12 within cost center 3101 (Sheriff-005) and \$26,166.66 within cost center 3323 (Detention & Correction) for a total realignment of \$202,378.78 for both cost centers.

Attachments: [22-23-110 SO Realign Budget to Actual.pdf](#)

June 20, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 6/19/2023

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101, 3323

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Sheriff-005, Detention and Correction

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	51001	Personal Services Elected Official		17,957,831.00		166,475.28	17,791,355.72
E	005	3101	53001	Operating Expense- Elected Official		3,311,376.00		9,736.84	3,301,639.16
E	005	3101	56001	Capital Outlay Elected Official		25,080.00	176,212.12		201,292.12
E	005	3323	53001	Operating Expense- Elected Official		2,533,856.00		26,166.66	2,507,689.34
E	005	3323	56001	Capital Outlay Elected Official		33,046.00	26,166.66		59,212.66
									0.00

REASON: To realign budget to actual.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-110

TRANSFER TYPE:

Approval

ACTION:

XX ITEM TO ITEM

Board Approved Denied

 RESERVE

County Administrator Approved Denied

 BY RESOLUTION

 SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: Paul Blackman, Sheriff
E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Request approval of the 2nd Amendment and Reinstated Agreement between the Highlands County Sheriff's Office and Highlands County.

STATEMENT OF ISSUE

The Sheriff and the County purport that the joint services rendered by the SWAT Medical Team will provide a public purpose to preserve the safety, health and welfare of tactical units and citizens alike during high-risk operations. Highlands County Fire Rescue, as a department of the County, employs certified paramedics who will train with the Highlands County Sheriff Office Special Weapons and Tactics Team. HCFR and the Sheriff wish to continue to provide tactical and medical support to the Sheriff's Office SWAT through the SWAT Medical Team for operations and training.

RECOMMENDED ACTION

Move to approve the 2nd Amendment and Reinstated Agreement between the Highlands County Sheriff's Office and Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [SWAT Medic Agreement - Signed.pdf](#)

**2ND AMENDED AND REINSTATED AGREEMENT
BETWEEN THE HIGHLANDS COUNTY SHERIFF'S OFFICE AND HIGHLANDS
COUNTY**

THIS AGREEMENT is made and is effective on the 3rd day of July between the Sheriff of Highlands County, Florida (hereinafter referred to as "SHERIFF"), and Highlands County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Florida, regarding the SWAT Tactical Medical Support Team (hereinafter referred to as "SWAT Medical Team").

WITNESSETH:

WHEREAS, the SHERIFF and the COUNTY entered into an agreement to co-create the SWAT Medical Team on November 7, 2017;

WHEREAS, the SHERIFF and the COUNTY amended the agreement to co-create the SWAT Medical Team on April 24, 2018;

WHEREAS, the SHERIFF and the COUNTY amended the agreement to co-create the SWAT Medical Team on April 26, 2021;

WHEREAS, the SHERIFF and the COUNTY purport that the joint services rendered by the SWAT Medical Team will provide a public purpose to preserve the safety, health, and welfare of tactical units and citizens alike during high risk operations;

WHEREAS, Highlands County Fire Rescue (hereinafter referred to as "HCFR"), as a department of the COUNTY, employs certified paramedics who will train with the Highlands County Sheriff's Office Special Weapons And Tactics Team (hereinafter referred to as "Sheriff's Office SWAT"); and

WHEREAS, HCFR and the SHERIFF wish to continue to provide tactical and medical support to the Sheriff's Office SWAT through the SWAT Medical Team for operations and training.

NOW THEREFORE, the Parties agree as follows:

I. GENERAL PROVISIONS

HCFR and the SHERIFF agree to mutually support tactical and medical support to the Sheriff's Office SWAT through the SWAT Medical Team.

The Parties agree to:

A. The SHERIFF agrees to:

1. Notify HCFR of deployment and use of the SWAT Medical Team.
2. Maintain and supervise the SWAT Medical Team members while engaged in tactical operations and training.
3. Name the SWAT Medical Team as an additional covered member for purposes of a defense in the event of litigation arising solely out of the SHERIFF'S supervision of the SWAT Medical Team. The SWAT Medical Team would not be an additional covered member for purposes of any action taken by the SWAT Medical Team members pursuant to their training and employment as paramedics.
4. Provide SWAT Medical Team members with firearm(s) in accordance with Section 790.25, Florida Statutes.
5. Purchase and install a mounted firearm safe in the necessary HCFR vehicle(s).
6. Provide SWAT Medical Team members with the equipment necessary for their purpose.
7. Provide and document any and all training requirements.

B. HCFR agrees to:

1. Provide SWAT Medical Team members time to participate in operations and training provided staffing and budget availability allows.

2. The primary responsibility of the SWAT Medical Team is to provide medical support to the Sheriff's Office SWAT members and other operational personnel during Sheriff's Office SWAT training and tactical operations.
3. The SWAT Medical Team members may be deployed on specific Sheriff's Office SWAT operations, as needed, based on the operational threat assessment and medic availability.
4. Provide and document any and all training requirements.
5. Ensure all SWAT Medical Team members understand the necessity to maintain the utmost confidentiality at all times in regard to any and all information relating to SWAT Medical Team training, tactical operations/incidents/call-outs, etc., to ensure the highest level of safety, security, and performance. All SWAT Medical Team members agree not to discuss any such operations with any individual unless specifically approved by the SHERIFF.
6. Provide access to existing vendor contracts for the purchase of medical and other related supplies.

II. **TERM AND TERMINATION**

- A. This Agreement shall become effective as of the 3rd day of July 2023 and shall continue until July 3, 2025; however, this Agreement shall automatically renew for successive one (1) year terms until terminated by either Party.
- B. This Agreement may also be terminated without cause by either Party upon thirty (30) days' written notice.

III. **LIABILITY**

SWAT Medical Team members participating on the SWAT Medical Team are at no point in time to be considered SHERIFF employees and always remain employees of the COUNTY.

And, except for those instances in which the SWAT Medical Team is a covered member as referenced above in Section I.A.3, each Party engaging in activity pursuant to this Agreement, agrees to assume responsibility for the actions of its own employees or agents and for any suit of claim for damages resulting from any and all acts, omissions, or conduct of such Party's own employees occurring while engaging in rendering such aid as this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. In that regard, each Party shall control the defense of any suit or claim asserted against it.

IV. **OTHER PROVISIONS**

A. Operational points of contact:

Deputy Chief Mark Ellis
Highlands County Fire Rescue
Office (863)402-7660
Cell (863)840-8814
mellis@highlandsfl.gov

Captain Kenneth Johnson
Highlands County Sheriff's Office
Office (863)402-7381
Cell (863)381-1660
kjohnson@highlandssheriff.org

B. Any and all notices or other communication herein required shall be deemed to have been given when deposited in the United States Postal Service as regular 1st Class Mail, postage paid, and addressed as follows:

E. Laney Stearns III,
Public Safety Director
Highlands County Fire Rescue
4506 Kenilworth Blvd.
Sebring, FL 33870

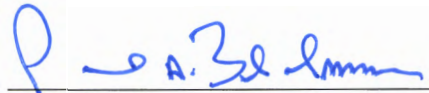
Paul Blackman,
Sheriff of Highlands County
Highlands County Sheriff's Office
400 S. Eucalyptus St.
Sebring, FL 33870

C. This Agreement constitutes the full understanding of the Parties, and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both Parties.

D. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their
duly authorized officials.

HIGHLANDS COUNTY SHERIFF



Paul Blackman, in his official capacity
as Sheriff of Highlands County, Florida

Date: 6/19/2023

HIGHLANDS COUNTY

Chris Campbell, Chairman

Date: _____

(ATTEST)

Jerome Kaszubowski, Clerk of Court

Date: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

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

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-113 to reallocate funds within Fund 110 for the purchase of a Trimble digital level and Topcon Reflectorless Total Station for the survey department.

STATEMENT OF ISSUE

Currently the Survey Department has a Trimble digital level and a bluetooth laser and they both have failed and need to be replaced. The current equipment that the Survey Department has is old and broken and can no longer be fixed. It is necessary to reallocate \$12,691.00 to facilitate the purchase of the new equipment that is needed for the Survey Department to be able to go out into the field and perform survey work.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-113 to reallocate funds within Fund 110 for the purchase of a Trimble digital level and Topcon Reflectorless Total Station.

FISCAL IMPACT

There is no fiscal impact to Fund 110 (Transportation Trust) or the overall budget. This budget amendment is simply reallocating funds to the correct account within the fund and transferring funds from the Transportation Trust Fund Reserve for Contingency in the amount of \$12,691.00.

Attachments: [22-23-113 Purchase Survey Equipment \(BA\).pdf](#)
[22-23-113 Purchase Survey Equipment \(Reserve\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

June 21, 2023

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

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 6/20/2023

SUBMITTED BY: JD Langford, P.E., County Engineer

FUND(S): 110 FUND TITLE(S): Transportation Trust COST CENTER(S) #: 9101A, 4101

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): Budgetary Expenditures AC/110, Engineering Services

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	110	9990A	59900	Reserve For Contingency		150,116.50		12,691.00	137,425.50
E	110	4101	56400	Machinery & Equipment		15,000.00	12,691.00		27,691.00
									0.00
									0.00
									0.00

REASON: This budget amendment is necessary to transfer funds from Cost Center 9990A, Account 59900 (Reserve for Contingency) to Cost Center 4101, Account 56400 (Machinery & Equipment) to cover the purchase of a Trimble & Bluetooth dual display laser for the Survey Department.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-113

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

TRANSPORTATION TRUST FUND- 110 (9990A)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		\$200,000.00	
12/06/22	12/06/22	22-23-025	(\$45,000.00)	\$155,000.00	To appropriate funds in project 22011 Highway Lighting FY22-23.
06/20/23	06/20/23	22-23-106	(\$4,883.50)	\$150,116.50	To provide add'l funding for vehicle purchase in 4101
07/03/23		22-23-113	(\$12,691.00)	\$137,425.50	To provide add'l funding for a Trimble & Bluetooth dual display laser for the Survey Department.
REVISED TOTAL:				\$137,425.50	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 3, 2023

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

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-114 to reallocate funds within Fund 151 for the preparation of the construction plans for Project #22051 (2nd Floor Annex Remodel).

STATEMENT OF ISSUE

When Project #22051 was set up, staff was still in the process of obtaining quotes for construction plans for the 2nd Floor Annex Remodel. Initially \$18,000 was moved from Cost Center 4102A (Transportation Projects), Account 56400 (Machinery & Equipment) to establish this project. There was a surplus of funds in Machinery & Equipment because staff was able to get a couple of the items on the CFS list for less than what was budgeted. This Budget Amendment is necessary to reallocate funds to cover the quoted cost of the Construction Plans from CMHM Architects which is expected to cost \$22,000 and leave a small cushion for contingency.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-114 to reallocate funds within Fund 151 for the preparation of the construction plans for Project #22051 (2nd Floor Annex Remodel).

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is simply reallocating funds from Reserve for Contingency in Fund 151 to Project #22051 (2nd Floor Annex Remodel) in the amount of \$5,000.00.

Attachments: [22-23-114 Annex 2nd Floor Remodel Add'l Funds_Construction Drawings \(BA\).pdf](#)
[22-23-114 Annex 2nd Floor Remodel Add'l Funds_Construction Plans \(Reserve\).pdf](#)

June 21, 2023

BOARD OF COUNTY COMMISSIONERS

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

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 6/21/2023

SUBMITTED BY: JD Langford, P.E., County Engineer

FUND(S): 151 FUND TITLE(S): Infrastructure Surtax COST CENTER(S) #: 9990B, 4102A
PROJECT(S) #: 22051 PROJECT TITLE(S): Annex 2nd Floor Renovation COST CENTER TITLE(S): Projects
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	9990B	59900	Reserve For Contingency		52,340.00		5,000.00	47,340.00
E	151	4102A	55200Z	Project Buildings	22051	18,000.00	5,000.00		23,000.00
									0.00
									0.00

REASON: This budget amendment is necessary to reallocate funds within Fund 151 (Infrastructure Surtax), Project #22051 (2nd Floor Annex Remodel) in the amount of \$5,000 to cover the cost of the Construction Plans for the remodel of the 2nd floor in the Annex Building.

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval
____ Denial

REQUEST # 22-23-114

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

TRANSFER TYPE:

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

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

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

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		\$210,000.00	
02/21/23	02/21/23	22-23-055	(\$1,160.00)	\$208,840.00	Allocate add'l funding from Reserve for Contingency to fd ExpressVote devices shortage due to price increase
03/07/23	03/07/23	22-23-061	(8,200.00)	\$200,640.00	Allocate funds for Project 21057 Ag Center HVAC Auditorium Unit for add'l electrical work.
06/20/23	06/20/23	22-23-103	\$100,000.00	\$300,640.00	Appropriating add'l funds for future projects/needs.
06/20/23	06/20/23	22-23-103	(\$248,300.00)	\$52,340.00	To establish funding for Project 22053 Judicial Court Remodel.
07/03/23		22-23-114	(\$5,000.00)	\$47,340.00	Allocate add'l funding to cover the cost of Construction Plans for the remodel of the 2nd floor in the Annex Building.
REVISED TOTAL:				\$47,340.00	

CONTINUED ON NEXT PAGE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-115 to reallocate funds within Judicial Technology cost center.

STATEMENT OF ISSUE

Excess funds were budgeted in Machinery & Equipment (56400) but need to transfer \$10,464 into Operating Supplies (55200) to provide additional funds for IT purchases that are under the capital threshold to carry Judicial Technology Department through the end of the fiscal year 9/30/2023.

RECOMMENDED ACTION

Move to approve budget amendment 22-23-115 to reallocate funds within Judicial Technology cost center.

FISCAL IMPACT

There is no fiscal impact to Fund 179 (Court Tech 28.24 (12) (E) 1) or the overall budget as this budget amendment is realigning funds within cost center 1000B (Judicial Technology).

Attachments: [22-23-115 Judicial Tech Xfer for IT Purchases.pdf](#)

June 21, 2023

BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

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

DATE: 6/20/2023

SUBMITTED BY: Cassie Frasher

FUND(S): 179 FUND TITLE(S): Court Tech 28.24(12)(E) 1 COST CENTER(S) #: 1000B

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Judicial Tech - 179

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	179	1000B	56400	Machinery & Equipment		30,000.00		10,464.00	19,536.00
E	179	1000B	55200	Operating Supplies		33,500.00	10,464.00		43,964.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: Transfer from account 56400 Machinery & Equipment to provide additional funds in account 55200 Operating Supplies for IT purchases that are under the capital threshold.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-115

TRANSFER TYPE:

_____ Approval

ACTION:

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

_____ Denial

Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

Signature: _____

DATE: _____ / _____ / _____

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the May 16, 2023 Regular Meeting of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the May 16, 2023 Regular Meeting of the Board.

Attachments: [051623REG.pdf](#)

REGULAR MEETING OF THE BOARD, MAY 16, 2023

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 Chris Campbell
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Arlene Tuck
Commissioner Don Elwell

Also, present: Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

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

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Art Bousquet, US Army, Veterans' Advisory Board.

4. **ANNOUNCEMENTS**

The Children's Services Council will hold a general body meeting on Wednesday, May 17, 2023, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, May 17, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission will hold a special meeting on Thursday, May 18, 2023, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Children's Services Council will hold a By-Law Review Committee planning meeting on Thursday, May 18, 2023, at 2:00 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will hold a meeting on Tuesday, May 23, 2023, at 9:00 a.m., 7205 S. George Blvd., Sebring, FL.

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, May 23, 2023, at 3:00 p.m., in the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Local Mitigation Strategy Working Group will hold a special meeting on Wednesday, May 24, 2023, at 8:00 a.m., in Conference Room 2 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 24, 2023, at 10:00 a.m., at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL.

The Highlands County Hospital District Board will hold a regular meeting on Thursday, May 25, 2023, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Insurance Committee will hold a regular meeting on Thursday, June 1, 2023, at 10:00 a.m.,

in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans' Advisory Board will hold a regular meeting on Thursday, June 1, 2023, at 3:30 p.m., in the Veteran Services Office, 7209 South George Blvd., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Recognition of Division Chief Kelly Hinkle on his retirement.

Chief E. Laney Stearns, Public Safety Director, and Nick Sawyer, Deputy County Administrator/Chief of Staff, presented Division Chief Kelly Hinkle with a plaque in recognition of his 28 years of dedicated service to the citizens of Highlands County and wished him well on his retirement. Chief Stearns returned Chief Hinkle's helmet to him and stated it is a fire services tradition when a long-standing member retires, their helmet retires with them. **See SMB 152 Page 44.**

B. Request approval of a Proclamation recognizing May 2023 as "Older Americans Month" in Highlands County.

Executive Director Debbie Slade, Nu-Hope Elder Care Services, presented the request.

Commissioner Kevin J. Roberts read the proposed Proclamation into the record.

Commissioner Roberts moved to approve a Proclamation recognizing May 2023 as "Older Americans Month" in Highlands County, Florida. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 117 & SMB 152 Page 45.**

7. PUBLIC COMMENT

Mr. John Drennan came before the Commission to express his concerns on taxes on the special assessments, recreational buildings and park maintenance. Commissioner Elwell and Commissioner Kirouac addressed questions raised by Mr. Drennan.

8. CONSENT AGENDA

County Attorney Sherry G. Sutphen requested to pull item 8.E.

Chairman Campbell entertained a motion to accept the consent agenda with the amendment of pulling item 8.E.

Commissioner Kirouac moved approval to accept the consent agenda as amended. Commissioner Elwell seconded the motion.

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

A. Request adoption of Resolution 22-23-112 for emergency and non-emergency food purchases. See Res. Book 34 Page 118 & SMB 152 Page 46.

B. Sebring Airport Authority, Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) Financial Statements and Independent Auditor's Report for Fiscal Year Ending (FYE) September 30, 2022 and Sebring Regional Airport & Industrial Park (CRA) Annual Report FY 2021-

2022. See *Sebring Airport Authority file*.

- C. Request acceptance of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) First Amendment #CRA C23-01 to the FY 2022/2023 Budget and Resolution 23-01 Amending CRA Resolution 22-01.** See *Sebring Airport Authority file*.
- D. Request adoption of Resolution 22-23-89 for Budget Amendment 22-23-073 to allocate the EMS based CP/MIH Program funds for FY 22/23.** See *Res. Book 34 Page 119 & SMB 152 Page 47*.
- E. ~~Request adoption of Resolution 22-23-101 and approval of the Florida Department of Emergency Management Statewide Mutual Aid Agreement.~~** This item was pulled. See *SMB 152 Page 48*.
- F. Request approval of Budget Amendment 22-23-092 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a funding request from Sun 'N Lake of Sebring Improvement District.** See *Sun 'N Lake of Sebring Improvement District file & SMB 152 Page 49*.
- G. Request approval of a Contract between Otis Elevator Company and Highlands County Board of County Commissioners.** See *Otis Elevator Company file*.
- H. Request to approve and execute the plat of Christman Warehousing for recordation.** See *Official Records & Christman Warehousing – Plat file*.
- I. Request approval of a NewEvent Tourist Development Grant for the USA Lacrosse Florida Hall of Fame and All-American Festival per the recommendation of the Tourism Development Council.** See *Tourist Development Council file*.
- J. Request adoption of Resolution 22-23-109 for Budget Amendment 22-23-094 to realign funds to W Stryker Road (Project #21100) roadway construction from Lake Groves Road (Project #21019).** See *Res. Book 34 Page 120 & SMB 152 Page 50*.
- K. Request approval of Budget Amendment 22-23-093, realigning Project 21004 funding as approved and outlined in the Healthy Families Lapse Plan.** See *SMB 152 Page 51*.
- L. Request approval of the minutes from the April 4, 2023 and April 18, 2023 Regular Meeting(s) of the Board.** See *Clerk of Court's website*.

9. COMMITTEE ASSIGNMENTS:

- A. Request approval of Mr. William "Billy" Barben as the newest member of the Natural Resources Advisory Commission (NRAC) in the agricultural slot.**

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

Commissioner Roberts moved approval of Mr. William "Billy" Barben as the newest member of the Natural Resources Advisory Commission (NRAC) in the agricultural slot. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 52.**

- B. Request to appoint/reappoint Christine Hatfield, Cynthia Garren, Andy Kesling, Victoria Currence and Josh Stewart to the Highlands County Tourist Development Council.**

Leah Sauls, Director of Development Services, presented the request and addressed questions raised by

Commissioner Roberts.

Commissioner Elwell moved approval to appoint/reappoint Christine Hatfield, Cynthia Garren, Andy Kesling, Victoria Currence and Josh Stewart to the Highlands County Tourist Development Council. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 53.**

C. Request appointment of Adam Martin and James Van Dyke to the Veterans Advisory Board.

Denise Williams, County Veteran Services Officer, presented the request and addressed questions raised by Commissioner Tuck and Commissioner Roberts.

Commissioner Tuck moved approval to appoint Adam Martin representing the Sebring District and James Van Dyke representing the Lake Placid District to three (3) year-terms beginning May 16, 2023. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 54.**

10. PUBLIC HEARING

A. Public hearing to consider adoption of P&Z Hearing No. 2124(a), modifying the existing Mobile Home Subdivision with a Flexible Unit Development District (M-1 FUD) for 6 parcels, spread throughout the Covered Bridge Community.

B. Public hearing to consider adoption of P&Z Hearing No. 2124(b), modifying the existing Two-Family Dwelling with a Flexible Unit Development District (R-2 FUD) for 14 parcels, spread throughout the Covered Bridge Community.

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, presented items 10A and 10B together and read the caption of the proposed resolutions into the record. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

Ms. Culpepper and the County Attorney addressed questions raised by Commissioner Roberts and Commissioner Elwell.

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

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2124(a).**

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Proof of Publication file, Res. Book 34 Page 121 (Res. No. 22-23-107) & Zoning Change file.**

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2124(b).**

Commissioner Roberts moved approval of the motion as read into the record. Commissioner Kirouac seconded the

motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Proof of Publication file, Res. Book 34 Page 122 (Res. No. 22-23-108) & Zoning Change file.***

C. Public hearing to consider approval of Resolution 22-23-110 pertaining to the preliminary re-imposition of the solid waste special assessment.

Clinton Howerton Jr., Critical Infrastructure Director, and Tanya Cannady, Business Services Director, presented the request and addressed questions raised by the Commission. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

The Commission expressed their concerns in great detail.

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

Commissioner Roberts moved approval to adopt Resolution 22-23-110 pertaining to the preliminary re-imposition of the solid waste special assessment. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Elwell, who voted nay. The motion carried. ***See Proof of Publication file, Res. Book 34 Page 123 & SMB 152 Page 55.***

D. Public hearing to approve Preliminary Resolution 22-23-111 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.

Chief E. Laney Stearns, Public Safety Director, and Tanya Cannady, Business Services Director, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

The Commission expressed their concerns in great detail.

County Attorney Sherry G. Sutphen and Chief Stearns addressed questions and concerns raised by the Commission.

Chairman Campbell opened the floor for public comment. Input was received by Dixie Tanner. Chairman Campbell, Commissioner Kirouac, Commissioner Tuck and Chief Stearns addressed concerns raised by Ms. Tanner.

Commissioner Kirouac moved to approve Preliminary Resolution 22-23-111 of the Highlands County Fire Protection Municipal Service Benefit Unit, pertaining to the re-imposition of fire protection special assessments. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. ***See Proof of Publication file, Res. Book 34 Page 124 & SMB 152 Page 56.***

11. ACTION AGENDA

Commissioner Kirouac moved to set the action agenda as presented, with the addition of item number 11D. Commissioner Tuck seconded the motion.

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

Commissioner Roberts left the Boardroom and was not present during the above roll call.

A. Request approval of the Agreement between Highlands County and Excavation Point, Inc. for the construction of the Sun-N-Lake Boulevard Sidewalk Extension, Project No. 19016, ITB No. 20-018.

JD Langford, County Engineer, and Kenya A. Anderson, Project Manager for Traffic and Concurrency, presented the request.

Mr. Langford, Ms. Anderson and the County Attorney addressed questions and concerns raised by Commissioner Tuck and Commissioner Roberts.

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

Commissioner Tuck moved approval of the agreement between Highlands County and Excavation Point, Inc., for the construction of the Sun-N-Lake Boulevard Sidewalk Extension, Project No. 19016, ITB No. 20-018. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Excavation Point, Inc. file.***

B. Consider Statement of Legislative Intent for amendments to the Land Development Regulations to allow a Special Exception in certain zoning districts for boat rentals.

Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager, and Leah Sauls, Development Services Director, presented the Statement of Legislative Intent for consideration of amendments to the Land Development Regulations, allowing a special exception in certain zoning districts for boat rentals and requested direction from the Board. ***See SMB 152 Page 57.***

Ms. Culpepper, Ms. Sauls and the County Attorney addressed questions and concerns raised by the Commission.

Chairman Campbell opened the floor for public comment. Input was received by Kristen Smoyer, owner of Lake June Pontoons, LLC, Pete McDevitt, Jack More and Casey Hartt.

There was a consensus from the Commission to direct staff to move forward with drafting an ordinance and bring back before the Board for further discussion and consideration. Commissioner Tuck stated she agrees to have this brought back to the Board as long as it is for H.L. Bishop park.

Ms. Culpepper clarified the ordinance that will be coming before the Board will go through a regular public hearing process with the language in the code to potentially allow individuals who live on a lake to request a special exception and those applicants would have to send out notifications to a 500' radius.

C. Consider Statement of Legislative Intent for adopting an additional penny for the Tourism Development Tax.

Leah Sauls, Development Services Director, and Casey Hartt, Tourist Development Director, presented the Statement of Legislative Intent for consideration of adopting an additional penny for the Tourism Development Tax and requested direction from the Board. ***See SMB 152 Page 58.***

The Commission expressed their concerns in great detail.

Ms. Sauls, Ms. Hartt and the County Attorney addressed questions and concerns raised by the Commission.

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

There was a consensus from the Commission, except for Commissioner Elwell who had concerns, for staff to proceed with drafting an ordinance and bring back before the Board as a public hearing item for consideration and further discussion.

Jerome Kaszubowski, Clerk of the Courts, left the meeting at 12:27 p.m.

D. Request approval of the Addendum to the Agreement with Clemons, Rutherford and Associates, Inc. for the Highlands County Jail Expansion in the amount of \$1,035,470.00.

Brandon Gunn, Projects Manager, provided a brief presentation and addressed questions and concerns raised by Commissioner Tuck and Commissioner Roberts.

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

Commissioner Kirouac moved to approve the Addendum to the Agreement with Clemons, Rutherford and Associates, Inc., for the Highlands County Jail Expansion in the amount of \$1,035,470.00. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See Library of Consultants file.*

12. COUNTY ADMINISTRATOR & LEGAL

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

Nick Sawyer, Deputy County Administrator/Chief of Staff, presented the Commissioner's Priorities and Project Status Report as of May 3, 2023 and provided an update on County Administrator Laurie Hurner's surgery. *See SMB 152 Page 59.*

B. County Attorney Status Report.

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of May 4, 2023 and stated there have not been any new lawsuits filed against the county. *See SMB 152 Page 60.*

13. COMMISSIONERS

Commissioner Elwell wished for Ms. Hurner to get well.

Commissioner Tuck stated she met with Judy Spiegel, with the Humane Society, who would like to have an ordinance drafted to limit the sale of puppies per year, expressing her concerns over their care. Commissioner Tuck stated Ms. Spiegel will be getting in touch with the County Attorney to provide her the information. County Attorney Sherry Sutphen stated this issue would need to come before the Board for a statement of legislative intent and will meet with the County Administrator and Deputy County Administrator/Chief of Staff after Ms. Spiegel contacts her.

Commissioner Tuck also wished for Ms. Hurner to get well.

Commissioner Kirouac stated he also met with Ms. Spiegel who shared they are experiencing a fair amount of people that are breeding certain types of dogs that have large litters and when they cannot sell all of them, they wind up turning them over to the Humane Society, and they have already received an excess of 100 puppies this year. Commissioner Kirouac expressed his concerns.

Commissioner Kirouac stated he is glad to hear Ms. Hurner is doing well and wished her a speedy recovery.

Commissioner Kirouac shared Rick Whidden recently received bad news health wise and asked everyone to lift the

family up in prayers and will certainly be thinking of them moving forward.

Commissioner Roberts sent best wishes to Ms. Hurner and encouraged the Humane Society to work closely with the Sheriff's Office.

Commissioner Roberts shared that there will be a memorial service Saturday, May 20, 2023, at 11:00 a.m., at the First Baptist Church of Avon Park, followed by a full military honor at Bougainvillea Cemetery, for US Army Air Forces 2nd Lt. Pharis E. Weekley, whose remains were brought back after being killed during World War II. Commissioner Roberts also shared Leadership Highlands adopted a project at Bougainvillea Cemetery for cleaning up and placing American flags on every tombstone indicating the person was a part of the military.

Commissioner Campbell also wished Ms. Hurner a quick recovery.

14. INFORMATIONAL

A. Board payables from May 2, 2023 to May 15, 2023. See Check Reports file.

15. ADJOURN

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

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting was adjourned at 1:04 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Carley Fitzgerald, GISP, GIS Manager

SUBJECT/TITLE: Request to rename Fincher Trail to Courage Court

STATEMENT OF ISSUE

There currently exists a road with the name of Fincher Trail, located off of New Life Way just to the west of Sebring. E911 has determined that the existing road name violates Highlands County addressing ordinance as it is named after a living person. E911 requests changing the road name to Courage Court to remediate this issue. This will change two existing residential addresses.

RECOMMENDED ACTION

Move to approve the renaming of Fincher Trail to Courage Court.

FISCAL IMPACT

The fiscal impact will be \$100, the cost of a new street sign. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

Attachments: [Fincher Trail == Courage Court.pdf](#)

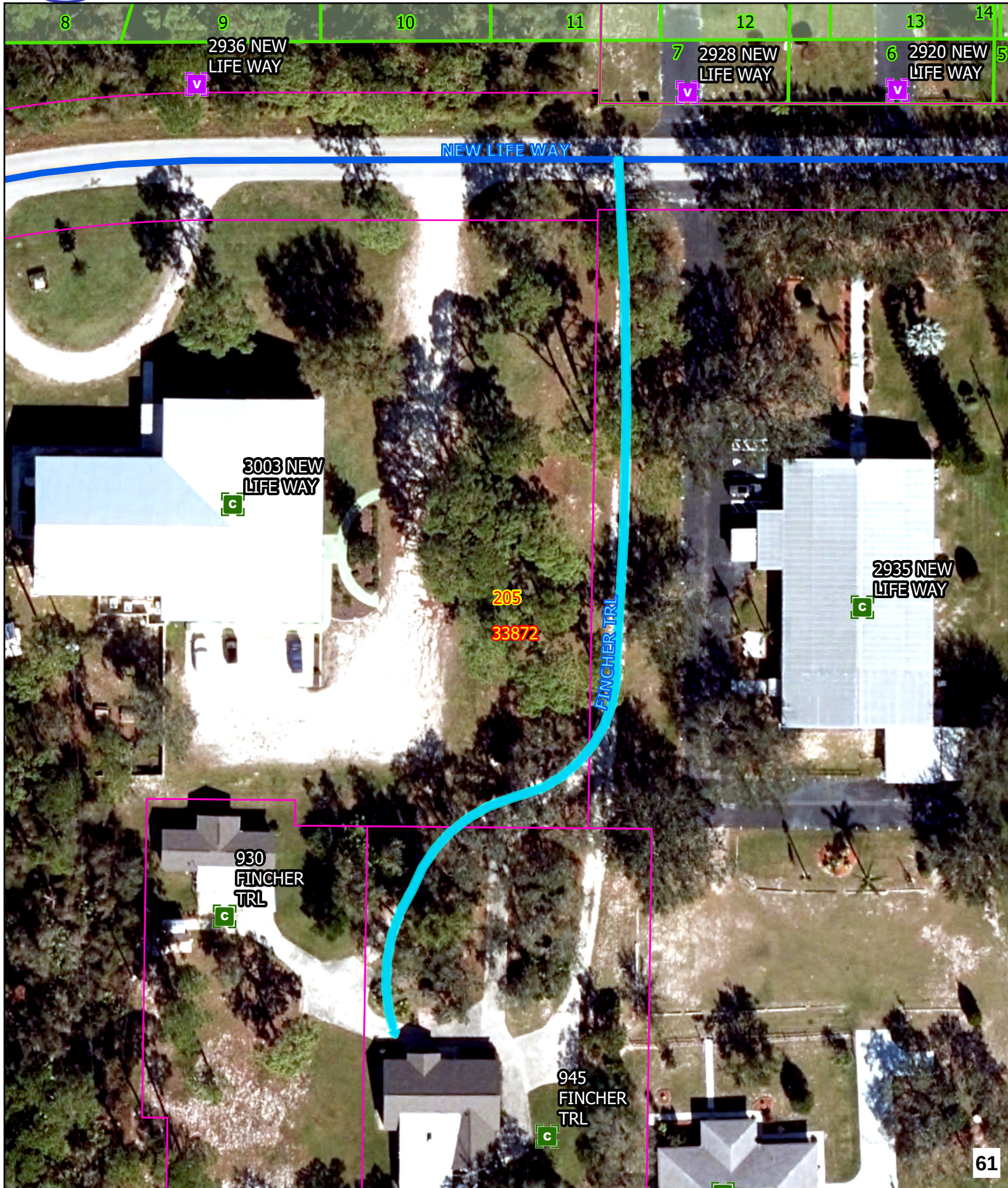


Fincher Trail

0 15 30 60 Feet
|-----|-----|-----|



Map prepared by Highlands County GIS. Intended for reference use only.



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: Corey Amundsen, Emergency Management Manager

SUBJECT/TITLE: Request adoption of Resolution 22-23-132 approving the Emergency Preparedness and Assistance (EMPA) Grant.

STATEMENT OF ISSUE

The 2023-2024 Emergency Management Preparedness Assistance Grant (EMPA) agreement is for \$105,806.00. This is a recurring state grant for Emergency Management to assist in operational funding. This is one of the two that make up the BASE grant funding for Emergency Management.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-132 approving the Emergency Preparedness and Assistance (EMPA) Grant.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of \$105,806.00 from the EMPA grant which is used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: [Res. 22-23-132.EMPA.A0344.SGS.pdf](#)

RESOLUTION NO. 22-23-132

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO STATE FUNDED GRANT AGREEMENT WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT RELATED TO AGREEMENT NO.: A0344; 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, Highlands County applied for a State Funded Grant Agreement, pursuant to Florida Division of Emergency Management Agreement No.: A0344, Emergency Preparedness and Assistance (EMPA) Grant which provides state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes; and

WHEREAS, the Florida Division of Emergency Management has awarded a State Funded Grant to Highlands County in accordance with the Agreement identified by Agreement No.: A0344; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with Florida Division of Emergency Management to accept the funding awarded.

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

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

SECTION 2. Approval of Agreement and Authorization to Execute. The Emergency Preparedness and Assistance Grant Agreement No.: A0344, with the Florida Division of Emergency Management, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson, or Vice-Chairperson, 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 Florida Division of Emergency Management Grant Agreement No.:A0344, 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 ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”
Florida Division of Emergency Management
Grant Agreement No.: A0344

**STATE-FUNDED GRANT AGREEMENT
EMERGENCY PREPAREDNESS AND ASSISTANCE GRANT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and
Highlands County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

- (a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

- (a) As required by Section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

(a) This Agreement shall begin **July 1, 2023** and shall end on **June 30, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of Agreement.

(4) FUNDING CONSIDERATION

- (a) This is a cost-reimbursement Agreement, subject to the availability of funds.
- (b) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- (c) The Division will reimburse the Recipient only for allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) The maximum reimbursement amount for the entirety of this Agreement is **\$105,806.00**.
- (d) The Division will review quarterly requests for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Scope of Work (Attachment A), and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:
- i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- (e) The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- (f) For the purposes of this Agreement, the term “improper payment” means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with Section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress of all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in the Division of Emergency Management Enterprise Solution (DEMES).

(6) MONITORING

(a) The Division is responsible for and shall monitor Recipients performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

- (b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.
- (c) Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- (d) On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from Division per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

(b) When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

(c) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(d) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient’s fiscal year.

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(9) LIABILITY

(a) Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by Section 768.28(19), Florida Statutes, any Recipient which is a state agency or subdivision, as defined in Section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a

state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days, provide written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by

law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) PROCUREMENT

(a) The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327, Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”), and Section 287.057, Florida Statutes.

(b) As required by 2 C.F.R. § 200.318(i), the Recipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

(c) As required by 2 C.F.R. § 200.318(b), the Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

(f) The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. § 200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. § 200.319, the Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;
 - iii. Use noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
 - v. Authorize, condone, or ignore organizational conflicts of interest;
 - vi. Specify only a brand name product without allowing vendors to offer an equivalent;
 - vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process;
- or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as Section 287.057(1)(a), Florida Statutes.

(k) The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as Section 287.057(1)(b), Florida Statutes.

(l) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically

updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Single Audits

Exhibit 2 – 27P-19 Administrative Code – EM Director Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Program Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Division Contractual Point of Contact
Brandi King 2555 Shumard Oak Blvd., Suite 330J Tallahassee, FL 32399-2100 (850) 815-4340 Brandi.King@em.myflorida.com

(e) The name and address of Division's Programmatic Reviewer for this Agreement is:

Division Programmatic Point of Contact
Terence Blakely 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4367 Terence.Blakely@em.myflorida.com

(f) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name: Corey Amundsen
Title: Emergency Management Manager
Address: 6850 W. George Blvd Sebring, FL 33875
Phone: (863) 402-7670
Email: camundsen@highlandsfl.gov

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance Payment (Attachment B) will specify the amount of advance payment needed and provide an explanation

of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed. FDEM will only advance 50% of the total award amount.

(b) Invoices shall be submitted to include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with (thirty) 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision

shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and

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

(g) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (via Division of Emergency Management Enterprise Solutions (DEMES) the completed "Certification Regarding Debarment,

Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(j) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political division granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) STATE REQUIREMENTS PERTAINING TO LOBBYING

(a) Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

(b) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(20) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

(d) If the Recipient qualifies as a state university under Florida law, then, pursuant to Section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(22) STATEMENT AND ASSURANCES

(a) The Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by Sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

(c) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(d) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the (Attachment A 2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) CONSTRUCTION and RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC), are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

(28) REAL PROPERTY

Section 287.05805, Florida Statutes, Contract requirement for use of state funds to purchase or improve real property—Each state agency shall include in its standard contract document a requirement that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321 and Section 288.703, Florida Statutes, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
STATE - FUNDED SUBAWARD AND GRANT AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT: HIGHLANDS COUNTY

By: _____

Chris Campbell, Chairman, Highlands County Boards of County Commissioners

(Name and Title)

Date: _____

59-60000655

Federal Identification Number

073234783

UEID/SAM Number

If signing electronically: By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Kevin Guthrie, Division Director

Date: _____

**FY 2023 – 2024 EMPA AGREEMENT
EXHIBIT 1 – SINGLE AUDITS**

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com .	
Recipient: Highlands County	
FEIN: 59-60000655	Sub- Recipient's Fiscal Year: FY23-24
Contact Name: Corey Amundsen	Contact's Phone: 863-402-7670
Contact's Email: camundsen@highlandsfl.gov	
1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? ☒ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☒ Yes ☐ No If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☒ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? ☒ Yes ☐ No If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.	
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
<i>Corey Amundsen</i>	
Signature of Authorized Representative	Date 6/12/2023
Printed Name of Authorized Representative Corey Amundsen	Title of Authorized Representative Emergency Management Manager

**FY 2023 – 2024 EMPA AGREEMENT
EXHIBIT 2– 27-19 FLORIDA ADMINISTRATIVE CODE
EM DIRECTOR CERTIFICATION**

In accordance with the 2023-2024 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2023 and shall end on June 30, 2024, and to remain consistent with section 252.38(1)(c), Florida Statutes and Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify on their Exhibit 3 their commitment to employ and maintain a Director.

I, Corey Amundsen (Name) certify compliance with the requirements for the 2023-2024 Emergency Management Preparedness and Assistance grant program.

Highlands County (Recipient) has employed an Emergency Manager
(EM Director) pursuant to Section 252.38(3)(b), Florida Statutes.

I, Corey Amundsen also certify that I am the official representative for
Highlands County (Recipient) and have authority to bind Highlands County
(Recipient) to this certification of compliance.

Signed by: Corey Amundsen

Printed Name: Corey Amundsen

Title: Emergency Management Manager

Date: 06/12/2023

Phone/Email: 863-402-7670 camundsen@highlandsfl.gov

**Attachment A
Scope of Work
FY 2023-2024 EMPA Agreement**

I. GENERAL POLICY

The purpose of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes. Funds shall be allocated to implement and administer county emergency management programs, to support the following activities:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise, and**
- **Management and Administration**

Pursuant to Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 48 C.F.R. Part 31, entitled "Contract Cost Principles and Procedures." 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. TASKS AND QUARTERLY DELIVERABLES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies.

The Recipient must successfully complete the following Tasks and Deliverables throughout the period of performance. Quarterly deliverables must be uploaded through the Division of Emergency Management Enterprise Solution (DEMES) portal.

TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

A. EMERGENCY MANAGEMENT DIRECTOR AND STAFF CERTIFICATION

Pursuant to Section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the Jurisdictional limits of the county in which it is organized.

Pursuant to Rule 27P-19.004, Florida Administrative Code, each County Emergency Management Agency must annually certify their commitment to employ and maintain a director consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Exhibit 3** – Certification letter for the Emergency Management Director in accordance with Rule 27P-19.004, Florida Administrative Code, in accordance with Table below.

- **Reporting Form 4** – Staffing Detail and Position Descriptions for funded emergency management staff in accordance with Table below.

REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Updates Only	Updates Only	Updates Only

TASK 2: LOCAL COST SHARE CERTIFICATION

A. COST SHARE

Pursuant to Rule 27P-19.011(1), Florida Administrative Code, Recipient shall provide documentation to show cost share amount either equal to the average of the County Emergency Management Agency's previous three years' level of general revenue funding or the level of funding for the last fiscal year, whichever figure is lower.

If the Recipient demonstrates that exceptional financial circumstances prevent the Recipient from complying with the cost share match requirements specified in Rule 27P-19.011(1), Florida Administrative Code, then the Recipient may request that the Division authorize a reduction in the amount of cost share required. All requests for cost share reduction shall be submitted no later than forty-five (45) days after the county budget has been approved pursuant to Rule 27P-19.011(2).

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Reporting Form 3** – Local Cost Share Certification in accordance with Table below.
- A copy of the current and accurate Local Budget (General Revenue) including the signed budget in accordance with Table below.
- A copy of the Emergency Management general revenue expenditure (general ledger) report in accordance with Table below.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Updates Only	Updates Only

TASK 3: RESPONSE CAPABILITIES

A. Equipment Inventory and Availability

Pursuant to Section 252.35(2)(s), Florida Statutes, the Division must maintain an inventory of portable generators owned by the state and local governments which can operate during a major disaster. Upon notification by the Director or State Emergency Response Team (SERT) Chief, the Agency in possession of the portable generators shall make such generators available for deployment on behalf of the Division.

DELIVERABLES:

- Complete an inventory of portable generators owned by the local governments which can operate during a major disaster. The inventory must identify:
 - The location of each generator;
 - The number of generators stored at each specific location;
 - The agency to which each generator belongs;
 - The primary use of each generator by the owner agency; and
 - The names, addresses, and telephone numbers of persons having the authority to loan the stored generators as authorized by the Division during a declared emergency.

To demonstrate successful completion, the Recipient must submit the above information to the Division's WEBEOC Equipment Inventory Board no later than March 31, 2024.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Updates Only

B. Logistics Staging Areas

To meet the immediate needs of survivors of disasters, the State has developed the capacity to establish Logistics Staging Areas to expedite the recovery process. In accordance with the Division's State Logistics Staging Areas (LSA) Operations Guidance, Recipients are requested to identify areas that will be used for the staging of emergency supplies, such as water, fuel, generators, vehicles, equipment, and other related materials.

Upon activation, the Field Logistics Unit or Logistics Section Chief will make a request for utilization of areas uploaded into the WEBEOC Emergency Site Board.

DELIVERABLES:

- GIS or aerial photo map of the site, showing the boundaries of the usable space and any points of entry or exit, should be made available to locations. Population Requirements are as follows:
 - For Counties with a population above 500,000, provide the Division with three (3) LSA locations.
 - For Counties with a population above 100,000 but below 500,000, provide the Division with two (2) LSA locations.
 - For Counties with a population below 100,000, provide the Division with one (1) LSA location.

To demonstrate successful completion, Recipient must submit upload the above information to the WEBEOC Emergency Site Board no later than June 30, 2024.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	NA	NA	Deliverables Due

**FY 2023 – 2024 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS**

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2023 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division for approval. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning ();
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-in sheet with meeting date
- Proof of payment (e.g. , credit card statement, Bank Statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of Procurement method (e.g. quotes, and or Solicitation);

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation).

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Eligible “**Operational Cost**” items include, but are not limited to:

- **Salaries and Fringe Benefits**

- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
 - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of payroll expenditure reports
- Expense items need to have copies of invoices, or receipts and proof of payment (credit card statements, bank statements) for. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

Please Note: You can only charge 1% of the total award amount for apparel and promotional items.

C. EQUIPMENT

Pursuant to 27P-19.010 Disbursement. Allowable equipment costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 48 C.F.R. part 31 CONTRACT COST PRINCIPLES AND PROCEDURES. If an item qualifies as reasonable and necessary, and the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)

- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at <https://www.fema.gov/authorized-equipment-list>.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, or receipts, proof of payment credit card statements, bank statements for.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide a certificate of completion; all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting a course, the Recipient must provide the course sign-in sheet. with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop, the recipient must provide workshop sign-in sheets, materials used for workshop, and all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
 - Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$175 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public

space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);

- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the DEMES an After Action Report (AAR) that includes the following:

**An Improvement Plan; and,
A roster of participants.**

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund “may not be used to supplant existing funding.” Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: “Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.”

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: “Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars...” Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses

To qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

To avoid a “one size fits all” approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance

To qualify for reimbursement under the terms of this Agreement, the Recipient’s performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

B. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions into contracts.

D. FINANCIAL CONSEQUENCES:

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

- (1) Temporarily withhold payments pending correction of the deficiency by the recipient.
- (2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (3) Wholly or partly suspend or terminate the award.
- (4) Take other remedies that may be legally available.

**FY 2023 – 2024 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance (“EMPA”) Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Recipient’s quarterly reports must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: Highlands County
AGREEMENT: A0000

1. PLANNING	\$
2. ORGANIZATION	\$105,806.00
3. EQUIPMENT	\$
4. TRAINING	\$
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$ 105,806.00

FY 2023-2024 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits	5	\$21,161.20	\$105,806.00
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			

Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$105,806.00

REVISION DATE: _____

**FY 2023 – 2024 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS**

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide all support documentation for the quarterly financial reports.

- A. The Recipient must provide all supporting documentation for the quarterly financial reports. The Division shall accept back up documentation by email if the County is not able to upload on Salesforce.
- B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.
- C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2023**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.
- D. In a format provided by the Division, Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2023**, or along with 1st quarter reimbursement submission, whichever occurs first.
- E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2024**, or 60 days after completion of activities contained in this agreement, whichever occurs first.
- F. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future award

**FY 2023– 2024 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	Fiscal Year 2023 Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS:	
<u>For example</u> PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

****REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS****

Signature of Recipient/Subcontractor's Authorized Official

Date: _____

Name and Title of Recipient/Subcontractor's Authorized Official

**FY 2023 – 2024 EMPA AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

Project Number

City, State, Zip

Date

**FY 2023– 2024 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

- (1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (8:00 am) to (5:00 pm).

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

**FY 2023 – 2024 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. Seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to

identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (See 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: Laney Stearns, Public Safety Director

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-116 to provide additional funding for cost center 5105, Ambulance Service 005.

STATEMENT OF ISSUE

It was determined that five (5) radios needed to be replaced that were not budgeted. Additional funding is necessary to cover this unanticipated expenditure.

RECOMMENDED ACTION

Move to approve budget amendment 22-23-116 to provide additional funding for cost center 5105, Ambulance Service 005.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$55,000 from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 5105 (Ambulance Service), account 55230 (Attractive Inventory Property) to provide additional funding in the current fiscal year.

Attachments: [22-23-116 EMS Add'l Funding \(BA\).pdf](#)
[22-23-116 EMS Add'l Funding \(Reserve\).pdf](#)

June 26, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 6/21/2023

SUBMITTED BY: OMB

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 5105

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Ambulance Service 005

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency		69,901.27		55,000.00	14,901.27
E	005	5105	55230	Attractive Prop-Inventory		5,880.00	55,000.00		60,880.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: Transfer funds from Reserve for Contingency to Ambulance Service cost center (5105) to provide additional funding.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-116

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied
County Administrator Approved Denied

 ITEM TO ITEM
XX RESERVE
 BY RESOLUTION
 SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk: _____

**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS**

GENERAL FUND - 005 (9990)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		\$450,000.00	
10/18/22	10/18/22	22-23-003	\$3,371.00	\$453,371.00	To adjust the Property Appraiser's budget to reflect the EDR salary adjustment and operating expense reductions.
10/18/22	10/18/22	22-23-004	(\$7,211.67)	\$446,159.33	To adjust the Supervisor of Election's budget to reflect the EDR salary adjustment for the Elected Official.
10/18/22	10/18/22	22-23-005	(\$5,500.00)	\$440,659.33	To adjust the Clerk of Court's budget to reflect the EDR salary adjustment for the Elected Official.
11/29/22	11/29/22	22-23-023	\$0.27	\$440,659.60	To balance the VOCA grant Project 22033
12/20/22	12/20/22	22-23-028	(\$8,160.00)	\$432,499.60	To provide additional funding due to Health Insurance renewal increase effective 1/1/23.
02/07/23	02/07/23	22-23-050	(\$22,800.00)	\$409,699.60	To set up the new FY22-23 EMS Matching Grant of 10%.
03/07/23	03/07/23	22-23-059	(\$8,498.33)	\$401,201.27	To xfer Reserve funding to Property Appraiser for vehicle damage repairs from Hur. Ian and return the excess to PGIT.
03/21/23	03/21/23	22-23-064	(\$23,000.00)	\$378,201.27	To provide funding to replace the concrete driveway at Station 41 - Sun 'N Lakes Lake Placid Fire.
05/02/23	05/02/23	22-23-090	(\$25,000.00)	\$353,201.27	To transfer funds for ditch cleanouts in/around the Sebring Falls mobile home park to ease flooding issues.
06/06/23	06/06/23	22-23-097	(\$15,000.00)	\$338,201.27	To provide add'l funding for Project 19041 Sebr. Watershed Mgmt Project
06/20/23	06/20/23	22-23-103	(\$248,300.00)	\$89,901.27	To establish funding for Project 22053 Judicial Court Remodel.
07/03/23		22-23-112	(\$20,000.00)	\$69,901.27	To transfer add'l funds for ditch cleanouts in/around the Sebring Falls mobile home park to ease flooding issues.
07/03/23		22-23-116	(\$55,000.00)	\$14,901.27	To transfer funding to EMS to cover operating expenditure shortfall.
REVISED TOTAL:				\$14,901.27	

CONTINUED ON NEXT PAGE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: Clinton Howerton, Critical Infrastructure Director

SUBJECT/TITLE: Request adoption of Resolution 22-23-133 for Budget Amendment 22-23-117 to set up a budget for the Critical Infrastructure Department.

STATEMENT OF ISSUE

In order to address the growing need for drainage work throughout the county, Administration determined it was necessary to add the new Critical Infrastructure department. This budget amendment establishes an estimated budget for the balance of FY22-23.

RECOMMENDED ACTION

Request to adopt Resolution 22-23-133 for Budget Amendment 22-23-117 to set up a budget for the Critical Infrastructure Department.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$135,633.00 which is being funded with Fund Balance Brought Forward and appropriated in cost centers 4500 (Critical Infrastructure-Executive) and 4501 (Critical Infrastructure-Operations) in the accounts as needed.

Attachments: [22-23-117 Critical Infrastructure Budget Set-up \(BA\).pdf](#)
[22-23-117R Critical Infrastructure Budget Set-up \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

PAGE 1 of 3

BUDGET AMENDMENTS

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

DATE: 6/23/2023

SUBMITTED BY: Critical Infrastructure Director

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 4500, 4501
PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Critical Infrastructure-Executive, Critical Infrastructure-Operations
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100	Fund Balance Brought Forward		2,728,666.15	135,633.00		2,864,299.15
E	005	4500	51200	Regular Salaries & Wages		0.00	20,315.00		20,315.00
E	005	4500	52100	FICA Taxes		0.00	1,850.00		1,850.00
E	005	4500	52200	Retirement Contributions		0.00	8,075.00		8,075.00
E	005	4500	52300	Life & Health Insurance		0.00	2,330.00		2,330.00
E	005	4500	52400	Workers' Compensation		0.00	643.00		643.00
E	005	4500	54000	Travel & Per Diem		0.00	908.00		908.00

REASON: To set up funding for new Critical Infrastructure Department.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-117

TRANSFER TYPE:

Approval

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

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

Denial

SIGNATURE: _____

Signature: _____

DATE: _____ / _____ / _____

Posted by Clerk: _____

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 3

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-117

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	4500	54100	Communications & Freight		0.00	850.00		850.00
E	005	4500	54500	Insurance		0.00	794.00		794.00
E	005	4500	54600	Repair & Insurance		0.00	1,000.00		1,000.00
E	005	4500	54700	Printing & Binding		0.00	45.00		45.00
E	005	4500	55100	Office Supplies		0.00	58.00		58.00
E	005	4500	55200	Operating Supplies		0.00	300.00		300.00
E	005	4500	55211	Fuel		0.00	600.00		600.00
E	005	4500	55402	Subscriptions		0.00	600.00		600.00
E	005	4500	55403	Education & Training		0.00	400.00		400.00
E	005	4500	55404	Dues & Memberships		0.00	539.00		539.00
E	005	4501	51200	Regular Salaries & Wages		0.00	34,350.00		34,350.00
E	005	4501	52100	FICA Taxes		0.00	2,500.00		2,500.00
E	005	4501	52200	Retirement Contributions		0.00	4,090.00		4,090.00
E	005	4501	52300	Life & Health Insurance		0.00	2,340.00		2,340.00
E	005	4501	52400	Workers' Compensation		0.00	112.00		112.00
E	005	4501	53100	Professional Services		0.00	4,000.00		4,000.00

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 3 of 3

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-117

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	4501	53400	Contractual Services		-	10,000.00		10,000.00
E	005	4501	54100	Communications & Freight		-	835.00		835.00
E	005	4501	54500	Insurance		-	912.00		912.00
E	005	4501	54600	Repair & Maintenance		-	8,000.00		8,000.00
E	005	4501	54700	Printing & Binding		-	100.00		100.00
E	005	4501	54900	Other Charges & Obligations		-	1,300.00		1,300.00
E	005	4501	55200	Operating Supplies		-	25,000.00		25,000.00
E	005	4501	55211	Fuel		-	200.00		200.00
E	005	4501	55230	Attractive Inventory Property		-	1,587.00		1,587.00
E	005	4501	55402	Subscriptions		-	1,000.00		1,000.00
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

RESOLUTION NO. 22-23-133

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-117 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 22-23-117 is hereby approved and authorized to appropriate funding for the new Critical Infrastructure department for the balance of FY22/23. The net fiscal impact is an increase in the amount of \$135,633.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 3rd day of July, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request appointment of Elizabeth Worley of Sebring International Raceway as a Regular Member to the Tourist Development Council with term expiring May 2025, fulfilling the Tourism Interest vacancy.

STATEMENT OF ISSUE

The Tourist Development Council (TDC) received notice of resignation from the TDC from John Story of Sebring International Raceway on June 13, 2023. With Mr. Story's resignation, the TDC has one (1) vacancy of the Tourism Interest category. Notice of the vacancy was advertised on June 14, 2023.

The TDC has received one application for appointment to the vacated seat, that being from Elizabeth Worley of Sebring International Raceway. If appointed, Ms. Worley will complete the 4-year term held by Mr. Story, ending in May 2025.

Florida Statute 125.0104 requires the TDC be made up of nine (9) members total meeting the following requirements: one (1) representative of the Board of County Commissioners; two (2) elected municipal officials, one being from the most populous city in the county; six (6) persons involved in and having demonstrated interest in tourist development, three of which be owners or operators of tourist accommodations and subject to the Tourist Development Tax.

RECOMMENDED ACTION

Move to appoint Elizabeth Worley of Sebring International Raceway as a Regular Member to the Tourist Development Council with term expiring May 2025, fulfilling the Tourism Interest vacancy.

FISCAL IMPACT

No Fiscal Impact

Attachments: [E. Worley Committee Application.pdf](#)

Fultz, Reagan H

From: Strahan, Chantel E.
Sent: Monday, June 19, 2023 12:18 PM
To: Wohl, Casey; Fultz, Reagan H
Cc: Sauls, Leah M.; Drake, Michelle
Subject: Fw: Committee Application-Elizabeth Worley

Good afternoon, hope all is well.

Below is an application we received submitted by Elizabeth Worley with SIR.

Thanks,



Chantel Strahan

Legal Assistant
Highlands County Board of County Commissioners
(863) 402-6501
cstrahan@highlandsfl.gov
www.highlandsfl.gov
600 S. Commerce Ave., Sebring, FL 33870

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

From: noreply@revize.com <noreply@revize.com>
Sent: Monday, June 19, 2023 11:36 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Strahan, Chantel E. <cbrutus@highlandsfl.gov>
Subject: Committee Application

[CAUTION: External Message*]

Name = Elizabeth Worley
Address = 113 MIDWAY DR
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 8632571511
Email = eworley@sebringraceway.com
Request = Tourist Development Council
Membership Type = Advisory Only
Current Employment Experience: = Marketing Manager, Sebring International Raceway - 2018 - Current My day to day responsibilities as the Marketing Manager of Sebring International Raceway include but are not limited to the following: Partnership Relations & Business Development Web Development & Graphic Design Contract Fulfillment Oversight of Hospitality Operations Creation, Planning, Placement & Oversight of our Digital Media Advertising Campaigns Budget Planning & Management & more.
Previous Employment Experience: = Human Resources & Payroll Specialist, OnSite Ag Services - 2014 - 2018 Manager, Beef O' Brady's - 2011 - 2014

High School = Sebring High School

College = Santa Fe College & South Florida State College

Special Training: = N/A

Activities & Interest: = I enjoy spending time with my family & friends, teaching myself new skills & most recently adapting ways to live a healthier lifestyle. I was a member of Leadership Highlands, class of 2023 which allowed me to dive deeper into Highlands County, providing opportunities to meet new people & learn even more about the community we all love.

Current positions on boards, committees, elected offices, law enforcement positions: = N/A

Relation = No

Relative Name: =

Relationship: =

Conviction = No

Gender = Female

Disabled = No

Age = 32

Race: = White

Signature Certification: = Checked indicating Electronically Signed

Client IP = 12.17.105.162

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Clinton Howerton, Jr., P.E., Critical Infrastructure Division Director

SUBJECT/TITLE: Request to approve Budget Amendment 22-23-112 for additional funding for the Sebring Falls ditch cleanout.

STATEMENT OF ISSUE

On May 2, 2023, the Board of County Commissioners approved the ditch cleanout project in Sebring Falls. This work is nearing completion and will reduce flooding for many residences in the community. This request is to continue the maintenance work needed for vegetation removal from additional ditches/swales to allow stormwater runoff to drain into Lake Jackson. Without this phase of the work, there remains the potential of structural flooding of residential property and the commercial property along US HWY 27 that occurred during hurricane Ian.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-112 for additional funding for the Sebring Falls ditch cleanout.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General Fund) or the overall FY 22/23 budget as funds in the amount of \$20,000 were budgeted in FY 22/23 in Fund 005 (General Fund) in Account 59900 (Reserve for Contingency).

Attachments: [22-23-112 Sebring Falls Additional Funds \(BA\).pdf](#)
[22-23-112 Sebring Falls Add'l Funds \(Reserve\).pdf](#)

June 20, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

Clinton Howerton, Jr., P.E.,

SUBMITTED BY: Critical Infrastructure Division Director

DATE: 6/15/2023

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 9990; 4501

PROJECT(S) #: 22064 PROJECT TITLE(S): Sebring Falls Ditch Cleanout COST CENTER TITLE(S): Operations
Budget Expenditure AC/005; Critical Infrastructure -
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency		89,901.27		20,000.00	69,901.27
E	005	4501	53400Z	Project Contractual Service	22064	25,000.00	20,000.00		45,000.00

REASON: This Budget Ammendment is necessary to add funding to Project 22064 for additional ditch cleanouts in Sebring Falls.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-112

TRANSFER TYPE:

Approval
Denial

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
XX RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS**

GENERAL FUND - 005 (9990)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		\$450,000.00	
10/18/22	10/18/22	22-23-003	\$3,371.00	\$453,371.00	To adjust the Property Appraiser's budget to reflect the EDR salary adjustment and operating expense reductions.
10/18/22	10/18/22	22-23-004	(\$7,211.67)	\$446,159.33	To adjust the Supervisor of Election's budget to reflect the EDR salary adjustment for the Elected Official.
10/18/22	10/18/22	22-23-005	(\$5,500.00)	\$440,659.33	To adjust the Clerk of Court's budget to reflect the EDR salary adjustment for the Elected Official.
11/29/22	11/29/22	22-23-023	\$0.27	\$440,659.60	To balance the VOCA grant Project 22033
12/20/22	12/20/22	22-23-028	(\$8,160.00)	\$432,499.60	To provide additional funding due to Health Insurance renewal increase effective 1/1/23.
02/07/23	02/07/23	22-23-050	(\$22,800.00)	\$409,699.60	To set up the new FY22-23 EMS Matching Grant of 10%.
03/07/23	03/07/23	22-23-059	(\$8,498.33)	\$401,201.27	To xfer Reserve funding to Property Appraiser for vehicle damage repairs from Hur. Ian and return the excess to PGIT.
03/21/23	03/21/23	22-23-064	(\$23,000.00)	\$378,201.27	To provide funding to replace the concrete driveway at Station 41 - Sun 'N Lakes Lake Placid Fire.
05/02/23	05/02/23	22-23-090	(\$25,000.00)	\$353,201.27	To transfer funds for ditch cleanouts in/around the Sebring Falls mobile home park to ease flooding issues.
06/06/23	06/06/23	22-23-097	(\$15,000.00)	\$338,201.27	To provide add'l funding for Project 19041 Sebr. Watershed Mgmt Project
06/20/23	06/20/23	22-23-103	(\$248,300.00)	\$89,901.27	To establish funding for Project 22053 Judicial Court Remodel.
07/03/23		22-23-112	(\$20,000.00)	\$69,901.27	To transfer add'l funds for ditch cleanouts in/around the Sebring Falls mobile home park to ease flooding issues.
REVISED TOTAL:				\$69,901.27	

CONTINUED ON NEXT PAGE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Request approval to purchase a used 2011 Alexis Spartan Custom Heavy Rescue Truck.

STATEMENT OF ISSUE

The proposed vehicle will replace the First Out Tractor drawn Trailer currently in use by the Special Operations Team. The new vehicle is easier and safer to drive and does not require specialized tractor/trailer training. The current trailer is difficult to maneuver, with limited drivers, and gives limited options to parking when responding to scenes.

RECOMMENDED ACTION

Move to approve the purchase of a used 2011 Alexis Spartan Custom Heavy Rescue Truck.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [REQUEST TO PURCHASE FROM USED OR AUCTION.pdf](#)
[specs.pdf](#)
[Brindle agreement.pdf](#)



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

REQUEST TO PURCHASE USED EQUIPMENT OR FROM AUCTION

To: Purchasing Manager

From: 3217/HCFR
Department / Division Name

Date: June 9, 2023

A written request is being made to exercise the option to purchase from:

- ☒ used equipment
☐ from auction (new or used)

Item For Consideration:

2011 Alexis Spartan Custom Heavy Rescue Stock # 16102, VIN:4S7AT2J9XBC074126 in the amount of
\$300,000.00 from Brindlee Mountain

Justification:

This vehicle will replace the First Out Tractor drawn Trailer currently in use by the Special Operations Team. The
newer vehicle is easier and safer to drive and does not require specialized tractor/trailer training. The current trailer
is difficult to maneuver, with limited drivers, and gives limited options to parking when responding to scenes.

For all requests:

☐ Approved ☐ Denied _____
Purchasing Manager Date

For all requests over \$50,000.00:

☐ Approved ☐ Denied _____
County Administrator Date

For all requests over \$250,000.00:

☐ Approved ☐ Denied _____
Chairman of the Board Date

TRUCKS FOR SALE ▼

FIRE TRUCK FINDER®

BRINDLEE MOUNTAIN



FIRE APPARATUS

SELL YOUR TRUCK

SERVICE & REPAIR

[« Return to search results](#)

2011 Alexis Spartan Custom Heavy Rescue

Call For Custom Quote



62 +



Download Images



Print Listing



Email Listing



Add to Favorites

Truck Type Used
Rescue
Trucks
and
Squads

Manufacturer Alexis

Year Built 2011

Mileage 6,477

Location USA -
South

Stock # 16102

Price Call For
Custom
Quote



View Truck Video

Find Out More About This Truck

Thank you for your interest in the 2011 Alexis Spartan Custom Heavy Rescue! Fill out the form below and we'll immediately start the process to get you more information.

Last Name*

Email Address*

Phone

+1

201-555-0123

Fire Department

Select Country

United States

Select State

-- Select State --

Select Purchase

Timeframe

-- Select Purchase Ti...

I am also interested...

Submit Inquiry

Or Call 256-776-7786

Truck Details

General Specs

Stock#: 16102

2011

Alexis Fire Body

Gladiator Spartan Chassis

Custom

Length: 33'

Truck Height: 9' 10"

Wheelbase: 209"

GVWR: 45,000

Seating for 4; 3 SCBA seats

Mileage: 6,477

Engine Hours: 851

Caterpillar C 9 425 HP Diesel Engine

Allison EVS 3000 Automatic Transmission

Additional equipment not included with purchase unless otherwise listed.

Interior Medical Cabinet

Electrical - Lighting

Electric Reels: (2) 200'

Harrison 15KW PTO Generator

Wil-Burt Light Tower

Arrowstick Traffic Indicator

Hydraulic Reels: (4) 200'

Options

Cascade System: 4 Bottle with Fill Station and air line on reel

Federal Q Siren

Oil Dry holder on top with valve to fill buckets in cabinet

Apparatus Information

The light tower on this vehicle will provide excellent scene lighting on your response. Whether lighting a wreck scene, or making sure your fire fighters have the light needed to prepare for work, this truck can provide that.

This fire truck has been well taken care of, and has very little use during its life. With very few miles, it should serve your fire department for years to come!

*Still Can't find what you'r looking for? **CLICK HERE** and sign up for our Fire Truck Finder[®] service.*

Here are other options that meet your search criteria.

2011 E-One Quest Rescue Pumper



Eros 2000 GPM Pump, 500 Gallon Tank, Cummins Diesel, ...

Truck Detail

2011 E-One Quest Rescue Pumper





Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2011 Alexis Spartan Custom Heavy Rescue (Apparatus) to Highlands County, FL (Buyer) for the sum of \$300,000.00 (Three Hundred Thousand Dollars and no cents).

Apparatus: 2011 Alexis Spartan Custom Heavy Rescue, Stock #16102 VIN: 4S7AT2J9XBC074126

Buyer Info: Highlands County, 600 S. Commerce Ave, Sebring, FL 33870

Seller Info: Brindlee Mountain Fire Apparatus, 15410 Highway 231, Union Grove, AL 35175

Terms and Conditions of Sale:

(1) Services Included: Apparatus is being sold "as is where is" with no warranty stated or implied; however, Buyer shall have seven (7) business days to inspect and cancel the Apparatus. Shipping is included in the purchase price and Seller is responsible for all shipping. In the event of cancellation of the purchase, the Seller shall be responsible for freight charges associated with return of the Apparatus to the Seller. Seller states the Apparatus will be in the condition described upon delivery or the sales agreement will be voided, and full payment will be refunded. Buyer will have 7 days from date of delivery to make determination as to whether the Apparatus is in the condition as described.

(2) Payment and Title: Buyer will make payment in full to Seller upon delivery of the Apparatus. Seller will provide title free of lien to Buyer following receipt of payment.

(3) FOB Destination, Freight Collect: Buyer assumes the responsibility of the Apparatus after delivery by carrier or other designated representative. Seller is responsible for all freight charges.

This agreement is valid for execution by July 6, 2023.



 Sales Representative
 Brindlee Mountain Fire Apparatus

 Authorized Representative
 Highlands County, FL

 6/2/2023

 Date

 Date

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report.

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of June 23, 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal_Long_Range_Log.docx](#)

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
	Update to Administrative Code regarding confirmation of upper management positions	
	HL Bishop Park commercial water vessel RFLOI	
	Resolution authorizing County Administrator/Chairman to issue certain letters of support and grant applications	
	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of June 21, 2023.

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Project Updates \(FINAL\) 07-03-23.pdf](#)
[Commissioner's Priorities \(FINAL\) 07-03-23.pdf](#)

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Minor improvements suggested in Carter Creek Watershed Study	Pending funding
2	Crit. Inf. - Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	Minor ditch improvements completed.	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction Complete	Completed	Completed
5	Engineering	Sebring Parkway Phase IIB	Construction Complete	Completed	Completed
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction Complete	Completed	Completed
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Phase 5 construction the first of asphalt was completed on 4/6/23. The contractor will begin Phase 4 work on 4/10/23.	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Project Complete	Project Completed	Completed
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Construction to begin on 6/5/23	Substantial completion 75 days after NTP date	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	Final inspection by FDOT	Completed
11	Engineering	17034 Memorial Drive MUP -LAP project	The County Attorney is reviewing TOA proposal from CivilSurv to redesign sidewalk to avoid utilities	City of Sebring Commission voted to sign contract with CivilSurv to design plan for relocating utilities. FDOT is preparing a request to shift funding to a later fiscal year in order to facilitate redesign of sidewalk to avoid utilities. Approval of TOA and issuance of NTP to CivilSurv.	Ongoing
12	Critical Inf. - Drainage	SRF Water Quality and Drainage Studies	NTP Issued 4/10/23 - Project Underway	Scheduled regular meetings with both consultants. Both gathering data for study areas.	Ongoing
13	Solid Waste	New Cell Expansion - Project No. 21078	FDEP application submitted and received 6-8-23.	Application submitted to FDEP 6-8-23. Bid document preparation underway while awaiting permit questions/comments.	Ongoing
14	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Draft of the FDEP 404 Program Individual Permit submitted for review.	TOA# 1-3 with Chastain Skillman was approved by the Board on 5/2/23 for Bald Eagle Monitoring Services required by the USF&WS permit for the project. A draft of the Collany Wetland Mitigation Bank Credit Purchase Agreement to purchase of 0.49 Wetland Credits required by SFWMD and FDEP was submitted to legal on 5/11/23. The FDEP State 404 Program Individual Permit requiring the purchase of wetland mitigation credits to offset the wetland impacts to construct the haul road providing access to the proposed borrow pit was submitted to the County for review on 5/9/23 and is being reviewed by staff.	Ongoing
15	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial/manufacturing prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. A firm has been selected for the broadband expansion. Design work has already been stated, with permitting to follow, and hopefully construction commencing before the end of the year. Combined with the efforts of Glades Electric there will be a great deal of territory covered with fiber optic cable in the next 3 years. Companies and workforce will take notice that their regular service level will be available in Highlands County making us all the more attractive.	Ongoing
17	Economic Development	Broadband/ Highspeed Internet	IBT Group USA has been selected by the county through the RFP process. Negotiations will commence with the firm to finalize the agreement.	While the details are worked out on the agreement, IBT Group has already submitted an application for the Broadband Opportunity Fund that was due April 21. We will also refine the design they have presented to us while working with IT, FDOT, Road & Bridge, and Engineering. Letters of support from the County and each municipality will be helpful. We will monitor Office of Broadband and State initiatives for the next options.	Ongoing
18	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
19	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
20	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 was not accepted by the House.	Meet with Administration on next steps after the 2023 legislative season has concluded.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and will finish in 2023. City staff is short handed so having trouble completing their portions.	Sebring hydraulic modeling is the last part to be completed by Spring 2023. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask. The original plan was to allocate \$15,000 annually to keep the maps up to date as extensions & upgrades are made to the various systems. This annual update should be able to move directly to the GIS department moving forward.	Spring 2023
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2022 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan project to perform study in process. Additional 3 basin studies underway with CFI projects. R&B performing maintenance as able.	Ongoing

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Jul 3, 2023

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Summary Presentation of the FY 2023/2024 Recommended Budget.

RECOMMENDED ACTION

None. This is for informational purposes only.

FISCAL IMPACT

There is no fiscal impact at this time.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 3, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to June 20, 2023 to July 2, 2023

Attachments: [Cash Requirements no signature.pdf](#)
[Board Wire & ACHs.pdf](#)

SUNGARD PENTAMATION
DATE: 06/26/2023
TIME: 15:26:55
SELECTION CRITERIA: ALL

HIGHLANDS BOCC
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 1
ACCTPA51
ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
15112 ACCURATE DIESEL INJECTION IN TOTAL CHECK	4102	54600	230011	95620	1,270.00 1,270.00	DIESEL INJECTION PARTS &
21461 ADVANCE STORES COMPANY INC	5105 4102 005	54600 54600 141000	230010 230010 231257	435631601 435631632 435631724365	136.06 116.44 279.75 532.25	MISC. REPAIR PARTS MISC. REPAIR PARTS FLOOR DRY 33 LB. BAG
TOTAL CHECK						
20582 AIRGAS INC	5105 5105 5105 5105 5105 5105 5105 5105	55200 55200 55200 55200 55200 55200 55200 55200	230257 230257 230257 230257 230257 230257 230257 230257	9138799527 9138799528 9138799529 9139036809 9139036810 9702859415 9702859416 9702859417	32.80 68.80 74.80 95.80 111.80 -1.02 -2.24 -3.54 377.20	DELIVERY (ESTIMATE) DELIVERY (ESTIMATE) DELIVERY (ESTIMATE) DELIVERY (ESTIMATE) DELIVERY (ESTIMATE) CREDIT CREDIT CREDIT
TOTAL CHECK						
23896 AIRSTREAM VENTURES LLC TOTAL CHECK	5305	53400	231216	1740	20,000.00 20,000.00	MAY 13-14 2023
508906 NORINE ANDREWS TOTAL CHECK	5229	54000		MILEAGE	101.60 101.60	VISITS:6/19-6/23
22448 AVERY DENNISON REFLECTIVE SO TOTAL CHECK	4105	54600	231115	61783581	295.00 295.00	T- FENCE
000085 CITY OF AVON PARK UTILITIES	2672 2672 2672 4102A	54300 54300 54300 56301Z		36021-11872 36021-23714 36023-12110 79829-24704	167.92 111.79 152.21 20.32 452.24	SVC:5/1-6/1/23 SVC:5/1-6/1/23 SVC:5/1-6/1/23 SVC: 4/25-5/25
TOTAL CHECK						
17868 B&H PHOTO-VIDEO TOTAL CHECK	1000B	56400	231238	214182369	5,640.84 5,640.84	PANASONIC PT-MZ780WU7 7KL
002583 BAKER & TAYLOR ENTERTAINMENT	6211 6211 6210 6209 6210 6210 6211 6209	56600 56600 56600 56600 56600 56600 56600 56600	230210 230210 230210 230210 230210 230210 230210 230210	H65270310 H65270311 H65280400 H65306230 H65329740 H65363430 H65363440 H65363570	17.74 200.08 128.42 103.59 182.36 42.58 128.44 81.61 884.82	NEW AUDIOVISUAL MATERIALS NEW AUDIOVISUAL MATERIALS NEW AUDIOVISUAL MATERIALS NEW AUDIOVISUAL MATERIALS NEW AUDIOVISUAL MATERIALS NEW AUDIOVISUAL MATERIALS NEW AUDIOVISUAL MATERIALS NEW AUDIOVISUAL MATERIALS
TOTAL CHECK						

SUNGARD PENTAMATION
DATE: 06/26/2023
TIME: 15:26:55
SELECTION CRITERIA: ALL

HIGHLANDS BOCC
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 2
ACCTPA51
ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
004328	6210	56600	230146	5018413090	59.99	NEW BOOKS
BAKER & TAYLOR INC	6212	56600	230146	5018413091	27.23	NEW BOOKS
	6209	56600	230146	5018414052	327.07	NEW BOOKS
	6210	56600	230146	5018414058	210.57	NEW BOOKS
	6212	56600	230146	5018414059	366.84	NEW BOOKS
	6212	56400Z	231148	5018414060	560.94	NEW BOOKS
TOTAL CHECK					1,552.64	
000109	4102	54600	230013	963699	11.44	MISC. REPAIR PARTS
BARTOW FORD CO	5105	54600	230013	963747	193.50	MISC. REPAIR PARTS
	4102	54600	230013	964030	180.22	MISC. REPAIR PARTS
	5105	54600	230013	964201	823.00	MISC. REPAIR PARTS
	4102	54600	230013	964416	1,446.46	MISC. REPAIR PARTS
	4102	54600	230013	964934	6.45	MISC. REPAIR PARTS
	4102	54600	230013	964990	16.48	MISC. REPAIR PARTS
TOTAL CHECK					2,677.55	
25108	4501	53400Z	231122	1142	10,337.40	RESTORATION OF DITCH LOCA
BENTON AG SERVICES INC						
TOTAL CHECK					10,337.40	
17670	005	202015		57910497	3,452.68	7/1-7/31/23 MEDICARE
BLUE CROSS BLUE SHIELD OF FL						
TOTAL CHECK					3,452.68	
013545	3998B	54100		312325531	545.00	SVC: 6/10-7/9
EMBARQ FLORIDA INC	4210	54100		422212920	58.06	SVC: 6/9-7/8
TOTAL CHECK					603.06	
013545	1000	54100		312032824	145.36	MAY L/D
EMBARQ FLORIDA INC	1002	54100		312032824	79.26	MAY L/D
	1003	54100		312032824	57.23	MAY L/D
	1026	54100		312032824	20.13	MAY L/D
	1046B	54100		312032824	3.13	MAY L/D
	2100	54100		312032824	2.09	MAY L/D
	2101	54100		312032824	17.75	MAY L/D
	2103	54100		312032824	8.35	MAY L/D
	2104	54100		312032824	51.23	MAY L/D
	2106	54100		312032824	38.87	MAY L/D
	2107	54100		312032824	44.42	MAY L/D
	2111	54100		312032824	2,386.24	MAY L/D
	2558	54100		312032824	25.82	MAY L/D
	2672	54100		312032824	75.16	MAY L/D
	2700	54100		312032824	34.86	MAY L/D
	2810	54100		312032824	9.40	MAY L/D
	2991	54100		312032824	39.46	MAY L/D
	3200	54100		312032824	3.13	MAY L/D
	3217	54100		312032824	54.30	MAY L/D
	3400	54100		312032824	3.13	MAY L/D
	3439	54100		312032824	67.27	MAY L/D
						VOID CHECK - CONTINUED

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 3
 ACCTPA51
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
013545	3440A	54100		312032824	40.68	MAY L/D
EMBARQ FLORIDA INC	3991	54100		312032824	12.53	MAY L/D
	3995	54100		312032824	243.04	MAY L/D CAC
	3998B	54100		312032824	134.45	MAY L/D
	4100	54100		312032824	3.13	MAY L/D
	4101	54100		312032824	81.61	MAY L/D
	4102	54100		312032824	80.18	MAY L/D
	4103	54100		312032824	2.09	MAY L/D
	4104	54100		312032824	24.02	MAY L/D
	4105	54100		312032824	23.15	MAY L/D
	4200	54100		312032824	11.48	MAY L/D
	4210	54100		312032824	29.34	MAY L/D
	4230	54100		312032824	3.13	MAY L/D
	4998	54100		312032824	12.13	MAY L/D
	5101	54100		312032824	26.59	MAY L/D
	5105	54100		312032824	96.64	MAY L/D
	5200	54100		312032824	3.13	MAY L/D
	5229	54100		312032824	24.09	MAY L/D
	5301	54100		312032824	11.43	MAY L/D
	5330	54100		312032824	15.37	MAY L/D
	5366	54100Z		312032824	9.22	MAY L/D
						VOID CHECK - CONTINUED
013545	6102	54100		312032824	32.44	MAY L/D
EMBARQ FLORIDA INC	6210	54100		312032824	32.14	MAY L/D
	6303	54100		312032824	10.97	MAY L/D
	6304	54100		312032824	5.22	MAY L/D
TOTAL CHECK					4,134.79	
000225	4102A	56301Z	181145	146802	99.45	PROF SVC THRU 1/28/23
CHASTAIN SKILLMAN INC					99.45	
TOTAL CHECK						
013314	2672	54400	230140	4151462554	32.45	UNIFORM RENTAL FOR 22 EMP
CINTAS CORPORATION	4101	54400	230137	4158407675	9.41	UNIFORM RENTAL SURVEY 10/
	6102	54400	230141	4159140567	9.16	UNIFORM RENTAL FOR 14 EMP
	6102	54400	230141	4159140576	21.32	UNIFORM RENTAL FOR 14 EMP
	4101	54400	230137	4159140607	9.41	UNIFORM RENTAL SURVEY 10/
	6105	54400	230142	4159140633	6.10	UNIFORM RENTAL FOR 2 EMPL
	2672	54400	230140	4159140640	32.62	UNIFORM RENTAL FOR 22 EMP
	4210	54400	230093	4159140857	113.60	JANITORIAL SUPPLIES AND
TOTAL CHECK					234.07	
14922	7989	53400	230402	80146	5,642.00	HELICOPTER SPRAYING OF CH
COASTAL AIR SERVICES INC					5,642.00	
TOTAL CHECK						

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 4
 ACCTPA51
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
22735	4104	54600	230016	619900	65.88	MISC. REPAIR PARTS
COLE AUTO SUPPLY INC	4102	54600	230016	620616	232.20	MISC. REPAIR PARTS
	4102	54600	230016	620642	1,016.88	MISC. REPAIR PARTS
	4102	54600	230016	620723	410.22	MISC. REPAIR PARTS
	4102	54600	230016	620724	462.96	MISC. REPAIR PARTS
	4102	54600	230016	620957	-114.22	MISC. REPAIR PARTS
	5105	54600	230016	620980	58.64	MISC. REPAIR PARTS
	5105	54600	230016	620983	86.60	MISC. REPAIR PARTS
	4102	54600	230016	620996	-269.46	MISC. REPAIR PARTS
	4102	54600	230016	621003	41.22	MISC. REPAIR PARTS
	4102	54600	230016	621099	8.22	MISC. REPAIR PARTS
	4102	54600	230016	621129	33.89	MISC. REPAIR PARTS
	5105	54600	230016	621199	13.60	MISC. REPAIR PARTS
	4102	54600	230016	621200	371.91	MISC. REPAIR PARTS
	4102	54600	230016	621218	164.16	MISC. REPAIR PARTS
	4102	54600	230016	621335	633.91	MISC. REPAIR PARTS
	4102	54600	230016	621338	23.05	MISC. REPAIR PARTS
	4102	54600	230016	621371	41.46	MISC. REPAIR PARTS
	4102	54600	230016	621372	81.19	MISC. REPAIR PARTS
	4102	54600	230016	621390	7.20	MISC. REPAIR PARTS
	4102	54600	230016	621411	12.48	MISC. REPAIR PARTS
						VOID CHECK - CONTINUED
22735	4102	54600	230016	621425	7.20	MISC. REPAIR PARTS
COLE AUTO SUPPLY INC	4102	54600	230016	621452	145.45	MISC. REPAIR PARTS
	4210	54600	230016	621778	5.61	MISC. REPAIR PARTS
	4102	54600	230016	621779	25.19	MISC. REPAIR PARTS
	4102	54600	230016	621781	15.22	MISC. REPAIR PARTS
	4104	54600	230016	621834	18.42	MISC. REPAIR PARTS
	005	141000	231256	621973	523.86	AIR FILTER FA-1923 NAPA 9
TOTAL CHECK					4,122.94	
25186	5301	53400	231255	547030	4,260.00	STR REPORT SUBSCRIPTION
COSTAR REALTY INFORMATION IN						
TOTAL CHECK					4,260.00	
004058	3107	53400		REIMBURSE	21,830.68	RESIDENT FLYER MAIL
CREATIVE PRINTING						
TOTAL CHECK					21,830.68	
21509	2672	54400		670108	39.00	RENTAL CUST#66101
DT WATER LLC						
TOTAL CHECK					39.00	
20345	4102	54600	230015	SO-010407	210.88	MISC. REPAIR PARTS
CWS FABRICATION & HYDRAULICS	4102	54600	230015	SO-010430	309.86	MISC. REPAIR PARTS
	4106	54600	230015	SO-010431	88.88	MISC. REPAIR PARTS
TOTAL CHECK					609.62	
25160	3995	58301Z	231228	S RATLIFF	1,900.00	33077 GRAND PRIX DR
ADONY DAOUT						
TOTAL CHECK					1,900.00	

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 5
 ACCTPA51
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
21470	005	202016		70128815	403.74	RET JUL VISION
HM LIFE INS	005	202017		70128815	5,672.48	BCC JUL VISION
	005	202017		70128816	108.18	SAA JUL VISION
TOTAL CHECK					6,184.40	
003513	4101	55200	231234	10679909062	4,847.90	(2) DELL PRECISION 5820 P
DELL MARKETING L P	4101	55200	231245	10679948704	2,471.16	(4) DELL OPTIPLEX SMALL F
	4105	55200	231245	10679948704	823.72	(4) DELL OPTIPLEX SMALL F
TOTAL CHECK					8,142.78	
22133	4210	54600	230364	141554	13,507.00	EXTENDED WARRANTY 5 YEARS
DJD EQUIPMENT HOLDINGS LLC	4210	56400	230364	141554	373,393.00	JOHN DEERE 750L LGP TYPE
TOTAL CHECK					386,900.00	
000475	6102	54300		910087931126	188.02	SVC: 5/12-6/13
DUKE ENERGY FLORIDA INC	4105	54300		910087933219	12.45	SVC: 5/12-6/13/23
	4105	54400		910087933219	21.28	SVC: 5/12-6/13/23
	3217	54300		910087933920	377.02	SVC: 4/22-5/22
	7978	54300		910087974797	631.02	SVC: 5/13-6/14/23
	7978	54400		910087974797	1,352.53	SVC: 5/13-6/14/23
	3217	54300		910088007157	234.54	SVC: 4/22-5/22
	5105	54300		910088007157	351.80	SVC: 4/22-5/22
	4105	54300		910088009026	167.16	SVC: 5/17/23-6/15/23
	6102	54300		910088010350	407.14	SVC: 5/6-6/7
	7970	54300		910088039759	360.81	SVC: 5/12-6/13/23
	7970	54400		910088039759	638.79	SVC: 5/12-6/13/23
	6102	54300		910088041315	134.82	SVC: 5/11-6/12
	4105	54300Z		910088071741	579.07	SVC: 5/11-6/12/23
	4105	54300		910088072346	59.04	SVC: 5/13-6/14/23
	3217	54300		910088072990	150.72	SVC: 4/25-5/23
	6105	54300		910088073470	2,359.87	SVC: 5/11-6/12
	4102	54300		910088104107	113.03	SVC: 5/10-6/9
	4102	54300		910088104420	210.15	SVC: 5/10-6/9
	5105	54300		910088105075	453.37	SVC: 4/27-5/25
	4210	54300		910088105778	97.59	SVC: 5/9-6/8/23
						VOID CHECK - CONTINUED

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 6
 ACCTPAS1
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
000475	4210	54300		910088106365	35.96	SVC:5/9-6/8/23
DUKE ENERGY FLORIDA INC	4102	54300		910088106836	504.65	SVC: 5/10-6/9
	3217	54300		910088135138	289.76	SVC:5/13-6/14/23
	5105	54300		910088135138	434.64	SVC:5/13-6/14/23
	2672	54300		910088135849	505.59	SVC: 5/10-6/9
	7984	54300		910088136626	55.79	SVC:5/12-6/13/23
	7984	54400		910088136626	97.84	SVC:5/12-6/13/23
	2672	54300		910088136931	180.78	SVC: 5/10-6/9
	4104	54300		910088137247	392.16	SVC: 5/10-6/9
	4104	54400		910088137247	144.44	SVC: 5/10-6/9
	4105	54300		910088137403	692.52	SVC:5/10-6/9/23
	6102	54300		910088137560	294.82	SVC: 5/10-6/9
	2672	54300		910088137700	2,568.33	SVC: 5/10-6/9
	4102	54300		910088137859	1,453.77	SVC: 5/10-6/9
	2672	54300		910088137990	3,756.38	SVC: 5/10-6/9
	2672	54300		910088163736	1,301.23	SVC: 5/18-6/19
	3217	54300		910088163736	828.06	SVC: 5/18-6/19
	5105	54300		910088163736	828.05	SVC: 5/18-6/19
	5105	54300		910088164282	589.02	5/19-6/20
	3217	54300		910088942272	252.58	SVC: 4/25-5/23
	6304	54300		910088959867	393.91	SVC: 5/10-6/9
						VOID CHECK - CONTINUED
000475	4104	54300		910088961085	208.66	SVC: 5/10-6/9
DUKE ENERGY FLORIDA INC						
TOTAL CHECK					24,709.16	
009748	4106	54600	230019	P0101045	83.12	MISC. REPAIR PARTS
EPB, INC	4106	54600	230019	P0101575	481.63	ESTIMATED SHIPPING/HANDLI
	4106	54600	230019	P0104442	47.50	MISC. REPAIR PARTS
	4106	54600	230019	P0107070	435.75	ESTIMATED SHIPPING/HANDLI
	4102	54600	230019	P0109117	104.33	ESTIMATED SHIPPING/HANDLI
	4210	54600	230058	P0109117	104.33	EQUIP REPAIRS
TOTAL CHECK					1,256.66	
003967	151	205100		00071481	35,947.13	REF PO# 220904
EXCAVATION POINT INC						
TOTAL CHECK					35,947.13	
508187	5229	54000		MILEAGE	17.36	VISITS: 6/22
SALLY FERNSEL						
TOTAL CHECK					17.36	
000477	3998B	54300		94670-03399	606.01	SVC: 5/23-6/22
FLORIDA POWER & LIGHT CO						
TOTAL CHECK					606.01	
002835	4102A	56301Z	231160	2023-60	9,004.50	BALLARD DR
FLORIDA SOD OF HIGHLANDS COU	4102A	56301Z	231161	2023-61	1,044.00	WEST BENCH RD
	4102A	56301Z	231162	2023-62	2,349.00	NORTH LONE BAY BLVD
TOTAL CHECK					12,397.50	
17626	4210	53434	230710	82721	1,421.98	SVC: 06/06/23
FLORIDA TRANSPORT SERVICES I						
TOTAL CHECK					1,421.98	

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 7
 ACCTPA51
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
L208521	005	208521			270.78	DED:219 GARN SETT
FMCC						
TOTAL CHECK					270.78	
25041	4102	55307	231022	993002	6,251.00	PIPE LUBE 8#
FOLEY PRODUCTS COMPANY LLC						
TOTAL CHECK					6,251.00	
24999	4102A	56301Z	230983	129515930	19,032.35	WATER QUALITY & DRAINAGE
GEOSYNTEC CONSULTANTS INC						
TOTAL CHECK					19,032.35	
000545	4105	54300		2792007	80.36	SVC:5/7-6/7/23
GLADES ELECTRIC COOPERATIVE	3998B	54300		2792020	585.36	SVC: 5/7-6/7
	4105	54400		2792050	38.97	SVC:5/7-6/7/23
	7972	54300		96	214.39	SVC:5/7-6/7/23
TOTAL CHECK					919.08	
14865	2672	54610	231164	2882-540725	5,557.62	INSTALL 3 TON COMFORTMAKE
GRIFFIN & KAMPMAN	2672	54610	231241	2882-541117	6,396.87	6/15/23 EMERG. REPL
TOTAL CHECK					11,954.49	
25179	5367	54942Z	231244	231244	1,950.00	KENDRIX-227 S ORANGE
H&M RENTAL HOUSING LLC						
TOTAL CHECK					1,950.00	
013424	5105	55200	230128	22402817	-307.28	MEDICAL SUPPLIES
HENRY SCHEIN	5105	55200	230128	39913017	349.20	MEDICAL SUPPLIES
	5105	55200	230128	41218295	2,449.20	BIO HOOP WITH HOOK
TOTAL CHECK					2,491.12	
508899	5229	54000		MILEAGE	51.74	VISITS: 6/12-6/14
KELLY HERNANDEZ	5229	54000		MILEAGE	40.56	VISITS: 6/15 & 6/23
	5229	54000		MILEAGE	6.11	VISIT: 6/15
TOTAL CHECK					98.41	
L208518	005	208518			1,300.00	DED:007A UNION FIRE
HIGHLANDS CO PROF EMS & FIRE						
TOTAL CHECK					1,300.00	
006773	5367	54911Z	221269	2ND DRAW	15,500.00	2300 HAMMOCK RD
HIGHLANDS COUNTY HOUSING AUT						
TOTAL CHECK					15,500.00	
006515	2107	54900		REIMBURSE	372.50	MAY 2023 FINGERPRINTS
HIGHLANDS COUNTY SHERIFFS OF						
TOTAL CHECK					372.50	
506140	3217	54000		TRAVEL	72.72	ORLANDO:6/14-6/16
BRETT HOGAN	5105	54000		TRAVEL	109.08	ORLANDO:6/14-6/16
TOTAL CHECK					181.80	

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 8
 ACCTPA51
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	PD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
23771 HUSTON MOTORS INC TOTAL CHECK	4102	54600	230445	7006186	114.40 114.40	MISC. REPAIR PARTS
24461 JNK AUTO SUPPLY INC TOTAL CHECK	4104	54600	230025	6527-474739	73.16 73.16	MISC. REPAIR PARTS MAINT.
23709 JEROME KASZUBOWSKI TOTAL CHECK	3995 4101	54600 55200		EL00002861 EL00002869	182.00 281.59 463.59	TROUBLESHOOT DOOR MONITOR-IT230019
20662 KIMBLEY-HORN AND ASSOCIATES I TOTAL CHECK	2700 2810 4102A 4501	53100Z 53100 56301Z 53100	230780 220728 230924 231198	140057021 24795154 25116641 25118303	3,920.00 1,642.50 29,309.50 4,000.00 38,872.00	SVC THROUGH 5/31/23 SVC THRU 4/30/2023 SVC THROUGH 5/31/23 SVCS THRU 5/31/23
505223 WILLIAM KINGSTON TOTAL CHECK	3217 5105	54000 54000		TRAVEL TRAVEL	72.72 109.08 181.80	ORLANDO:6/14-6/16 ORLANDO:6/14-6/16
24481 AGNES LASETCHUK POA TOTAL CHECK	005	115120		EMS REFUND	75.00 75.00	OVERPAYMENT
23591 LIFE-ASSIST INC TOTAL CHECK	5105	55200	230130	1334713	843.34 843.34	MEDICAL SUPPLIES
25182 MEZZETTI & SALAZAR HOLDINGS TOTAL CHECK	5367	54942Z	231246	231246	3,400.00 3,400.00	4521 LEUCANENDRA-SEYM
20704 MICROSOFT CORPORATION TOTAL CHECK	4101 4501	55230 55230	231202 231202	8242078849 8242078849	3,173.08 1,586.54 4,759.62	COMM COMPLETE FOR BUS 3YR COMM COMPLETE FOR BUS 3YR
21571 MONRO MUFFLER BRAKE INC TOTAL CHECK	005	141000	231215	137811	8,271.00 8,271.00	425/65R22.5 ARMOR MAX MSA
004703 GARY MONTSDEOCA MD PA TOTAL CHECK	3217 5105	53100 53100	230241 230241	86 86	1,000.00 1,500.00 2,500.00	JUNE 2023 SVC JUNE 2023 SVC
25192 ELSA MORALES TOTAL CHECK	128	220000		REFUND	150.00 150.00	SNL COMM BLDG
012061 MSC INDUSTRIAL DIRECT CO INC TOTAL CHECK	005	141000	231214	C48077997	922.22 922.22	FLAG, TRANSPORT ORANGE 18

SUNGARD PENTAMATION

DATE: 06/26/2023

TIME: 15:26:55

SELECTION CRITERIA: ALL

HIGHLANDS BOCC

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 9

ACCTPA51

ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
24435	4210	54400	231025	33005751	8,987.75	LOANER TANA 555 COMPACTOR
NATIONAL EQUIPMENT DEALERS L						
TOTAL CHECK					8,987.75	
007707	4102A	56301Z	230760	374178277	580.00	8X8X8 WALL W/TOP SLAB AND
OLDCASTLE PRECAST INC						
TOTAL CHECK					580.00	
24251	3217	54600	230071	2299	1,815.00	ESTIMATED SHIPPING/HANDLI
ON SCENE REPAIRS & MAINTENAN	3217	54600	230071	2300	471.80	ESTIMATED SHIPPING/HANDLI
	3217	54600	230071	2301	612.48	ESTIMATED SHIPPING/HANDLI
TOTAL CHECK					2,899.28	
507940	4104	55403		RECERTIFICAT	193.00	ATTENDANCE:4/18/23
LEROY OWENS						
TOTAL CHECK					193.00	
008782	005	141000	231217	1998588	18,915.17	FUEL, DIESEL DYED ULTRA L
PALMDALE OIL CO	005	141000	231226	1999562	7,882.24	FUEL, UNLEADED / REGULAR
	005	141000	231226	1999563	11,872.69	FUEL, DIESEL DYED ULTRA L
TOTAL CHECK					38,670.10	
24679	5367	54942Z	231266	M WOODS	1,477.74	110 SHANNON WAY
PARK CREST OF SEBRING LLC						
TOTAL CHECK					1,477.74	
508895	5229	54000		MILEAGE	62.14	VISITS: 6/15-6/19
MINDY PARKER						
TOTAL CHECK					62.14	
24771	4104	54600	230356	1451	294.17	WELDING SUPPLIES AS NEEDED
PATRIOT WELDING SUPPLY						
TOTAL CHECK					294.17	
23262	2111	53100		123806	4,000.00	SVCS NOV 22-JAN 23
PFM FINANCIAL ADVISORS LLC						
TOTAL CHECK					4,000.00	
22026	3996	53400Z	221403	6022004-19	42,276.24	DEBRIS:12/8/22-1/18/2
PHILLIPS AND JORDAN INCORPOR						
TOTAL CHECK					42,276.24	
25194	5367	54942Z	231268	J DAVIES	3,800.00	508 W LACEY ST
LISA POUGH						
TOTAL CHECK					3,800.00	
19570	3217	54300	230136	89094W437	99.72	SVC: 7/01/23-7/31/23
PROGRESSIVE WASTE SOLUTIONS	5105	54300	230136	89094W437	149.59	SVC: 7/01/23-7/31/23
	3217	54300	230135	89103W437	120.94	SVC: 7/01/23-7/31/23
	3217	53400	230134	89114W437	48.38	SVC: 7/01/23-7/31/23
	5105	53400	230134	89114W437	72.56	SVC: 7/01/23-7/31/23
	3217	54300	230133	89139W437	48.38	SVC: 7/01/23-7/31/23
	5105	54300	230133	89139W437	72.56	SVC: 7/01/23-7/31/23
TOTAL CHECK					612.13	

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 10
 ACCTPA51
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
17471	005	141000	231134	813735	5,846.40	RODEO / AQUANEAT/ CINCO (
RED RIVER SPECIALTIES INC	005	141000	231126	814460	4,226.40	2-4-D DIMETHYLAMINE / WEB
TOTAL CHECK					10,072.80	
012265	4102	54600	230069	15PC8802943	918.20	SERVICE CALLS AS NEEDED
RING POWER CORPORATION	4102	54600	230069	15PC8806865	776.92	ESTIMATED SHIPPING/HANDLI
	4210	54600	230069	15PC8820212	437.16	SERVICE CALLS AS NEEDED
	005	141000	231259	15PC8826406	1,662.04	AC FILTER 290-2288
TOTAL CHECK					3,794.32	
19261	4102	54600	230070	3032925885	84.90	SERVICE REPAIRS AS NEEDED
RUSH TRUCK CENTERS OF FL INC	4102	54600	230070	3032993535	562.48	SERVICE REPAIRS AS NEEDED
TOTAL CHECK					647.38	
003267	4104	54400	230073	92038104	760.33	PARTS WASHER RENTALS
SAFETY KLEEN SYSTEMS INC					760.33	
TOTAL CHECK						
001677	5221	53400		23-061-B	788.27	CREM:J ROMINE
SCOTT FUNERAL HOME					788.27	
TOTAL CHECK						
25190	4102	54600		NEW TIRE	216.86	DOL: 6/12/23
RYAN SHAFFER					216.86	
TOTAL CHECK						
004920	7989	53400	230560	23-0723	470.00	SAMPLE DATE: 3/10/23
SHORT ENVIRONMENTAL LAB					470.00	
TOTAL CHECK						
007395	4102	55300	230702	142482	428.82	SUPPLIES AS NEEDED
SOMERS IRRIGATION INC					428.82	
TOTAL CHECK						
L208501	005	208501			1,626.91	DED:002 SUPPORT
STATE DISBURSEMENT UNIT					1,626.91	
TOTAL CHECK						
24738	3217	53400	230388	659629	250.00	FIRE EXTINGUISHER/GUARDIA
SUMMIT FIRE & SECURITY LLC	5105	53400	230388	659629	250.00	FIRE EXTINGUISHER/GUARDIA
TOTAL CHECK					500.00	
004440	2111	58102Z		1-04112023	38,000.00	LIFT STATION MONITORS
SUN N LK OF SEB IMPROVEMENT	2111	58102Z		1276	4,985.00	FLUSH VALVES
	2111	58102Z		1350	17,693.00	CL2 SOLUTIONS
	2111	58102Z		933384	17,812.47	CL2 ANALYZER
TOTAL CHECK					78,490.47	
25191	005	115120		EMS REFUND	89.05	OVERPAYMENT
KATALIN E TANACS					89.05	
TOTAL CHECK						

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 11
 ACCTPAS1
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
006172	9990	59710		22568	225.00	REF PO# 231070
TARPS ETC	005	141000	231070	22568	2,382.00	TARP 7'6" X 16' DONOVAN
TOTAL CHECK					2,607.00	
22304	3217	54300		221003123272	16.77	5/16-6/12
TECO	5105	54300		221003123272	25.16	5/16-6/12
TOTAL CHECK					41.93	
002087	3217	56400	231208	1310019394	5,591.20	ESTIMATED SHIPPING/HANDLI
TEN-8 FIRE EQUIPMENT INC	5105	56400	231208	1310019394	3,727.47	ESTIMATED SHIPPING/HANDLI
TOTAL CHECK					9,318.67	
000519	6211	54300		1753	168.89	SVC: 5/16-6/15
TOWN OF LAKE PLACID	2672	54300		765	22.28	SVC: 5/16-6/15
	3217	54300		8134	14.00	SVC: 5/16-6/15
	5105	54300		8134	21.00	SVC: 5/16-6/15
TOTAL CHECK					226.17	
001300	4210	54600	230110	103667	21.76	MISC. REPAIR PARTS
TRIANGLE IRON WORKS INC	4210	54600	230110	104207	5.98	MISC. REPAIR PARTS
	4102	54600	230110	104231	25.25	MISC. REPAIR PARTS
	4102	54600	230110	104408	29.14	MISC. REPAIR PARTS
	4102	54600	230110	104499	21.96	MISC. REPAIR PARTS
	4105	55200	230138	105117	12.88	MISC HARDWARE ANNUAL PO -
	4104	54600	230110	105236	7.59	MISC. REPAIR PARTS
	4102	54600	230110	105455	71.98	MISC. REPAIR PARTS
TOTAL CHECK					196.54	
L229901	005	229901			270.41	DED:101 UNITED WAY
UNITED WAY OF CENTRAL FLORID					270.41	
TOTAL CHECK						
23851	2111	54100	230202	593215	208.86	SVC: 6/12/23-6/18/23
USIC HOLDINGS INC					208.86	
TOTAL CHECK						
508905	5229	54000		MILEAGE	22.75	VISITS: 6/19-6/20
SANDRA VALDEZ-LOPEZ					22.75	
TOTAL CHECK						

SUNGARD PENTAMATION
 DATE: 06/26/2023
 TIME: 15:26:55
 SELECTION CRITERIA: ALL

HIGHLANDS BOCC
 CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 12
 ACCTPA51
 ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	PD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
013593	4210	54100		9936882429	4.28	AIR CARDS: MAY
VERIZON WIRELESS	2100	54100		9937011068	15.81	MIFI SVC
	2104	54100		9937011068	116.08	CELL/MIFI SVC
	2106	54100		9937011068	15.81	MIFI SVC
	2107	54100		9937011068	15.81	MIFI SVC
	2108	54100		9937011068	40.27	CELL SVC
	2558	54100		9937011068	15.82	MIFI SVC
	2672	54100		9937011068	236.27	CELL/MIFI SVC
	2810	54100		9937011068	40.27	CELL SVC
	3215	54100		9937011068	76.34	CELL/MIFI SVC
	3217	54100		9937011068	611.96	CELL/MIFI SVC
	3440A	54100		9937011068	574.39	CELL/MIFI SVC
	3991	54100		9937011068	191.89	CELL/MIFI SVC
	4100	54100		9937011068	76.34	CELL SVC
	4101	54100		9937011068	580.47	CELL SVC
	4102	54100		9937011068	583.05	CELL/MIFI SVC
	4103	54100		9937011068	40.27	CELL SVC
	4104	54100		9937011068	36.11	MIFI SVC
	4105	54100		9937011068	112.11	CELL SVC
	4200	54100		9937011068	76.34	CELL/MIFI SVC
	4210	54100		9937011068	72.14	MIFI SVC
						VOID CHECK - CONTINUED
013593	4210	54100		9937011068	40.37	CELL SVC
VERIZON WIRELESS	4230	54100		9937011068	36.07	MIFI SVC
	4500	54100		9937011068	76.34	CELL SVC
	4501	54100		9937011068	72.20	MIFI SVC
	5105	54100		9937011068	432.66	CELL/MIFI SVC
	5200	54100		9937011068	36.07	CELL SVC
	5229	54100		9937011068	197.15	CELL SVC
	6102	54100		9937011068	40.27	CELL SVC
	6303	54100		9937011068	80.54	CELL SVC
TOTAL CHECK					4,543.50	
25148	5367	54942Z	231258	K MELZARK	1,500.00	918 S VERONA AVE AP
VERONA ON AVON						
TOTAL CHECK					1,500.00	
003694	4102	55200	230037	211335/2	58.78	MACHETE
W & W LUMBER OF LAKE PLACID						
TOTAL CHECK					58.78	
013421	4102	55200	230036	43832/3	49.62	SEBRING
W & W LUMBER SEBRING						
TOTAL CHECK					49.62	
L208520	005	208520			86.31	DED:0203 WISCONSIN
WI SCTF						
TOTAL CHECK					86.31	
19814	4210	54600	231242	401260131	280.90	CUST#00007086-GOODWIN
XYLEM DEWATERING SOLUTIONS I						
TOTAL CHECK					280.90	
TOTAL CASHABLE CHECKS					910,729.67	

SUNGARD PENTAMATION

DATE: 06/26/2023

TIME: 15:26:55

SELECTION CRITERIA: ALL

HIGHLANDS BOCC

CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 13

ACCTPA51

ACCOUNTING PERIOD: 9/23

PAYMENT TYPE: CHECKS ONLY

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
--------	--------------	---------	-------------	---------	--------	-------------

TOTAL EFT VOUCHERS

.00

TOTAL REPORT

910,729.67

TOTAL NUMBER OF CHECKS TO BE ISSUED - 103

TOTAL NUMBER OF EFT VOUCHERS TO BE ISSUED - 0

SUNGARD PENTAMATION
DATE: 06/26/2023
TIME: 15:26:55
SELECTION CRITERIA: ALL

HIGHLANDS BOCC
CASH REQUIREMENTS - CHECK FORMAT - DUE DATE: 06/27/2023

PAGE NUMBER: 14
ACCTPA51
ACCOUNTING PERIOD: 9/23

PAYMENTS PENDING A/P APPROVAL

VENDOR	FD/COST CNTR	ACCOUNT	ENCUMBRANCE	INVOICE	AMOUNT	DESCRIPTION
TOTAL PENDING A/P APPROVAL					0.00	

BOCC Financial Support Report

DATE	COMPANY	PURPOSE	WIRES/ACH
6/22/2023	P&A	CLAIMS	\$ 2,467.70
6/23/2023	CIGNA	CLAIMS	\$ 139,692.06
TOTAL	0		\$ 142,159.76