HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, August 5, 2025
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

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

   Please silence all cell phones and devices.

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ANNOUNCEMENTS**

   A Special Meeting of the Highlands County Board of County Commissioners will be held for the purpose of holding a Workshop for the review and discussion of draft amendments to the Highlands County Comprehensive Plan, as part of the Evaluation and Appraisal Report (EAR) amendment process, pertaining to Recreation & Open Space, Capital Improvements, and Public School Facilities, at 10:00 a.m., or as soon thereafter as possible, on Tuesday, August 5, 2025, in the Board Room, 600 S. Commerce Ave., Sebring, FL

   The Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, August 5, 2025, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

   A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, August 12, 2025, in the Board Room, 600 S. Commerce Ave., Sebring, FL

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

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

   6.A *Highlands County and Highlands County Economic Development Strategic Plan Presentation.*
   Meghan DiGiacomo, VisionFirst Advisors Senior Consultant & Griff Salmon VisionFirst Principal
   There is no fiscal impact.
   HighlandsFL Final Presentation 08.05.25.pdf
   Presentation on Strategic Planning.1.pdf

6.B *Florida Waste Solutions Activity Update*
Shawn McDowell, Florida Waste Solutions Laurie A. Hurner, County Administrator
No Fiscal Impact

7. CONSENT AGENDA

7.A *Request acceptance of the 2025-2026 Emergency Management Preparedness Assistance Grant (EMPA).*
Corey Amundsen, Division Chief
The fiscal impact will be an increase to Fund 005 (General) in the amount of $105,806 and is used to supplement cost center 3991 (Local Emergency Mgmt).
Statement of Issue.pdf
Highlands County FY25 A0554 Agreement.pdf

7.B *Request acceptance of the 2025-2026 Hazard Analysis Grant.*
Corey Amundsen, Division Chief
The fiscal impact will be an increase to Fund 005 (General) in the amount of $1,953.73 and is used to supplement cost center 3991 (Local Emergency Mgmt).
Statement of Issue.pdf
T0425 Highlands County 25-26 HA Agreement.pdf

7.C *Request approval of Budget Amendment 24-25-096 for additional funding for the EOC Warehouse building.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is $60,000 from Fund 151 (Infrastructure Surtax) cost center 9990B (Budgetary Expenditures AC/151), account 59900 (Reserve for Contingency) to Project 23085 (EOC Warehouse Building), cost center 3991A (Emergency Management), account 56200Z (Project Buildings).
24-25-096 Proj 23085 EOC Warehouse Bldg Add'l Funding (BA).pdf
Statement of Issue.pdf
24-25-096 Proj 23085 EOC Warehouse Bldg Add'l Funding (Reserve).pdf

7.D *Request adoption of Resolution 24-25-128 for Budget Amendment 24-25-098 for the Emergency Management Preparedness Assistance grant (EMPA).*
Corey Amundsen, Division Chief
The fiscal impact will be an increase to Fund 005 (General) in the amount of $105,806 from the EMPA grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).
24-25-098R Proj 24052 EMPA Grant FY25-26 (Resolution).pdf
24-25-098 Proj 24052 EMPA Grant FY25-26 (BA).pdf
Statement of Issue.pdf

7.E *Request adoption of Resolution 24-25-127 for Budget Amendment 24-25-097 for the 2025-2026 Hazard Analysis Grant (HA Grant).*
Corey Amundsen, Division Chief
The fiscal impact will be an increase to Fund 005 (General) in the amount of $1,953.73 from the Hazard Analysis grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).
Statement of Issue.pdf

24-25-097R Proj 24051 Hazard Analysis Grant 25-26 (Resolution).pdf
24-25-097 Proj 24051 Hazard Analysis Grant 25-26 (BA).pdf

7.F *Request adoption of Resolution 24-25-131 for the Local Mitigation Strategy Plan 5-year update.*
Corey Amundsen, Division Chief
No fiscal impact.
STATEMENT OF ISSUE - LMS Plan.pdf
FDEM Approval Letter LMS Plan 2025.pdf
Resolution adoption of local mitigation strategy.SGS.pdf

7.G *Request to approve the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) Amendment 3 for the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.*
Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater
No fiscal impact since the Amendment #2 only reassigns the oversight and management of the Loan.
Highlands County WW280230 A3.pdf
1354-2024 Statement of Issue.pdf

7.H *Request approval of the agreement with Florida Office of the State Courts Administrator and Highlands County.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact is an increase to Fund 005 (General), Cost Center 1031 (State Court Facilities), Account 3348900Z (Project Other Court Related Grant), Project 22044 (Courthouse Facade) in the amount of $285,331.42.
Statement of Issue 8-5-25 Meeting.pdf
OSCA Reimbursement Agreement.pdf

7.I *Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 25-26 and accompanying Resolution 24-25-133.*
JD Langford, P.E., Assistant County Administrator / Acting County Engineer
Upon approval of the agreement, the County will receive $262,656.95 in Fund 110 (Transportation Trust) as compensation for maintaining streetlights for the State Highways for the FDOT Fiscal Year 25/26 which will be budgeted in the FY 25/26 budget.
ASH11 Highlands Lighting WO and Exhibit A 2526.pdf
Agenda Item Statement of Issue - Board Meeting 5-20-25 Exhibit A- FY 25-26 Highwy Lighting.pdf
Res. 24-25-133 .FDOT Project 412579-1-78-02 FY 25-26.pdf

7.J *Request adoption of Resolution 24-25-135 for Budget Amendment 24-25-100 to reverse a portion of encumbrances that rolled from FY 23/24 into FY 24/25.*
David Nitz, OMB Manager
The fiscal impact will be a decrease to the overall budget in the amount of $267,179.43 by reversing a portion of encumbrances that rolled forward from FY 23/24 into FY 24/25. The following funds decreased, and amounts are as follows: Fund 005 General ($47,982.43), Fund 110 Transportation Trust ($39,156.00), Fund

152 Tourist Development Trust ($30,587.20), Fund 181 Fire Assessment ($249.26), and Fund 401 Solid Waste ($149,204.54).
Reg.-1357-2024 Statement of Issue_Encumbrances Roll Adjustments.pdf
24-25-100 Encumbrances Roll Adjustments - Non Projects (BA).pdf
24-25-100R Encumbrance Roll Adjustments - Non Projects (Resolution).pdf

7.K *Request approval of the Ridge to River Phase 2 technical assistance letter.*
Dawn Ritter, Natural Resources Manager
No fiscal impact
Ridge to River Phase 2-Letter.pdf
Statement_of_Issue-Ridge_to_River_Phase_2_Technical_Letter.docx

7.L *Request adoption of Resolution 24-25-136 for Budget Amendment 24-25-101 to appropriate Insurance Proceeds.*
Brandon Gunn, Parks & Facilities Management Director
The fiscal impact is a increase to Fund 151 (Infrastructure Surtax), 3694010 (Insurance Proceeds) in the amount of $38,501. Proceeds are being appropriated to cost center 6102A (Parks Department), account 56400 (Machinery & Equipment).
24-25-101 Ins. Proceeds_PR137 Backhoe (BA).pdf
24-25-101R Ins. Proceeds_PR137 Backhoe (Resolution).pdf
Reg.-1359-2024_Stmt_of_Issue_-_Parks_Dept_Ins._Proceeds.pdf

7.M *Request Chair's signature for Agreement No. DMS-P1-25-07-05 to fund Public Safety Answering Point (PSAP) Upgrades.*
Paul Blackman, Sheriff
There is no fiscal impact.
Reg.-1363-2024 Stmt of Issue_Sheriff Agreement No. DMS-P1-25-07-05 .pdf
FY25-26 PSAP Agreement DMS-P1-25-07-05 Highlands County (Sheriff).pdf

7.N *Request approval of Budget Amendment 24-25-102 within Fund 110 (Transportation Trust Fund), Cost Center 9990A (Budget Expenditures AC/110), Account 59900 (Reserve for Contingency) to Cost Center 4105 (Traffic Operations) Account 56400 (Machinery & Equipment) for the purchase of a replacement traffic signal cabinet.*
Uladzislau â€œVladâ€ Bilukha, P.E., Assistant County Engineer - Transportation
There is no fiscal impact to the overall budget as the funds were budgeted in the FY 24-25 Adopted Budget within Fund 110 (Transportation Trust Fund) Cost Center 9990A (Budget Expenditure AC/110), Account 59900 (Reserve for Contingency) to Cost Center 4105 (Traffic Operations), Account 56400 (Machinery & Equipment) in the amount of $40,000. This Budget Amendment is simply reallocating the budgeted funds to the proper account within the Transportation Trust Fund.
STATEMENT OF ISSUE 1369-2024.pdf
24-25-102 4105 Traffic Ops Add'l Funding (BA).pdf
24-25-102 Traffic Ops Signal Cabinet Replacement (Reserve).pdf

7.O *Request approval of Budget Amendment 24-25-103 within Fund 110 (Transportation Trust Fund), Cost Center 4100 (County Engineer), Account 51200 (Regular Salaries & Wages) to Account 54900 (Other Charges & Obligations) for the recruitment of a County Engineer.*
JD Langford, P.E., Assistant County Administrator/Acting County Engineer

There is no fiscal impact to the overall budget as the funds were budgeted within the FY 24-25 Budget within Cost Center 4100 (County Engineer) and Cost Center 4100, (Engineering Services) Account 51200 (Regular Salaries & Wages) in the amount of $20,000. This Budget Amendment is simply reallocating the budgeted funds to the proper account.
Statement of Issue 1370-2024.pdf
24-25-103 Realign Funds to cover Strategic Government PO 251111.pdf

7.P *Request Approval of Interlocal Agreement between Highlands County and the Tenth Judicial Circuit Court of Florida*
Sherry G. Sutphen, County Attorney
There is no fiscal impact. The Agreement governs the use of existing budgeted funds for court-related expenditures in accordance with Florida law.
Interlocal Agreement-Highlands.pdf
Interlocal 10th Judicial 2025 Cover Memo.docx

7.Q *Merchant McIntyre Associates, LLC Review of Partnership Successes and 2025-2026 Planning*
Laurie A. Hurner, County Administrator
The fiscal impact of $90,000 in Fund 005 (General) is budgeted in Cost Center 2111 Central Services, Account 53100 Professional Services.
mm 220252026 stmt of issue.pdf
Highlands-MM Planning Memo 2025-2026.pdf
HighlandsCo-MM.ServiceAgreement.(2025.07.31) (002)Rev.pdf

7.R *Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the Quarter ended March 31, 2025.*
Highlands County Clerk of Courts' Accounting Manager Jackie Gabrus, CGFM
No fiscal impact.
FY 2025 Court-Related and Other Misc Funds Memo Mar 2025.pdf

7.S *Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended June 30, 2025.*
Highlands County Clerk of Courts' Accounting Manager Jackie Gabrus, CGFM
No fiscal impact.
FY 2025 Court-Related and Other Misc Funds Memo Jun 2025.pdf

8. PUBLIC COMMENT

9. COMMITTEE ASSIGNMENTS:

10. PUBLIC HEARING

10.A *Public hearing to approve Resolution 24-25-141 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.*
Tanya Cannady, Business Service Director Kelly Duppenthaler, Fire Chief
There is no fiscal impact to the fire assessment fund 181 as this does not affect the

total budget.
Fire Assessment Nursing Homes 2025.pdf
Fire Assessment Wholly Exempt non churches 2025.pdf
Wholly Exempt - Church.pdf
Final Fire Tear Sheet - Affidavit.pdf
Resolution 24-25-141 FINAL Fire Assessment.25-26.SGS.pdf
Statement of Issue.pdf

11. ACTION AGENDA

11.A *Request approval of resolution No. 24-25-132 sunsetting the Industrial Development Authority.*
Sherry Sutphen, County Attorney
The fiscal impact would be staff time to complete any necessary revisions and publications fees.
Resolution.Disolution IDA.sgs.pdf
IDA Statement of issue final.pdf

11.B *Request approval of resolution number 24-25-129 creating the Economic Development Council*
Sherry, Sutphen County Attorney
No fiscal impact.
Statement of Issue.pdf
Resolution EDC GR.SGS.docx

11.C
Statement of Legislative Intent seeking direction from the Board to draft revisions to the Highlands County Code of Ordinances, Chapter 5.6 – Nuisances, to establish a public nuisance abatement process for properties involved in chronic unlawful or dangerous activities.

Sherry G. Sutphen, County Attorney
The fiscal impact would consist of staff and legal time to research and develop the ordinance. Future fiscal implications may include administrative costs related to enforcement and hearings, which could be offset by fines or abatement cost recovery.
Statement of Leg Intent Nuisance chronic unlawful or dangerous activities (2025.07.17).docx

11.D
Statement of Legislative Intent seeking direction from the Board regarding consideration of an Ordinance that establishes licensing requirements for hobby breeders.

Sherry G. Sutphen, County Attorney
The fiscal impact would be staff and legal time to complete any necessary steps to research and develop an ordinance.
SOLI Licensed Breeder.sgs.pdf

11.E *Request adoption of Resolution 24-25-130 for Budget Amendment 24-25-099 to*

correct the budget for the Infrastructure Surtax Series 2025 Loan Proceeds.
David Nitz, OMB Mananger
The fiscal impact is a net decrease to Fund 350 (HCISSR LTD Capital) in the amount of $8,177,000. Loan proceeds are being appropriated in cost center 2680G (HCISSR LTD Capital 2025), account 56200Z (Project Buildings), Project 21064 (County Jail Facility Expansion) in the amount of $7,000,000; $4,925,000 in account 56200 (Buildings), and $75,000 in account 53100Z (Professional Svcs), Project 21064.
24-25-099 Revise HCISSR LTD Capital Series 2025 Note (BA).pdf
24-25-099R Revise HCISSR LTD Capital Series 2025 Note (Resolution).pdf
Reg.-1349-2024 Statement of Issue_HCISSR LTD Capital Series 2025 Note.pdf

11.F *Request Adoption of Resolution No. 24-25-138 Restricting Large Vehicle Traffic on SR 66 & US 27 at Sparta Road.*
James D. Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no Fiscal Impact. FDOT will be placing the signs in their Right-of-way.
Agenda Item Memo - Statement of Issue___ Sparta Rd No Truck Sign.pdf
Resolution_24.25.138 Sparta Road.66 and 27 NO TRUCKS.SGS.pdf
Sparta Road No Trucks map.pdf

11.G *Request Adoption of Resolution No. 24-25-137 Restricting Large Vehicle Traffic on SR 66 at CR 635.*
James D. Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no Fiscal Impact. FDOT will be placing the signs in their Right-of-way.
Resolution_24.25.137 County Road 635.NO TRUCKS.SGS.pdf
635 No Trucks map.pdf
Agenda Item Memo - Statement of Issue CR 635 No Truck Sign.pdf

11.H *Request Adoption of Resolution No. 24-25-139 Restricting Large Vehicle Traffic on US 27 at Sparrow Avenue.*
James D. Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no Fiscal Impact. FDOT will be placing the signs in their Right-of-way.
Agenda Item Memo - Statement of Issue Sparrow Ave No Truck Sign.pdf
Resolution_24.25.139 Sparrow Avenue.27 NO TRUCKS.SGS.pdf
Sparrow Ave No Truck.pdf

11.I *Request adoption of Resolution 24-25-142 , authorizing the County Administrator to apply for Rural Infrastructure Fund grants.*
Laurie Hurner, County Administrator
There is no fiscal impact at this time.
Statement of Issue.docx
Resolution Rural Infrastructure Fund Grants 24-25-142.SGS.docx

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *Submission of a 2026 policy proposal to the Florida Association of Counties recommending an amendment to Florida Statue 162.06 (1)(b) removing the requirement for a person who reports a potential violation of a code or an ordinance to provide his or her name and address to the respective local government before an enforcement proceeding may occur.*
Laurie Hurner, County Administrator Leah Sauls, Development Services Director

There is no fiscal impact at this time.
2026 FAC Policy Proposal - Code Enforcement.v2.pdf

12.B *County Attorney Status Report as of July 29, 2025.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Log (as of 7.30.25).pdf

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

13. WORKSHOP

13.A *Workshop to discuss the proposed FY25-26 Budget*
County Administrator Laurie Hurner
No fiscal impact at this time.
PROPOSED 25-26 Budget_8-5-25 Board Workshop.pdf
Budget Worshop Summaries Rev Binder.pdf
Ad Valorem Adopted_Actual - 10 Year.pdf

14. COMMISSIONERS

15. INFORMATIONAL

15.A *Notice of Board Workshop held to review and discuss draft amendments to the Highlands County Comprehensive Plan.*
Cyndie Kramer, Planning & Zoning Manager
There is no fiscal impact.
Statement of Issue June 17 Workshop Notice.pdf

15.B *Board payables from August 5, 2025, through August 14, 2025*

15.C *UF/IFAS Extension Highlands County Barn Manual*
Laurie A Hurner, County Administrator
No Fiscal Impact
Barn Manual 25-26..PDF.pdf
4H Barn 220252026 stmt of issue.pdf

16. ADJOURN

ADJOURN

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

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

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

A person desiring to provide public comment related to an item on the Consent Agenda of this
meeting, must fill out a Speaker Card and submit the same to the County Administrator or Chairperson by 8:50 a.m. All Speaker Cards received after 8:50am, will be called during the regular Public Comment.
No person will be permitted to speak at the time of the Consent Agenda if a Speaker Card has not been timely submitted.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Meghan DiGiacomo, VisionFirst Advisors Senior Consultant & Griff Salmon VisionFirst Principal**

SUBJECT/TITLE: **Highlands County and Highlands County Economic Development Strategic Plan Presentation.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

No action required.

FISCAL IMPACT

There is no fiscal impact.

Attachments: HighlandsFL Final Presentation 08.05.25.pdf
Attachments: Presentation on Strategic Planning.1.pdf

HIGHLANDS COUNTY STRATEGIC PLANS



- HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
- HIGHLANDS COUNTY ECONOMIC DEVELOPMENT

PREPARED BY:
VISIONFIRST ADVISORS

VisionFirst Advisors
STRATEGY | ACTION | RESULTS

YOUR TEAM.

VisionFirst Advisors
STRATEGY | ACTION | RESULTS


Gray Swoope
PRESIDENT & CEO


Griff Salmon
PRINCIPAL


Minah Hall
PRINCIPAL


Nancy Blum
MANAGING DIRECTOR


Greg Word
MANAGING DIRECTOR


Jennifer Carroll
MANAGING DIRECTOR


Kathy Gelston
FINANCIAL ANALYST


Brenda Lathan
SENIOR CONSULTANT


Meghan DiGiacomo
SENIOR CONSULTANT


Lesley Hatfield
CONSULTANT


Heather Dollar
ADMINISTRATION

VisionFirstAdvisors.com

OUR WORK.

VisionFirst Advisors
STRATEGY | ACTION | RESULTS

6
OFFICE LOCATIONS:
TALLAHASSEE +
ORLANDO (FL), JACKSON (MS),
GREENVILLE (SC),
CHICAGO (IL), DALLAS (TX)

3
AREAS OF FOCUS:
LOCATION ADVISORY,
TALENT, STRATEGY

50
STATES REPRESENTED IN OUR PORTFOLIO

29
FORTUNE 500 CLIENTS

$64B
ANNOUNCED PROJECT CAPEX

14,100
ANNOUNCED JOBS

VisionFirstAdvisors.com

PROJECT APPROACH.



BUILD CONSENSUS

Kick-off planning session with staff about the goals of the project

CONDUCT RESEARCH & ECONOMIC ANALYSIS

County benchmark data, demographic & economic assessments

ENGAGEMENT

Conducted two days of in-person interviews with staff, community leaders, and stakeholders and developed an online resident survey.

REVIEW & ASSIMILATE

Assimilate and review, host staff conversations, analyze trends & research

DEVELOP GOALS & STRATEGIES

Develop strategy recommendations and key performance measures

PRESENT

Present final plan

ENGAGEMENT + RESEARCH.

230

TOTAL SURVEY RESPONDENTS

20+

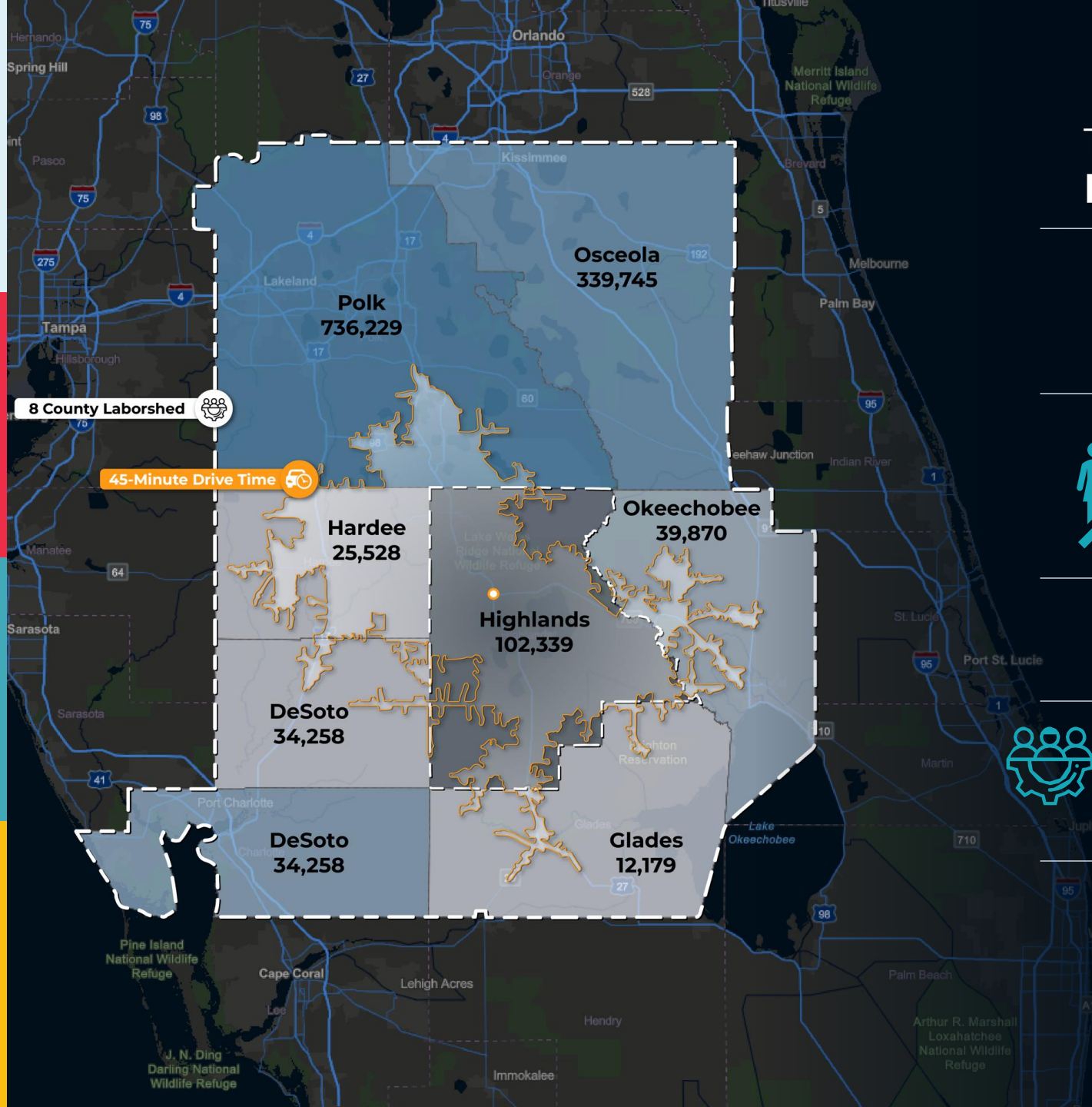
STAKEHOLDER INTERVIEWS CONDUCTED

40+

DATA POINTS ANALYZED

STAKEHOLDER THEMES | WHAT YOU SAID

- Strengthen alignment between the county and municipalities (Sebring, Avon Park, Lake Placid) to advance shared economic development goals
- Diversify the local economy by expanding agriculture-related enterprises and pursuing growth in manufacturing, logistics, and healthcare
- Expand tourism and recreation offerings beyond sports to include trails, lakes, parks, and outdoor experiences
- Promote Highlands County's identity and vision, particularly as surrounding counties to the north experience growth
- Invest in infrastructure upgrades including roads, public transit, and community spaces
- Attract higher-wage industries and support the revitalization of downtown areas
- Support small businesses and expand access to workforce training and upskilling opportunities
- Improve access to quality healthcare and strengthen the local education system
- Increase access to cultural, recreational, and family-friendly amenities that enhance quality of life



THE LABORSHED IS HOME TO **MORE THAN 1.5M RESIDENTS**

THE LABORSHED HAS **219.4 PEOPLE PER SQUARE MILE**

REFLECTING A RURAL SETTING FOR POTENTIAL EMPLOYEES

HIGHLANDS (105.7) | FLORIDA (421.4PPSM) | USA (94.8 PPSM)

2.6% POPULATION GROWTH RATE WITHIN THE LABORSHED

COMPARED TO STATE & NATIONAL AVERAGE » FL (1.5%) / USA (0.6%)

HIGHLANDS COUNTY (09%)

A LOWER COST OF LIVING IN THE REGION

90.6 HIGHLANDS | 94.1 LABORSHED | 103 FLORIDA

LABOR FORCE SIZE (ROUNDED)

HIGHLANDS	45-MIN. DRIVE	LABORSHED
38,000	105,000	690,000

LABORSHED TALENT PIPELINE

7,500	87.3%	33.2%
POST-SECONDARY AWARDS ANNUALLY (2022-2023)	H.S. GRAD OR HIGHER	ASSOC. DEGREE OR HIGHER

JOBSEQ DATA AS OF 2024Q2

MARKET OPPORTUNITIES



Speed of Doing Business
Ease of Doing Business Environment Conducive to Start-Ups
Business Formation

FACILITATED STRATEGIES



Infrastructure
Workforce
Entrepreneurship
Trade
Tourism

COMPETITIVE STRATEGIES



Targeted Industry Recruitment
Business Retention & Expansion
Business Drivers
Site Selectors
Incentives

VisionFirst Advisors
STRATEGY | ACTION | RESULTS

VIBRANT COMMUNITIES.

Vibrant communities don't happen accidentally, but rather through the intentional choices, commitments and actions of residents and leaders working together for a common vision for the future. **While each community or region brings its own unique assets, resources, culture, identity and challenges, VisionFirst Advisors believes there is a platform on which vibrant communities are built that includes:**

VISION



Vision comes first! It is an agreed-upon common destination, the North Star to which all those engaged in or impacting economic development may focus their efforts. *What is your identity?*

ENGAGEMENT



Citizens and leaders must be invested in the community's future and **engaged in its success**. It is critical to make decisions and direct growth for the benefit of all citizens.

TALENT



Communities should look beyond data. Align education and training to inspire workforce to pursue the path that best **utilizes their talents** and provides value to the community.

PLACE



Communities are living systems. Growth should be purposefully directed to empower people to help the community flourish, sustain its citizens and attract other **to their place**.

OPPORTUNITY



Opportunity provides the foundation for a vibrant community. Leaders must create and sustain an ecosystem that provides jobs opportunities for people to enjoy a good quality of life and pursue their dreams.

TELLING THE STORY



Vibrant communities **share their story** internally to inspire progress and externally to highlight what makes them exceptional.

STRATEGIC FRAMEWORK .

PEOPLE
Highlands County Residents

VISION + MISSION

GOALS (4 Ws)
Who | What
Why | For Whom

IMPLEMENTATION & COLLABORATORS
Staff | Community Partners

STRATEGY & TACTICS

OUTCOME

VIBRANT HOLISTIC ECONOMY

FOUR PILLARS.

County's Foundations for the Future



Accountable Government Services & Budgeting

Highlands County focuses on providing needed services and programs through fiscally-responsible revenue generation, accountable spending and a customer-focused approach.



Consistent & Smart Growth Planning

Highlands County is committed to sustainable growth through consistent implementation of business-friendly regulations, ensuring development aligns with community needs and long-term prosperity.



Improved Infrastructure & Amenities

Highlands County invests in the modernization of transportation infrastructure and quality of place amenities by leveraging funding sources to build vibrant community spaces to attract new residents.



Vibrant & Attractive Neighborhoods

Highlands County fosters thriving neighborhoods by incentivizing new housing growth, strengthening emergency preparedness, ensuring personal safety and advocating for educational programs.

PROVIDE TRANSPARENT AND RESPONSIVE SERVICES

RECOMMENDATIONS & TIMELINES

- **IMPLEMENT:** Highlands County to undertake, lead and implement.
- **FACILITATE:** Highlands County to work in conjunction with partners to develop and implement.
- **ADVOCATE:** Highlands County to advocate county, regional, utility and state stakeholders to undertake and/or implement.



SHORT-TERM	MID-TERM	LONG-TERM
6 – 18 Months	18- 36 Months	36-60 Months

PILLAR 1: ACCOUNTABLE & PROACTIVE GOVERNMENT SERVICES

As Highlands County grows, residents and businesses expect responsive, modern government. Delivering on that promise requires collaboration, innovation and a clear focus on results.

GOAL: Highlands County focuses on providing needed services and programs through fiscally responsible revenue generation, accountable spending and a customer-focused approach.

1. **Host an annual strategic planning retreat with municipalities, special taxing districts & constitutional offices**
2. **Develop departmental action plans aligned with the strategic plan**
3. **Introduce customer service standards & training**
4. **Establish an employee development & capacity-building program**
5. **Prioritize & redevelop the county's website**
6. **Streamline & digitize key processes**
7. **Launch a centralized transparency portal**

PILLAR 2: CONSISTENT & SMART GROWTH PLANNING

Balancing growth with community priorities means making it easier to do business while guiding development that supports the county's long-term vision.

GOAL: Highlands County is committed to sustainable growth through consistent implementation of business-friendly regulations, ensuring development aligns with community needs and long-term prosperity.

1. **Evaluate existing committees and councils**
2. **Enhance the Planning & Zoning Commission for stakeholder engagement**
3. **Develop a Business Concierge Program**
4. **Streamline permitting & zoning processes**
5. **Develop plans for targeted growth corridors**

PILLAR 3: IMPROVED INFRASTRUCTURE & AMENITIES

Modern infrastructure and inviting public spaces are essential to attracting new residents, supporting tourism and strengthening quality of place.

GOAL: Highlands County invests in the modernization of transportation infrastructure and quality of place amenities by leveraging funding sources to build vibrant community spaces to attract new residents and visitors.

1. **Implement participatory budgeting practices for amenity development**
2. **Develop a five-year parks and recreation master plan**
3. **Encourage intensified tourism initiatives**
4. **Reinstate impact fees to responsively fund infrastructure needs**
5. **Establish an annual coordination process to ensure exemption accuracy & maximize revenue**
6. **Integrate smart growth principles**
7. **Explore the development of a regional utility authority to consolidate water & wastewater services countywide**

PILLAR 4: VIBRANT & ATTRACTIVE NEIGHBORHOODS

Creating safe, welcoming neighborhoods with diverse housing and educational opportunities helps Highlands County retain families, support residents and build stronger communities.

GOAL: Highlands County fosters thriving neighborhoods by incentivizing new housing growth, ensuring personal safety and advocating for educational programs.

1. **Create neighborhood action plans**
2. **Implement policies and initiatives that add housing stock**
3. **Champion the creation of an early literacy volunteer program**
4. **Facilitate the creatin of resources to assist vulnerable populations**

ECONOMIC DEVELOPMENT

MARKET OPPORTUNITIES



Chick-fil-A®

FACILITATED STRATEGIES



HOME TOWN TAKEOVER

COMPETITIVE STRATEGIES



amazon.com®

Role of Highlands County Economic Development INCREASES

Role of Local Government Services INCREASES

GOALS.

By implementing these strategic goals and corresponding tactics, Highlands County Economic Development is charting a path toward a resilient and prosperous future—one that honors the community's legacy while embracing new opportunities for growth and innovation.

1. **Focus Target Industry Marketing**
2. **Enhance Incentives & Grants Products**
3. **Optimize Available Sites & Properties**
4. **Maximize BR&E Program**
5. **Improve Proactive Communications & Marketing**

GOAL 1

FOCUS TARGET INDUSTRY MARKETING

A community must know its product – including sites, workforce, incentives, business climate – and the community must deliver a sales-focused, customer-centric approach.

- **Enhance business development outreach**
- **Boost target industry positioning**
- **Consider trends and disruptions, like the adaptation of automation and artificial intelligence, changes in national and global politics and trade, and reshoring**

GOAL 2

ENHANCE INCENTIVES & GRANT PRODUCTS

With state-level incentives being limited, local communities must adopt a proactive approach to compete with the robust packages offered by neighboring states. A comprehensive strategy should include both financial incentives and non-financial benefits, such as expedited permitting and zoning adjustments when needed.

- **Consider revisiting the existing property tax abatement program to enhance flexibility**
- **Streamline permitting fees and processes and establish a framework for potentially abating impact fees**
- **Reducing administrative burdens can be invaluable for projects operating on tight timelines and should be highlighted as a distinct competitive advantage**

GOAL 3

OPTIMIZE AVAILABLE SITES & PROPERTIES

Even if a community's online data is positive, there is no project without a viable site. Reflecting on the original strategic plan from 2018, the marketing and availability of viable sites continues to emerge as both a priority and challenge still today.

- **Leverage Sebring's international brand**
- **Understand infrastructure planning with utility & engineering partners**
- **Develop a sites landing page to improve site marketing**
- **Create videos that tell the sites' selling points**

GOAL 4

MAXIMIZE BUSINESS RETENTION & EXPANSION PROGRAM

It is essential for HCED to first take care of the existing businesses that form the backbone of the local economy. HCED is already excelling in its BR&E efforts, and there is an opportunity to enhance these initiatives even further.

- **Review the economic development "Delta Team"**
- **Compile a list of targeted businesses for outreach**
- **Schedule regular outreach to meet with existing businesses**
- **Educate stakeholders to direct existing businesses in need**

GOAL 5

INCREASE PROACTIVE COMMUNICATIONS & MARKETING

HCED faces challenges in expanding its marketing and communications efforts, not due to a lack of planning, but because of execution constraints. The tactics aim to enhance operational efficiency, improve stakeholder engagement and modernize communication. By embracing digital tools, HCED can enhance outreach efforts and maintain a competitive edge in an increasingly digital landscape.

- **Customize materials for stakeholder segments**
- **Increase earned media & public relations**
- **Expand social media**
- **Update website & enhance online messaging**


DISCUSSION



VisionFirst Advisors
STRATEGY | ACTION | RESULTS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **County Administrator Laurie Hurner**

SUBJECT/TITLE: **Presentation on Strategic Planning**

STATEMENT OF ISSUE

RECOMMENDED ACTION

No action required.

FISCAL IMPACT

No fiscal impact at this time

Attachments: HighlandsCounty.StrategicPlan-05.20.25 DRAFT - Copy.pdf



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS STRATEGIC PLAN

JUNE 2025
VISIONFIRST ADVISORS

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ABOUT VISIONFIRST ADVISORS

VisionFirst Advisors is a team of professionals with deep experience in developing community, regional and state strategies. For more than 10 years, VisionFirst Advisors has provided community engagement, strategic marketing and communications, research and benchmarking—offering a comprehensive approach to help communities strengthen their competitive position. With a proven track record leading economic and community development initiatives at the state and local levels and working with hundreds of counties across the country, VisionFirst delivers insights and solutions that move communities forward.

Learn more at https://www.visionfirstadvisors.com/.

Introduction »

Florida's rural communities have long been overlooked, often receiving less attention and funding than the rapidly growing city-states of Orlando, Tampa, Jacksonville and Miami. Yet rural Florida is distinct, not a mirror of the Midwest heartland, but a landscape of beaches, lakes and natural ecosystems that have attracted generations seeking a quieter, more connected way of life. These communities may not define the national heartland, but they are undeniably the heartland of Florida, forming the backbone of the state's $10 billion agricultural economy.

Implementing the plan's tactics today, Highlands County can build upon its agricultural heritage to build the vibrant and welcoming community of tomorrow.

After years of being unheard, rural Florida is finally getting the recognition it deserves. This year, 2025, the Florida Legislature turned its focus toward rural communities with the introduction of the Rural Renaissance bill. While still moving through the House, the bill has earned broad bipartisan support, signaling what rural leaders have long known, sustainable growth in rural Florida requires meaningful investment and engagement from the state.

However, success is not one-size-fits-all. What works for Walton County in rural northwest Florida, with its white sandy beaches and tourism-driven economy, may not work for Highlands County. Still, there is a shared foundation for success—strong neighborhoods, high-performing schools, diverse job opportunities and a vibrant social sector. These elements support long-term growth and enhance quality of life.

To remain resilient and responsive in a changing world, Highlands County must leverage state funding and local revenue to invest in its amenities, meet evolving community needs and foster collaborative partnerships. Fortunately, the county is home to passionate leaders, dedicated staff, engaged partners and residents who deeply care about their community. While government is a key driver of progress, it cannot do it alone. Lasting impact will depend on strong partnerships with state agencies, nonprofit organizations, the faith-based community and other stakeholders.

To guide this journey, VisionFirst has developed four strategic pillars—high-level goals rooted in the county's mission, values and essential services. These pillars reflect extensive research, best practices, stakeholder input and a deep understanding of the community's priorities.

The goals and their supporting strategies and tactics are meant to guide daily decisions and shape policy. At the core of implementation is a shared commitment to delivering transparent, customer-focused services for residents, businesses and visitors alike. Implementing the plan's tactics today, Highlands County can build upon its agricultural heritage to build the vibrant and welcoming community of tomorrow.

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Project Approach »

VisionFirst's approach incorporated a collection of local and regional data, a review of existing documentation and stakeholder feedback to offer recommendations to strategically align the county's departments and activities. While each phase was unique, together the results provide the foundation for the recommendations.

01

Analyzed economic data and benchmarked Highlands County against the 45-minute drive time, surrounding 8-county region, the state and the nation.

02

Engaged leaders and staff, county and municipal officials as well as stakeholders about the county's economic development priorities, values, strengths and challenges.

03

Assessed and evaluated organizational programs, practices and demographic data to identify opportunities to increase success.

04

Synthesized key findings, themes along with best practices to develop the recommendations that meet economic development objectives.

05

Developed tactics and metrics for implementation. The recommendations align resources to serve residents while increasing economic development competitiveness.



First Impressions | What We Heard & Saw »

Developing an effective strategy necessitates a clear understanding of the county's departments and services from an outsider's perspective. The following information presents VisionFirst's initial impressions of the county, existing programs, initiatives, the activities carried out and the level of stakeholder support.



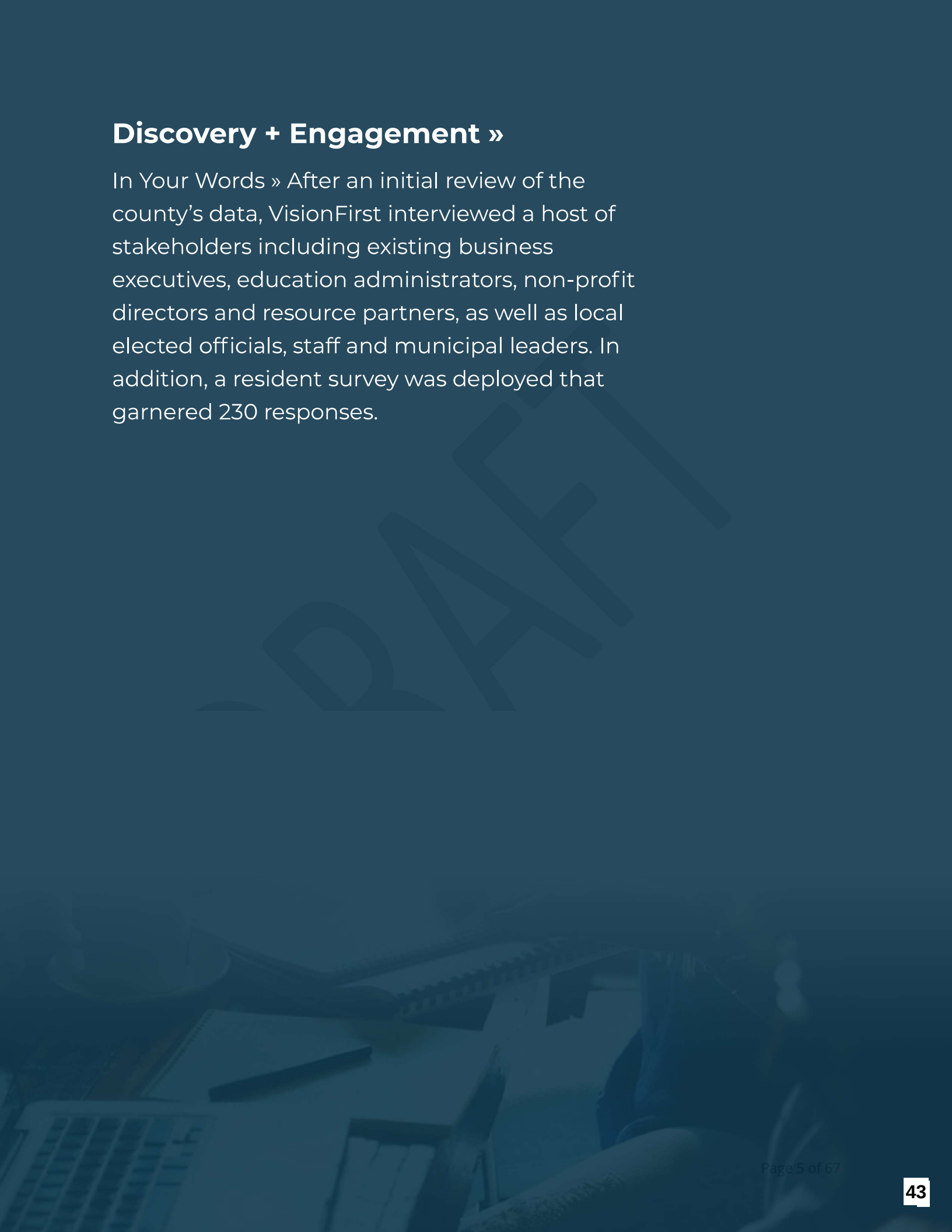




ELEVATE INTERGOVERNMENTAL COORDINATION	OPTIMIZE REVENUE STREAMS & CUSTOMER SERVICE	DESIRE FOR SMART GROWTH
With new leadership at the county and municipal levels, there is an opportunity to strengthen coordination and communication while advancing resident priorities. Community leaders must align a shared brand, goals and vision to drive progress. In addition, a coordinated approach will better position the county to secure state funding for infrastructure improvements and long-term economic growth.	Highlands County's affordability makes it a desirable Central Florida location, but without optimizing revenue streams like impact fees, it lacks key amenities to attract young professionals. Additionally, inconsistent service and customer experience create frustration for residents. Regardless of impact fee decisions, the county must strengthen revenue streams, improve customer service and invest in projects that enhance its quality of place for residents, visitors and businesses.	Agriculture has long been a cornerstone of the county's economy, but the decline of citrus production raises questions about the future of large land parcels. At the same time, there is a growing demand for development, particularly to expand housing and retail corridors. To balance the county's agricultural heritage with the need for smart growth, clear and consistent land-use planning guidelines must be established to achieve long-term community goals.

Discovery + Engagement »

In Your Words » After an initial review of the county's data, VisionFirst interviewed a host of stakeholders including existing business executives, education administrators, non-profit directors and resource partners, as well as local elected officials, staff and municipal leaders. In addition, a resident survey was deployed that garnered 230 responses.



STAKEHOLDER ENGAGEMENT

In assessing the economic development needs and desires of Highlands County leaders and residents, VisionFirst Advisors, along with staff, outlined an engagement plan that included in-person stakeholder interviews, conversations with county and municipal leaders, staff and an online resident survey. The goal of the engagement was to gather candid observations, feedback and ideas from the community to help prioritize and direct focus.

Regardless of the medium, stakeholder engagement was meant to seek answers to questions such as:

- What do you value about Highlands County?
- What are the community's values?
- What are your thoughts on ways you see the community growing? How has it grown over the last five years?
- What stands out as Highlands County's most significant achievement(s) in recent years?
- What do you see as Highlands County's greatest economic strengths and competitive advantages?
- Are there specific industries, businesses or assets we should prioritize for growth and investment?
- What factors do you believe make Highlands County an attractive place to live, work and do business?

Engagement with a diverse set of stakeholders develops a broad sense of plan ownership and collaboration and creates advocates and partners in implementing the strategies.

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RESIDENT SURVEY

In addition to staff and stakeholder interviews, an online survey was conducted to expand outreach and gain deeper insights into the community's perspectives. The 14-question survey explored the county's strengths and challenges – including economic development efforts, emphasizing the importance of resident input in shaping the strategic plan. Over the course of three weeks, the survey garnered 230 responses. While this sample size may not be statistically representative, it offers valuable insights that complement other feedback sources, enriching the understanding of community needs and priorities.

Below is a snapshot of survey participants.

 **230**	Total Respondents
 **80%**	Own their Own Home
 **41.3%**	Lived in Highlands County for more than 25 Years – but 22% have lived there for 1 to 5 years
 **55-64**	Primary Age Category
 **28%**	Percent of respondents who have a bachelor's degree
 **73%**	Are Employed
 **QUALITY OF PLACE**	Was the top issue throughout the survey

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Overall Survey Themes

Future Vision for Highlands County

- Many residents hope for economic growth, including increased job opportunities and higher wages.
- There is widespread support for attracting a diverse mix of businesses beyond just retail and tourism.
- Expanding entertainment and recreational options for families and young people is frequently suggested.
- Infrastructure modernization is seen as vital, with improvements needed in road maintenance, public transit and community spaces.

Infrastructure Concerns

- There is a strong call for the development of public transportation options to better serve the community.
- Concerns about the reliability and affordability of utilities and the availability of strong internet access.

Economic Growth Needs

- Residents support efforts to bring in higher-paying industries to diversify the local economy.
- Expanding resources and support for small local businesses is seen as a critical factor for economic success.
- Revitalizing downtown areas to make them more appealing for residents and visitors is a popular idea.
- Improving job training and educational opportunities is viewed as a key step toward workforce development.

Challenges In Employment & Economy

- Residents feel that local wages are too low to match the cost of living in the area.
- Some believe that job opportunities are limited or not diverse enough to support the needs of the community.
- Starting and sustaining small businesses in the county is seen as difficult due to regulatory challenges.
- There are calls for stronger collaboration between local businesses and government to foster economic growth.

Public Services & Amenities

- There is a strong demand for better healthcare, including improved medical facilities and more specialists.
- Residents express a need for higher-quality education and training programs for students and job seekers.

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County Services Specific Survey Responses

The resident survey was designed to gather insights into both the county's strategic plan and the economic development strategic plan. Below are key highlights and data points from the survey questions focused on overall community conditions.

What issues matter most to you and your family in Highlands County?					
Answer Choices	Not Important	Not too Important	Somewhat Important	Very Important	Weighted Average
Keeping the community safe	0.43%	1.30%	13.04%	85.22%	3.83
Good schools for children (Pre-K through 12th grade)	2.61%	1.74%	20.00%	75.65%	3.69
Protecting nature and the environment	0.87%	5.22%	25.22%	68.70%	3.62
Creating more jobs	1.30%	3.91%	32.17%	62.61%	3.56
Growing and improving the community	3.04%	5.22%	30.00%	61.74%	3.5
Better roads, sidewalks, and bike lanes	1.30%	8.26%	33.04%	57.39%	3.47
Affordable places to live	3.04%	9.57%	24.35%	63.04%	3.47
Retail and cultural activities (like shopping, parks, museums, and events)	1.74%	12.61%	29.13%	56.52%	3.4

Please rate Highlands County's performance in the following categories.						
	Poor	Fair	Good	Excellent	No Opinion	Weighted Average
Responsible use of taxpayer dollars	14.78%	32.61%	34.78%	7.39%	10.43%	2.66
Delivering high-quality essential services	13.91%	33.91%	38.26%	8.70%	5.22%	2.57
Transparency & accessibility	17.83%	33.48%	33.04%	6.09%	9.57%	2.56
Keeping residents informed and engaged	16.52%	32.17%	35.65%	10.87%	4.78%	2.55
Listening and responding to citizens	20.43%	34.35%	33.04%	3.48%	8.70%	2.46

Please rate the quality of county services.						
	Poor	Fair	Good	Excellent	No Opinion	Weighted Average
Library services	2.17%	10.43%	38.70%	30.43%	18.26%	3.52
Fire rescue	1.74%	11.30%	45.22%	30.00%	11.74%	3.39
Emergency management Services	2.17%	15.22%	46.09%	23.04%	13.48%	3.3
Veteran services	12.61%	20.43%	25.22%	9.13%	32.61%	3.29
Animal control services	7.39%	18.70%	41.74%	10.43%	21.74%	3.2
Permitting, building & code enforcement services	13.91%	30.43%	28.26%	4.78%	22.61%	2.92
County parks, trails & community centers	15.22%	25.22%	45.22%	6.52%	7.83%	2.67
Local economic development	19.13%	29.13%	31.74%	5.22%	14.78%	2.67
Building and maintaining roads	10.43%	29.57%	47.39%	9.13%	3.48%	2.66
Sidewalks and bike lanes	21.30%	36.96%	32.61%	3.04%	6.09%	2.36

When it comes to the availability and quality of infrastructure, business and community services, how do you rate the following?					
	Serious Problems Exist	Slight Improvements Necessary	Meets Our Needs	No Opinion	Weighted Average
Law enforcement and fire department	12.17%	34.35%	46.96%	6.52%	2.37
Utilities	16.96%	43.04%	36.52%	3.48%	2.2
Park, recreation and trail offerings	18.26%	45.65%	32.17%	3.91%	2.14
Overall community appearance	16.52%	50.87%	29.57%	3.04%	2.13
County/city road and streets	20.43%	49.13%	28.26%	2.17%	2.08
Post-secondar, tech school opportunities/choices	21.74%	37.39%	27.39%	13.48%	2.07
Arts/cultural programs/facilities	25.22%	35.22%	25.65%	13.91%	2.01
Community centers and public spaces	34.78%	36.52%	21.74%	6.96%	1.86
K-12 school opportunities/choices	31.30%	31.74%	20.00%	16.96%	1.86
Healthcare services	39.57%	30.00%	24.35%	6.09%	1.84
Retail, entertainment, nightlife, and dining	43.48%	36.52%	16.09%	3.91%	1.71
Overall condition/availability of housing stock	38.26%	38.70%	12.61%	10.43%	1.71
Public transit system	70.43%	12.61%	2.61%	14.35%	1.21

Where would you like to see Highlands County in five years? (Select top three)	
Higher incomes for people	56.09%
Better schools and training programs (Pre-K to community/technical colleges)	56.09%
Lively downtowns and neighborhoods that attract young professionals and families	53.91%
More people working (lowering unemployment)	43.91%
An expanded mix of different types of businesses	42.61%
Additional support for new businesses and entrepreneurs	18.70%
Other (please specify)	18.70%
More people moving to the county (growing the population)	6.96%
No changes, the community is fine as it is	3.04%

What should Highlands County focus on to grow and improve the economy? (Select up to five strategies.)	
Make the county a better place to live with more activities and recreation	66.96%
Bring in new industries and higher-paying jobs	58.70%
Work to improve schools	50.00%
Offer more housing options for people at different income levels	45.65%
Attract and keep young professionals and families	44.78%
Support and expand local businesses	35.22%
Create a clear plan for growth in the region	33.91%
Make it easier for new businesses to start and grow	26.09%
Revitalize downtown areas	25.65%
Help workers improve their job skills	19.57%
Encourage local governments to work together better	16.52%
Other (please specify)	11.30%

What do you see as Highlands County's greatest strengths and biggest weaknesses?						
	Weakness	Not a Strength	Strength	Substantial Strength	No Opinion	Weighted Average
Available sites/buildings for new industry or expansions	5.65%	20.00%	35.65%	13.91%	24.78%	2.77
Crime and personal safety	13.91%	24.35%	44.78%	9.57%	7.39%	2.54
Tax environment	10.87%	18.70%	33.48%	7.83%	29.13%	2.54
Affordability	10.87%	33.48%	42.17%	9.57%	3.91%	2.52
Opportunities for higher education including technical training	17.83%	23.91%	35.65%	10.00%	12.61%	2.43
Ease of doing business/regulatory environment	7.39%	27.39%	26.96%	3.91%	34.35%	2.42
Connectivity – location, traffic and roadways	24.78%	24.78%	36.52%	9.13%	4.78%	2.32
Organized business leadership	11.30%	22.61%	23.48%	2.17%	40.43%	2.28
Support for existing industry growth and expansion	17.39%	26.96%	23.04%	4.35%	28.26%	2.2
Workforce costs	11.30%	33.91%	16.09%	2.17%	36.52%	2.14
Start-up business support	12.61%	29.13%	16.96%	0.87%	40.43%	2.1
Quality of life amenities	23.48%	39.57%	26.09%	3.04%	7.83%	2.09
Access and affordability of high-speed internet for home and business	26.52%	33.48%	26.96%	3.48%	9.57%	2.08
Education (public and private)	27.83%	29.57%	24.35%	5.22%	13.04%	2.08
Technical support of entrepreneurs and small business	15.65%	30.87%	12.61%	1.74%	39.13%	2.01
Workforce skills and availability	19.57%	45.65%	18.70%	0.43%	15.65%	2
Housing options (rental and home ownership)	32.17%	36.52%	19.57%	2.61%	9.13%	1.92
A shared vision of where the county is going	31.30%	32.17%	13.04%	1.74%	21.74%	1.81

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Director Feedback | 3 Year Priorities

Another engagement component was connecting with staff to understand their vision for the future. VisionFirst sent a list of questions to directors, asking for input on priorities for the next three years and the county's greatest strengths. Their feedback was critical in aligning goals and tactics with both staff capacity and strategic direction. **Below is summary of their feedback.**

Infrastructure & Funding

- Upgrades to infrastructure and identifying alternate funding sources.
- Implementing funding mechanisms for capital improvements.
- Accepting projected growth and development.
- Identifying current fiscal capabilities and potential challenges.
- Determining alternative funding models and sources to support quality of service.

Quality of Life & Community Services

- Improving quality of life for residents (housing, healthcare, transportation).
- Addressing homelessness and mental health needs.

Economic Development & Vision

- Encouraging growth of existing businesses and industry.
- Attaining a long-term vision and strategic plan for the county.
- Determining a quality service delivery model.

Collaboration & Unity

- Promoting unity across communities and clarifying county versus city initiatives.
- Emphasizing collaboration rather than competition.

Employee Development & Training

- Recruitment and retention of engaged personnel.
- Creating a dedicated training division for leadership and technology training.
- Ensuring each division has a budget for training.
- Training in HR (onboarding, compliance, public records, payroll, benefits, retirement, report training, HR hot topics, new IRS laws).
- Training in budget division (leadership development, FGFOA updates, conferences, webinars).
- Training in procurement division (NIGP programs and certifications, in-house training for competitive bidding, state contracts, vendor selection, end-of-year processing).

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County's Greatest Strengths

Adaptability & Community

- Employees' adaptability in solving issues with limited resources.
- Strong sense of community and support.
- Doing more with less, despite limited resources.

Natural Resources & Infrastructure

- The county's natural resources, including the ridge, lakes and diverse ecosystem.
- Superb transportation system and county-owned asphalt plant.

Dedicated Teams & Communication

- Dedicated administrator, director, economic development and tourist development teams.
- Enhanced communication efforts from administration.

Key Assets & Organizations

- Sebring Airport and CRA's role in local development.
- Non-profit organizations provide direct services.

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Stakeholder Themes

VisionFirst identified the strongest themes, insights and supporting details to use in the analysis and ideation of goals and tactics. Key findings from the interviews, surveys and staff feedback are presented in aggregate below and have been grouped by the main themes that resulted from the conversations. **The comments listed are a sample of the feedback from stakeholders and do not reflect VisionFirst's opinion.**

Governance

- There is a need for more customer-focused staff when communicating about projects, permits and processes.
- Some stakeholders feel county leadership lacks vision to guide future growth.
- Need for better alignment between county and municipalities (Sebring, Avon Park, Lake Placid) to advance economic development goals.
- There is a desire for joint city-county meetings and strategic planning to unify economic development efforts.

Infrastructure & Growth Management

- Concerns that zoning policies limit development flexibility, particularly for agricultural land transitioning to new uses.
- Many stakeholders advocate for reinstating impact fees to fund infrastructure.
- Infrastructure challenges, along major corridors (Highway 27/70), limit development.
- Desire for staff to explore grants, sales tax allocations and municipal service benefit units (MSBUs) to support infrastructure projects.

Quality of Place Amenities

- Residents would like the development of more non-sports tourism and recreation opportunities including trails, lakes and parks.
- Housing shortage across income levels, particularly for middle management and entry-level workers.
- There is a growing demand for skilled nursing facilities and assisted living to support the aging population.
- Opportunity to enhance and redouble tourism efforts to include a focus on recreational amenities and eco-tourism.

Perception vs. Reality

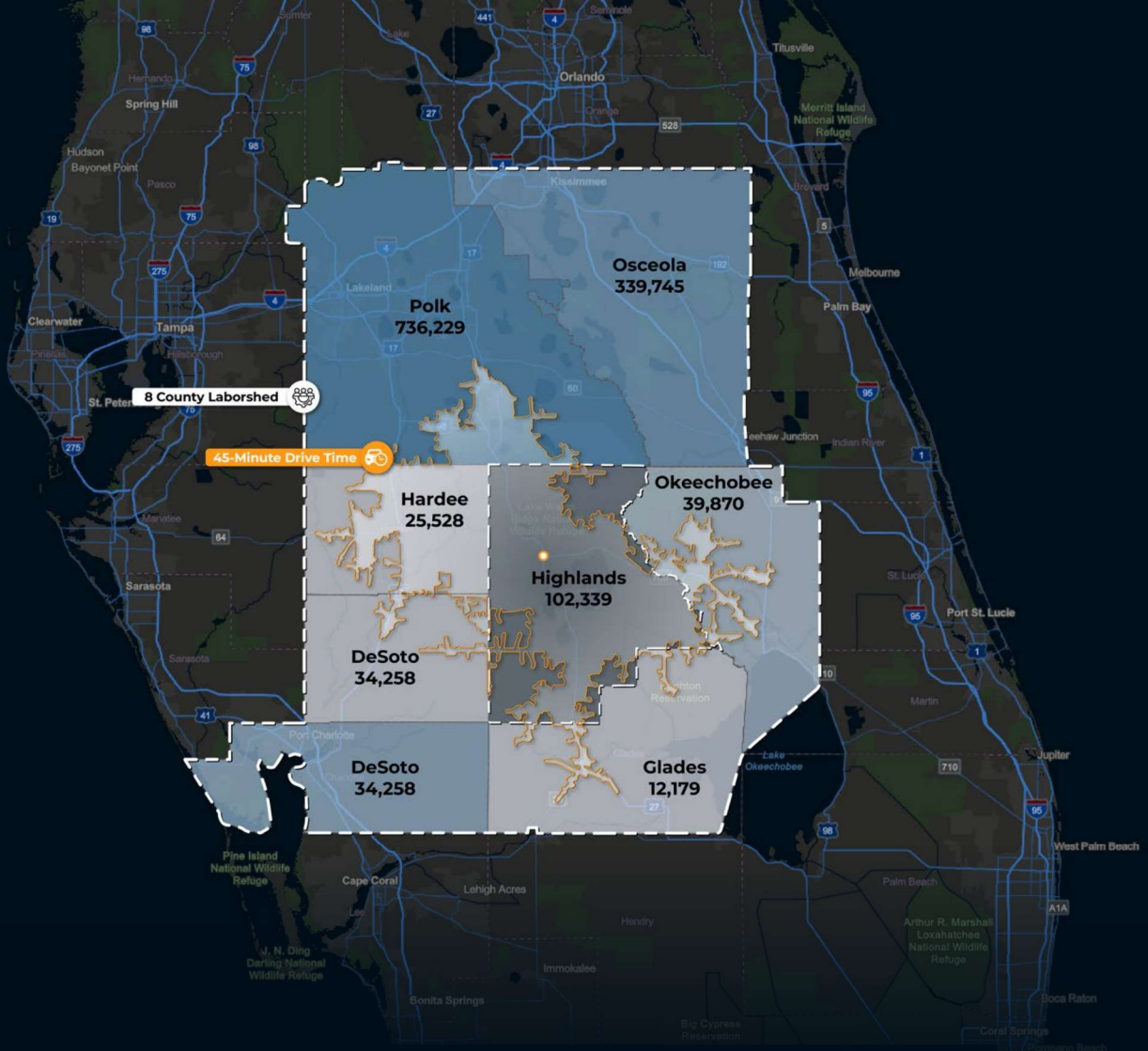
- With growth in the surrounding counties to the north, there is a need to tell the Highlands County story and demonstrate the community's vision.
- Schools are perceived as underperforming and while there are areas for improvement, there are programs and achievements that should be touted.
- The Hometown Takeover show offers the opportunity to showcase the county's forward direction to potential residents, businesses and visitors.

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Data + Benchmarking »

VisionFirst Advisors conducted a detailed data analysis of Highlands County, a 45-minute drive time and the surrounding region using a variety of perspectives. The data offers a baseline of information to educate, inform and better position the community.





THE LABORSHED IS HOME TO **MORE THAN 1.5M RESIDENTS**

THE LABORSHED HAS **219.4 PEOPLE PER SQUARE MILE**

REFLECTING A RURAL SETTING FOR POTENTIAL EMPLOYEES

HIGHLANDS (105.7) | FLORIDA (421.4PPSM) | USA (94.8 PPSM)

2.6% POPULATION GROWTH RATE WITHIN THE LABORSHED

COMPARED TO STATE & NATIONAL AVERAGE » FL (1.5%) / USA (0.6%)

HIGHLANDS COUNTY (09%)

A LOWER COST OF LIVING IN THE REGION

90.6 HIGHLANDS | 94.1 LABORSHED | 103 FLORIDA

LABOR FORCE SIZE (ROUNDED)

38,000	105,000	690,000
HIGHLANDS	45-MIN. DRIVE	LABORSHED

LABORSHED TALENT PIPELINE

7,500	87.3%	33.2%
POST-SECONDARY AWARDS ANNUALLY (2022-2023)	H.S. GRAD OR HIGHER	ASSOC. DEGREE OR HIGHER

JOBSEQ DATA AS OF 2024Q2

ECONOMIC OVERVIEW

Collecting and analyzing data regarding the county's operations and economy are foundational elements for understanding the county's current position and informing future actions. To identify the best and most achievable strategies for Highlands County, VisionFirst conducted high-level research comparing the county to three peer counties—Charlotte, Pasco and Clay—selected in conjunction with county staff. In addition, from an economic development standpoint, data was compiled from a 45-minute drive time as well as a regional perspective. The combination of these data sets provides a more holistic view of the county's performance as well as the perception of the location when only utilizing online data. In total, the analysis includes nearly 40 different metrics, covering population trends, employment sectors, income levels, county budget data and other government-related indicators.

The figures on the following pages provide a snapshot of key indicators that reflect the overall vitality of a county and its residents. VisionFirst compiled this information using trusted state and national data sources to ensure accuracy and relevance. These metrics are used to provide insight into the community's current landscape and to serve as a benchmark for measuring the success of strategies and activities undertaken through the strategic plan.

What the Data Says ||

Gathering data is only the beginning; to drive meaningful progress, it is essential to look beyond the numbers. By analyzing key trends and benchmarks, county leaders can determine where to focus their time and resources where they will have the greatest impact.

Demographics & Labor Force

- Population: 107,614 (2024 estimate); slow growth rate of 0.9% annually.
- Aging Population: Median age is 54.1, significantly higher than Florida (42.4).
- Labor Force Participation: Low at 42.9% (state average is 59.2%).
- Prime Working Age Participation: Moderate at 76.4% but still slightly below state and national levels.
- Unemployment Rate: 4.9%, above state (3.5%) and national averages (4.2%).
- High School Diploma or Higher: 84.3% (below state/national averages).
- Associate Degree or Higher: Only 28.5%, compared to 45.0% nationally.

Understanding the Why »

- Age data is typically utilized to understand social and economic attributes to plan and examine many public programs and policies, especially regarding health and safety for those under 18 and over 65.
- Highlands County has seen marginal growth since 2011, representing the need to identify community and economic development opportunities, infrastructure improvements and policies to foster a pro-business environment to attract and retain talent in the community.
- Slow growth suggests limited in-migration and challenges in attracting new residents.

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- Lower labor force participation indicates a smaller portion of the population is working or actively seeking work, which can hinder new business investment.
- Though relatively strong, prime age labor force participation still trails the state and national rates, suggesting room to better engage the core workforce.
- An unemployment rate higher than both state and national averages signs potential barriers to employment or a mismatch in job availability and skills.
- Below-average educational attainment may limit residents' access to skilled jobs and economic advancement.
- The proportion of individuals holding an associate degree or higher is notably below the national average, pointing to a need for more post-secondary education and training opportunities to build a competitive workforce.

Economic & Social Conditions

- Annual Average Wage: $46,365, far below Florida ($66,049) and the U.S. ($72,405).
- Poverty Rate: High at 15.6%.
- Cost of Living Index: Low (90.6), indicating affordability but also limited wage-driven growth.
- Median Home Value: $155,900, well below Florida median ($292,200).
- Single-Family Permits (2022): Highlands issued just 641 permits, signaling limited residential development, especially compared to Charlotte: 4,637 and Pasco: 7,400
- Multi-Family Permits: Very low at 22, again much lower than peers (Charlotte: 1,039).
- Average Home Price: $299,000 in Highlands, the lowest among peer counties.
- Price per Sq Ft: $191, also on the lower end, suggesting lower housing demand or more affordable construction.

Understanding the Why »

- The low average wage and high poverty rate suggest limited economic mobility and highlight the need for better-paying job opportunities.
- While the low cost of living and home values offer affordability, they may also signal a lack of economic dynamism and limited demand for housing.
- The low number of housing permits, especially for multi-family units, indicates slow residential development and potential barriers to population growth or workforce housing.
- The lower home prices and price per square foot reinforce the narrative of subdued market activity, which can deter investment and limit the appeal to new residents and businesses.
- Together, these factors point to a need for targeted economic and housing strategies to support sustainable growth.

Government & Fiscal Position

- Highlands County's total budget: $187.8 million, smallest among benchmarked counties.
- Government Spending per Resident: $1,769, much lower than Charlotte: $5,975, Clay: $2,360, Pasco: $2,194.
- Millage Rates: Government Operating: 7.6 (highest), School Board: 5.34 (lowest).

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- Government Debt Per Resident: $223, the lowest, suggesting low borrowing but potentially underinvestment.
- Public Safety: 40.05% of the total budget, the highest proportional allocation among peers.
- Transportation & Physical Environment: Combined, they represent ~33% of the budget.
- Human Services + Economic Environment + Culture & Recreation: Together make up only ~8%, indicating limited investment in social, economic and community amenities.
- Other Uses: Just 1.69%, whereas Pasco and Charlotte spend over 25% of their budgets here.
- County FTEs: Only 440 employees, with the lowest average salary at $51,418, compared to Charlotte: $71,748, Clay: $69,193, Pasco: $61,495

Understanding the Why »

- Lean government operations with low spending and low debt.
- Heavy emphasis on public safety and infrastructure, but limited funding toward economic development, social services and recreation.
- A very conservative fiscal posture, potentially limiting responsiveness to growth or development opportunities compared to higher-spending peers.

Demographic Overview

Figure 1: Demographic Overview

		Highlands County, Florida	45-Minute Drive Time	Highlands & Surrounding (8 County Region)	Florida	USA
DEMOGRAPHICS						
Current Population (ACS)		103,808	276,998	1,579,959	21,928,881	332,387,540
Population Estimates[4]		107,614	-	1,685,814	22,610,726	334,914,895
2020 Population (ACS)		104,574	-	1,479,687	21,216,924	326,569,308
2015 Population (ACS)		98,328	-	1,306,609	19,645,772	316,515,021
*Annual Population Growth[4]		0.9%	-	2.6%	1.5%	0.6%
People per Square Mile		105.7	-	219.7	421.4	94.8
Median Age[2]		54.1	46.1	42.5	42.4	38.5
LABOR FORCE						
Civilian Population – age 16 years and over	Current Labor Force Size	37,960	106,520	717,187	10,555,633	167,857,207
	Labor Force Participate Rate	42.9%	46.0%	55.6%	59.2%	63.3%
	2020 Labor Force Size	37,504	-	649,542	10,240,825	164,759,496
	2020 Labor Participation Rate	42.3%	-	53.9%	58.8%	63.2%
C i	Current Prime-Age Labor Force Participation Size	22,490	65,561	463,797	6,757,770	107,055,165

	Highlands County, Florida	45-Minute Drive Time	Highlands & Surrounding (8 County Region)	Florida	USA
2020 Prime-Age Labor Force Participation Rate	76.4%	71.3%	79.3%	82.5%	83.0%
Unemployment Rate Dec 2024 (Seasonally adjusted)	4.9%	-	4.2%	3.5%	4.2%
Veterans (Age 18-64)	2,423	6,801	41,647	647,586	8,636,019
Veterans Labor Force Participation Rate (Age 18-64)	65.8%	62.2%	69.6%%	75.1%	77.1%
Total Employment (2024Q3) – All Industries	31,805	82,649	548,218	10,813,524	166,047,787
Four-Quarter Moving Average from 2024Q3 – All Industries	-0.1%	1.3%	1.9%	1.9%	1.4%
Mean Commute Time (Min.)	22.1	26.0	30.3	27.9	26.7
EDUCATIONAL ATTAINMENT, Ages 25-64					
Educational Attainment (H.S. Diploma or Higher)	84.3%	79.7%	87.3%	90.0%	89.8%
Educational Attainment (Assoc Degree or Higher)	28.5%	23.7%	33.2%	44.1%	45.0%
No High School Diploma	15.6%	20.3%	12.7%	10.00%	25.1%
High School Graduate	34.1%	36.5%	32.6%	26.90%	19.7%
Some College, No Degree	21.7%	19.5%	21.5%	19.00%	9.2%
Associate degree	10.3%	8.5%	10.8%	11.00%	22.4%
Bachelor's Degree	12.4%	10.3%	15.6%	21.50%	13.4%
Postgraduate Degree	5.8%	4.9%	6.8%	11.60%	25.1%
SOCIAL					
2023 Total Housing Units	57,605	137,281	696,388	9,915,957	140,943,613
Median House Value (owner-occupied)[2]	$155,900	$146,011	$227,274	$292,200	$281,900
2020 Total Housing Units	55,919	-	655,819	9,562,324	138,432,751
Annual Average Wage	$46,365	$47,006	$51,012	$66,049	$72,405
Cost of Living Index	90.6	90.9	94.1	103.0	100.0
Poverty Level (of all people)	15.6%	19.7%	14.6%	12.9%	12.5%
Households Receiving Food Stamps/SNAP	14.9%	17.3%	14.9%	13.0%	11.5%
Disconnected Youth[3]	5.5%	6.4%	3.4%	2.6%	2.5%
Children in Single Family Homes (% of all children)	42.1%	42.2%	39.4%	38.3%	34.0%

County Benchmarking

Figure 2: Economic Overview Benchmarking

	Highlands County	Charlotte County	Clay County	Pasco County	Florida
Current Population (ACS)	102,339	189,900	219,650	569,211	331,097,593
Annual Population Growth	**0.9%**	**2.3%**	**1.7%**	**2.9%**	0.6%
Current Labor Force Size (16 and over)	37,916	72,081	108,229	2603,64	167,857,207
Average Age	54.1	59.9	39.9	43.9	42.4
Labor Force Participate Rate (16 and over)	43.5%	42.3%	62.5%	55.7%	63.3%
Prime-age (25-54) Labor Force Part. Rate	76.9%	78.4%	83.3%	80.1%	82.3%
Educational Attainment (Assoc Degree or Higher)	**28.5%**	**34.2%**	**40.5%**	**40.4%**	45.0%
GDP	$3.141B	$6.924B	$6.956B	$18.009B	$1.579T
Annual Average Wage	$46,365	$52,495	$51,878	$52,246	$72,405
Job Growth (2023Q2 – 2024Q2)	1.2%	3.8%	2.5%	2.8%	1.6%
Wage Growth (2023Q2 – 2024Q2)	3.7%	3.1%	4.6%	2.4%	3.6%
Cost of Living Index	90.6	101.0	90.7	94.6	100.0
Poverty Rate	15.6%	10.5%	9.4%	11.8%	12.9%

Figure 3: Government Spending & Revenue Benchmarking

	Highlands County	Charlotte County	Clay County	Pasco County	Source
Number of Municipalities	3	1	4	6	FAC
Single Family Permits	**641**	**4,637**	**1,633**	**7,400**	HUD - 2022
Average Home Price	$299k	$389k	$369k	$350k	Realtor.com
Price per square foot	$191	$232	$195	$207	Realtor.com
Multi-Family Permits	**22**	**1,039**	**195**	**358**	HUD - 2022
Mileage Rate (County Gov't Operating)	7.6	6.25	5.54	6.33	FDOR 2024
Mileage Rate (School Board)	**5.34**	**6.5**	**6.23**	**6.33**	FDOR 2024
Special Districts	14	33	24	95	EDR 2023-2024
Government Spending Per Resident	**$1,769**	**$5,975**	**$2,360**	**$2,194**	EDR 2023-2024
Government Debt Per Resident	$223	$871	$401	$1,046	EDR 2023-2024
Total County FTE	440	2,353	1,709	5,610	EDR 2023-2024
Average County FTE Salary	$51,418	$71,748	$69,193	$61,495	EDR 2023-2024

Figure 4: County Benchmarking Budget Line Items

	CHARLOTTE	CLAY	HIGHLANDS	PASCO
Government Services	$153,940,822	$100,850,485	$28,782,022	$363,284,784
Public Safety	$245,845,413	$162,631,718	$75,205,593	$414,312,811
Physical Environment	$482,001,153	$40,185,153	$29,235,823	$237,633,148
Transportation	$187,030,555	$147,415,779	$32,650,271	$193,388,988
Economic Environment	$4,866,923	$6,094,023	$5,534,342	$58,892,449
Human Services	$38,913,781	$57,389,633	$5,444,152	$21,934,662
Culture & Recreation	$92,035,312	$23,260,896	$4,394,374	$44,501,953
Other Uses	$486,072,158	$183,949,819	$3,179,179	$944,696,576
Court Related	$8,045,974	$7,470,094	$3,359,822	$4,798,340
Total	$1,698,752,091	$729,247,600	$187,785,578	$2,283,443,711

Figure 5: County Benchmarking Budget Line Items Percent of Total

	CHARLOTTE	CLAY	HIGHLANDS	PASCO
Government Services	9.06%	13.83%	15.33%	15.91%
Public Safety	14.47%	22.30%	40.05%	18.14%
Physical Environment	28.37%	5.51%	15.57%	10.41%
Transportation	11.01%	20.21%	17.39%	8.47%
Economic Environment	0.29%	0.84%	2.95%	2.58%
Human Services	2.29%	7.87%	2.90%	0.96%
Culture & Recreation	5.42%	3.19%	2.34%	1.95%
Other Uses	28.61%	25.22%	1.69%	41.37%
Court Related	0.47%	1.02%	1.79%	0.21%
Total	$1,698,752,091	$729,247,600	$187,785,578	$2,283,443,711

SWOT + Leverage Points »

Based on stakeholder engagement and data analysis, VisionFirst identified the Highlands County's economic development strengths, weaknesses, opportunities and threats. This analysis relied on qualitative input as well as industry knowledge.

STRENGTHS

- Strategic location with proximity to Orlando and Tampa, with access to major highways.
- Lower taxes and housing costs than other Florida regions.
- Expanding Career & Technical Education (CTE) programs aligned with industry needs.
- Willing leadership in county and municipalities to improve coordination.
- Strong downtown redevelopment through small business growth.

WEAKNESSES

- Infrastructure deficiencies exist with limited water, sewer and broadband expansion hindering growth.
- Limited budget capacity and appetite to be innovative to develop new amenities and infrastructure opportunities.
- Perceptions around development policies prove challenging for willing developers.
- Public service gaps in social services for homelessness as well as children.

OPPORTUNITIES

- Leverage exposure from television programming to heighten county's brand to new residents, tourists and businesses.
- Identify state and federal grants and partnerships for water, sewer and broadband projects.
- Incentivize the growth of logistics, healthcare and manufacturing sectors.
- Improve coordination with departments to enhance customer service and transparency.
- Leverage the potential of new property becoming available with declining citrus industry.

THREATS

- Declining citrus industry impacts land use and economy.
- Segments of residents are resistant to growth and new developments.
- Workforce housing shortages impact recruitment.
- Perception that frequent leadership turnover is creating policy instability.

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Leverage Points

Far too often SWOT analyses are conducted for discovery purposes only. VisionFirst goes beyond the initial step of conducting the analysis and develops strategies to leverage or capitalize on opportunities and to minimize or mitigate weaknesses.

These strategies, or "leverage points," highlight the most urgent and impactful actions the economic development team should take to strengthen its position, fulfill its mission and enhance the county's competitiveness for jobs and investment.

STRENGTH	LEVERAGE POINTS
Willing leadership in county and municipalities to improve coordination.	Host strategic planning sessions with municipalities to align priorities and funding opportunities.
Strong downtown redevelopment through small business growth.	Build off downtown redevelopment to other portions of town especially as big box stores continue to close.
WEAKNESSES	**LEVERAGE POINTS**
Inconsistent zoning and development policies prove challenging for willing developers, especially for housing.	Create a task force of public and private stakeholders to improve understanding and land use consistency policies.
Infrastructure deficiencies exist with limited water, sewer and broadband expansion hindering growth.	Pursue state and federal funding to expand critical infrastructure and support growth in underserved areas.
Public service gaps in social services for homelessness as well as children.	Coordinate with non-profit community on providing wrap around services
OPPORTUNITIES	**LEVERAGE POINTS**
Identify grants and partnerships for water, sewer and broadband projects.	Use legislative delegation combined with Florida's promise of a Rural Renaissance to access funding for critical infrastructure improvements.
Incentivize the growth of logistics, healthcare and manufacturing sectors.	Reimagine the incentives offered to interested business prospects to promote growth in targeted sectors.
THREATS	**LEVERAGE POINTS**
Segments of residents are resistant to growth and new developments.	Build communications tools to enhance resident engagement in county activities demonstrating strategic priorities and spending associated with the expenditures.
Perception that frequent leadership turnover is creating policy instability.	Develop onboarding and continuity plans to reduce policy disruption from leadership changes.

Highlands County as a System »

Government operates as an interconnected system, which is responsive to residents' needs, shaped by elected officials' policies, implemented by staff and stakeholders and evaluated by measurable outcomes.

The strategic plan process and subsequent pillars are created to guide the system. Local goal setting and policy making is complex. It demands the best of local officials, staff and even residents. Each must look at the county holistically - rather than individually – to foster a system delivering prosperity for the county today and tomorrow.

The goals, priorities and policies adopted by Highlands County government impact everyone in the community – residents, businesses, customers and visitors. The pathway, priorities and policies determine what services will be provided, the level of those services, what kinds of development will occur and ultimately the community's future.

Consider Figure 6 below in relation to the local government system.[1] When goals are clearly defined and assigned, stakeholders can determine effectiveness. When staff and resources are allocated, stakeholders can measure efficiency. When rules and policies are developed and reported, stakeholders can understand progress and celebrate successful outcomes.

Figure 6: Local Governance System

	Goals	Organization	Fiscal	Personnel	Procedures	Information	
WHAT	Vision & Values	Residents	Bonds & Taxes	Service Levels	Initiatives	Public Outreach	POLICY LEVEL
	Strategies & Goals	Commissioners	Budgets & Debt Management	Salary & Bene¸ ts	Ordinances	Engagement	
HOW	Strategic Plan	County Administrator	Finance Plan	Recruitment & Retention	Policies & Procedures	Annual Report	ADMINISTRATIVE LEVEL
	Department Plan	Department Heads	Budget Control	Professional Development	Standards & Benchmarks	Monthly Updates	
	Team Plan	Employees	Service Delivery	Smart Goals & Performance	Operations	Measures & Progress	
	Effectiveness		Ef¸ ciency		Monitoring		

[1] Municipal Research & Services

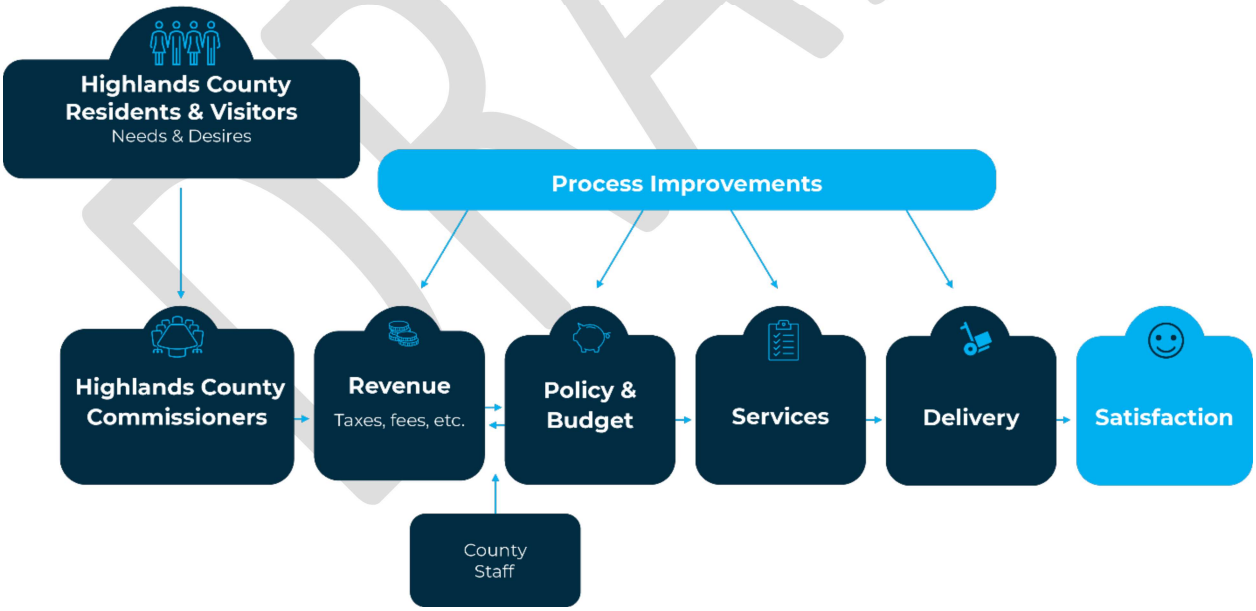
However, prior to the development of goals and policies for Highlands County, it is important to gain an understanding of how current government operations were working as a system and adjust as needed.

Figure 7 outlines Highlands County as a system. In the system there are opportunities for improvement in processes that lead to successful outcomes. Using the same principles of Kaizen, which are widely recognized in the automotive industry, the same four steps can be applied to improving the system of government **- Plan, Do, Check and Act**.

1. Identify opportunities for change and make a **plan** to improve or change. This requires analyzing input and data collection. Policy decisions made with valid data and input will lead to more efficient government and less decision-making made on emotions.
2. Take action (**do** something) to implement the plan on a smaller scale as a test run to validate results.
3. Study (**check**) the results to see if desired results were obtained and adjust, as necessary.
4. Implement (**act**) the new process or improvement steps.

For Highlands County's system to be high performing in implementing the plan, the four steps will need to be constantly utilized. **However, what remains constant is the focus of the residents at the top of the system driving prioritization and process improvement while recognizing achievement.**

Figure 7: Highlands County as a System



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Vision, Mission + Values »

Highlands County has already taken the most important first step toward building a vibrant economy by committing to a shared vision for the future and recognizing the possibilities sparked in part by Hometown Takeover. Now is the time to build on that momentum and propel the community forward with purpose. To do so, the community must rally around a clearly defined "North Star" or vision that guides all those involved in implementing the plan.

VisionFirst believes communities are more likely to achieve lasting success when residents, organizations and government share a united vision. This North Star, which resonates with all who have a role in shaping the future of Highlands County, is essential for focusing efforts, guiding action, inspiring commitment and measuring progress.

Aligning these foundational elements with community priorities and the county's operational structure builds trust and confidence among residents and stakeholders. In considering Highlands County's priorities, stakeholder input focused on:

- Delivering proactive, efficient and customer-focused government services.
- Creating, retaining and sustaining quality jobs and a strong education system.
- Enhancing recreation and cultural amenities to offer diverse and enriching experiences.
- Preserving and maintaining the county's natural resources for long-term benefit.
- Celebrating and supporting the county's agricultural heritage and industry.
- Promoting a safe, thoughtfully planned and well-connected community.
- Modernizing public programs, services and facilities to meet current and future needs.



From these ideas, VisionFirst utilized the "Four W's": who you are, what you do, why you do it and for whom – to define the vision and understanding of the county's mission and values.

The 4 W Visioning Process »

Who are you?

We are the residents of Highlands County, along with county elected officials, county leadership and dedicated county staff.



What do you do?

We provide essential services that support daily life and long-term growth, including public safety, emergency response, infrastructure, transportation, recreational opportunities, regulatory oversight and permitting.

Why do you do it?

We are committed to creating a safe, welcoming community that supports residential and business growth, leading to a stronger, more diverse tax base and the opportunity for a vibrant quality of life.

For whom?

We serve the people of Highlands County — residents, visitors, businesses and all who rely on county services.

Based on the interviews and engagement, VisionFirst developed a draft vision, mission and values for the county to guide their efforts. However, this representation and iteration will need to be discussed by staff and elected officials.

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Vision »

A thriving, safe and welcoming Highlands County where residents, visitors and businesses prosper through thoughtful planning, strong services and shared community values.

Mission »

We are dedicated to being customer-focused while providing essential services that support growth, safety and a vibrant quality of place for the people of Highlands County.

Values»

Core values help define and drive an organization's behavior and should be integrated into daily operations. VisionFirst recommends adopting the following core values to promote a positive organizational culture for employees and ensure the delivery of county government services that the residents of Highlands County value.

- **Service:** We are committed to delivering responsive, reliable and customer-focused services that enhance daily life.
- **Collaboration:** We work together across departments and with our community to achieve shared goals and lasting results.
- **Integrity:** We uphold transparency, accountability and ethical practices in all that we do.
- **Stewardship:** We preserve and protect our natural, economic and cultural resources for current and future generations.
- **Innovation:** We embrace forward-thinking approaches to meet evolving community needs and deliver modern solutions and amenities.
- **Safety:** We prioritize public safety as the foundation for a strong, resilient community.
- **Opportunity:** We strive to create an environment that supports growth, offers access to quality services and makes Highlands County a desirable place to live, work and invest.

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Vibrant Community Platform »

Vibrant communities don't happen accidentally, but rather through the intentional choices, commitments and actions of residents and leaders working together for a common vision for the future. While each community or region brings its own unique assets, resources, culture, identity and challenges, VisionFirst Advisors believes there is a platform on which vibrant communities are built.

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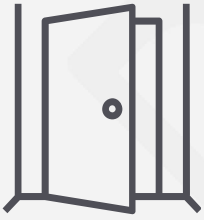
VISION

Vision comes first! It is an agreed-upon common destination, the North Star to which all those engaged in or impacting economic development may focus their efforts. *What is your identity?*



TALENT

Communities should look beyond data. Align education and training to inspire workforce to pursue the path that best **utilizes their talents** and provides value to the community.



OPPORTUNITY

Opportunity provides the foundation for a vibrant community. Leaders must create and sustain an ecosystem that provides job opportunities for people to enjoy a good quality of life and pursue their dreams.



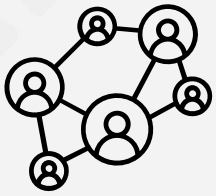
ENGAGEMENT

Citizens and leaders must be invested in the community's future and **engaged in its success**. It is critical to make decisions and direct growth for the benefit of all citizens.



PLACE

Communities are living systems. Growth should be purposefully directed to empower people to help the community flourish, sustain its citizens and attract others **to their place**.



TELLING THE STORY

Vibrant communities **share their story** internally to inspire progress and externally to highlight what makes them exceptional.

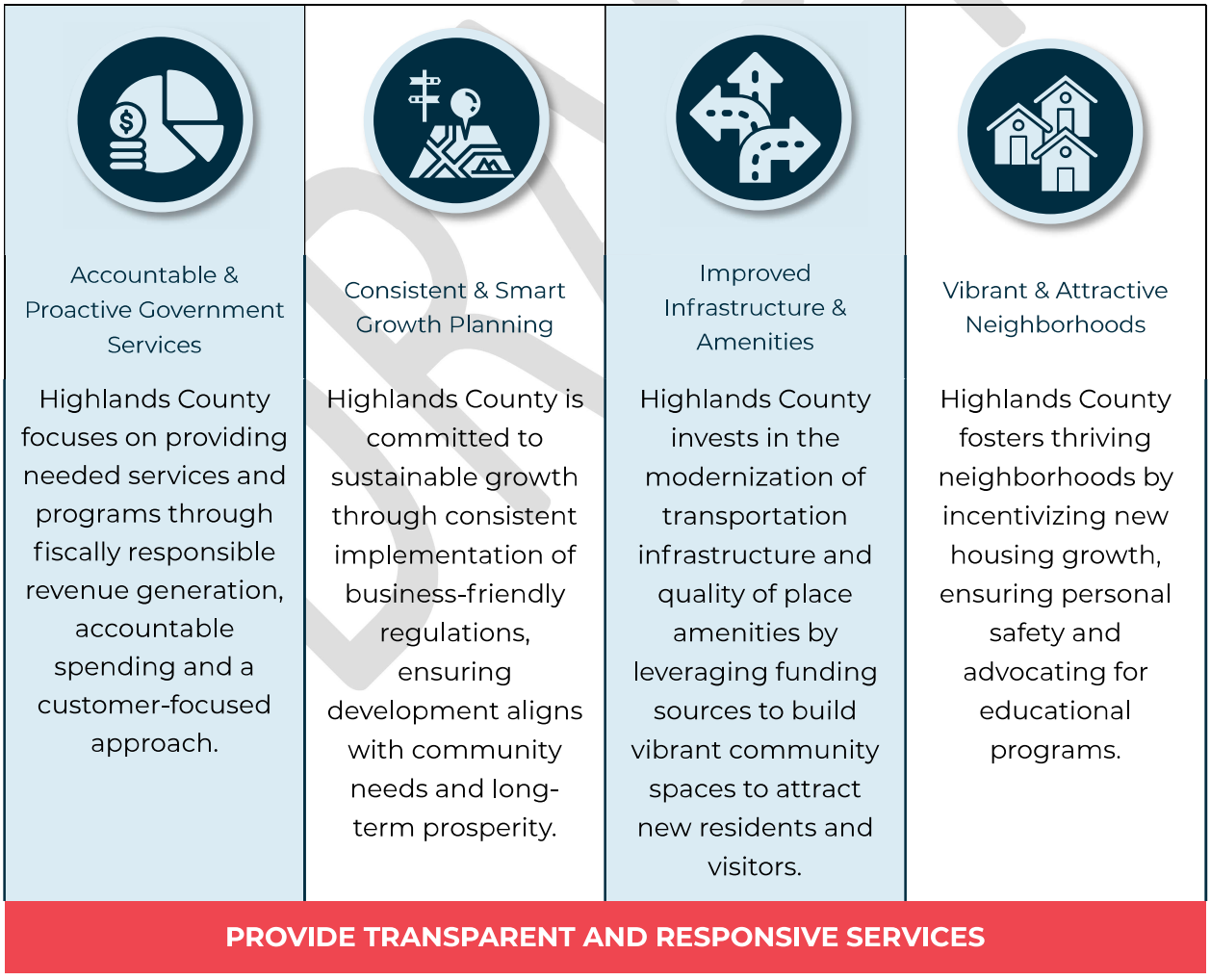
Four Priority Pillars | Foundations for the Future »

As Highlands County embraces this moment of renewed attention and opportunity for rural Florida, it is essential to have a clear and actionable framework to guide growth and decision-making. Building on community priorities and informed by stakeholder insight, VisionFirst has developed four strategic pillars to serve as the foundation for this plan.

These pillars represent the county's most important goals. Each is grounded in its core services and reflect what is needed to foster a vibrant future. From fiscal responsibility to infrastructure improvements, from neighborhood vitality to smart growth strategies, each pillar outlines a direction for meaningful progress.

Together, they provide a roadmap for policy, budgeting and day-to-day decision-making, all anchored by a commitment to delivering transparent and customer-focused services to residents, businesses and visitors alike.

Figure 8: Four Pillars (Goals)



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ENSURING IMPLEMENTATION SUCCESS

To develop the key recommendations, VisionFirst closely evaluated the current staff capacity, and the demands placed on each county department. Drawing from data analysis, trend evaluation and best practices, the resulting four strategic pillars and one cross-cutting goal are designed to strengthen Highlands County's economic, community and social growth while enhancing overall quality of place.

Each goal is supported by a corresponding set of tactics and key partners critical to successful implementation. Achieving the goals and tactics will require strong coordination across county departments as well as collaboration with external stakeholders. To help guide efforts, tactics are categorized as follows:

- **Implement:** Highlands County will lead and execute these initiatives directly.
- **Facilitate:** Highlands County will collaborate with partners to jointly develop and implement these efforts.
- **Advocate:** Highlands County will support and encourage cities, regional organizations and state agencies to undertake or implement these actions.

Timeframes for implementation are defined as:

- **Short-Term:** 6 to 18 months
- **Mid-Term:** 18 to 36 months
- **Long-Term:** 36 to 60 months

This structured approach ensures accountability and steady progress in realizing Highlands County's vision for a thriving community.

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Accountable & Proactive Government Services.

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ACCOUNTABLE & PROACTIVE GOVERNMENT SERVICES

Goal: Highlands County focuses on providing needed services and programs through fiscally responsible revenue generation, accountable spending and a customer-focused approach.

Highlands County is committed to delivering high-quality government services that are transparent, responsive and aligned with community needs. As the county grows and evolves, so too must its approach to governance. By strengthening coordination with municipalities, special taxing districts and constitutional offices, the county can improve service delivery, reduce duplication and ensure that public resources are used effectively.

This pillar outlines tactics to enhance internal alignment, foster regional partnerships and elevate customer experience, all while maintaining a strong focus on fiscal responsibility and measurable outcomes.

Partners: Town of Lake Placid, City of Sebring, City of Avon Park, special taxing districts and constitutional offices.

Success Measures:

1. Increase in interagency collaboration projects initiated through annual strategic retreats and development of department strategic action plans aligned to countywide goals.
2. Improvement in customer satisfaction scores across all departments.
3. Number of shared service agreements or joint funding applications executed annually.
4. Increased transparency through public access to departmental plans and performance dashboards.
5. Annual cost savings or efficiency gains from coordinated service delivery.

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Tactic: Host an Annual Strategic Planning Retreat with Municipalities, Special Taxing Districts and Constitutional Offices

Implement, Short-Term

The county should lead the development and facilitation of a facilitated annual retreat that brings together the county administrator, deputy administrator, city managers and administrators and key department heads to align strategic objectives, coordinate initiatives and identify opportunities for shared services and collaboration. With the new strategic plan in place this must be a priority in beginning the implementation of this plan. It is also pertinent to include special taxing districts and constitutional offices such as the Clerk of Courts, Tax Collector, Property Appraiser and Sheriff's Office. The retreat should be structured to encourage open dialogue with sessions focused on aligning priorities and improving efficiencies. Select sessions should include representatives from education, healthcare, business and nonprofit sectors to promote broader alignment across the community. Workshops and breakout discussions should lead to specific with a final summary capturing shared objectives.

Why?

Regional collaboration helps align priorities, optimize resources and build consistency in pursuing funding and initiatives. Including constitutional offices and special taxing districts is essential because they play a critical role in service delivery, budgeting and public trust. Their participation ensures that strategic planning reduces duplication and strengthens coordination. In addition, using a neutral third-party facilitator would ensure discussions remain structured and focused, creating a productive environment where consensus can be built effectively.

Action Steps:

1. Organize a facilitated annual strategic planning retreat including city administrators as well as county staff leadership.
2. Facilitate a discussion regarding the top five objectives for the fiscal year that offer the most potential for coordination and optimization.
3. Produce and present a "Countywide Strategic Priorities" summary each year that aligns with the county's strategic plan to elected officials.

Examples of Success:

- Invite business, education and civic partners to expand collaboration potential.
- Launch at least one shared service project or grant application annually that originated from retreat discussions (e.g., joint public safety grant, regional transportation study).

DRAFT

Tactic: Develop Departmental Action Plans Aligned with the Strategic Plan

Implement, Short-Term

Each Highlands County department should develop a Strategic Action Plan that directly aligns with the county's overarching strategic goals. These plans will outline specific tactics that support countywide priorities, designate responsible staff or teams and include realistic timelines for implementation. While Highlands County benefits from capable and highly productive department heads, this strength can sometimes lead to a "heads-down" focus within individual departments. Departmental action plans help encourage cross-departmental collaboration and prevent operational silos. Plans should be practical enough to guide daily operations while remaining flexible to adapt to changing needs. Departments should present progress updates to county leadership twice a year to ensure accountability and alignment.

Why?

Departmental action plans ensure that all parts of Highlands County government are working on shared goals, focusing their efforts where they can have the greatest impact. This approach promotes consistency and measurable progress across the organization, while reinforcing collaboration among high-performing teams.

Action Steps:

1. Provide each department with a template aligning goals to the countywide strategy.
2. Require departments to submit plans with timelines, responsible staff and measurable outcomes.
3. Convene a countywide review session to discuss departmental plans, identify areas of overlap and foster cross-departmental collaboration.

Examples of Success:

- Each department submits a two-page annual strategic action plan tied to county priorities.
- Host a "Strategic Alignment Workshop" annually for presentation and peer review.

Best Practice: McHenry Government, Illinois has a dedicated webpage not only to the county's strategic plan but other department and master plans including transportation, infrastructure and food assessment. Developing a one-stop location for residents and businesses to understand the county's goals provides additional transparency and engagement. El Paso, Colorado and Tompkins County, New York also offer dedicated pages with varying forms of tracking progress.

DRAFT

Tactic: Introduce Customer Service Standards and Training

Implement, Short-Term

Establish formal customer service standards across all Highlands County departments to ensure consistent, high-quality interactions both with the public and among internal county teams. While departments such as Administration, Business Services and other support functions may not interact directly with the public, they play a critical role in serving internal stakeholders. These internal relationships are just as important and should be guided by the same principles of responsiveness and professionalism. All staff should complete customer service training tailored to their roles and regular feedback will be gathered from both residents and internal departments to identify areas for improvement and recognize outstanding service.

Why?

Excellent service, whether to the public or between departments, builds trust and enhances the efficiency and effectiveness of county operations. Recognizing internal departments as service providers helps foster a culture of mutual respect and accountability across the organization.

Action Steps:

1. Develop clear customer service standards, including expectations for response times, professionalism and internal collaboration.
2. Implement mandatory customer service training for all staff, tailored to both public-facing and internal service roles.
3. Launch a user-friendly feedback tool for residents and internal departments and publish quarterly satisfaction summaries.

Examples of Success:

- Post a "Commitment to Service" pledge in all county offices with a QR feedback link.
- Recognize outstanding service through an annual awards program for both public-facing and internal service excellence.

Best Practice: Customer Service Criteria Framework – King County, WA: King County developed a comprehensive customer service framework as part of its strategic governance efforts. The framework includes agency-level and executive-level criteria that define expectations for responsiveness, professionalism and collaboration across all departments. It emphasizes both external and internal service delivery, incorporates mandatory role-specific training and uses feedback tools to drive continuous improvement and recognize excellence.

DRAFT

Tactic: Establish an Employee Development and Capacity-Building Program

Implement, Mid-Term

Highlands County Board of County Commissioners is committed to being an employer of choice attracting, developing and retaining top talent. While the county benefits from a dedicated workforce, turnover has been a challenge in the past, impacting continuity and institutional knowledge. To address this, the county should invest in a structured employee development program that includes formal training, cross-training and mentorship opportunities. The program should focus on leadership development, technology skills, customer service and financial management, with clear pathways for professional growth and advancement. This initiative should also support long-term succession planning and help build internal capacity to meet future needs. Regularly update programs based on staff feedback and new challenges to keep learning relevant, rewarding and directly tied to the county's future success.

Why?

A highly skilled, well-supported workforce is essential to delivering consistent, high-quality services. Investing in employee development not only improves performance and morale but also strengthens the county's ability to retain talent and prepare future leaders from within.

Action Steps:

1. Launch a government employee academy offering certifications in leadership, customer service and technology.
2. Create mentorship and cross-training programs to build internal bench strength.
3. Tie professional development completion to performance reviews and advancement opportunities.

Examples of Success:

- Launch an annual "Highlands County Government Academy" with recognized certifications.
- Offer incentives for employees to earn outside certifications relevant to their roles.

Best Practice: Good Governance Open Survey - New Hanover County, NC: New Hanover County's strategic plan features key metrics related to good governance objectives. To gather ongoing feedback, the county developed a short survey to gauge performance.

DRAFT

Tactic: Prioritize and Redevelop the County's Website

Implement, Mid-Term

Highlands County's website serves as the first point of contact for residents, businesses and visitors seeking information and services. While the site was previously updated to meet ADA compliance standards, the redesign was largely technical in nature and did not fully address usability, content clarity or modern functionality. Comprehensive redevelopment is now recommended to improve user experience, enhance transparency and ensure the site reflects the county's commitment to accessibility, responsiveness and digital service delivery. The new website should be mobile-friendly, easy to navigate and structured around the needs of its users.

Why?

Websites are the digital front door to government. A well-designed, user-centered website provides transparency, builds public trust, improves access to services and reduces the burden on staff by making information easier to find and understand.

Action Steps:

1. Conduct a user experience audit and gather feedback from residents, businesses and staff to identify key improvements.
2. Redesign the website with a focus on intuitive navigation, mobile responsiveness and clear content organization. Suggested main menu headers include Residents, Business, Government, Services and Connect. Include photos of key employees and associated contact information.
3. Establish a content governance plan to ensure information remains accurate, timely and accessible.

Examples of Success:

- Launch a redesigned Highlands County website with improved search functionality and service-based navigation.
- Include interactive tools such as service request forms, event calendars and department directories.
- Track and publish website analytics to monitor usage and continuously improve the site.

Best Practice: Citizen-First Website Redesign – Fairfax County, VA: Fairfax County launched a major website redesign focused on accessibility, usability and citizen engagement. The project was guided by extensive public feedback, analytics and collaboration across more than 50 county agencies. The new site features a streamlined, topic-based menu structure that simplifies navigation and helps users quickly find services. It also includes a mobile-responsive design, ADA-compliant features and a customizable search engine. The county's approach earned multiple national awards and was recognized for its use of open-source technology, inclusive design and commitment to continuous improvement through user feedback and testing.

DRAFT

Tactic: Streamline and Digitize Key Processes

Implement, Mid-Term (and ongoing)

Continue building on VisionFirst's 2022 recommendations by expanding online services for permitting, licensing, records requests and reporting to make it easier for residents and businesses to access what they need. Focus on reducing paperwork, cutting wait times and improving convenience while making staff processes more efficient and user-friendly. As part of this effort, prioritize improvements to the county's website to ensure it is modern, easy to navigate and fully supports expanded online services.

Why?

Modernized digital services support the county's vision for smart growth, efficient governance and improved quality of life. Streamlining services aligns with the county's goals of responsive government and enhanced citizen engagement.

Action Steps:

1. Identify top citizen interactions that can be automated or moved online (e.g., permitting, licensing).
2. Invest in a secure, mobile-friendly online services portal.
3. Improve website functionality and content department by department utilizing a website taskforce and a strict timeline.

Examples of Success:

- Launch a "One-Stop Online Services Center" for 24/7 access to government services.
- Reduced average permit processing times through automation and digital submission and promote these improvements.
- Increase resident satisfaction with online services, measured through quarterly feedback surveys.

Best Practice: Richland County, South Carolina Online Business Service Center: The Business Service Center handles business licensing, local accommodations tax, and hospitality tax requirements for Richland County.

DRAFT

Tactic: Launch a Centralized Transparency Portal

Implement, Long-Term

Long-term, the county should develop an easy-to-navigate online platform where residents can access real-time information on budgets, expenditures, project updates and performance metrics. Focus on creating a transparent and user-friendly system that builds public trust, encourages engagement and showcases the county's commitment to accountability. Over time, expand the platform's features to include interactive tools, dashboards and other resources that make government data more accessible and understandable.

Why?

A one-stop transparency portal builds trust with residents, supports accountability and allows the public to easily monitor government operations and spending.

Action Steps:

1. Conduct an audit of existing data sources (budgets, projects, service delivery stats).
2. Procure a user-friendly digital platform or enhance the county website to house transparency tools.
3. Assign a transparency officer or cross-departmental team to maintain and update the portal monthly.

Examples of Success:

- Create a public dashboard that visually tracks capital projects, budget performance and service requests by department.
- Add a "Transparency at a Glance" widget on the homepage with quick stats updated monthly.

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Consistent & Smart Growth Planning.

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CONSISTENT & SMART GROWTH PLANNING

Goal: Highlands County is committed to sustainable growth through consistent implementation of business-friendly regulations, ensuring development aligns with community needs and long-term prosperity.

As Highlands County continues to grow, it must do so in a way that is intentional, equitable and aligned with long-term community goals. Smart growth planning ensures that infrastructure, land use and economic development are coordinated to support vibrant neighborhoods, protect natural resources and attract private investment. By streamlining regulations, engaging stakeholders and modernizing internal processes, the county can create a more predictable and transparent development environment. This approach not only supports housing and job creation but also strengthens the county's ability to compete regionally and deliver high-quality services. Through collaboration with municipalities, developers and industry partners, Highlands County can shape a future that is both prosperous and sustainable.

Partners: Town of Lake Placid, City of Sebring, City of Avon Park, special taxing districts, developers, local industry

Success Measures:

1. Reduction in average permitting and zoning review times.
2. Increased participation in stakeholder engagement sessions and planning workshops.
3. Number of projects supported through the Business Concierge Program.
4. Increase in infill and mixed-use development projects approved annually.
5. Number of joint infrastructure or planning initiatives with municipalities and special districts.

DRAFT

Tactic: Evaluate Existing Committees and Councils

Implement, Short-Term

Highlands County currently supports a wide range of advisory boards, task forces and committees, many of which focus on growth, development and community services. While citizen engagement is vital, overlapping responsibilities and outdated mandates can lead to inefficiencies and overextended staff. A structured evaluation will help ensure that each group aligns with the county's strategic goals and contributes meaningfully to its future direction.

Why?

With limited staff capacity and a strong reliance on volunteer participation, it is essential to ensure that every committee is purposeful and aligned with the county's strategic pillars. Streamlining the committee structure will reduce duplication, free up staff time and better leverage the community's intellectual capital.

Action Steps:

1. Compile a complete inventory of active committees, councils and advisory boards.
2. Evaluate each group's purpose, participation levels and relevance to the strategic plan's goals and strategies.
3. Recommend eliminating, combining or reassigning groups based on alignment and impact.

Examples of Success:

- Establish a streamlined, goal-aligned committee structure that supports the county's four strategic pillars.
- Publish updated committee roles and performance metrics to improve transparency and accountability.
- Reallocate staff time from duplicative support roles to high-impact strategic initiatives.
- Enhance volunteer engagement by focusing efforts on fewer, more impactful committees.

DRAFT

Tactic: Enhance the Planning & Zoning Commission for Stakeholder Engagement

Implement, Short-Term

Following the committee evaluation, Highlands County should strengthen the role of the existing Planning & Zoning Commission and Board of Adjustment by creating structured opportunities for stakeholder engagement. This effort would formalize avenues for developers, engineers, planners and community members to provide input on proposed regulation changes and identify systemic issues impacting development.

Why?

The Planning & Zoning Commission already plays a central role in shaping land use policy. By expanding its engagement with key stakeholders through advisory subcommittees or public input forums, the county can promote transparency, ensure regulations are practical and foster trust. A more collaborative process leads to more efficient development reviews and stronger community outcomes.

Action Steps:

1. Establish a standing Development Stakeholder Subcommittee under the Planning & Zoning Commission, composed of industry professionals and community representatives.
2. Schedule joint workshops with the P&Z Commission and stakeholders to review proposed code or process changes before public hearings.
3. Implement feedback mechanisms to evaluate how stakeholder input influences decisions and identify areas for process improvement.

Examples of Success:

- Streamlined permitting and site plan review processes based on feedback from developers and engineers.
- Host regular informational sessions or Q&As to educate the public and development community on regulatory processes and updates.
- Increased community participation in zoning discussions through targeted educational workshops and communication efforts.

DRAFT

Tactic: Develop a Business Concierge Program

Implement, Short-Term

Highlands County is home to a diverse economic base, ranging from agriculture and logistics to healthcare and small business. The county's 2050 Comprehensive Plan and Economic Development Strategy emphasize attracting new businesses, supporting existing industries and enhancing quality of life. To support these entities, the county should establish a Business Concierge Program that provides personalized assistance to new and expanding businesses – of all sizes. This program would guide businesses through regulatory processes and coordinate interactions with various county departments. This effort should be conducted in close coordination with the economic development staff, but not exclusively economic development related.

Why?

Businesses, both small and large, often face delays due to fragmented processes and unclear points of contact within government offices. A concierge approach, especially for high-impact projects, can accelerate timelines and improve the county's reputation as a place to invest.

Action Steps:

1. Assign dedicated staff within Development Services and Economic Development to guide businesses through permitting, licensing and regulatory process. Ensure they are empowered to escalate and resolve issues quickly.
2. Offer expedited permitting, fee waivers and coordinated reviews for projects that align with county priorities such as job creation, industrial investment or the development of new housing. This should be especially true for projects led by the Highlands County Economic Development (HCED).
3. Establish a county ombudsman to serve as a liaison between businesses and county departments, ensuring efficient communication and problem-solving. This role should report directly to county leadership to maintain accountability. In the future consider expanding staffing to allow for a citizen services team to directly assist residents as well as businesses.

Examples of Success:

- Partner with the Florida Small Business Development Center (SBDC) at South Florida State College to provide additional resources and training.
- Develop a robust "Start a Business in Highlands" portal to centralize information and resources for entrepreneurs.

Best Practice: Charleston County, South Carolina - Charleston County operates an Ombudsman Office dedicated to providing impartial assistance, resolving issues and ensuring fair treatment for all residents and stakeholders. The office aims to enhance transparency, accountability and trust in county services and operations.

DRAFT

Tactic: Streamline Permitting and Zoning Processes

Implement, Mid-Term

Highlands County's Development Services Department and Zoning Division play a central role in shaping growth through land use decisions, permitting and code enforcement. However, as the county continues to grow, it must modernize and align its permitting and zoning processes across departments and jurisdictions to reduce delays, support economic development and promote smart, sustainable growth.

This effort should include regional coordination with municipalities and neighboring counties, as well as internal alignment of planning documents such as the 2030 Comprehensive Plan and the Land Development Regulations. Where full integration isn't feasible, clear cross-referencing and communication tools should be implemented to improve clarity for developers and residents.

Why?

Efficient, transparent and predictable development processes are essential to attracting investment and ensuring that growth aligns with infrastructure capacity and community values. By streamlining these processes, Highlands County can reduce confusion, improve customer service and strengthen its competitiveness for state and federal funding.

Action Steps:

1. Establish and publish standard review and approval timelines for zoning changes, site plans and permits. Use performance metrics to track and improve turnaround times.
2. Identify and prepare key sites for expedited development, especially those aligned with economic development goals, such as industrial parks or mixed-use corridors.
3. Work with municipalities (e.g., Sebring, Avon Park, Lake Placid) and neighboring counties to align land use plans, infrastructure investments and growth boundaries.
4. After complex or delayed permitting and rezoning cases, hold structured debriefs with staff, applicants and stakeholders to identify bottlenecks and opportunities for process improvement.

Examples of Success:

- Use of EDA and FDOT planning funds to support regional planning initiatives.
- Adopt uniform application checklists and timelines across jurisdictions.
- Develop an outreach strategy to explain planning tools and benefits to residents and stakeholders.
- Host joint public workshops to gather input and promote transparency.

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Tactic: Develop Plans for Targeted Growth Corridors

Implement, Long-Term

Convene a coordinated planning initiative with local municipalities and regional partners to identify and prioritize strategic growth corridors. This initiative should include structured engagement with city officials, chambers of commerce, Main Street organizations, education partners, workforce boards and industry leaders. The goal is to define specific geographic areas with high potential for economic and community development, housing and multimodal connectivity. Planning discussions should be informed by the Highlands County Transit Development Plan (2025–2034), the Florida Department of Transportation's US 27 Mobility Analysis and relevant land use and demographic data to ensure alignment with existing transportation and infrastructure priorities. Once growth corridors are defined, the county should integrate findings into its comprehensive planning framework, targeting infrastructure investments, zoning updates and incentive programs to stimulate private-sector investment.

Why?

Focusing growth efforts along well-defined corridors ensures efficient use of public resources and provides clarity for investors and developers. This targeted approach will prioritize infill development, support mixed-use development and improve overall quality of life while ensuring growth is intentional and supported by existing and planned infrastructure.

Action Steps:

1. Convene relevant stakeholders to identify and prioritize high-potential growth corridors.
2. Develop coordinated area plans that align zoning, infrastructure and workforce strategies to support targeted development.
3. Adopt necessary policy and zoning changes to enable investment and ensure readiness for economic opportunities.
4. Develop resources that accelerate and promote development in the identified corridors.

Examples of Success:

- Identification and promotion of two to three high-impact corridors ready for commercial or mixed-use development.
- Strategic infrastructure investments (broadband, road improvements, water/sewer upgrades) that unlock new development opportunities.

Best Practice: Indian River County engages in "opportunity purchases" for advanced right of way acquisition. When a parcel comes up for sale on a corridor planned for widening, the county may either purchase the whole parcel or a portion of the parcel and sell the residual. Funds for land acquisition come from a combination of traffic impact fees, a six-cent local option gas tax and a one-cent county-wide sale tax.[2]

[2] Hillsborough County: Corridor Planning & Preservation Best Practices

Improved Infrastructure & Amenities.

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IMPROVED INFRASTRUCTURE & AMENITIES

Goal: Highlands County invests in the modernization of transportation infrastructure and quality of place amenities by leveraging funding sources to build vibrant community spaces to attract new residents and visitors.

Modern infrastructure and high-quality amenities are essential to creating a livable, connected and economically competitive county. As Highlands County grows, it must invest in both the foundational systems that support daily life—such as roads, utilities and broadband—and the community spaces that enhance quality of life, including parks, trails and cultural venues. These investments not only improve resident satisfaction but also help attract new businesses, visitors and talent. By aligning infrastructure planning with community input and leveraging diverse funding sources, the county can deliver projects that are both fiscally responsible and deeply impactful. This section outlines strategies to modernize infrastructure, expand recreational opportunities and strengthen Highlands County's identity as a vibrant place.

Partners: Town of Lake Placid, City of Sebring, City of Avon Park, Florida Department of Transportation, Florida Department of Commerce, Highlands County Tourist Development Council, community organizations, private developers and residents

Success Measures:

1. Completion of a Five-Year Parks and Recreation Master Plan with prioritized projects.
2. Number of residents participating in participatory budgeting processes.
3. The amount of discretionary funding allocated to community-selected amenity projects.
4. Launch of a flagship indoor recreational facility or adaptive reuse project.
5. Growth in tourism-related revenue and visitor counts year over year.

DRAFT

Tactic: Implement Participatory Budgeting Practices for Amenity Development

Implement, Short-Term

Engage residents in a formal participatory budgeting process that allows them to directly help prioritize a portion of discretionary county spending. Through community meetings, online voting and facilitated workshops, residents can propose, refine and vote on projects that address local needs such as public space improvements, youth programming or neighborhood beautification. This process not only strengthens trust in local government but also helps to align spending with the priorities and values of the people.

Why?

Direct resident participation in budget decisions increases transparency, improves fairness and builds public support for county initiatives. It fosters a stronger sense of civic engagement and ensures that limited discretionary resources are allocated where they will have the greatest impact on community quality of life.

Action Steps:

1. Designate a defined portion of the discretionary budget (e.g., $100,000 annually) for amenity-based projects proposed and selected by residents.
2. Host a series of public engagement events and workshops, both in-person and online, where residents can propose ideas and discuss feasibility with staff.
3. Create a transparent voting process using secure online platforms and paper ballots to select top projects, then publicly track progress on implementation.

Examples of Success:

- Allow residents to vote annually on how to allocate $100,000 for priority projects.
- Begin with project categories that align with the strategic plan's tactics.
- Use online polls and outreach to maximize community involvement.

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Tactic: Develop a Five-Year Parks and Recreation Master Plan

Implement, Mid-Term

Create a Five-Year Parks and Recreation Master Plan with a paramount focus on developing a multi-use, multi-generational recreational facility. This facility should serve as a central hub for year-round indoor activities such as pickleball, bowling and fitness programs, ideally through the adaptive reuse of vacant retail space. The master plan will also guide strategic investments in parks; facility upgrades and equitable access to programs across the county.

Why?

While Highlands County boasts over 100 lakes and appears rich in outdoor amenities, the reality is that most of these lakes are privately owned or have limited public access. Without lakefront property, many residents are unable to enjoy these natural resources. A structured recreation plan ensures that all residents, regardless of location or income, have access to quality recreational opportunities. It also enhances grant competitiveness and supports long-term planning for maintenance, growth and innovative facility development.

Action Steps:

1. Conduct a countywide recreation needs assessment to gather resident input and identify service gaps.
2. Prioritize the siting, funding and development of a flagship indoor recreational center.
3. Create an inventory of existing facilities and prioritize upgrades and replacements.
4. Identify underserved areas for pocket parks and future acquisitions.
5. Pursue state and federal grants, public-private partnerships and other funding mechanisms.

Examples of Success:

- Launch design and feasibility planning for a multi-use center in a vacant commercial building.
- Secure capital grant funding to renovate aging playgrounds and athletic courts.
- Utilization of entrance fees, rentals and concessions to limit budget impacts.
- Establish neighborhood-scale parks in infill locations near town centers and residential areas.

Best Practice - Macon Mall Rejuvenation Project: World's Largest Pickleball Court Facility - Rhythm and Rally Sports and Events. The 150,000-square-foot pickleball facility offers climate- and is located inside the former 1.1 million square foot Macon Mall, which opened in 1975 and is now undergoing a major rejuvenation project. In addition to Rhythm and Rally, there is a new 10,000+ person outdoor amphitheater that was built and government offices are already moving into new, more customer-friendly spaces, including the Board of Elections, Planning & Zoning, the Middle Georgia Regional Commission, library branch, Mayor's Literacy Alliance and more.

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Tactic: Encourage Intensified Tourism Initiatives

Implement, Mid-Term

Highlands County received unprecedented national exposure through the production of *Hometown Takeover*, which spotlighted downtown Sebring and showcased the ongoing efforts of the Community Redevelopment Agency to boost brand awareness and tourism. This moment created a surge of interest and positioned the county as a destination worth discovering. Now is the time to build on that momentum by expanding the focus beyond Sebring and highlighting the full range of experiences Highlands County offers. From the charm of downtown Lake Placid and the historic character of Avon Park to the excitement of the Sebring International Raceway and the natural beauty of its many lakes and state parks, the county is rich with diverse attractions that appeal to today's travelers. By providing continued investment, strategic marketing and local collaboration, Highlands County can connect these assets into a cohesive tourism strategy that drives sustained growth and broadens the economic impact across the entire region.

Why?

Highlands County is well-positioned to benefit from growing tourism trends and should intensify its efforts to attract visitors. The rise of the "townsizing" movement shows a strong interest in small towns that offer authentic experiences, a slower pace and unique local charm. Experiential travel is also on the rise, with most Millennials and Gen Z travelers seeking hands-on activities, local goods and connections with residents. Sustainable tourism is another key trend, with a large majority of travelers looking for eco-friendly options and businesses that support local communities. Outdoor adventure continues to grow in popularity, especially water-based activities, family-friendly experiences and dark sky tourism. By aligning with trends, Highlands County can draw more visitors and strengthen its local economy.

Action Steps:

1. Provide transportation links during peak tourism weekends such as race events to connect key destinations like downtown Sebring, Lake Placid, Avon Park and Highlands Hammock State Park. This not only spreads economic activity across the county but also increases visitor exposure to local businesses and attractions.
2. Collaborate with the Sebring International Raceway to attract and promote additional motorsports events, including a "Festival of Speed" that could feature car racing, motorbike competitions, karting and female-only race events.
3. Develop a county-wide tourism trail or passport program that guides visitors through must-see locations across Sebring, Lake Placid, Avon Park and natural attractions.
4. Launch a targeted digital marketing campaign that capitalizes on the Hometown Takeover exposure by showcasing the full range of Highlands County's destinations. Feature stories, itineraries and visuals that highlight small-town charm, outdoor adventures and sustainable tourism experiences. *(See best practice as a way to engage residents and visitors)*

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Examples of Success:

- Continued county investment in experience enhancements such as wayfinding signage, lighting, outdoor seating and public art to encourage longer visitor stays and increase spending at local businesses.
- Foster programs to support tourism entrepreneurs, develop regional culinary tourism initiatives, enhance retail offerings and support experience-based businesses that connect communities and attractions.

Best Practice: Georgia's Rural Center photo contest highlights photographs that capture a moment, landscape, people, product or service that represents what rural Georgia to residents and the community. Photos can be in one of five categories: water tanks; agriculture and natural resources; communities, organizations, leadership in rural Georgia; downtown in rural Georgia; people of rural Georgia.

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Tactic: Reinstate Impact Fees to Responsibly Fund Infrastructure Needs

Implement, Mid-Term

Following the Great Recession, Highlands County enacted a moratorium on impact fees to spur economic recovery and attract development. Promoted by the Highlands County Economic Development (HCED), the policy was seen as a competitive advantage by reducing upfront costs for investors. However, with continued growth and a stabilized economy, the original justification has faded. Development has increased demands on transportation, public safety and parks, making it essential for new projects to contribute to the infrastructure they rely on. Reinstating a fair, defensible impact fee structure now offers a fiscally responsible way to fund critical improvements without shifting the burden to existing taxpayers.

Why?

Reinstating impact fees helps the county maintain service levels as it grows, reduce reliance on general fund dollars for infrastructure and demonstrate fiscal stewardship to residents and funding agencies. When development pays for itself, the county is better positioned to plan, build and maintain high-quality public facilities that benefit everyone.

Action Steps:

1. Finalize the impact fee study and publicly share its findings to build awareness and support.
2. Develop an implementation plan with phased-in rates, clear timelines and project priorities tied to revenue.
3. Engage stakeholders including municipalities, developers and residents through public meetings and informational materials explaining how the fees will be used and what outcomes they will support.

Examples of Success:

- Offer reduced impact fees for infill development to encourage smart growth in targeted redevelopment zones.
- Use impact fee revenues to fund road improvements near growing subdivisions, reducing traffic congestion and improving safety.
- Apply collected fees toward park upgrades in newly developed areas, ensuring recreational access keeps pace with population growth.

County Comparisons: Pasco County, FL expanded impact fees to support school capacity, fire rescue services and mobility improvements aligned with new growth corridors. Charlotte County, FL reinstated and updated its fees to fund targeted transportation upgrades and enhance public safety infrastructure.

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Tactic: Establish an Annual Coordination Process to Ensure Exemption Accuracy and Maximize Revenue

Implement, Mid-Term

As Highlands County continues to evolve from its historically agricultural roots, new development will play an increasingly important role in shaping the local economy and expanding the county's tax base. To ensure that this transition supports long-term fiscal health, the county should establish an annual coordination process with the Property Appraiser's Office to review and validate property tax exemptions. This collaborative effort will help ensure exemptions remain accurate and compliant, while also identifying opportunities to capture revenue that may otherwise be lost due to outdated or ineligible exemptions.

Why?

A proactive, partnership-based approach to exemption oversight supports both transparency and fiscal responsibility. As land use shifts and development increases, exemptions that were once appropriate may no longer apply. By working together, the county and the Property Appraiser can ensure that assessments reflect current conditions—protecting public revenue while respecting the integrity of the appraisal process.

Action Steps:

1. Schedule an annual meeting between County Administration and the Property Appraiser's Office to review exemption categories and identify parcels for follow-up.
2. Develop a shared reporting framework to track exemption status, changes and outcomes.
3. Prioritize review of high-value or high-acreage parcels, especially those transitioning from agricultural to residential or commercial use.
4. Educate landowners on exemption requirements and the importance of maintaining accurate records.
5. Report findings annually to the County Commission, highlighting revenue impacts and opportunities for policy refinement.

Examples of Success:

- Identification and removal of expired exemptions on parcels no longer in active use, resulting in increased tax revenue.
- Discovery of improperly claimed homestead exemptions on non-owner-occupied properties.
- Reinvestment of recovered revenue into infrastructure, parks and public safety services.

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Tactic: Integrate Smart Growth Principles

Implement, Mid-Term

Adopt smart growth principles to promote infill development, preserve natural resources and enhance the overall quality of place. By focusing on infill development, mixed-use neighborhoods and efficient infrastructure planning, the county can manage growth effectively. Utilizing a holistic perspective, Highlands County can accommodate new growth within strategically planned areas and undertake thoughtful investment into infill, placemaking and transportation. Municipalities, neighborhoods and development districts can be treated differently, depending on their unique qualities and aspirations. This layered approach optimizes the value created through investment and opens fiscally sustainable pathways to fund and finance the growth in the right place at the right time. Ultimately, enabling density is key to growing while lowering costs.

Why?

Smart growth strategies help reduce urban sprawl, lower infrastructure costs and create vibrant communities. Implementing these principles aligns with the county's comprehensive plan and supports long-term sustainability.

Action Steps:

1. Encourage infill development and redevelopment in existing urban areas.
2. Promote walkable, mixed-use neighborhoods to reduce infrastructure strain.
3. Track metrics such as permit turnaround times and satisfaction ratings to assess performance.
4. Publish an annual report to showcase progress and identify areas for improvement.
5. Ensure infrastructure planning (roads, water, sewer, broadband) is synchronized with planned growth and regulatory updates.

Examples of Success:

- Use performance metrics to reduce average permit turnaround times.
- Coordinate infrastructure upgrades with identified growth areas to support development.

Best Practice: NewTown Macon Developers Academy is an intensive six-class course designed to equip aspiring developers with the skills to undertake real estate projects in downtown Macon. With a focus on bridging the gap between available housing stock and the interests of local developers, this program provides participants with the resources, connections and knowledge needed to succeed in real estate development.

DRAFT

Tactic: Explore the Development of a Regional Utility Authority to Consolidate Water and Wastewater Services Countywide

Implement, Long-Term (Aspirational)

Reliable water and wastewater infrastructure are essential to public health, environmental protection and economic development. In Highlands County, utility services are currently managed independently by the municipalities of Sebring, Avon Park and Lake Placid, with no centralized system serving the unincorporated areas. This fragmented approach limits the county's ability to plan comprehensively, attract new investment and ensure equitable service delivery. While the creation of a regional utility authority would be a significant undertaking—requiring coordination, negotiation and long-term commitment—it represents a strategic opportunity to build a more resilient, efficient and future-ready utility framework. As such, it should be considered a long-term goal aligned with the county's vision for sustainable growth and regional success.

Why?

A regional utility authority would enable Highlands County to consolidate governance, standardize service delivery and coordinate infrastructure investment across all areas. It would enhance the county's ability to secure funding, respond to regulatory changes and support economic development by ensuring consistent utility access and capacity for new residential, commercial and industrial projects.

Action Steps:

1. Conduct a feasibility study to evaluate the benefits, costs and logistics of forming a regional utility authority.
2. Bring together municipal leaders and community partners to explore options and build consensus.
3. Create interlocal agreements outlining governance, responsibilities and service standards.
4. Identify funding sources and develop a phased plan, starting with small collaborative efforts.
5. Finalize legal formation, transition operations and begin unified service delivery.

Examples of Success:

- Launch of a thoughtfully planned regional utility authority that reflects local needs and priorities.
- Proactive utility infrastructure development aligned with growth and economic opportunity.
- Improved coordination and service delivery across municipal and unincorporated areas.
- Increased access to state and federal funding through unified planning and governance.

Best Practice: The Toho Water Authority in Osceola County demonstrates how regional governance can enhance service quality, reduce costs and support rapid population and economic growth.

DRAFT

Vibrant & Attractive Neighborhoods.

DRAFT

VIBRANT & ATTRACTIVE NEIGHBORHOODS

Goal: Highlands County fosters thriving neighborhoods by incentivizing new housing growth, ensuring personal safety and advocating for educational programs.

Neighborhoods are the heart of Highlands County's identity and quality of life. Whether in historic downtowns, rural lands or emerging residential areas, the county's future depends on its ability to create places where people want to live, raise families and invest in their futures. This means supporting housing growth, improving neighborhood infrastructure and fostering a sense of safety and belonging. By working collaboratively with municipalities, CRAs, developers and community organizations, Highlands County can revitalize aging areas, expand housing options and support lifelong learning. These efforts will help retain current residents, attract new ones and ensure that every neighborhood, regardless of size or location, thrive.

Partners: City of Sebring, City of Avon Park, Town of Lake Placid, Community Redevelopment Agencies (CRAs), Highlands County School Board, local developers, neighborhood associations, civic groups and nonprofit organizations.

Success Measures:

1. Number of Neighborhood Action Plans completed and implemented.
2. Increase in housing starts, including affordable and senior housing units.
3. Participation rates in early literacy volunteer programs and student reading outcomes.
4. Amount of SHIP or other housing-related funding allocated annually.
5. Number of new or improved public spaces and community amenities in targeted neighborhoods.

DRAFT

Tactic: Create Neighborhood Action Plans

Implement, Long-Term

Develop Neighborhood Action Plans tailored to the unique needs of Highlands County's diverse communities, including neighborhoods in Sebring, Avon Park, Lake Placid and unincorporated areas. These plans will guide targeted investments in infrastructure, housing and placemaking to revitalize aging neighborhoods, support population retention and enhance quality of life. By partnering with local CRAs and actively engaging residents through workshops, walking tours and surveys, the county can foster neighborhood pride and ensure that improvements reflect community priorities.

Why?

Well-maintained and connected neighborhoods help retain residents, attract newcomers and support community stability. By identifying specific issues at the neighborhood level, the county can direct targeted investments where they will have the greatest impact, such as improving roads and lighting, enhancing walkability or expanding housing choices.

Action Steps:

1. Select and prioritize neighborhoods for planning based on infrastructure conditions, community input and demographic trends.
2. Hold in-community public workshops, surveys and walking tours to identify local needs such as housing, lighting or beautification.
3. Develop clear recommendations for each neighborhood plan that align with the county's overall strategic and comprehensive plans.

Examples of Success:

- Design sidewalk networks, bike paths and lighting upgrades in older neighborhoods to improve safety and walkability near schools and parks.
- Identify vacant lots or blighted homes for housing infill or renovation programs to stabilize and grow the population.
- Partner with neighborhood groups on signage and public space enhancements such as community gardens that build community identity and encourage engagement.

Best Practice: City of Tallahassee's Neighborhood First is a neighborhood-led planning initiative that provides a structure for residents to engage in leadership roles and focused working groups to develop a strategic neighborhood plan that serves as a blueprint for community revitalization. Residents, organized through Community Action Teams and focused working groups (Priority Area Teams), identity neighborhood priorities, concerns, strategies and action steps, potential partners and provide leadership for implementation of these plans. The process, staffed by the City of Tallahassee Neighborhood Affairs Division, is designed to engage multiple partners to help realize the community's vision.

DRAFT

Tactic: Implement Policies and Initiatives that Add Housing Stock

Implement, Long-Term

Given the relatively stagnant population growth of less than 5,000 people from 2011 to 2023, Highlands County should take a proactive approach to increasing housing availability by updating land use and development policies, removing regulatory barriers and encouraging diverse housing types including rental units. These efforts can expand access to housing that meets the needs of potential residents while simultaneously serving an aging population.

Why?

Increasing the supply and variety of housing is critical to attracting and retaining residents, supporting the workforce and maintaining affordability as statewide demand continues to rise.

Action Steps:

1. Update policies related to land and housing development to reduce administrative costs, keep pace with national and regional trends and improve quantity and quality.
2. Identify areas of the county with the most community amenities including retail, recreation, arts and revise policies to allow for new housing starts to include affordable, moderate income and senior households in those areas.
3. Conduct regular updates to rental policies based on the changing market, affordability and building trends and communicate any updates s to the public as part of an outreach and education effort.

Examples of Success:

- Use of Florida's State Housing Initiatives Partnership (SHIP) program funds to support down payment assistance and rehabilitation for low- and moderate-income households
- Update zoning regulations to support accessory dwelling units, duplexes and townhomes near commercial corridors and services
- Offer density bonuses or fee reductions for developments that include workforce or senior housing units

Best Practice: The City of Fayetteville developed a program for permit-ready architectural designs for residential construction. The purpose of the Fayetteville Permit Ready Building Design Program is to help residents save time and money in the permitting process. By using designs that are pre-reviewed by the City's Development Services Department, applicants can lower their overall costs and time to build a home since the permit-ready plans are provided by the city. There are approximately 30 designs to choose from, including a variety of single-family homes, townhomes, duplexes and "backyard cottages." The building types selected have been based on a market study, existing zoning requirements and feasibility of rolling out the project.

DRAFT

Tactic: Champion the Creation of an Early Literacy Volunteer Program

Advocate, Long-Term

To support long-term educational success and reduce dropout rates, Highlands County should establish a volunteer-based early literacy program targeting students in kindergarten through third grade. This public-private initiative would pair trained volunteers with young readers for regular one-on-one support and intervention. With more than 30 percent of the county's population aged 55 to 74, the region is well positioned to tap into a pool of experienced adults who can make a lasting impact on local students.

Why?

Children who are not reading proficiently by the end of third grade are four times more likely to drop out or fail to graduate from high school. That risk doubles for low-income black and Hispanic students. Supporting early readers with intervention increases their chances of success across all subjects in later grades and strengthens the future workforce.

Action Steps:

1. Partner with local schools, community organizations and libraries to launch a 50+ reading buddy program supported by a public-private task force
2. Develop a volunteer training curriculum focused on phonics reading strategies and age-appropriate engagement tools
3. Identify participating elementary schools based on literacy needs and track program outcomes including reading progress and volunteer retention

Examples of Success:

- Recruit retired educators, faith-based volunteers and civic groups for weekly tutoring commitments
- Seek funding through local foundations, state education grants and business sponsorships to provide books and materials

Best Practice: The **AARP Foundation's Experience Corps** **is a volunteer program that trains people over 50 to tutor students to become better readers by the end of third grade.** Not only is the program proven to improve students' reading skills, but it also builds critical social and emotional skills they need for successful learning now and later in life. Currently, the Experience Corps program operates in 18 communities across the United States. The program has supported thousands of students during a school year and studies show:

- Among 2,573 students with at least two test scores, 95.3% showed improvement on at least one key metric.
- 98% of volunteer tutors reported that Experience Corps helped them stay physically and mentally active and build digital and workforce skills.

DRAFT

Figure 9: Elementary 3rd Grade ELA Achievement & School Grade

	Grade 3 English Language Arts Achievement	2024 Grade
Park Elementary School	73	B
Sun 'N Lake Elementary School	71	B
Avon Elementary School	58	C
Cracker Trail Elementary School	56	B
Lake Country Elementary School	55	B
Memorial Elementary School	51	C
Fred Wild Elementary School	48	B
Lake Placid Elementary School	46	A
Woodlawn Elementary School	45	B

DRAFT

Tactic: Facilitate the Creation of Resources to Assist Vulnerable Populations

Facilitate, Long-Term

Collaborate with local partners to identify and address service gaps that impact the health, mobility and well-being of vulnerable residents. By focusing on underserved groups such as older adults, individuals with disabilities and those facing chronic health challenges, the county can improve access to critical services and help ensure that all residents can thrive. Coordination with healthcare providers, nonprofits and transportation agencies will be essential to expand support and maximize resources.

Why?

Reaching vulnerable populations strengthens community resilience, reduces health disparities and supports public safety. A proactive approach helps the county better plan for growing needs while improving outcomes for those most at risk.

Action Steps:

1. Partner with local organizations to develop and deploy a health survey or community assessment to determine gaps in service delivery.
2. Expand transportation options for older adults, individuals with disabilities and other vulnerable groups.
3. Partner to produce education materials for residents regarding access to available health services including chronic disease, substance abuse and mental health services.

Examples of Success:

1. Host resource fairs in key communities that offer mobile health screenings, information about health services and delivery of food pantry meal kits.
2. Establish a transportation voucher program for medical appointments or grocery trips.

DRAFT

THANK YOU



VISIONFIRST ADVISORS
PO BOX 1494
Tallahassee, Florida 32302
(850) 558-6900

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 8/5/2025

PRESENTER: **Shawn McDowell, Florida Waste Solutions Laurie A. Hurner, County Administrator**

SUBJECT/TITLE: **Florida Waste Solutions Activity Update**

STATEMENT OF ISSUE

RECOMMENDED ACTION

For Information Only

FISCAL IMPACT

No Fiscal Impact

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Corey Amundsen, Division Chief**

SUBJECT/TITLE: **Request acceptance of the 2025-2026 Emergency Management Preparedness Assistance Grant (EMPA).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to accept the 2025-2026 Emergency Management Preparedness Assistance Grant (EMPA).

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $105,806 and is used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: Statement of Issue.pdf
Attachments: Highlands County FY25 A0554 Agreement.pdf

The Emergency Management Preparedness Assistance (EMPA) Grant is an annual award of $105,806.00 provided by the Florida Division of Emergency Management. The funding is used to support the salaries of Emergency Management personnel.

Agreement Number: **A0554**

STATE-FUNDED GRANT AGREEMENT
EMERGENCY PREPARDNESS 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

This Agreement shall begin **July 1, 2025,** and shall end on **June 30, 2026**, 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 fixed-cost Agreement, subject to the availability of funds. Upon satisfactory completion of each deliverable, the first, second, third, and fourth payment request may be submitted for a fixed amount of **$26,451.50** each quarter. Upon submission of a request for payment, Recipient must also submit a Quarterly Report of expenditures to the Division's Grants Manager consistent with the Scope of Work (Attachment A).

(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 the 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 the Division once 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; or,

(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 to 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.

(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 – 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
Tamisha Jenkins 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4328 Tamisha.jenkins@em.myflorida.com

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

Division Programmatic Point of Contact
Clesha Pennywell 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4310 Clesha.Pennywell@em.myflorida.com

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

Name:	Laurie Hurner
Title:	County Administrator
Address:	600 S. Commerce Ave Sebring, FL 33870
Phone:	863-402-6500
Email:	lhurner@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 presently not 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.

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

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

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

(25) EXECUTION

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

(26) MODIFICATION

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 AND STATE SECURITY INTEREST

In accordance with section 287.05805, Florida Statutes, if any state funds are utilized for the acquisition of real property or for improvements to real property, the Contractor or Political Subdivision receiving such funds must grant the State of Florida a security interest in the subject property. This security interest shall be, at a minimum, equivalent to the total amount of state funds provided. The security interest must remain in effect for a period of at least five (5) years from the date of property purchase or the date of completion of the improvements, or for a longer duration if so, mandated by applicable 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:

By: _____

Arlene Tuck, Chair

(Name and Title)

Date: _____

59-60000655

Federal Identification Number

DVGCMAE96DX5

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 2025 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: 59-000655	**Sub- Recipient's Fiscal Year:** 2025-2026
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 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 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.

Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative Arlene Tuck	**Title of Authorized Representative** Chair

FY 2025 EMPA
AGREEMENT
EXHIBIT 2–EM DIRECTOR
CERTIFICATION

In accordance with the 2025 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2025, and shall end on June 30, 2026, 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, certify compliance with the requirements for the 2025 Emergency Management Preparedness and Assistance grant program.

Highlands County (Recipient) has employed an Corey Amundsen (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: _____

Printed Name: Corey Amundsen

Title: Division Chief Emergency Management

Date: 7/28/2025

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

Attachment A
Scope of Work
FY 2025 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.

Q1 TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

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 2** – 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.

Q1 TASK 2: STATE MUTUAL AID AGREEMENT (SMAA)

Pursuant to sSection 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions within the territorial limits of the county within which it is organized and, in addition, shall conduct such activities outside its territorial limits as are required pursuant to sections 252.31-252.90, Florida Statutes, and in accordance with state and county emergency management plans and mutual aid agreements. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post disaster emergency operations.

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

DELIVERABLES:

- **Self-Submittal** – Submit the executed Statewide Mutual Aid Agreement in accordance with section 252.38, Florida Statutes, Emergency management powers of political subdivisions.

REPORTING REQUIREMENTS

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

Q2 TASK 1: TRAINING AND EXERCISE

INTEGRATED PREPAREDNESS PLAN (IPP)

The County Emergency Management Agency shall be required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses the Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Sub-Recipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

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

DELIVERABLES:

- Submit the County 2028-2029 IPP Data Sheets by January 12, 2026, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Q2 TASK 2: TRAINING AND EXERCISE

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

All EMPA Program-funded personnel are expected to be trained emergency managers. All EMPA funded personnel must complete either the NIMS Independent Study courses and the Professional Development Series, or the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location. (AARs).

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) 4, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

PDS Professional Development Series	**OR**	**Basic Academy** Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises		IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management		IS-700 (any version): National Incident Management System (NIMS)-An Introduction
IS-235.b: Emergency Planning		IS-800 (any version): National Response Framework, An Introduction
IS-240.b: Leadership and Influence		IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving		E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication		E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers		E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers		E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers		E/L105: Public Information & Warning

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

DELIVERABLES:

- Staffing Detail for all EMPA funded personnel.
- Training verifications for EMPA funded personnel listed on Staffing Detail –will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

Q2 TASK 3: SHELTERING PLAN AND POINT OF DISTRIBUTION (POD) PLAN

A. SHELTERING LOCATIONS AND SHELTERING PLAN

The County Emergency Management Agency shall provide their shelter locations and create a Sheltering Plan focusing on emergency sheltering and local disaster housing strategy serving as a guide to support temporary housing both in the response and

recovery phases of a disaster.

B. EMERGENCY SITES & POD PLAN

The County Emergency Management Agency shall provide their emergency sites (i.e., County Staging Areas, Points of Distribution (POD), Debris Management Sites, etc.) locations and create a POD Plan focusing on the distribution of resources (i.e., food, water, etc.) during the aftermath of disaster.

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

DELIVERABLES:

- Submit the County Shelter Locations by January 12th, 2026 in WebEOC;
- Submit the County Shelter Plan by January 12th, 2026 in DEMES;
- Submit the County Emergency Sites Locations by January 12th, 2026 in WebEOC; and
- Submit the County Point of Distribution Plan by January 12th, 2026 in DEMES.

REPORTING REQUIREMENTS:

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

Q3 TASK 1: STATEWIDE EXERCISE AND CONFERENCE ATTENDENCE

A. FLORIDA TRAINING FOR EMERGENCY MANAGEMENT AND STATEWIDE EXERCISE

The County Emergency Management Agency must provide documentation demonstrating attendance of its emergency management funded staff at Florida's Training for Emergency Management (FTEM) Conference and a full day participation in the yearly Statewide Exercise.

For FTEM, standard counties are required to show attendance of at least two (2) such staff members, while fiscally constrained counties must demonstrate attendance of at least one (1) staff member.

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

DELIVERABLES:

- **Self-Report** – Statewide Exercise and Conference attendance proof submitted in accordance with Table below.
- A copy of the post-event report with attendee names, session summaries, and lessons learned.

REPORTING REQUIREMENTS:

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

Q4 TASK 1: POLICY OR PROTOCOL SUBMITTAL

A. Procurement Policy

The County Emergency Management Agency shall provide documentation demonstrating its local policy or protocol for purchasing, which must be based on national best practices discussed at the FTEM.

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

DELIVERABLES:

- **Self-Report** – Submit procurement policy for purchasing based on national best practices discussed at the conference in accordance with Table below.
- Submit procurement policy with supporting documentation.

Q4 TASK 2: VALIDATING CAPABILITIES THROUGH EXERCISE

B. Exercises

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 2 for Quarter 4, all EMPA funded personnel are required to participate in a minimum of three (3) exercises during the agreement period.

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

DELIVERABLES:

- **Self-Report** – Sub-Recipient must provide sign-in sheets for exercise in which EMPA funded personnel participated in accordance with Table below.

- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

Q4 TASK 3: LOCAL BUDGET MATCH

DIVISION FORM 3

In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2026.

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

DELIVERABLES:

- **Division Form 3** – A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved; in accordance with Table below.

  To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.
- **Self Report 4** – A copy of the local EM general revenue expenditure (general ledger) report.in accordance with Table below.

REPORTING REQUIREMENTS:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	**N/A**	**N/A**	**Deliverables Due**

Payments: The Recipient must perform the minimum requirements for each task and deliverable as indicated in Attachment A – Scope of Work to receive payment.

Financial Consequences: Section 215.971, Florida Statutes, requires the Agency, as the recipient of State funding, to apply financial consequences, including withholding a portion of funding up to the full amount if the Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in a 10% reduction of the overall amount authorized by this Agreement.

FY 2025 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2025 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 solicitations).

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). All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
- Funding may not be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel.
- Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.
- For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, applicants, recipients and FEMA staff are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

***Please Note*:**

- Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200 CONTRACT COST PRINCIPLES AND PROCEDURES.

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 2 C.F.R. part 200 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, i.e., credit card statements, bank statements or front and back of canceled checks).
- 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 Statues; 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 intro 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 2025 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 OF**
AGREEMENT: **A0554**

1. PLANNING	$
2. ORGANIZATION	$ 105,806.00
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$ 105806.00

FY 2025 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	4	$26,451.50	$105,806.00
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$** 105,806.00
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
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 2025 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, 2025**. 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, 2025,** 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, 2026**, 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 the 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 2025 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 2025 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example 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 2025 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 2025 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 has moved to a hybrid remote work schedule and employees are in the office 3 days a week. It is expected for at least one employee to physically be on site from (Monday) through (Friday), and from (times) (8:00am) to (4:00pm).

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 2025 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: **August 5, 2025**

PRESENTER: **Corey Amundsen, Division Chief**

SUBJECT/TITLE: **Request acceptance of the 2025-2026 Hazard Analysis Grant.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to accept the 2025-2026 Hazard Analysis Grant.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $1,953.73 and is used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: Statement of Issue.pdf
Attachments: T0425 Highlands County 25-26 HA Agreement.pdf

The Hazard Analysis Grant is an annual award in the amount of $1,953.73. It provides funding to support Emergency Management personnel in conducting inspections of facilities that store or handle hazardous materials.

Agreement Number: T0425

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as "FDEM"), 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. FDEM 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. FDEM has statutory authority to disburse the funds under this Agreement.

THEREFORE, FDEM and the Recipient agree to the following:

(1) 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 FDEM 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 FDEM.

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 FDEM.

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

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, FDEM's Grant Manager shall be responsible for enforcing performance of this Agreement's Terms and Conditions and shall serve as FDEM's liaison with the Recipient. As part of his/her duties, the Grant Manager for FDEM shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. FDEM's Grant Manager for this Agreement is:

Marvin Kalms
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Work Phone: 448-215-9582
Email: Marvin.Kalms@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Name: Laurie Hurner

Address: 600 S. Commerce Ave

City, State, Zip: Sebring, FL 33870

Work Phone: (863) 402-6500

Email: lhurner@highlandsfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the Terms and Conditions agreed upon by the parties.

(4) EXECUTION

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

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2025 and shall end on June 30, 2026**, unless terminated earlier in accordance with the provisions of Paragraph (16) 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.

(8) FUNDING

a. This is a Fixed Price 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 Florida Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. FDEM will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement ("Budget"). The maximum payment amount for the entirety of this Agreement is **$** 1,953.73 **.**

d. FDEM will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, 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. FDEM'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 Reconciliation 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 accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

(9) 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, FDEM, 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 (3) 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 the 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 Budget and Scope of Work, Attachment A, and all other applicable laws and regulations.

f. **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.**

(10) 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, FDEM 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 au7dits."

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 FDEM of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FDEM 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 FDEM no later than nine (9) 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:

i. Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide FDEM with a Close-Out Report in accordance with Attachment A. This Report shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work, in addition to any other information requested by FDEM.

b. The Close-Out Report is due thirty (30) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever occurs first.

c. If all required deliverables, reports, and copies are not sent to FDEM or are not completed in a manner acceptable to FDEM, FDEM may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to FDEM" means that the work product was completed in accordance with the Budget and Scope of Work.

d. The Recipient shall provide additional program updates or information that may be required by FDEM.

e. The Recipient shall provide additional reports and information identified in Attachment A.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the Close-Out Report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by FDEM staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDEM. In the event FDEM determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by FDEM to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, FDEM will monitor the performance and financial management by the Recipient throughout the period of the agreement to ensure timely completion of all tasks.

(13) 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 FDEM 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 FDEM but is an independent contractor.

b. Any Recipient which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against FDEM, 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 party 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 this Agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of FDEM to make further payment of funds shall, if FDEM elects, terminate and FDEM has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, FDEM 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 FDEM 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 FDEM 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 FDEM.

c. If any reports required by this Agreement have not been submitted to FDEM 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.

(15) REMEDIES

If an Event of Default occurs, then FDEM shall, after thirty (30) days 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 Mail™ or Certified Mail®, Return Receipt Requested, to the address in Paragraph (2) CONTACT 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 FDEM 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 FDEM for the amount of 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 FDEM from pursuing any other remedies in this Agreement or provided at law or in equity. If FDEM 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 FDEM, or affect the later exercise of the same right or remedy by FDEM for any other default by the Recipient.

(16) TERMINATION

a. FDEM 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. FDEM 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) 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 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 FDEM because of any breach of this Agreement by the Recipient. FDEM 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 FDEM from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to FDEM 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 FDEM 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 Close-Out Report the subcontractor's progress and completion of its tasks and work performance under this Agreement.

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

(18) ATTACHMENTS

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 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Justification of Advance Payment
Attachment E – Warranties and Representations
Attachment F – Certification Regarding Debarment
Attachment G – Financial Invoice Form
Attachment H – 302 Facility List
Attachment I – Close-Out Reporting Form
Attachment J – Hazards Analysis Guidance and Information
Attachment K – Hazard Analysis Site Visit (SV) Certification Form
Attachment L – Statement of Determination (SOD) Form
Attachment M – HA Deliverable Review and Comment Form

(19) 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 Attachment D. Attachment D 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 fixed price basis as needed.

b. Invoices shall be submitted in accordance with Attachment G and shall include the supporting documentation for the project or services. The Final Invoice shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of timely invoices per deliverable due date shall be submitted to FDEM Grant Manager as referenced in Paragraph (11) 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 8 of this Agreement, all obligations on the part of FDEM to make any further payment of funds shall terminate, and the Recipient shall submit its Close-Out Report within thirty (30) days of receiving notice from FDEM.

(20) REPAYMENTS

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

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

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

(21) MANDATED CONDITIONS

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 FDEM request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of FDEM and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of FDEM 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 FDEM under the terms of this Agreement shall survive the term of this Agreement.

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

e. 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.

f. 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.

g. Any Recipient which is not a local government or State agency, and which receives funds under this Agreement from the State 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, State, or local department or agency.

ii. Have not, within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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 (21)(g)(ii) of this certification; and

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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.

In addition, the Recipient shall send to FDEM (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment F) for each intended subcontractor that Recipient plans to fund under this Agreement. The Form must be received by FDEM before the Recipient enters into a contract with any subcontractor.

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

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. FDEM 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.

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

m. 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)(1)(A)(iv) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. FDEM shall consider the employment by any contractor of unauthorized aliens a violation of Section 1324(a)(1)(A)(iv) of the INA. Such violation by the Recipient of the employment provisions contained in Section 1324(a)(1)(A)(iv) of the INA shall be grounds for unilateral cancellation of this Agreement by FDEM.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of State financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. 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 subdivision granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. FDEM 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.

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

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 FDEM 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.

(23) 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 FDEM 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 FDEM. 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. FDEM 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. FDEM 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.

(24) LEGAL AUTHORIZATION

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.

(25) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Signature: _____

Name and title: Arlene Tuck, Chair

Date: _____

Include a copy of the Delegation of Authority for the Signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Signature: _____

Name and Title: Kevin Guthrie as Executive Director, or Ian Guidicelli as Authorized Designee

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title: **Emergency Management Projects**

Catalog of State Financial Assistance Number: **31.067**

Award Amount: **$1,953.73**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. CAMEO Data Manager Hazardous Analysis (HA) updates for critical planning data required under Emergency Planning and Community Right-to-Know Act (EPCRA)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances
4. E-Plan - Emergency Response Information System Tier II electronic Reporting online **https://tier2.erplan.net/onlinefiling/filingLogin.htm**

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A
Budget and Scope of Work

Budget

1. First Payment (40% of Contract Amount)	$781.49
2. Second Payment (40% of Contract Amount)	$781.49
3. Final Payment (20% of Contract Amount)	$390.75
TOTAL AMOUNT	$1,953.73

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right-to-Know Act (EPCRA). At the State level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Executive Director of the Florida Division of Emergency Management, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for State and Federal hazardous materials (HazMat) programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the State. Currently, SERC membership consists of Governor appointed individuals who represent the interests of State and local government, emergency services, industry. and the environment.

A portion of EPCRA is the requirement to perform Hazards Analyses (HA) of chemical facilities with Extremely Hazardous Substances (EHS). FDEM has provided the HA Grant Program to ensure this requirement is met by providing assistance to grant recipients. This requirement falls on the Local Emergency Planning Committees (LEPCs) which were created by EPCRA, however in addition to LEPCs, FDEM offers the grant to Florida Counties who wish to perform their own HAs due to Florida's Home Rule status.

The Grant Recipient will provide completed and approved HA data to local LEPCs and first responders to enhance information flow and enhance the safety of responders to an emergency which includes a facility with EHS chemicals.

The Recipient shall conduct Hazards Analyses (HA) on-site visits for 50% of the facilities listed in Attachment H which have reported to the SERC the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, chapter 252, Part II.

Requirements

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County or Counties listed on Attachment H that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.

B. The completed Hazards Analysis (HA) shall comply with the guidance documents listed below, unless otherwise stated by FDEM's HA Grant Manager. The primary guidance document is the Attachment J Hazards Analysis Guidance and Information. Other guidance documents are the HA How- To Guidance Document created by the SERC's HA Working Group, CAMEO Data Manager Help Files, and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances.

C. Consult the Tier II Report in E-Plan prior to any on-site visits. Compare the E-Plan Tier II Report with information in CAMEO Data Manger files. Discuss any discrepancies with Facility Representatives during the on-site visit.

D. Conduct an on-site visit at each Attachment H facility to ensure accuracy of the Hazards Analysis. Each applicable facility's Hazards Analysis (HA) information shall be entered using the new CAMEO Data Manager. CAMEO Data Manager software can be download from the U.S. Environmental Protection Agency's website at https://www.epa.gov/cameo/cameo-data-manager-software**.**

E. Undiscovered Facilities – if the subrecipient discovers a facility not currently listed on the Attachment H that they expect may have EHS in quantities above the THQ, they should communicate with FDEM's HA Grant Manager to add the facility to Attachment H and determine replacing a current facility from Attachment H with the newly discovered facility. The subrecipient can determine which facility to conduct the Site Visit.

F. Battery Facilities – If a facility on Attachment H only has EHS in the form of batteries, the subrecipient may either A) complete the Site Visit and notate that this facility only has EHS in the form of batteries or B) replacement the facility on Attachment H with another facility for a Site Visit.

G. Deliverables – See Deliverables. All Deliverables shall be submitted through FDEM's Salesforce portal, DEMES.

H. Financial Activities – See Deliverables. All financial activity requests (invoices) shall be submitted through FDEM's Salesforce portal, DEMES.

Deliverables

Subject to the funding limitations of this Agreement, FDEM shall reimburse the Recipient for successful completion of the deliverable task(s) required by this Agreement.

Deliverable	Requirement	Due Date	Price	Financial Consequences
1	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, Attachment G Financial Invoice Form, Attachment K Forms, and Attachment L Forms (*when applicable*) to DEMES Deliverable object and submit for approval. • FDEM's Grant Manager can use Attachment M HA Deliverable Review and Comment Form to provide feedback if a deliverable needs correction	November 30, 2025	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
2	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, Attachment G Financial Invoice Form, Attachment K Forms, and Attachment L Forms (*when applicable*) to DEMES Deliverable object and submit for approval. • FDEM's Grant Manager can use Attachment M HA Deliverable Review and Comment Form to provide feedback if a deliverable needs correction	March 31, 2026	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
3	• Provide completed Hazards Analysis (HA) (CAMEO Data Manager zip file) to the Local Emergency Planning Committee (LEPC) *(if applicable*) and provide FDEM with notification of transmittal. • Notify first responders and Attachment H facilities of the availability of HA information and provide the FDEM Grant Manager with the notification of transmittal. • Upload the final "*approved*" CAMEO Data Manager zip file into DEMES. Use naming convention (County name, Final HA, Year).	May 31, 2026	20% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
	• Upload completed Attachment I Close-Out Report Form to DEMES.	30 days following contract completion		

Deliverables shall be submitted to FDEM's DEMES platform on the Deliverable object. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion.

FDEM's Grant Manager can use Attachment M via the DEMES Deliverables object to provide review and comments of the deliverable submission while deliverable is undergoing review.

Following review and approval of the deliverable by FDEM's assigned Grant Manager, the Recipient shall submit an invoice request on FDEM's DEMES Platform on the Financial Activity object. In the Financial Activity, the Recipient shall attach their approved deliverable in the "Deliverable" field, and the completed Attachment G – Financial Invoice Form.

Note that to receive payment, all Financial Activities must be submitted and approved by FDEM by the end of the first September following the end of the period of performance.

Instructions for utilizing DEMES will be provided as a DEMES External User Guide.

Financial Consequences

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and/or
- Payment will be reduced by $110.00 per facility with incorrect or incomplete CAMEO Data Manager files.

Failure to submit deliverables by their due date shall result in the following penalty:

There will be a 30-day grace period to turn in deliverables after their due date. Following this 30-day grace period, the deliverable payment amounts due to the Recipient will be reduced by 25%. Subsequent 25% reductions will take effect thirty (30) days after the previous reduction.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task and/or complete a deliverable required by this Agreement, then the Recipient shall notify FDEM immediately. If FDEM agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then FDEM will consider waiving the imposition of a financial consequence.

Attachment B

Program Statutes and Regulations

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA Title III).

2. Florida Emergency Planning and Community Right-to-Know Act, chapter 252, Part II, Florida Statutes.

Attachment C

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. 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.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. 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.

4. 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.

5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify FDEM 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.

6. 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.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

8. 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.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

SUB-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 (List Applicable Cost Category)	2024-2025 Anticipated Budget Category Expenditures for Advance Payment Request
TOTAL ANTICIPATED EXPENSES:	$0.00

BUDGET CATEGORY & COST JUSTIFICATION: **For each Budget Category and cost, 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 Agreement's Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (*as applicable*) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.**

Attachment E

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 allowable 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

All procurement transactions shall be done in a manner to provide open and free competition. The 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. 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. 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. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. 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. 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. 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.

Licensing and Permitting

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

Attachment F

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 are 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: _____ _____

Recipient's Signature ***Recipient's Printed Name***

_____ _____

Name and Title ***FDEM Agreement Number***

_____ _____

Street Address ***Project Number (if applicable)***

_____

City, State, Zip

_____

Date

Attachment G

Financial Invoice Form

2025-2026 Hazard Analysis Grant Agreement

Recipient:	
Grant Agreement#:	

Deliverable & Invoice Amounts

#	Minimum Performance Requirements	Budget amount per Deliverable		Amount requested by Sub-Recipient
1	No later than December 1, 2025, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	**$2.00**	
2	No later than April 1, 2026, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	**$1.00**	
3	No later than June 1, 2026, provide a copy of the ***"approved"*** CAMEO Data Manager file to the LEPC, notify first responders and Attachment H facilities of the availability of HA information, and provide FDEM with the notifications of transmittals.	**20% of HA Agreement Amount**	**$1.00**	
			Total Requested:	**$0.00**

I certify to the best of my knowledge and belief the billed costs are in accordance with the Terms and Conditions of the Hazards Analysis Agreement.

_____

Printed Name and Title

_____ _____

Recipient Signature ***Date***

Attachment H

SECTION 302 HA FACILITY LIST

This is your Counties' entire Section 302 Extremely Hazardous Substances (EHSs) List obtained from E-Plan. Select 50% of the highest risk facilities to inspect this grant year. If you become aware or know of a chemical facility near a school, large residential apartment complex, or other high-risk areas, put that facility on your list to inspect. Try to select facilities that pose a greater risk based upon the chemicals present, the chemicals' amounts, previous releases, etc.

This year's Section 302 EHS HA data was extracted from E-Plan in May 2025. If you know of facilities that you believe still have chemicals on-site from recent site visits or from other historical data you have on file that should be reporting, but are not on this list:

- Contact the facility directly and ask them to report if possible.
- Contact FDEM staff listed below so that the facility can be added to FDEM's Potential Non-Filer List.
- Wendy.Reynolds@em.myflorida.com
- Robert.Dietrich@em.myflorida.com

- **Remember: Complete only 50% of your entire Section 302 EHS List this grant year.**
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 1***
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO THE FACILITIES ATTACHMENT LIST SENT VIA EMAIL WHICH SERVES AS THE BASIS FOR THIS ATTACHMENT.

Attachment I

Close-Out Report Form

2025-2026 Hazard Analysis Grant Agreement

This form should be completed and submitted to FDEM no later than thirty (30) days after termination date of the Agreement.

SUB-RECIPIENT: _____

Grant Agreement #: _____

For Each Deliverable, Enter the Award Amount from Attachment A - Budget and Scope of Work.

Cost Category	*HA Agreement Deliverable Amounts*	*Date or Quarter Completed*	*Total Amount Paid Per Deliverable*
Deliverable 1	**$2.00**		
Deliverable 2	**$1.00**		
Deliverable 3	**$1.00**		
		Total Paid for Completed Deliverables:	**$ 0.00**

HA Agreement Amount:	**$ 4.00**
Amount Previously Paid:	**$ 0.00**
Unused Balance:	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the Terms and Conditions of the State-Funded Hazards Analysis Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise as proscribed by law.

_____

Recipient Printed Name & Title

_____ _____

Recipient Signature ***Date Signed***

_____ _____

FDEM Grant Manager Signature ***Date Signed***

Attachment J
2025-2026 Hazard Analysis Checklist
(All HA's must include the following items at minimum.)

Facility Field Information	
☐	Facility Name {per current facility list }
☐	Department field is where the SERC number goes. {**Do not add the SERC acronym just the number**}
☐	Enter the current Tier II report year
☐	Facility Physical Address
☐	Latitude and Longitude in Decimal Degrees {ex. 30.197, -84.3621}
☐	Facility Phone Number
☐	Facility Emergency Coordinator Name, Title, and 24-hour Emergency Phone Number
☐	Transportation Route(s) {From County Line to the Facility}
☐	Evacuation Route(s) to exit the Vulnerable Zone
☐	Historical Accident Record {If none, please note}
☐	**Facility Maximum Occupancy {a minimum of one is required for unmanned facilities}**
☐	Facility Page (**ID and Regs**) (Mark correct 112(r) and Section 302 check boxes, max occupancy, facility manned or unmanned)
Hazard Identification (Chemical in Inventory Field Section) (for each Extremely Hazardous Substance on site)	
☐	**Update Chemical in Inventory section for each Extremely Hazardous Substance Present over the TPQ**
☐	**Enter** Chemical Abstract Service (CAS) **Number and Proper Chemical Name**
☐	Type/Design, Pressure, and Temperature of Container(s) cylinder, battery, ambient etc. **(Chemical in Inventory Location field)**
☐	Physical State in Storage {ex. mixture, pure, liquid, gas} **(Chemical in Inventory Physical State and Quantity field)**
☐	Enter max daily, average daily amount in **lbs. (Chemical in Inventory Physical State and Quantity field)**
☐	Enter storage location amounts and locations. Max daily chemical amount should equal the sum of all storage locations. Enter amount in Largest Container or Interconnected Containers {this is the amount to be used in the scenario release}
☐	Nature of the Hazard - Physical and Health check boxes {ex. acute, chronic, fire, pressure, etc.} (**Chemical in Inventory field)**
Vulnerability Analysis (Scenario Fields accessible from each individual EHS Chemical)	
☐	Enter maximum amount in largest container or interconnected containers in the Amount Released field **(Scenario)** (This amount must be the same as the Chemical in Inventory field **Maximum amount in largest container amount**)
☐	Enter the concentration percentage in the Concentration field **(Scenario Description field)**
☐	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) **(Scenario Description field)**
☐	Determine the natural Physical State of each chemical (If you don't know it's often specified in Cameo Chemicals add on module) and enter it into the Scenario Physical description field.)
☐	Weather Information - Use the weather default settings or enter average wind speed (do not enter a value in the Wind from field) Urban or Forest is recommended in the Ground Roughness field. **(Scenario Description field.)**
☐	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring {based upon release history etc.} **(Scenario Description field)**
☐	Extent of Vulnerable Zone {CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used} **(Scenario Description field)**
☐	Enter estimate of Total Exposed Population **(Notes area in Scenario)**
☐	Enter Critical Facilities {name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities} **(Notes area in Scenario)**
On-Site Visits, Statements of Determination, and Site Plans (For each Facility within Agreement Period of Performance.)	
☐	Site Visit Certification Form **(Upload to attachment section on main Facility Field.)**(file name must contain at minimum the SERC number, SV and date.
☐	Statement of Determination (SOD) if applicable (Upload to Attachment Section on main Facility Field) {file name must contain at minimum SERC number and proper acronym SOD and date.
☐	Site Plan (SP) **(Upload to Attachment Section on on main Facility Field.)** {file name must contain at minimum the SERC acronym SP – if SERC number and date. (additional info encouraged but not required.}
☐	Sufficient Detail to Identify: North Arrow
☐	Location of Major Buildings
☐	Name and Location of Extremely Hazardous Substance(s) (if Extremely Hazardous Substances are co-located, noting EHS is acceptable)
☐	Name and Location of Street(s)) (list the street the facility is on and at a minimum one cross street)
☐	Identify Pertinent Access and Egress Points and other features pertinent to Emergency Response

Attachment K

Hazards Analysis Site Visit (SV) Certification Form
2025-2026 Hazards Analysis Grant

FACILITY NAME

STREET ADDRESS, CITY & ZIP CODE

COUNTY

SERC ID #

NAME OF FACILITY REPRESENTATIVE

FACILITY REPRESENTATIVE SIGNATURE

DATE SIGNED

SITE VISIT PERFORMED BY

SITE VISIT DATE

SIGNATURE

The Individuals signing above certify that a Hazards Analysis Site Visit was conducted on the date listed above.

NOTES

☐ Check if facility representative was informed about using E-Plan for EPCRA Tier II on-line filing.
(https://erplan.net/eplan/login.htm)

Attachment L

Statement of Determination

(Check Only One)

☐ **Exempt from Reporting for Filing Year _____**
***Due to chemicals being under threshold for the filing year**

☐ **Deregister Facility**
***Facility closed and all chemicals removed**
***Facility open and all chemicals removed**
***Chemicals permanently reduce to below threshold**

☐ **Facility/Chemical Status Change**
***Facility Sold**
***One or more chemicals removed, other substances remain above threshold**

Facility Name:				
Street:		**City:**		**Zip:**
LEPC:		**County:**	**SERC ID or Access ID:**	
SECTIONS 302 - 303	☐	**Extremely Hazardous Substances (EHSs) <u>WERE</u>** present only in amounts less than established Threshold Planning Quantities (TPQs) ***as of this date:***		
	☐	**<u>NO</u> EHSs were** present on-site during the current filing year. ***ALL** EHSs **were removed as of this date:***		
SECTIONS 311 - 312	☐	**Hazardous Substances (HSs)/EHSs WERE** present only in amounts below established Threshold Planning Quantities (TPQs) ***as of this date:***		
	☐	**<u>NO</u> Hazardous Substances (HSs)/EHSs WERE** present on-site during the current filing year. List the ***date ALL HSs/EHSs were removed:***		
STATUS CHANGE	☐	**Closed Facility:** ☐ **YES** ☐ **NO**	**Chemicals Removed:** ☐ **YES** ☐ **NO**	**Chemicals Permanently Below TPQ:** ☐ **YES** ☐ **NO**	**Date Effective:**

Further Explanation (ex: facility sold with date, name and CAS Number of chemical removed/reduced chemical, etc.):

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this page, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate and complete.

_____
Name and Official Title of Owner / Operator OR Owner / Operator's Authorized Representative

_____ _____
Signature Date Signed

Form Updated 4/9/2025

HMP-13-00

Attachment M HA Deliverable Review and Comment Form
25-26 HA Grant Agreement

LEPC/COUNTY NAME:	**GRANT #**	**DATE**
CONTACT'S NAME:	**PHONE #**	**Approved:**
FDEM GRANT MANAGER: Marvin Kalms	**PHONE #** 448-215-9582	**Rejected:**

DELIVERABLE 1

#	SERC #	NAME OF FACILITY	*SV DATE	SOD DATE	LEPC/COUNTY COMMENTS	FDEM REVIEW & COMMENTS	APPROVED
1							☐
2							☐
3							☐
4							☐
5							☐
6							☐
7							☐
8							☐
9							☐

**Site Visit (SV)*

Attachment M HA Deliverable Review and Comment Form 25-26 HA Grant Agreement							
#	SERC #	NAME OF FACILITY	*SV DATE	SOD DATE	LEPC/COUNTY COMMENTS	FDEM REVIEW & COMMENTS	APPROVED
10							☐
11							☐
12							☐
13							☐
14							☐
15							☐
16							☐
17							☐
18							☐
19							☐
20							☐
21							☐
** Site Visit (SV)*							

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-096 for additional funding for the EOC Warehouse building.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-096 for additional funding for the EOC Warehouse building.

FISCAL IMPACT

The fiscal impact is $60,000 from Fund 151 (Infrastructure Surtax) cost center 9990B (Budgetary Expenditures AC/151), account 59900 (Reserve for Contingency) to Project 23085 (EOC Warehouse Building), cost center 3991A (Emergency Management), account 56200Z (Project Buildings).

Attachments: 24-25-096 Proj 23085 EOC Warehouse Bldg Add'l Funding (BA).pdf
Attachments: Statement of Issue.pdf
Attachments: 24-25-096 Proj 23085 EOC Warehouse Bldg Add'l Funding (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
July 18, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/14/2025** SUBMITTED BY: **Tiffany Gunn**

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

PROJECT(S) #: **23085** PROJECT TITLE(S): **EOC Warehouse Building** COST CENTER TITLE(S): **Emergency Management 151 / Budgetary Expenditure AC/151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**9990B**	**59900**	**Reserve for Contingency**		**165,225.05**		**60,000.00**	**105,225.05**
E	**151**	**3991A**	**56200Z**	**Project Buildings**	**23085**	**270,000.00**	**60,000.00**		**330,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer Reserve for Contingency funds to Project 23085 due to additional costs for a concrete foundation/floor.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-096**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

Statement of Issue

The original budget allocation for the Emergency Operations Center (EOC) warehouse building was insufficient to cover the full scope of work. Capital Projects has determined the proper budget this project. The request for additional funds will aide in the construction of the concrete pad, electrical work, temperature control, and the installation of the pre-engieered metal building.

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

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$250,000.00**	
06/17/25	06/17/25	24-25-081	($20,000.00)	$230,000.00	To provide add'l funding to Proj 23085 EOC Warehouse Bldg concrete slab.
6/17/2025	6/17/2025	24-25-080	($64,774.95)	$165,225.05	To provide add'l funding to Proj 22030 R&B Main Building Expansion
08/05/25		24-25-096	($60,000.00)	$105,225.05	To provide add'l funding to Proj 23085 EOC Warehouse Building
REVISED TOTAL:				**$105,225.05**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Corey Amundsen, Division Chief**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-128 for Budget Amendment 24-25-098 for the Emergency Management Preparedness Assistance grant (EMPA).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-128 for Budget Amendment 24-25-098 for the Emergency Management Preparedness Assistance grant (EMPA).

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $105,806 from the EMPA grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).

Attachments: 24-25-098R Proj 24052 EMPA Grant FY25-26 (Resolution).pdf
Attachments: 24-25-098 Proj 24052 EMPA Grant FY25-26 (BA).pdf
Attachments: Statement of Issue.pdf

RESOLUTION NO. 24-25-128

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-098 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-098 is hereby approved and authorized to appropriate State Grant awarded funding for Emergency Management Preparedness Assistance Grant FY25-26 (EMPA) to Project #24052 for FY25/26. The fiscal impact is an increase in the amount of $105,806.00.

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 5th day of August, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairpwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
July 18, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/8/2025** SUBMITTED BY: **Corey Amundsen**

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

PROJECT(S) #: **24052** PROJECT TITLE(S): **EMPA FY25-26** COST CENTER TITLE(S): **Emergency Management**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3342500Z	Project Emerg Mgt Prepare	24052	0.00	105,806.00		105,806.00
E	005	3991	51200Z	Project Regular Salaries	24052	0.00	105,806.00		105,806.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up FY25-26 Emergency Management Preparedness and Assistance Base Grant for reimbursement to expenses to enhance Emergency Management into Project 24052.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-098**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

The Hazard Analysis Grant is an annual award in the amount of $1,953.73. It provides funding to support Emergency Management personnel in conducting inspections of facilities that store or handle hazardous materials.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Corey Amundsen, Division Chief**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-127 for Budget Amendment 24-25-097 for the 2025-2026 Hazard Analysis Grant (HA Grant).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-127 for Budget Amendment 24-25-097 for the 2025-2026 Hazard Analysis Grant (HA Grant).

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $1,953.73 from the Hazard Analysis grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).

Attachments: Statement of Issue.pdf
Attachments: 24-25-097R Proj 24051 Hazard Analysis Grant 25-26 (Resolution).pdf
Attachments: 24-25-097 Proj 24051 Hazard Analysis Grant 25-26 (BA).pdf

The Hazard Analysis Grant is an annual award in the amount of $1,953.73. It provides funding to support Emergency Management personnel in conducting inspections of facilities that store or handle hazardous materials.

RESOLUTION NO. 24-25-127

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-097 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-097 is hereby approved and authorized to appropriate State Grant awarded funding for Hazard Analysis Grant (HA Grant) to Project #24051 for FY25/26. The fiscal impact is an increase in the amount of $1,953.73.

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 5th day of August, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
July 18, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/8/2025** SUBMITTED BY: **Corey Amundsen**

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

PROJECT(S) #: **24051** PROJECT TITLE(S): **Hazard Analysis Grant 25-26** COST CENTER TITLE(S): **Emergency Management**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3342300Z**	**Proj Haz Materials Plan**	**24051**	**0.00**	**1,953.73**		**1,953.73**
E	**005**	**3991**	**51200Z**	**Project Regular Salaries**	**24051**	**0.00**	**1,953.73**		**1,953.73**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate Hazard Analysis Grant 25-26 (Project 24051) to be used for EOC staff salaries.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-097**

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

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Corey Amundsen, Division Chief**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-131 for the Local Mitigation Strategy Plan 5-year update.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-131 for the Local Mitigation Strategy Plan 5-year update.

FISCAL IMPACT

No fiscal impact.

Attachments: STATEMENT OF ISSUE - LMS Plan.pdf
Attachments: FDEM Approval Letter LMS Plan 2025.pdf
Attachments: Resolution adoption of local mitigation strategy.SGS.pdf

STATEMENT OF ISSUE

The Local Mitigation Strategy (LMS) Plan has been successfully updated to ensure continued compliance with federal requirements and maintain eligibility for FEMA Hazard Mitigation Assistance programs, as required every five years. Key issues addressed in this update included emerging hazards and climate considerations, community growth and development changes, enhanced stakeholder engagement, and alignment with current FEMA guidance and regulatory requirements. This plan is exempt from Public Records F.S. 119.071(3)(a) - Security and Firesafety Systems.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Executive Director

June 30, 2025

Corey Amundsen, Director
Highlands Emergency Management
6850 West George Boulevard
Sebring, Florida 33875

Re: Highlands County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Amundsen,

This is to confirm that we have completed a State review of the Highlands County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Highlands County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Highlands County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Highlands County, Unincorporated
Highlands County School Board
City of Avon Park
Town of Lake Placid
City of Sebring
Sebring Airport Authority
Spring Lake Improvement District
Ridge Area Arc
South Florida State College
Sun'n Lakes Improvement District

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Highlands County LMS.

We look forward to a review of your final draft soon. Please contact your LMS Liaison Mitchell Budihas at mitchell.budihas@em.myflorida.com or 850-524-4195 as soon as possible to discuss this urgent matter.

Respectfully,

Kristin Lentz Digitally signed by Kristin Lentz Date: 2025.07.06 14:41:53 -04'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/mb

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

RESOLUTION NO. 24-25-131

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE HIGHLANDS COUNTY LOCAL MITIGATION STRATEGY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR RESOLUTION; PROVIDING FOR ADOPTION OF THE HIGHLANDS COUNTY LOCAL MITIGATION STATEGY; 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 is vulnerable to both natural and man-made disasters; and

WHEREAS, Highlands County understands the need to reduce the cost of disasters, reduce the recovery time after a disaster and prevent or mitigate the impact of disasters on County residents; and

WHEREAS, on June 16, 2020, Highlands County adopted Resolution No.: 19-20-101, approving the Highlands County Local Mitigation Strategy; and

WHEREAS, the County's Local Mitigation Strategy represents a unified countywide strategy for maintaining a more disaster-resistant community; and

WHEREAS, the County has determined that in the best interest of the citizens of and visitors to Highlands County, for the County to update its Local Mitigation Strategy; and

WHEREAS, the updated Local Mitigation Strategy has been prepared in accordance with 44 CFR 201.6 and Florida Statutes, Chapter 252.

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. Repeal of Prior Resolution. Resolution No.: 19-20-101, adopting the Highlands County Local Mitigation Strategy is hereby repealed in its entirety and the Local Mitigation Strategy adopted thereby shall have no further force of effect.

SECTION 3. Adoption of the Highlands County Local Mitigation Strategy. Highlands County hereby adopts the updated Local Mitigation Strategy attached hereto as **Exhibit "A"**.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the updated Local Mitigation Strategy, 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, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution and all prior adopted Equal Employment Opportunity Plans are hereby repealed.

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

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

PASSED AND ADOPTED this 5th day of August, 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT "A"
Highlands County Local Mitigation Strategy

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request to approve the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) Amendment 3 for the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the FDEP Amendment 3 associated with the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan Agreement SW280230.

FISCAL IMPACT

No fiscal impact since the Amendment #2 only reassigns the oversight and management of the Loan.

Attachments: Highlands County WW280230 A3.pdf
Attachments: 1354-2024 Statement of Issue.pdf

STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT WW280230
HIGHLANDS COUNTY

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and HIGHLANDS COUNTY, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW280230, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete planning; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Section 8.12 of the Agreement is deleted and replaced as follows:

8.12. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

2. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(f) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. RESERVED

3. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on August 15, 2026, and semiannually thereafter on February 15 and August 15 of each year until all amounts due under the Agreement have been fully paid.

4. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Planning is scheduled for February 15, 2026.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2026.

(4) The first Semiannual Loan Payment in the amount of $44,625 shall be due August 15, 2026.

5. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 3 to Loan Agreement WW280230 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
HIGHLANDS COUNTY

_____
Chairperson

Attest: Approved as to form and legal sufficiency:

_____ _____
County Clerk County Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

1354-2024 STATEMENT OF ISSUE

On April 5, 2022, The HCBCC approved receipt of a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan Agreement SW280230 in the amount of $1,750,000. On February 21, 2023, HCBCC approved Professional Services Agreements with Geoysntec Consultants Inc. (fee $542,516.00) Kimley-Horn and Associates (KHA) (fee of $805,430.00) for Water Quality and Drainage Studies

Amendment #1 was approved by the Board on February 21, 2024. That Amendment transferred the oversight and management of the loan from the Florida Water Pollution Control Financing Corporation to FDEP.

FDEP has developed amendment 3 to Loan Agreement SW280230 associated with loan repayment activities to be rescheduled to give the Local Government additional time to complete the planning study. In addition, certain provisions of the Agreement needed revisions and provisions need to be added to the Agreement due to Federal requirements.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request approval of the agreement with Florida Office of the State Courts Administrator and Highlands County.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the agreement with Florida Office of the State Courts Administrator and Highlands County.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General), Cost Center 1031 (State Court Facilities), Account 3348900Z (Project Other Court Related Grant), Project 22044 (Courthouse Facade) in the amount of $285,331.42.

Attachments: Statement of Issue 8-5-25 Meeting.pdf
Attachments: OSCA Reimbursement Agreement.pdf

This settlement agreement between the Highlands County Board of County Commissioners (HCBCC) and the Office of the State Courts Administrator (OSCA) is to reimburse HCBCC for the Courthouse Façade Repairs project completed in 2024. The project was completed while the Highlands County Courthouse Improvement Project (CIP) was not yet fully executed between both parties, nonetheless, this agreement will allow the project to be reimbursed as part of the CIP. The total to be reimbursed to HCBCC for the project is $285,331.42.

SETTLEMENT AGREEMENT
BETWEEN
THE OFFICE OF THE STATE COURTS ADMINISTRATOR
AND
HIGHLANDS COUNTY

THIS SETTLEMENT AGREEMENT between the Office of the State Courts Administrator (herein after referred to as the "OSCA") and Highlands County (hereinafter referred to as the "Recipient") is to reimburse Highlands County for expenses incurred by Highlands County for the Highlands County Courthouse Improvement Project (CIP) between July 1, 2024, and March 9, 2025, without an active agreement between the parties.

The Florida Legislature appropriated $175,000.00 in Chapter 2024-231, Section 7, Line 3289A as non-recurring general revenue, and $500,000.00 in Chapter 2024-231, Section 7, Line 3289B as Fixed Capital Outlay (FCO), as grant-in-aid to the Recipient to be used to fund improvements to the Highlands County Courthouse building, as well as administrative costs to oversee and administer the project.

The parties began actively working on drafting a State Financial Assistance Agreement (SFA) in 2024, however, the process was delayed due to the urgent recovery efforts from damages caused by hurricanes Helene and Milton.

The Recipient, urgently needing to address worsening water leaks and moisture content retainage inside the facility, paid for building sealant, patching, and repair services necessary to reduce moisture content inside the facility, and the Recipient submitted to the OSCA a reimbursement request in the amount of $285,331.42 for these services in 2025. Unfortunately, the services were performed before the Parties had executed SFA No. SC00DTJ on March 10, 2025, resulting in the services being performed without a valid contract in place. The OSCA wishes to uphold the intent of the Legislature by reimbursing the Recipient for the expenses that would have otherwise been reimbursable under the state financial assistance agreement had it been in place on July 1, 2024. Copies of the Contract and invoices are attached for reference.

The Recipient paid for these expenses in support of the courthouse improvement project in good faith, has met all requirements of the OSCA, has submitted invoices in accordance with Chapter 215, Florida Statutes, for the payment of $285,331.42 for these services, and has a colorable claim in support of their request for payment.

THE PARTIES AGREE that:

1. Upon receipt of payment, as provided herein, the Recipient, for and on behalf of its attorneys, agents, assigns, heirs, executors and administrators, does hereby and forever discharge the State of Florida, the Office of the State Courts Administrator, and its agents, employees representatives, and attorneys, of all claims, demands, actions, causes of action, suits,

damages, losses and expenses, of any and every nature whatsoever, arising out of and in any way related to this this Settlement Agreement in any court, by or on behalf of the Recipient.

2. The OSCA agrees to submit to the Chief Financial Officer of the State of Florida, the invoice in the amount of $285,331.42 along with any necessary documentation for payment of two hundred eighty-five thousand three hundred thirty-one dollars and forty-two cents ($285,331.42). This payment will be in full and complete satisfaction of any and all fees and costs associated with the expenses incurred from July 1, 2024, through March 9, 2025, and any and all claims and invoices associated attached, and any other written or verbal supplementation, including all interest, costs and fees associated with the claims and claims the Recipient has or may have for the expenses incurred.
3. This Settlement Agreement is contingent upon proper approval of the Chief Financial Officer of the State of Florida. Until such approval is received, the OSCA has no obligation to make any payments.
4. The Parties further agree, as evidenced by their signatures and lawful executions below, that this Agreement is binding on the Parties, their heirs-at-law, and their assigns and successors in interest.
5. All terms and conditions of this Settlement Agreement as fully set forth in this document, along with its attachments, and no other material terms to this settlement exist outside of this document.
6. This Settlement Agreement, and the invoices attached, constitute the complete understanding of the parties.

IN WITNESS THEREOF, the parties hereto have caused this two (2) page Agreement, along with its attachments, to be executed by their undersigned officials as duly authorized.

HIGHLANDS COUNTY

SIGNED BY: _____

NAME: **Arlene Tuck**
TITLE: **Chairwoman**
DATE: _____

MFMP Vendor # **F596000655058**
FEIN **59-6000655**

OFFICE OF THE STATE COURTS ADMINISTRATOR

SIGNED BY: _____

NAME: **Eric Maclure**
TITLE: **State Courts Administrator**
DATE: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 25-26 and accompanying Resolution 24-25-133.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve and execute Exhibit "A" – FY 25/26 FDOT work order for the State Highway Lighting, Maintenance, and Compensation Agreement, Contract #ASH11, between Highlands County and the State of Florida Department of Transportation along with the accompanying resolution 24-25-133.

FISCAL IMPACT

Upon approval of the agreement, the County will receive $262,656.95 in Fund 110 (Transportation Trust) as compensation for maintaining streetlights for the State Highways for the FDOT Fiscal Year 25/26 which will be budgeted in the FY 25/26 budget.

Attachments: ASH11 Highlands Lighting WO and Exhibit A 2526.pdf
Attachments: Agenda Item Statement of Issue - Board Meeting 5-20-25 Exhibit A- FY 25-26 Highwy Lighting.pdf
Attachments: Res. 24-25-133 .FDOT Project 412579-1-78-02 FY 25-26.pdf

STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT
WORK ORDER

Contract Number: **ASH11**
Maintaining Agency: **Highlands County**
Financial Project No: **412579-1-78-02**
Fiscal Year: **2025-2026**

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **25/26** for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on **June 24, 2020**.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2025, and ending June 30, 2026, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of **$262,656.95**. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature): _____ Date: _____

Printed Name: _____ Title: _____

Attest: _____ Approved as to form: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

EXHIBIT A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2025-2026

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED
2. _____
3. _____
4. _____
5. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $327.92 in fiscal year 2023-2024 shall increase to $337.76 in fiscal year 2024-2025.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%. Example: 1432 (lights) x $327.92 (unit rate) x 100% = $469,581.44

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS			
Standard	582	HPS	$347.89	100.00	$202,471.98
Underdeck		HPS			
Sign		HPS			
High Mast		LED			
Standard	173	LED	$347.89	100.00	$60,184.97
Underdeck		LED			
Sign		LED			

Highway Lighting Maintenance and Compensation Agreement Inventory
EXHIBIT 'A' ATTACHMENT

Agency Name: **HIGHLANDS COUNTY**

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
US 27/SR 25	Highlands	Sun N Lake Blvd	Valerie Blvd & US 27	14	STANDARD	HPS
US 27/SR 25	Highlands	16.000/CR 29	17.000	50	STANDARD	HPS
US 27/SR 25	Highlands	20.000/Lake June Rd	22.000/Tomoka Blvd	48	STANDARD	HPS
US 27/SR 25	Highlands	24.000/US 27	25.000/College Drive	22	STANDARD	HPS
US 27/SR 25	Highlands	25.000/Sebring Lake Blvd	26.000	26	STANDARD	HPS
US 27/SR 25	Highlands	26.000/Twitty Rd	27.000	18	STANDARD	HPS
US 27/SR 25	Highlands	28.000/SR 66/SR 700	28.970/SR 66/SR 700	8	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	0.000/SR 66/SR 700	1.000/George Blvd	7	STANDARD	HPS
US 98/US 27/SR 25/SR 701	Highlands	Lake Jackson & US 27	Sebring Parkway S. to Flare Road	155	STANDARD	LED
US 98/US 27/SR 25/SR 700	Highlands	Sebring Lakes	US 27	46	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	Grand Prix	US 27	42	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	Thunderbird Road	US 27	42	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	9.000/Tanglewood	10.000	64	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	12.000/Robinette Rd	13.000/Marble Ave	22	STANDARD	HPS
US 98/US 27/SR 25/SR 700	Highlands	15.732/CR 17A/Stryker Rd	18.041/County Line Rd	101	STANDARD	HPS
SR 70	Highlands	14.000/SR 25/US 27	15.000/SR 25/US 27	41	STANDARD	HPS
US 98	Highlands	11.000	12.000	4	STANDARD	HPS
SR 66	Highlands	2.000/Before CR 635	4.000/Silver Rd	25	STANDARD	HPS
SR 66	Highlands	7.000/Woodland Creek Trl	8.000/Past Skipper Rd	8	STANDARD	LED
US 27/SR25	Highlands	SHOP 16		2	STANDARD	HPS
SR 17	Highlands	PINE ST		5	STANDARD	LED
SR 17	Highlands	Ridgewood	Sebring Parkway	5	STANDARD	LED
			TOTAL # OF LIGHTS BEING MAINTAINED:	**755**		

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM

Date of action request: August 5, 2025

Presenter: JD Langford, P.E., Assistant County Administrator /

Acting County Engineer

Subject/title: Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 25-26 and accompanying Resolution 24-25-133.

Statement of Issue

Attached is the State Highway Lighting Maintenance and Compensation Agreement, Contract Number ASH11, between Highlands County and the State of Florida Department of Transportation (FDOT), along with the accompanying resolution. This agreement will compensate Highlands County in the amount of $262,656.95 which is 100% of the total amount of compensation of $262,656.95 for the seven hundred fifty-five streetlights (755) maintained by Highlands County on State Highways for the FDOT FY 25/26 as shown on the attached Exhibit "A". The cost per light is $347.89. This is an increase in revenue of $7,648.15 compared to FDOT FY 24/25 amount.

RESOLUTION NO. 24-25-133

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") RELATED TO FINANCIAL PROJECT NO.: 412579-1-78-02; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF WORK ORDER AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FDOT proposes to compensate agencies for maintenance and operation of lighting on the State Highway System; and

WHEREAS, on June 16, 2020, Highlands County originally approved and executed the State Highway Lighting Maintenance and Compensation Agreement between Highlands County and FDOT, FPN: 412579-1-78-02, which was approved by FDOT on June 24, 2020 ("Agreement"); and

WHEREAS, the Agreement requires that prior to each fiscal year, the COUNTY shall submit an amended Exhibit "A" to the Agreement related to the percentage of lighting to be paid for the upcoming fiscal year; and

WHEREAS, Highlands County has determined that it is in the best interest of the citizens of Highlands County for it to approve the Work Order for fiscal year 2025-2026 to the Agreement.

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 Work Order and Authorization to Execute.** State Highway Lighting Maintenance and Compensation Agreement Work Order for fiscal year 2025-2026, related to FDOT Financial Project No.: 412579-1-78-02, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of Highlands County.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the FDOT Highway Lighting Maintenance and Compensation Agreement, Financial Project No.: 412579-1-78-02, 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 _5_ day of ___August_____, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit “A”
Highway Lighting Maintenance and Compensation Agreement
Work Order and Inventory for fiscal year 2025-2026

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Aug 5, 2025**

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-135 for Budget Amendment 24-25-100 to reverse a portion of encumbrances that rolled from FY 23/24 into FY 24/25.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt resolution 24-25-135 for budget amendment 24-25-100 to reverse a portion of encumbrances that rolled from FY 23/24 into FY 24/25.

FISCAL IMPACT

The fiscal impact will be a decrease to the overall budget in the amount of $267,179.43 by reversing a portion of encumbrances that rolled forward from FY 23/24 into FY 24/25. The following funds decreased, and amounts are as follows: Fund 005 General ($47,982.43), Fund 110 Transportation Trust ($39,156.00), Fund 152 Tourist Development Trust ($30,587.20), Fund 181 Fire Assessment ($249.26), and Fund 401 Solid Waste ($149,204.54).

Attachments: Reg.-1357-2024 Statement of Issue_Encumbrances Roll Adjustments.pdf
Attachments: 24-25-100 Encumbrances Roll Adjustments - Non Projects (BA).pdf
Attachments: 24-25-100R Encumbrance Roll Adjustments - Non Projects (Resolution).pdf

Reg.-1357-2024 Statement of Issue

On October 16, 2024, the Clerk of Court's office, as part of the year-end close, rolled forward all encumbrances in the financial system from FY 23/24 into FY 24/25. Subsequently, it was determined that a portion of the encumbrances that rolled were no longer needed due to expenditures being moved back into FY23/24. This budget amendment is removing funds in the FY 24/25 budget to reflect the correct budget in FY24/25.

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

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **7/22/2025**

SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **See List**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999110	Encumbrances Carried Forward		675,237.30		47,982.43	627,254.87
E	005	1052	54400	Rentals & Leases		657.05		193.05	464.00
E	005	1052	55200	Operating Supplies		4,495.73		471.81	4,023.92
E	005	2103	53100	Professional Services		237,015.33		12,015.33	225,000.00
E	005	2105	53100	Professional Services		21,446.85		2,946.85	18,500.00
E	005	2105	55402	Subscriptions		15,762.55		5,762.55	10,000.00
E	005	2111	54900	Other Charges & Obligations		268,558.17		3,027.17	265,531.00
E	005	2700	54400	Rentals & Leases		4,958.80		1,468.80	3,490.00
E	005	2700	55200	Operating Supplies		6,668.77		906.77	5,762.00

REASON: **To reverse rolled encumbrances for closed PO's and/or expenditures associated with rolled PO's that were moved back into FY23/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

Approval

Denial

REQUEST # **24-25-100**

ACTION:

Board Approved Denied

County Administrator Approved Denied

TRANSFER TYPE:

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE:

Signature: DATE: / / Posted by Clerk:

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-100

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	5105	53400	Contractual Services		286,585.70		17,202.16	269,383.54
E	005	5105	54400	Rentals & Leases		1,229,984.00		118.52	1,229,865.48
E	005	5105	55403	Education & Training		128,719.12		178.04	128,541.08
E	005	6209	54400	Rentals & Leases		2,731.10		390.10	2,341.00
E	005	6209	55200	Operating Supplies		3,462.32		248.32	3,214.00
E	005	6210	54400	Rentals & Leases		2,959.76		422.76	2,537.00
E	005	6210	55200	Operating Supplies		10,396.52		455.52	9,941.00
E	005	6211	54400	Rentals & Leases		2,731.10		390.10	2,341.00
E	005	6211	55200	Operating Supplies		4,485.58		284.58	4,201.00
E	005	6306	53400	Contractual Services		166,900.00		1,500.00	165,400.00
R	110		3999110	Encumbrances Carried Forward		112,383.67		39,156.00	73,227.67
E	110	4102	53400	Contractual Services		66,500.00		1,500.00	65,000.00
E	110	4102	53402	Hauling		207,146.90		9,546.90	197,600.00
E	110	4102	54400	Rentals & Leases		21,041.93		407.27	20,634.66
E	110	4102	54600	Repair & Maintenance		878,464.36		24,383.35	854,081.01
E	110	4102	55200	Operating Supplies		52,686.15		306.69	52,379.46
E	110	4102	55300	Road Materials & Supplies		63,814.80		1,788.80	62,026.00
E	110	4105	54600	Repair & Maintenance		68,018.00		1,222.99	66,795.01

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-100

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3999110	Encumbrances Carried Forward		281,157.65		30,587.20	250,570.45
E	152	5301	53400	Contractual Services		140,620.20		8,487.20	132,133.00
E	152	5305	53400	Contractual Services		712,485.00		7,090.00	705,395.00
E	152	5305	54800	Promotional Activities		996,058.00		15,010.00	981,048.00
R	181		3999110	Encumbrances Carried Forward		1,342,457.40		249.26	1,342,208.14
E	181	3217	55403	Education & Training		117,194.12		249.26	116,944.86
R	401		3999110	Encumbrances Carried Forward		532,032.67		149,204.54	382,828.13
E	401	4210	53437	Other Contractual Svcs		461,621.10		134,081.10	327,540.00
E	401	4210	54600	Repair & Maintenance		995,491.68		15,123.44	980,368.24
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									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER _____

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
152	Tourist Development Trust
181	Fire Assessment
401	Solid Waste

COST CTR(S)	COST CENTER TITLE(S)
1052	Misdemeanor Probation
2103	County Attorney
2105	County Audit
2111	Central Services
2700	Planning & Zoning
5105	Ambulance Services
6209	Libraries - Avon Park
6210	Libraries - Sebring
6211	Libraries - Lake Placid
6306	Nuisance Abatement
4102	Road & Bridge Services
4105	Traffic Operations

CST CTR	COST CENTER TITLE(S)
5301	Tourist Dev - Operations
5305	Tourist Dev - Marketing & Promotion
3217	Fire Assessment
4210	Refuse Disposal System

Form Revised 08/05/2020

RESOLUTION NO. 24-25-135

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-100 TO THE GENERAL, TRANSPORTATION TRUST, TOURIST DEVELOPMENT TRUST, FIRE ASSESSMENT, AND SOLID WASTE; 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, Transportation Trust, Tourist Development Trust, Fire Assessment, and Solid Waste Funds.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-100 is hereby approved and authorized to adjust the listed funds for encumbrances that rolled into FY24/25 and then expenditures being transferred to the prior fiscal year. The fiscal impact is a decrease in the amount of $267,179.43 to remove the budget no longer needed in fiscal year 24/25.

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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 5th day of August, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request approval of the Ridge to River Phase 2 technical assistance letter.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Ridge to River Phase 2 technical assistance letter.

FISCAL IMPACT

No fiscal impact

Attachments: Ridge to River Phase 2-Letter.pdf
Attachments: Statement_of_Issue-Ridge_to_River_Phase_2_Technical_Letter.docx

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ROAD & BRIDGE DEPARTMENT
NATURAL RESOURCES DIVISION
4344 George Blvd., Sebring, Florida 33875
Office (863) 402-6529 Fax (863) 402-6754 www.highlandsfl.gov

August 5, 2025

Pegeen Hanrahan, P.E.
Assoc. Director of Conservation Finance
Trust for Public Land
1834 Hermitage Blvd., Suite 100
Tallahassee, FL 32308
Pegeen.Hanrahan@TPL.org

Adam Snyder
Senior Director, Conservation Campaigns
The Nature Conservancy
312 18th Street North #200
Birmingham, AL 35203
Asnyder@TNC.org

Dear Ms. Hanrahan and Mr. Snyder

By this letter, the Highlands County Board of County Commissioners requests technical advice and assistance from Trust for Public Land and The Nature Conservancy in connection with our efforts to develop and sustain reliable, ongoing funding sources for land and water conservation, parks, open spaces, protection of farms, ranches and forests, trails, outdoor recreational opportunities, and other capital needs related to conservation.

As part of your advice and assistance, we understand you may conduct feasibility research, conduct public opinion surveys, and develop strategies for our consideration in establishing dedicated, ongoing sources of public funds for the purposes described above.

We are interested not only in the factual information that you can provide, but also your opinions and recommendations on public financing options available to Highlands County, and strategies to enact such measures. Insights into the public's priorities and attitudes concerning water and land conservation, parks, open spaces, trails, outdoor recreational opportunities, protection of farms, ranches and forests, and other capital needs would be beneficial.

Information provided to Highlands County will be public record as a matter of law. This request does not in any way commit public funds to the efforts of Trust for Public Land or The Nature Conservancy related to this request, nor does it require public disclosure of any confidential information of your organization.

This request will continue in effect for any advice you offer or presentations you submit related to such matters. In addition, we would like to take this opportunity to request that you continue to be available to provide technical advice and assistance in this area and on related matters in the future.

Sincerely,

Arlene Tuck, Chair

Statement of Issue:

The Board of County Commissioners approved the Ridge to River Conservation Planning Study in October 2024. This study is to determine a conservation program for the County to include detailed methodologies for identification, assessment, management, and acquisition strategies. In addition, options will be proposed for future funding mechanisms and framework for the County's natural resources. With Phase 1 of the study completed, we need to formally initiate Phase 2 activities from the sub-consultant's (Trust for Public Land) work via the attached technical assistance letter. The Nature Conservancy is also mentioned due to the funding source only for this project. Phase 2 will complete a feasibility report to include some of the following: fiscal options, case studies, and elections data. Once complete, this too will be presented to the Board in a future meeting.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request adoption of Resolution 24-25-136 for Budget Amendment 24-25-101 to appropriate Insurance Proceeds.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-136 for Budget Amendment 24-25-101 to appropriate Insurance Proceeds.

FISCAL IMPACT

The fiscal impact is a increase to Fund 151 (Infrastructure Surtax), 3694010 (Insurance Proceeds) in the amount of $38,501. Proceeds are being appropriated to cost center 6102A (Parks Department), account 56400 (Machinery & Equipment).

Attachments: 24-25-101 Ins. Proceeds_PR137 Backhoe (BA).pdf
Attachments: 24-25-101R Ins. Proceeds_PR137 Backhoe (Resolution).pdf
Attachments: Reg.-1359-2024_Stmt_of_Issue_-_Parks_Dept_Ins._Proceeds.pdf

REVIEWED
O.M.B DEPARTMENT
July 28, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/30/2025** SUBMITTED BY: **Brandon Gunn**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **6102A**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Parks Department 151**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**151**		**3694010**	**Insurance Proceeds**		**0.00**	**38,501.00**		**38,501.00**
E	**151**	**6102A**	**56400**	**Machinery & Equipment**		**148,877.38**	**38,501.00**		**187,378.38**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate insurance proceeds to replace Backhoe (PR137) that was destroyed on 3/26/25.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-101**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-136

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-101 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statues, Section 129.06, (Excution and Amendment of Budget) provides that the Board of County Commissioners may be by resolution amend it budget; and

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-101 is hereby approved and authoried to appropriate Insurance Proceeds funds for the replacement of backhoe destroyed by fire on 3/26/2025 for Parks & Facilities Management. The fiscal impact will be an increase of $38,501.00.

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 5th day of August 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Item ID Reg. 1359-2024

Meeting: August 5, 2025

Statement of Issue: Budget Amendment, 24-25-101 will appropriate Insurance Proceeds funds to Fund 151 (Local Govt Infra Surtax), cost center 6101A (Parks Department), account 56400 (Machinery & Equipment) for replacement of backhoe destroyed by fire on March 26, 2025 for Parks & Facilities Management.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Aug 5, 2025**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request Chair's signature for Agreement No. DMS-P1-25-07-05 to fund Public Safety Answering Point (PSAP) Upgrades.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to Approve Agreement No. DMS-P1-25-07-05 for the Chair's signature to fund Public Safety Answering Point (PSAP) Upgrades.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Reg.-1363-2024 Stmt of Issue_Sheriff Agreement No. DMS-P1-25-07-05 .pdf
Attachments: FY25-26 PSAP Agreement DMS-P1-25-07-05 Highlands County (Sheriff).pdf

Reg.-1363-2024 Statement of Issue

This is a new Agreement No. DMS-P1-25-07-05 to the original state Agreement No. DMS-P1-24-07-05 for the first year of NG911 that we are installing. The project is not complete, and the original grant agreement went to the end of the state's budget which is 06/30/25. This Agreement will extend the grant to 06/30/26 for Project 24014 and requires the Chair's signature.

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

STATE-FUNDED AGREEMENT

FOR

PSAP UPGRADE PROJECT

DMS-P1-25-07-05

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

HIGHLANDS COUNTY

STATE-FUNDED AGREEMENT

This State-Funded Agreement (Agreement) is between the Florida Department of Management Services (Department), 4030 Esplanade Way, Tallahassee, Florida, 32399 and Highlands County (Recipient), 400 S Eucalyptus St, Sebring, FL 33870.

The Department and Recipient agree as follows:

(1) AUTHORITY

A. The Department has been appropriated funds from the Emergency Communications Trust Fund for State fiscal year 2025–2026, pursuant to Section 215. of SB 2500 (2025), using unexpended funds provided to the Department from specific appropriation line item #2971 of Chapter 2024-231, Laws of Florida, to fund Public Safety Answering Point (PSAP) Upgrades. The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Recipient under the terms and conditions set forth below.

B. In accordance with section 215.971, F.S., the Department has the authority to monitor the portion of the State of Florida appropriated funds for the PSAP upgrades.

(2) LAWS, RULES, REGULATIONS, AND POLICIES

A. This Agreement is executed and entered into in the State of Florida and will be performed, construed, and enforced in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.

B. The parties shall be governed by all applicable State and Federal laws, rules, and regulations, including but not limited to those identified in Attachment B – Program Statutes and Regulations. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

A. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Recipient. As part of the duties, the Grant Manager for the Department will:

i. Monitor and document Recipient performance of the terms of this Agreement;
ii. Review and document all deliverables for which the Recipient requests payment; and,
iii. Reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Recipient.

B. Grant Managers

i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

Leon Simmonds
Grant Manager
4030 Esplanade Way
Tallahassee, Florida 32399
(850) 921-0041
Leon.Simmonds@dms.fl.gov

ii. The name and address of the Recipient's Agreement Manager responsible for the administration of this Agreement is:

Shane Smith, 911 Coordinator
Highlands County
600 E Commerce Ave
Sebring, FL 33870
(863) 402-7375
smsmith@highlandssheriff.org

C. The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

D. In the event that different Managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

(4) TERMS AND CONDITIONS

This Agreement consists of this State-Funded Agreement and all incorporated attachments and exhibits, which set forth the entire understanding of the parties and supersede all prior agreements and understanding related to the subject matter thereof.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(6) MODIFICATION

Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.

(7) SCOPE OF WORK

The Recipient shall perform the work in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(8) PERIOD OF AGREEMENT

A. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs from obligations incurred during the Agreement period. This Agreement shall begin on July 1, 2025, and shall end on June 30, 2026, unless:

i. The Department requests and receives from the Florida Legislature an extension for one (1) year to reflect changes to the funding source; or
ii. The Agreement is terminated earlier in accordance with Section 20, Termination, of this Agreement.

B. The Department does not guarantee an extension or renewal of this Agreement or funding beyond the term of this Agreement and shall not, absent legislative approval of funding, be obligated to extend this Agreement beyond June 30, 2026. This Agreement may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contract, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, and subject to the availability of funds.

(9) FUNDING

A. Funding for this Agreement consists of the awarded state resources set forth in the below-listed Exhibit 1, Audit Requirements.

B. The method of payment for this Agreement is cost reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. and subject to the availability of funds.

C. In accordance with Section 215 of SB 2500 (2025), funds shall only be used to reimburse Recipient expenditures or pay for allowable costs incurred by a Rural Recipient for Recipient's NGCS Implementation Project.

D. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. The Department will reimburse or provide rural payment to the Recipient only for allowable costs incurred during the Agreement period by the Recipient for the successful completion of each deliverable. The maximum reimbursement amount for the entirety of this Agreement is $127,951.92.

F. The Department will review any request for reimbursement or rural payment by comparing the documentation provided by the Recipient's Agreement Manager against a performance measure, outlined in Attachment A, that 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.

G. For the purposes of this Agreement, the Department shall consider payments made by Recipient to be improper under the following circumstances:

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.

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.

iii. Any payment for Management Consulting or Feasibility Studies.

(10) REQUEST FOR REIMBURSEMENT

A. Subject to the funding limitations of this Agreement, the Department shall reimburse the Recipient only for allowable costs resulting from incurred obligations pursuant to section 216.301, F.S., in furtherance of the successful completion of deliverables outlined in Attachment A and further defined in the Recipient's NGCS Implementation contract. The Recipient may submit more than one (1) request for reimbursement under this deliverable. However, no reimbursement shall duplicate any previous reimbursement.

B. Recipient will submit a request for reimbursement (See Attachment D, Request for Reimbursement of Funds), by email to the Grant Manager, not to exceed once per month.

C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount. Requests for reimbursement for Recipient Deliverable 2 of Attachment A, must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's Contract for the NGCS Implementation procured under Recipient Deliverable 1.

D. The Department shall not process requests for reimbursement for payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than August 15, 2026

F. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Recipient is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Recipient agrees to comply with the State of Florida Reference Guide for State Expenditures, available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

G. Any travel expense bills are not permissible or allowable under this Agreement.

(11) RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY REQUEST FOR PAYMENT

A. Pursuant to section 215.971(1)(h), F.S., if the Recipient is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2). F.S., ("Rural Recipient"), a Rural Recipient may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement (“rural payment”). Prior to, or in conjunction with, such a rural payment request, a Rural Recipient shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Recipient.

B. A Rural Recipient shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department’s Grant Manager specified in the Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation, including the Attachment I, Request for Payment to Rural Communities or Rural Areas of Opportunity, for incurred and appropriate costs shall be submitted in writing to the Department’s Grant Manager.

C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient’s Project is readily available to the Department upon request and is in conformance with the DFS requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on a monthly basis to the Department’s Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient’s documented inspection of activities performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient’s NGCS Implementation contract procured under Recipient Deliverable 1.

D. The Department shall not process requests for rural payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department’s right to disallow costs and recover funds based on an audit or financial review. The final request for rural payment and supporting documentation for incurred obligations pursuant to section 216.301, F.S. shall be submitted to the Department no later than August 15, 2026.

F. Funds provided to a Rural Recipient via rural payment shall only be used for allowable costs incurred by a Rural Recipient pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in Attachment A and defined in the NGCS Implementation contract. Funds provided shall not exceed the amount specified in Section 9, Funding, and Exhibit 1, Audit Requirements, of this Agreement.

G. Funds provided to a Rural Recipient via rural payment shall only be used for expenditures directly related to Recipient’s [PSAP Upgrade] implementation contract as specified in the Agreement.

H. The Recipient shall provide additional reports and information identified in Attachment I, Request for Payment to Rural Community or Rural Area of Opportunity, as requested by the Department's Grant Manager.

(12) RECORDS

A. Pursuant to section 20.055(5), F.S., the Recipient and its subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

B. As required by section 215.97, F.S., and Florida Administrative Code Rule 69I-5.006, the Department, the Chief Inspector General for 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.

C. The Recipient shall maintain any books, records, or documents for the Recipient and for all subcontractors to be paid from funds provided under this Agreement, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

D. The Recipient will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of, a period of at least five (5) years from the date the audit report is issued, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/. The Recipient shall allow the Department, or its designee, DFS, or Auditor General access to such reports upon request and shall ensure that audit working papers are made available upon request by the Department or its designee, Chief Financial Officer, or Auditor General, for a period of three (3) years from the date the audit report is issued unless extended in writing by the Department.

E. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of this Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

(13) PUBLIC RECORDS

A. The Recipient is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Recipient shall:

i. Keep and maintain public records required to perform the services contemplated in this Agreement;

ii. Upon request from the Department's custodian of public records, provide the Department 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 Chapter 119, F.S., or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Recipient does not transfer the records to the public agency;

iv. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and

v. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3, CONTACT, OF THE AGREEMENT.**

B. The Department 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, F.S., which the Recipient created or received under this Agreement.

(14) AUDITS

A. In the event the Recipient expends $750,000.00 or more in-state financial assistance during its fiscal year, the Recipient must have a State single or project-specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.

B. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

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

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

C. If Recipient expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Recipient expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

D. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.

E. 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 Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

F. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), F.S., as "an independent certified public accountant licensed under chapter 473" and conducted in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. The independent auditor shall state that the audit complied with the applicable provisions noted above.

G. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Recipient's fiscal year.

(15) REPORTS

A. The Recipient shall provide the Department's Grant Manager with quarterly reports and an administrative closeout report as provided in Attachment E, Quarterly Report, and Attachment H, Final Administrative Closeout Report. These reports shall include the current status and progress of the Recipient and its Contractor(s) and subcontractor(s) in completing the work described in Attachment A, the expenditure of funds under this Agreement, and any other information requested by the Department.

B. Quarterly reports are due to the Department no later than thirty (30) days after the end of each quarter of the program year. They shall be sent each quarter after execution of this Agreement until submission of Attachment H. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The completed Attachment H is due sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Department or are not completed in a manner acceptable by the Department, the Department may withhold further payments until they are completed or may take other action as stated in Section 19, Remedies. “Acceptable by the Department” means that the work product was completed in accordance with the terms in Attachment A.

E. The Recipient shall provide additional program update information identified in Attachment E, Quarterly Report, or information that may be required by the Department.

F. The Recipient shall provide additional reports and information identified in Attachment D, Request for Reimbursement of Funds, as requested by the Department’s Grant Manager.

(16) MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its Contractor(s), subcontractor(s), and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the schedule of deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. In addition, the Recipient shall perform a review of each function or activity in Attachment A of this Agreement and of the activities reported in the quarterly reports.

B. In addition to reviews of audits, monitoring procedures may include, but shall not be limited to, on-site visits by Department staff, limited scope audits, and other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management of the Recipient throughout the Agreement term.

(17) LIABILITY

A. The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., Recipient shall hold Department harmless against all claims of whatever nature by third parties arising from work performed under this Agreement.

B. Recipient, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S.. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing in this Agreement may 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.

(18) DEFAULT

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

A. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect.

B. If the Recipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the Department and has not cured them in a timely fashion or is unable or unwilling to meet its obligations under this Agreement.

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

D. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

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

(19) REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Recipient and may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement pursuant to the terms in Section 20, Termination, of this Agreement;

B. Withhold or suspend the payment of all or any part of a request for reimbursement or rural payment until the Recipient cures the event of default identified in the written notice;

C. Exercise any corrective or remedial actions, including but not limited to:

i. Request Recipient cure the default;
ii. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
iii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
iv. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question; or,
v. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.

D. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(20) TERMINATION

A. If the performance of the Contractor is not in compliance with the Agreement requirements, the Department may:

i. Unilaterally terminate this Agreement for cause after ten (10) days of a written notice of the termination,
ii. Notify the Contractor of the non-compliance and require correction within a specified time; otherwise, the Contract will terminate at the end of such time; or
iii. Take other action deemed appropriate by the Department.

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 Section 3, Contact, herein.

B. The Department may unilaterally terminate this Agreement for Recipient's refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended, unless exempt from section 24(a) of Article I of the State Constitution and section 119.071, F.S., or applicable State or federal law.

C. The Department may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days prior written notice.

D. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the

effective date of the termination and the procedures for proper closeout of the Agreement.

E. In the event that this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.

F. Upon notice of termination, the Recipient will cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department 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 to the Department from the Recipient, is determined exclusively by the Department

(21) RESULTING THIRD PARTY CONTRACT AND SUBCONTRACTS

A. The Recipient may contract with third parties to perform work in furtherance of Recipient's NGCS Implementation contract. The Recipient will be fully responsible for the satisfactory completion of all work performed under any third-party Contract(s).

B. With the Recipient's approval, the Recipient's Contractor may subcontract work performed in furtherance of the NGCS Implementation contract, and the Recipient's Contractor will be fully responsible for satisfactory completion of all subcontracted work.

C. The Recipient agrees all Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language requiring Contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) to be bound by the terms of this Agreement; (ii) be bound by all applicable State, and federal laws and regulations including, but not limited to, section 215.971, F.S. and Rule 69I-5.006(2), FAC; and (iii) hold the Department and Recipient harmless against all claims of whatever nature arising out of the performance of work under this Agreement, to the extent allowed and required by law.

D. All Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Recipient contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.

E. The Recipient shall document in its Quarterly Report, Attachment E, the Contractor and/or subcontractor's progress in performing its work under this Agreement. For each Contractor or subcontractor, the Recipient shall provide a written statement to the Department as to whether that Contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

(22) ATTACHMENTS

A. All attachments and exhibits listed below are incorporated in their entirety into this Agreement.

B. This Agreement has the following attachments:

Exhibit 1 – Audit Requirements
Attachment A – Scope of Work and Budget
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement of Funds
Attachment E – Quarterly Report
Attachment F– Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Final Administrative Closeout Report
Attachment I – Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

C. In the event of any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Amendments to this Agreement in reverse order.
- Attachment A
- This Agreement and Attachments B through I, in order.

(23) RETURN OF FUNDS

All refunds or repayments due to the Department under this Agreement are to be made payable to the order of "Department of Management Services" and mailed directly to the following address:

Department of Management Services
Financial Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

In accordance with section 215.34(2), F.S., if a check or other draft is returned to the Department for collection, the Recipient shall pay the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(24) 911 PROVISIONS

A. Pursuant to s. 365.177, F.S., the Department developed a plan to upgrade all 911 PSAP(s) within the state to allow the transfer of an emergency call from one local, multijurisdictional, or regional 911 system to another local, multijurisdictional, or regional 911 system in the state. Such transfer should include voice, text message, image, video, caller identification information, location information, and additional standards-based 911 call information. The plan prioritized the upgrade of PSAP(s) based on the population served by each PSAP, the capability of a jurisdiction or region to modernize PSAP(s) beyond legacy 911 infrastructure, and the ability of a jurisdiction or region to address interoperability between PSAP(s). The plan

identified and addressed the projected costs of implementing these transfer capabilities.

B. The Legislature has appropriated $12,000,000 to the Department for the implementation of the services outlined in the plan.

(25) MANDATED CONDITIONS

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 Department request, or in any submission or response to fulfill the requirements of this Agreement. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

B. This Agreement shall be construed under the laws of the State of Florida, and the 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. The Recipient is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Recipient's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Recipient shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Agreement are placed on any such lists. 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 $35,000.00 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.

D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant

to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has 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 has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

   This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

F. 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.

G. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the Regulations listed in Attachment C, Statement of Assurances.

H. The Agreement may be charged only with allowable costs resulting from obligations incurred pursuant to section 216.301, F.S., during the term of the Agreement.

I. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

J. The Recipient shall remain obligated to return to Department any funds expended that do not comply with the terms and conditions of this Agreement.

K. The Recipient shall remain obligated to return to Department any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of this Agreement.

L. Funds refunded to Department from the Recipient for failure to perform as required under this Agreement may be expended only in direct support of the Highlands County NGCS Implementation Project.

M. The Recipient is hereby informed of the provisions of Chapters 273 and 274, F.S., which identifies recordkeeping and inventory of state-owned tangible personal property, and such property owned by local governments. For requirements of this section, nonexpendable property is the same as “property” as defined by sections 273.02 and 274.02(1), F.S.

All nonexpendable property purchases under this Agreement shall be listed on the property records of the Recipient who shall be primarily responsible for the supervision, control, and disposition of the property in accordance with applicable law. Following the termination of this Agreement, the Recipient’s use, retention, control, and disposition of this property shall be in accordance with applicable laws and regulations

(26) LOBBYING PROHIBITION

A. In accordance with sections 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

B. The Recipient certifies, by its signature to this Agreement, that it shall comply with this provision.

C. The Recipient shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

(27) PROMPT PAYMENT AND VENDOR OMBUDSMAN

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless this Agreement specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department, or the goods or services are received, inspected, and approved, a separate interest penalty as described by section 215.422, F.S., will be due and payable in addition to the invoice amount. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at 850-413-5516.

(28) LEGAL AUTHORIZATION

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.

(29) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C and the Warranties and Representations incorporated in Attachment F.

IN WITNESS, THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials, as duly authorized, and attest that they have read the above contract and agree to the terms contained within it.

HIGHLANDS COUNTY

By: _____
Signature-Authorized County Official

Title: _____

Date: _____

59-600-0661
Federal Identification Number

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Tom Berger
Deputy Secretary, Business Operations

Date: _____

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EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Management Services (Department) to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

1. **Part II: State Funded** In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.;

Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit A to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

2. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

3. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov

or

Paper copies:

Bureau of Public Safety

Department of Management Services
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1-A

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Public Safety Answering Point Upgrades

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.021

   Amount: $127,951.92

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Agreement No. DMS-P1-25-07-05 between the Recipient and the Department, entered in State Fiscal Year 2025-26.

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Attachment A
SCOPE OF WORK AND BUDGET

1. BACKGROUND:

In State Fiscal Year 2024-2025, pursuant to appropriation line item #2971 of Chapter 2024-231, Laws of Florida, the Department of Management Services (Department) was appropriated a $12 million non-recurring funding allocation to modernize emergency call centers across the state.

For State fiscal year 2025–2026, the Department has been appropriated funds from the Emergency Communications Trust Fund, pursuant to Section 215. of SB 2500 (2025), using unexpended funds provided to the Department from specific appropriation line item #2971 of Chapter 2024-231, Laws of Florida, to fund Public Safety Answering Point (PSAP) Upgrades.

The funds will allow for PSAP upgrades to facilitate the transfer of an emergency call from one 911 system to another in the state in accordance with section 365.177, F.S.

2. TERM:

Funding will be available on July 1, 2025, and will expire on June 30, 2026. 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 this Agreement.

3. PURPOSE:

The Department wishes to disburse the appropriated funds to Highlands County for the purpose of implementing equipment and services for PSAP upgrades, in accordance with Section 215. of SB 2500 (2025).

4. GENERAL DESCRIPTION OF THE SCOPE OF WORK:

This Agreement covers the procurement and installation of equipment, firewall, Emergency Services Internet Protocol Network (ESInet), next generation core services, call handling systems, and associated non-recurring service costs necessary to upgrade PSAPs to Next Generation 9-1-1 (NG911) capabilities. Additionally, it includes the implementation of Geographic Information Systems (GIS) services and repositories necessary to support geospatial call routing. All PSAP improvements within this scope of work must be consistent with the National Emergency Number Association's (NENA) NENA i3 Standard for NG911.

5. DELIVERABLES

5.1 RECIPIENT DELIVERABLES: Recipient will perform the following deliverables in the time and manner specified:

5.1.1 Deliverable 1. Procurement: If not already executed, the Recipient shall execute a contract or purchase order with a vendor responsible for producing equipment and services to upgrade the PSAP(s) for Highlands County, no later than July 30, 2025, unless given written permission by the Department in advance.

5.1.1.1 Provide the Department with an unredacted copy of the final procurement documents and any related addendums. Procurement of commodities and services shall be done in compliance with all local and State of Florida procurement rules and laws and shall clearly set forth all vendor requirements. Commodities and services not procured in accordance with this requirement shall not be eligible for reimbursement.

5.1.1.2 Provide the Department with an unredacted copy of contract(s) or purchase order(s) with the Recipient's vendor(s) for the purpose of upgrading the Highlands County PSAP(s). The Recipient is responsible for ensuring that

its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section 20, Termination, of the Agreement. The Recipient is also responsible for ensuring the contract or purchase order require the awarded contractor and/or subcontractor comply with the terms of this Agreement and all applicable local and State of Florida laws and regulations governing procurement and receipt of state financial assistance, including, but not limited to, obtaining all legally required affidavits and certifications from its vendors. The Recipient shall ensure awarded vendor(s) systems are interoperable with bordering counties, regions, and adjacent state lines, and, if applicable, consistent with the NENA i3 Standard for NG911. The Recipient shall execute an amendment to any contracts and/or purchase orders where necessary to comply with this provision.

5.1.1.3 Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors.

5.1.2 Deliverable 2. Improvement: No later than September 5, 2025, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, PSAP upgrades procured in accordance with Recipient Deliverable 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Highlands County NGCS Implementation Project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Deliverable 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 Deliverable 3. Inspection: No later than August 15, 2026, the Recipient shall conduct or cause to be conducted an inspection of the Highlands County NGCS Implementation Project performed to verify that the contract deliverables are met or exceeded in accordance with the contract. If the contract has not been fully completed by the end of this agreement, only those deliverables completed will be inspected.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the NGCS upgrade project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than August 31, 2026.

5.1.4 Deliverable 4. Reporting: The Recipient shall report quarterly on the status of the Highlands County NGCS Implementation Project work procured in accordance with Recipient Deliverable 1. These reports shall include the current status and progress of the NGCS Implementation Project contract deliverables, and the expenditure of

funds under this Agreement. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15 of the Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

6. PERFORMANCE MEASURES: Deliverables must be met at the following minimum level of performance:

6.1 Procurement. Execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Highlands County with the NGCS Implementation Project as specified. Execute any necessary amendments to a contract or purchase order to ensure compliance with the terms of this Agreement.

6.2 Improvement. Conduct, or cause to be conducted, purchase and installation of i3-compliant equipment and services for NGCS upgrades.

6.3 Inspection. Conduct or cause to be conducted an inspection of the Highlands County NGCS Implementation Project, as specified.

6.4 Reporting. Prepare and submit the Quarterly Report and Administrative Close-Out Report as specified.

7. FINANCIAL CONSEQUENCES

7.1 If the Recipient fails to comply with any term of this Agreement, then the Department shall take one or more of the following actions, as appropriate in the circumstances:

7.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

7.1.2 Disallow all or part of the cost of the activity or action not in compliance with this Agreement;

7.1.3 Wholly or partly suspend or terminate the current award for the Recipient; or,

7.1.4 Take other remedies that may be legally available.

7.2 Additionally, the Department will provide no reimbursement or payment for any improvement that does not meet or exceed the standards established in the Highlands County NGCS Implementation Project contract.

8. DEPARTMENT TASKS

8.1 The Department will review documents to ensure compliance with the terms of this Agreement in furtherance of monitoring the legislatively appropriated funds. Review of project documentation shall not be construed as an approval of the Recipient's project contract terms and conditions.

8.2 The Department will not be responsible or liable for Recipient obtaining i3-compliant equipment or services, or performance of any terms in Recipient's Contract with a vendor.

9. METHOD OF PAYMENT:

9.1 The method of payment is cost reimbursement unless otherwise specified as an eligible Rural Community or Rural Area of Opportunity Payment.

9.2 The Recipient will not receive payment in advance for goods or services described in this scope of work.

9.3 The Recipient is responsible for the performance of all tasks and deliverables contained in this scope of work.

10. LINE-ITEM BUDGET

Amount Requested from the State in this Appropriations Project Request.	**$127,951.92**
Total	**$127,951.92**

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Attachment B

Program Statutes and Regulations

This is a non-exhaustive list of statutes and regulations. The Recipient shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and State assistance
Section 216.181(16), Florida Statutes	Approved budgets for operations and fixed capital outlay.
Section 216.301, Florida Statutes	Appropriations; undisbursed balances.
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
Section 288.005, Florida Statutes	Return on investment is synonymous with Economic benefits, which means the direct, indirect, and induced gains in state revenues as a percentage of the State's investment.
Section 365.177, Florida Statutes	Transfer of 911 calls between systems
Chapter 273, Florida Statutes	State-Owned Tangible Personal Property
Chapter 69I-72 Florida Administrative Code	State-Owned Tangible Personal Property
Chapter 274, Florida Statutes	Tangible Personal Property Owned by Local Governments
Chapter 69I-73, Florida Administrative Code	Tangible Personal Property Owned by Local Governments
CFO MEMORANDUM NO. 20	Compliance Requirements for Agreements
CFO MEMORANDUM NO. 01	Contract and Grant Reviews and Related Payment Processing Requirements
Chapter 69I-5, Florida Administrative Code	STATE FINANCIAL ASSISTANCE https://apps.fldfs.com/fsaa/compliance.aspx
Reference Guide for State Expenditures	Reference Guide for State Expenditures http://www.myfloridacfo.com/aadir/reference_guide/

Attachment C

STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

a) In receipt of the State funds, Recipient agrees to abide by all applicable local, State of Florida, and federal regulations and laws.

b) No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above.

c) Recipient will establish safeguards to prohibit employees from using 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 pursuant to section 112.313 and section 112.3135, F.S.

d) Recipient will notify the Department promptly of any unusual existing condition which hampers the Contractor's work.

e) Recipient or its contracted and/or subcontracted vendor will obtain all required permits.

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Attachment D
Request for Reimbursement of Funds

Prepare an itemized request for reimbursement expenditures in each budget category for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

County:	Highlands County	**Project Name**	NGCS Implementation	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Reimbursement Request Total						

Approximate amount of funding available (Percentage) %	
Documentation Received by:	
_____	_____
Signature of Authorized Official	Date

Attachment D (Continued)
Request for Reimbursement of Funds
ITEMIZED LIST FOR REIMBURSEMENT REQUESTS

RECIPIENT: Highlands County AGREEMENT #: DMS-P1-24-07-05

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

Attachment E
Quarterly Report

(1st Qtr. Jul 1-Sep 30, 2nd Qtr. Oct 1-Dec 31, 3rd Qtr. January 1- March 31, 4th Qtr. April 1- June 30)

County: Highlands County
Report Number: _____
Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved, including any positive return on investments gained by this program)**:**

Problems/Delays (Describe **issues** or circumstances affecting completion date, milestones, the scope of work, and/or cost)**:**

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Notes:

_____ _____
Signature of Authorized Official Date

Attachment F
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. The 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 this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition

Any procurement shall be done in compliance with all local and State procurement rules and laws and done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate an 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.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. 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. 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. 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.

Licensing and Permitting

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

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Highlands County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

(3) If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/

(4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

CONTRACTOR:

	Highlands County
Company Name	Recipient's Name
	DMS-P1-25-07-05
Name and Title	Department's Contract Number

Street Address

City, State, Zip

Signature

Date

THIS SPACE INTENTIONALLY LEFT BLANK

Attachment H

Final Administrative Closeout Report

(Due within sixty (60) days of completion of the activities contained in the Agreement or sixty (60) days after termination of the Agreement.)

County: Highlands County
Report Number: _____
Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved and if the product/service meets/exceeds/does not meet the requirements/standards/service performance)**:**

Problems/Delays (Describe **issues** or circumstances that affected completion date, milestones, the scope of work, and/or any open issues)**:**

Lessons Learned (State the lessons learned in terms of a problem or issue. Describe the problem, and identify recommended improvements to correct a similar problem in the future):

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget
Notes:
_____ _____ Signature of Authorized Official Date

Attachment I
Request for Payment to Rural Community or Rural Area of Opportunity
(Rural Payment)

Prepare an itemized Request for Payment to Rural Community or Rural Area of Opportunity in each budget category for each deliverable. Attach copies of purchase orders, itemized invoices, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

Recipient:	Highlands County	**Project Name:**	NGCS Implementation	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Request for Payment to Rural Community or Rural Area of Opportunity Total						

Approximate amount of funding available (Percentage) %
Documentation Received by:
_____ _____ Signature of Authorized Official Date

Attachment I (Continued)
Request for Payment to Rural Community or Rural Area of Opportunity
ITEMIZED LIST FOR PAYMENT REQUESTS

RECIPIENT: Highlands County AGREEMENT #: DMS-P1-25-07-05

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Uladzislau â€œVladâ€ Bilukha, P.E., Assistant County Engineer - Transportation**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-102 within Fund 110 (Transportation Trust Fund), Cost Center 9990A (Budget Expenditures AC/110), Account 59900 (Reserve for Contingency) to Cost Center 4105 (Traffic Operations) Account 56400 (Machinery & Equipment) for the purchase of a replacement traffic signal cabinet.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-102 to reallocate funds within Fund 110 (Transportation Trust Fund), Cost Center 9990A (Budget Expenditures AC/110), Account 59900 (Reserve for Contingency) to Cost Center 4105 (Traffic Operations) Account 56400 (Machinery & Equipment) for the purchase of a replacement traffic signal cabinet.

FISCAL IMPACT

There is no fiscal impact to the overall budget as the funds were budgeted in the FY 24-25 Adopted Budget within Fund 110 (Transportation Trust Fund) Cost Center 9990A (Budget Expenditure AC/110), Account 59900 (Reserve for Contingency) to Cost Center 4105 (Traffic Operations), Account 56400 (Machinery & Equipment) in the amount of $40,000. This Budget Amendment is simply reallocating the budgeted funds to the proper account within the Transportation Trust Fund.

Attachments: STATEMENT OF ISSUE 1369-2024.pdf
Attachments: 24-25-102 4105 Traffic Ops Add'l Funding (BA).pdf
Attachments: 24-25-102 Traffic Ops Signal Cabinet Replacement (Reserve).pdf

1369-2024 Statement of Issue

The purpose of this Budget Amendment is to reallocate funds within Fund 110 (Transportation Trust Fund), Cost Center 9990A (Budget Expenditures AC/110), Account 59900 (Reserve for Contingency) to Cost Center 4105 (Traffic Operations) Account 56400 (Machinery & Equipment) for the purchase of a replacement traffic signal cabinet. There was a lightning strike on Monday, July 21, 2025 at Scenic Highway and the Sebring Parkway. The lightning strike hit a power pole that was placed too close to the cabinet causing the powerline to hit and fry the Traffic Signal Cabinet. Staff were able to install a new cabinet and in doing so, installed the last cabinet on hand. This budget amendment will allow staff to order a replacement cabinet to replace the one they had as a backup. Staff is in the process of filing a claim to be reimbursed for the damages.

REVIEWED
O.M.B DEPARTMENT
July 24, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

DATE: **7/24/2025**

SUBMITTED BY: **Uladzislau "Vlad" Bilukha, P.E., Assistant County Engineer**

FUND(S): **110** FUND TITLE(S): **Transportation Trust Fund** COST CENTER(S) #: **9990A, 4105**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budgetary Expenditure Accts 110, Traffic Operations**

*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**		**200,000.00**		**40,000.00**	**160,000.00**
E	**110**	**4105**	**56400**	**Machinery & Equipment**		**50,600.00**	**40,000.00**		**90,600.00**
									0.00
									0.00
									0.00

REASON: **To transfer funding from Reserve for Contingency for the purchase of a replacement traffic signal cabinet and provide additional funding to negative cost center balance.**

OFFICE USE ONLY

OMB RECOMMENDATION:

Approval

Denial

REQUEST # **24-25-102**

ACTION:

Board Approved Denied

County Administrator Approved Denied

SIGNATURE:

DATE: / /

TRANSFER TYPE:

ITEM TO ITEM

XX RESERVE

BY RESOLUTION

SUPPLEMENTAL BU

Signature:

Posted by Clerk:

TRANSPORTATION TRUST FUND- 110 (9990A)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$200,000.00**	
08/05/25		24-25-102	($40,000.00)	$160,000.00	Provide funding to purchase replacement Traffic signal cabinet damaged by Pike Electric (DukeEnergy subcontractor).
REVISED TOTAL:				**$160,000.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-103 within Fund 110 (Transportation Trust Fund), Cost Center 4100 (County Engineer), Account 51200 (Regular Salaries & Wages) to Account 54900 (Other Charges & Obligations) for the recruitment of a County Engineer.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-103 to reallocate funds within Fund 110 (Transportation Trust Fund) and Cost Center 4100 (County Engineer), Account 51200 (Regular Salaries & Wages) to Account 54900 (Other Charges & Obligations) for the recruitment of a County Engineer.

FISCAL IMPACT

There is no fiscal impact to the overall budget as the funds were budgeted within the FY 24-25 Budget within Cost Center 4100 (County Engineer) and Cost Center 4100, (Engineering Services) Account 51200 (Regular Salaries & Wages) in the amount of $20,000. This Budget Amendment is simply reallocating the budgeted funds to the proper account.

Attachments: Statement of Issue 1370-2024.pdf
Attachments: 24-25-103 Realign Funds to cover Strategic Government PO 251111.pdf

1370-2024 STATEMENT OF ISSUE

The purpose of this Budget amendment is to reallocate funds within Fund 110 (Transportation Trust Fund), Cost Center 4100 (County Engineer), Account 51200 (Regular Salaries & Wages) to Account 54900 (Other Charges & Obligations) for the recruitment of a County Engineer.

REVIEWED
O.M.B DEPARTMENT
July 24, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/22/2025**

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

FUND(S): **110** FUND TITLE(S): **Transportation Trust** COST CENTER(S) #: **4100**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **County Engineer**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**110**	**4100**	**51200**	**Regular Salaries & Wages**		**130,590.00**		**20,000.00**	**110,590.00**
E	**110**	**4100**	**54900**	**Other Charges & Obligations**		**0.00**	**20,000.00**		**20,000.00**
									0.00
									0.00
									0.00

REASON: **This budget amendment is necessary to realign funds within Fund 110 (Transportation Trust Fund), Cost Center 4100 (County Engineer), Account 51200 (Regular Salaries & Wages) to Account 54900 (Other Charges & Obligations) for the recruitment of a County Engineer.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-103**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Approval of Interlocal Agreement between Highlands County and the Tenth Judicial Circuit Court of Florida**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the Tenth Judicial Circuit Court of Florida and authorize the Chair to execute the Agreement.

FISCAL IMPACT

There is no fiscal impact. The Agreement governs the use of existing budgeted funds for court-related expenditures in accordance with Florida law.

Attachments: Interlocal Agreement-Highlands.pdf
Attachments: Interlocal 10th Judicial 2025 Cover Memo.docx

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND TENTH JUDICIAL CIRCUIT COURT OF FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("**County**"), and the Tenth Judicial Circuit Court of Florida, 430 S. Commerce Avenue, Sebring, Florida 33870 ("**Court**").

WITNESSETH:

WHEREAS, pursuant to the Florida Constitution, Article V, Section 14(c) and Florida Statutes, Section 29.008, the County shall pay reasonable and necessary salaries, costs and expenses of the Court system to meet the local requirements of Highlands County; and

WHEREAS, the County, through its annual budget process, provides for the necessary salaries, costs and expenses of the state courts system in order to meet the requirements of Highlands County; and

WHEREAS, the County and the Court have determined that it is in their mutual interest to memorialize their respective responsibilities related to funding, budgeting processes, and certain applicable employment matters.

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

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

2. Purpose.
The purpose of this Agreement is to provide the parameters of and for the annual Court funding approved under the County budget process pursuant to Florida Statues, Section 29.008, and the responsibilities related to those Court positions approved and funded by the County ("**Funded Employees**").

3. Court Obligations.
A. The Court shall have sole and exclusive responsibility for: i) recruiting, interviewing and selecting individuals to fill the positions of the Funded Employees; ii) training, supervising and evaluating all Funded Employees; iii) determining work assignments and responsibilities for all Funded Employees; iv) workplace safety for all Funded Employees; v) imposing discipline on Funded Employees, up to and including termination; vi) determining promotion and/or demotion status of all Funded Employees; vii) maintaining accrual data for sick and annual leave of all Funded Employees and reporting the same to the County through its required process; viii) maintaining personnel files and records for Funded Employees; ix) establishing personnel rules and regulations for the Funded Employees; and x) ensuring

compliance with all applicable state and federal employment laws related to the Funded Employees.

B. Notwithstanding the funding arrangement established herein, all Funded Employees employed to work on detail for the Court shall be employees of the Court and are exempt from Highlands County Personnel Policies and Procedures pertinent to recruiting, employment, compensation, supervision, assignments, discipline, grievances and termination of employment, such being the province of the Chief Judge of the Tenth Judicial Circuit Court, or his designee.

C. By April 1, on an annual basis, the Court shall submit its budget to the County for the necessary salaries, costs and expenses, as well as the capital needs, of the Court in order to meet the requirements necessary for Highlands County Court.

D. The annual budget submitted by the Court to the County shall contain any anticipated salary increase, approved by the State of Florida, to which the Funded Employees shall be entitled; however, if approved, such salary increases shall only be implemented for each of the Funded Employees upon the County's receipt of written notice from the Court of such increase.

E. The Court may only request newly Funded Employee positions or increases to existing Funded Employee positions and capital needs at the time of its submission of its annual budget to the County.

F. In the event the Court determines that circumstances necessitate a request for newly Funded Employee positions or capital needs outside of the regular budget process described above, the Court shall follow the budget amendment process established by the County for all departments falling under County Administration and/or the Constitutional Officers.

4. County Obligations.

A. Upon receipt of an annual budget submitted by the Court, the County shall assess and thereafter approve the same through its regular budget process based on the local needs of Highlands County.

B. The County shall pay reasonable and necessary costs and expenses of the Court system to meet the local requirements of Highlands County in accordance with the approved annual budget. These amounts shall be paid by the County through the County's regular process upon the request of the Court provided the appropriate supporting documentation is provide to the County.

C. The County shall fund the salaries, including payment of sick and annual leave pursuant to Court policy and workers compensation coverage for the Funded Employees in accordance with the approved annual budget.

D. The County shall provide health, life and dental insurance and Employee Assistance Program benefits to the Funded Employees in accordance with the County's health insurance plan and policies related thereto.

E. The County shall fund retirement contributions for the Funded Employees.

5. Term.

This Agreement shall be in effect from the date of execution by the last party until terminated in accordance herewith.

6. Sovereign Immunity.

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

7. Entire Agreement.

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

8. Notice.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the County and to the Court. All notices required and/or made pursuant to this Agreement to be given to the County and the Court shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Highlands County Attention: County Administrator 600 S. Commerce Avenue Sebring, Florida 33870
with copy to:	Highlands County Attention: County Attorney 600 S. Commerce Avenue Sebring, Florida 33870
COURT:	Tenth Judicial Circuit Court of Florida Attention: Trial Court Administrator 255 N. Broadway Bartow, Florida 33830
with copy to:	Tenth Judicial Circuit Court of Florida Attention: General Counsel 255 N. Broadway Avenue Bartow, Florida 33830

9. Governing Law and Venue.

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

10. Waiver.

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

11. Amendment.

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

12. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

13. Joint Negotiations.

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

14. Termination.

This Agreement may be terminated by either party upon thirty (30) days prior notice.

15. Recording.

The County shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the Court.

16. Signatures.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, this Interlocal Agreement is effective on the date approved by the last party hereto.

HIGHLANDS COUNTY

_____
Arlene Tuck, Chairwoman
Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

TENTH JUDICIAL CIRCUIT
COURT OF FLORIDA

Nick Svdzinia
Print: NICK SVDZINIA
Title: TRIAL COURT ADMINISTRATOR
Date: JULY 23, 2025

Crystal M. Hood-Lewis 7/23/25
Crystal M. Hood-Lewis, General Counsel
Approved as to legal form and sufficiency
for the 10th Judicial Circuit Court

ATTEST:

_____
Print: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Approval of Interlocal Agreement between Highlands County and the Tenth Judicial Circuit Court of Florida**

STATEMENT OF ISSUE

Pursuant to Article V, Section 14(c) of the Florida Constitution and Section 29.008, Florida Statutes, Highlands County is responsible for funding the reasonable and necessary salaries, costs, and expenses of the state court system to meet the local requirements of the County.

Highlands County and the Tenth Judicial Circuit Court of Florida have determined it is in their mutual interest to enter into an Interlocal Agreement to clearly define their respective responsibilities related to budgeting, funding, and management of court positions funded by the County ("Funded Employees").

The Agreement formalizes obligations regarding recruitment, supervision, compensation, benefits administration, and other employment matters for Funded Employees. It also establishes procedures for the submission of the Court's annual budget, mid-year funding requests, and related fiscal processes.

The Interlocal Agreement ensures transparency, consistency, and accountability in managing state court-related expenditures at the local level, while preserving the Court's operational independence in personnel matters.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and the Tenth Judicial Circuit Court of Florida and authorize the Chair to execute the Agreement.

FISCAL IMPACT

There is no fiscal impact. The Agreement governs the use of existing budgeted funds for court-related expenditures in accordance with Florida law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Laurie A. Hurner, County Administrator**

SUBJECT/TITLE: **Merchant McIntyre Associates, LLC Review of Partnership Successes and 2025-2026 Planning**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Approve funding of $90,000 for the contract for Merchant McIntyre Associates, LLC, our federal partners for 2025-2026.

FISCAL IMPACT

The fiscal impact of $90,000 in Fund 005 (General) is budgeted in Cost Center 2111 Central Services, Account 53100 Professional Services.

Attachments: mm 220252026 stmt of issue.pdf
Attachments: Highlands-MM Planning Memo 2025-2026.pdf
Attachments: HighlandsCo-MM.ServiceAgreement.(2025.07.31) (002)Rev.pdf

STATEMENT OF ISSUE

Item: The Merchant McIntyre Associates, LLC Review of Partnership Successes and 2025-2026 Planning

Merchant McIntyre Associates is the leading federal government relations agency serving exclusively nonprofit institutions and organizations. Since 1994, MM professionals have excelled at achieving their clients' federal funding, legislative, and policy objectives.

Our bipartisan agency is comprised of former Congressional staff, Executive Branch officials, grant writers, subject matter experts, and marketing professionals. Merchant McIntyre Associates professionals have worked in the Congress, White House, and Executive Branch agencies. Merchant McIntyre helps Highlands County with our federal funding, legislative, and policy objectives.

MEMORANDUM

TO: Laurie Hurner, County Administrator
Highlands County Board of County Commissioners

FROM: Katie Peterson and Becca Martin
Merchant McIntyre & Associates

RE: Review of Partnership and 2025-2026 Future Planning

DATE: June 24, 2025

As always, the entire Merchant McIntyre ("MM") appreciates and values the continued opportunity to serve Highlands County. We are greatly encouraged by our partnership and successes over the last four years together and look forward to building on this success through the remainder of 2025 and into 2026. The County has invested $318,500 in Merchant McIntyre's services, resulting in federal awards totaling **$3,343,528**—a return-on-investment of approximately **10.5:1**. This memo captures recently submitted and/or awarded grant applications as well as a targeted list of federal funding opportunities for your consideration moving forward.

RECENTLY AWARDED / SUBMITTED PROPOSALS

1. **Department of Transportation's (DOT) FY24 Safe Streets and Roads for All (SS4A)**
   Awarded Amount: $230,000

   Dollars proposed through this opportunity will support demonstration activities in coordination with the Heartland Regional Transportation Planning Organization (HRTPO), specifically implementation of a Pavement Management Program, a temporary roundabout, and important signage in multiple locations across the county. Of the initial $435,200 requested, $230,000 was selected for funding from USDOT to support signage and a temporary roundabout.

2. **FY24 Community Project Funding**
   Awarded Amount: $213,528

   This project provided three critical bore high-density polyethylene (HDPE) pipes to be inserted into existing culvert structures. This approach reinforced the existing culvert and reduced the water flow velocity while providing a cost-effective solution. The County requested funding to support the construction and installation costs associated with the three most important culvert improvements.

   After a statewide redistricting process that brought the County into a new congressional district (FL-18), MM led engagement with key members of Representative Franklin's staff, both in the district and in Washington, before the funding announcement. Due to advocacy efforts led

by MM, Congressman Franklin selected the County's project as one of only 15 he could submit to the House Appropriations Committee on behalf of the entire 18th District, and the project funding was secured in federal legislation passed by the House of Representatives.

3. FY23 Community Project Funding
Awarded Amount: $1,100,000

This project connected two arterial roadways and one major collector separated by less than ½ mile between Sebring Parkway, State Road 17, and Arbuckle Creek Road. This added roadway serves to alleviate traffic and pedestrian congestion, safety conflicts, and reduce travel times for motorists and emergency response personnel.

Highlands County's project secured a position on Representative Steube's Community Project Funding list of supported projects. The office then brought selected projects to the attention of the House Committee on Appropriations, and the project funding was secured in federal legislation passed by the House of Representatives.

4. FY25/26 Community Project Funding
Status: Not Awarded

This project requested critical funding for radio and public safety communications equipment needs for the Highlands County Sheriff's Office. After a statewide redistricting process that brought the County into a new congressional district (FL-18), MM led engagement with key members of Representative Franklin's staff, both in the district and in Washington, prior to the funding announcement. Although the project was selected by Representative Franklin and approved by the House Appropriations Committee, it was not included in the FY25 appropriations bill due to the constraints of the Continuing Resolution (CR) resulting in FY25 earmark projects being excluded in the final appropriations bill.

As a result, we resubmitted our FY25 radio and public safety communications project for consideration in the FY26 cycle. As we engaged congressional staff, our Community Project Funding request in the House of Representatives was ultimately not chosen by Representative Franklin to move forward toward funding. Beginning our work for FY27, we will ensure the County's project is aligned with the eligibility and fundability criteria for the House Appropriations Committees in coordination with Rep. Franklin's office.

2025-2026 FUNDING TARGETS UNDER CONSIDERATION

1. EDA Disaster Supplemental
Status: Rolling Deadline
Funding Level: $250,000 to $20 million, depending on track

EDA's FY25 Disaster Supplemental Grant Program makes approximately $1.45B in disaster recovery available to American communities that received major disaster declarations due to

hurricanes, wildfires, severe storms, flooding, tornadoes, and other natural disasters occurring in calendar years 2023 and 2024. EDA expects to fund up to 80% of project costs.

Due to the major disaster declaration of Hurricane Debby in 2024, Highlands County is eligible for this opportunity. There are three pathways:

- **Readiness**: Non-construction projects to build local capacity and prepare for future Implementation projects. Readiness projects include funding for recovery strategies, disaster recovery coordinators, or other capacity-building activities, and pre-development expenses. Grant amounts are expected to range from $250,000 to $500,000.
- **Implementation**: Standalone construction and non-construction projects that help communities recover from major disasters and advance recovery and growth, improving economic outcomes. Grant amounts are expected to range from $2 million to $20 million for construction projects and $100,000 to $5 million for non-construction projects.
- **Industry Transformation**: Coalition-led, multi-project portfolios that transform regional economies through industry development. These grants can fund a mix of construction and non-construction projects. Grant amounts are expected to range from $20 million to $50 million. (*Deadline: March 3, 2026*)
-

2. USDOT Better Utilizing Investments to Leverage Development (BUILD) Program
Anticipated Timing: January 2026
Funding Level: up to $25 million

The BUILD (formerly RAISE) Grant Program supports capital and planning projects that improve transportation infrastructure with significant local or regional impact. Projects must advance safety, sustainability, quality of life, mobility and connectivity, economic competitiveness, and innovation. Eligible applicants include state and local governments, transit agencies, MPOs, ports, and tribal governments. Projects must be shovel-ready for capital grants and meet strong community engagement and equity criteria. A 20% non-federal match is typically required, though waivers are available for rural and historically disadvantaged communities.

- **Capital Grants**: Major construction projects to upgrade roads, bridges, transit, rail, or port infrastructure. Up to $25 million per project.
- **Planning Grants**: Pre-construction work including environmental review, feasibility studies, or design. Up to $5 million per project.

Highlands County may be competitive for a capital grant if it can demonstrate strong community benefits, environmental justice alignment, and readiness to proceed.

3. **FEMA Assistance to Firefighters Grant (AFG), Staffing for Adequate Fire and Emergency Response (SAFER), and Fire Prevention & Safety (FP&S)**
   Anticipated Timing: April/May 2026
   Funding Level: $350,000 to $2 million

   Highlands County Fire Rescue has demonstrated a consistent commitment to strengthening its fire and emergency response capabilities by submitting multiple competitive applications under FEMA's AFG, SAFER, and FP&S programs in recent years. While previous requests totaling over $7.7 million have not been awarded, each submission has reflected thoughtful planning and alignment with national standards for equipment, staffing, and public education. The County is carefully reviewing FEMA's feedback from these prior cycles and is committed to incorporating those insights to enhance proposal strength, clarify justification, and demonstrate impact more effectively. We are confident that these lessons will help us develop a more competitive slate of application for FY26.

4. **FY27 Community Project Funding**
   Anticipated Deadline: March/April 2026
   Funding Level: $500,000 to $3 million

   As we engage congressional staff, we recommend beginning to plan an FY27 funding request soon, so the County's next project is award-worthy in the next appropriations cycle. Beginning our work for FY27 well before the federal appropriations cycle will ensure the County's project is aligned with the eligibility and fundability criteria for the House Appropriations Committees.

CONCLUSION

The plans we have outlined above and implemented over these past three years would not be possible without the County's deliberate and dedicated leadership. Thank you!

We're eager to continue our work with you both as well as the rest of the County's impressive professional staff. We look forward to securing additional federal funding on behalf of Highlands County for many years to come.

# # # #

SERVICE AGREEMENT

HIGHLANDS COUNTY, FL (the "County") in Sebring, FL agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC** in Washington, D.C. ("MM") (together, the "Parties"), a Delaware limited liability company with a principal place of business in Washington, DC, for government relations services commencing retroactively on August 1, 2025 and terminating on July 31, 2026 (the "Term").

Fee. The County agrees to pay MM a total professional fee of $7,500 per month, billed monthly in advance. Payment shall be due on receipt and made payable to MM each month at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

Deliverables. MM shall produce the following deliverables during the Term of this Agreement:

1. Continue identifying federal grant opportunities for which the County is eligible and competitive.

2. Support the County in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, administrative requirements, and compliance.

3. Continue engaging federal agency personnel with jurisdiction over funding on behalf of the County and building support for the County's priorities and grant applications among its Members of Congress.

4. Build, strengthen, and help leverage relationships with the County's Congressional delegation, the Administration, and other key decision-makers to support the County's position on federal legislation, including appropriations.

Renewal. This Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a "Renewal Term") unless otherwise canceled in accordance with the termination provisions of this Agreement. Each Renewal Term shall incorporate all terms of the original Agreement unless mutually agreed to by both parties, in writing.

Termination. Either party may terminate this contract at any time, with or without cause, by giving the other party ninety (90) days' written notice to terminate.

Assurances. In its capacity as a consultant, MM shall make its best effort to assist the County in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the County's leadership with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the County's federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the funding initiatives. The County agrees to frequent communication with

MM and to provide MM the necessary information in real time to help MM plan and implement strategies.

Assignment. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

Foreign Country of Concern.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

Forced Labor or Human Trafficking.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

***

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

Brent W. Merchant
Principal and Co-Founder
Merchant McIntyre & Associates, LLC

Date: July 31, 2025

Commissioner Arlene Tuck, Chair
Highlands County Board of County Commissioners
Highlands County, FL

Date: _____

####

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Highlands County Clerk of Courts' Accounting Manager Jackie Gabrus, CGFM**

SUBJECT/TITLE: **Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the Quarter ended March 31, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the Quarter ended March 31, 2025.

FISCAL IMPACT

No fiscal impact.

Attachments: FY 2025 Court-Related and Other Misc Funds Memo Mar 2025.pdf

Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

MEMORANDUM

Date: **August 5, 2025**

To: **Highlands County Board of County Commissioners**

From: **Jeannette Brooks, Accountant**
Highlands County Clerk of Courts

Subject: **Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners**

Following is a summary of various court-related and other miscellaneous funds revenue and expenditures for January through March 2025.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	$161,879.20(a)	$630,895.40	$1,405,884.87
131	Intergovernmental Radio Communications Fund	26,101.59	0.00	0.81
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	8,661.20	0.00	0.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	7,490.26	0.00	30,000.00
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	40,638.28	34,367.56	250,678.66
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	5,677.81	0.00	47,200.00
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	5,634.26	5,634.26	7,711.02
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	5,642.23	0.00	62,505.00
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	5,642.20	0.00	18,400.00
160	Teen Court – F.S. 939.19(5) (Clerk Fund)	4,857.06	5,470.64	N/A

(a) Revenues received from the state lag 2-3 months.

Please contact our office if you need additional information.

Thank you.

cc: Jerome Kaszubowski, Clerk of Courts
Laurie Hurner, County Administrator
James D. Langford, Assistant County Administrator
David Ontermaa, Senior Director of Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Highlands County Clerk of Courts' Accounting Manager Jackie Gabrus, CGFM**

SUBJECT/TITLE: **Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended June 30, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the Quarter ended June 30, 2025.

FISCAL IMPACT

No fiscal impact.

Attachments: FY 2025 Court-Related and Other Misc Funds Memo Jun 2025.pdf

Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

MEMORANDUM

Date: **August 5, 2025**

To: **Highlands County Board of County Commissioners**

From: **Jeannette Brooks, Accountant**
Highlands County Clerk of Courts

Subject: **Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners**

Following is a summary of various court-related and other miscellaneous funds revenue and expenditures for April through June 2025.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	$272,192.80 (a)	$271,101.50	$1,134,783.37
131	Intergovernmental Radio Communications Fund	24,414.92	0.00	0.81
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	8,256.72	0.00	0.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	6,780.34	0.00	30,000.00
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	36,297.65	112,946.40	137,732.26
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	6,333.74	0.00	47,200.00
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	6,257.98	6,257.98	1,453.04
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	6,310.05	10,456.64	52,048.36
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	6,283.79	0.00	18,400.00
160	Teen Court – F.S. 939.19(5) (Clerk Fund)	4,517.88	4,020.45	N/A

(a) Revenues received from the state lag 2-3 months.

Please contact our office if you need additional information.

Thank you.

cc: Jerome Kaszubowski, Clerk of Courts
Laurie Hurner, County Administrator
James D. Langford, Assistant County Administrator
David Ontermaa, Senior Director of Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Tanya Cannady, Business Service Director Kelly Duppenthaler, Fire Chief**

SUBJECT/TITLE: **Public hearing to approve Resolution 24-25-141 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-141 of the Highlands County Fire Protection Municipal Service Benefit Unit, pertaining to the re-imposition of the fire protection special assessment.

FISCAL IMPACT

There is no fiscal impact to the fire assessment fund 181 as this does not affect the total budget.

Attachments: Fire Assessment Nursing Homes 2025.pdf
Attachments: Fire Assessment Wholly Exempt non churches 2025.pdf
Attachments: Wholly Exempt - Church.pdf
Attachments: Final Fire Tear Sheet - Affidavit.pdf
Attachments: Resolution 24-25-141 FINAL Fire Assessment.25-26.SGS.pdf
Attachments: Statement of Issue.pdf

Institutional Building Nursing Homes - New Rate of .8636

	parcel_	Tax Parcel Number	DOR Code	Code	Code name	Total Units	2024	2025	Increase
1	77009	C253629-A0000700020	06	123	Fire - Institutional SF	63963	21,293.28	55,238.45	33,945.16
2	77028	P253629-A0001500000	06	123	Fire - Institutional SF	48469	16,135.33	41,857.83	25,722.50
3	99575	P323630-A0001900000	06	123	Fire - Institutional SF	66892	22,268.35	57,767.93	35,499.58
4	23364	C043428-13025900030	78	119	Fire - Institutional SF	49205	16,380.34	42,493.44	26,113.09
5	30034	C133428-02000A00000	78	123	Fire - Institutional SF	20254	6,742.56	17,491.35	10,748.80
6	53768	C163429-110AAA00020	74	123	Fire - Institutional SF	10565	3,517.09	9,123.93	5,606.85
7	61696	C063529-08000A10000	71	119	Fire - Institutional SF	14129	4,703.54	12,201.80	7,498.26
8	61370	C053529-A0003800000	75	123	Fire - Institutional SF	8140	2,709.81	7,029.70	4,319.90
9	99240	P313630-08000F00000	03	123	Fire - Institutional SF	2063	686.77	1,781.61	1,094.83
							94,437.07	244,986.05	150,548.98

Wholly Exempt Institutional Building for Non Churches - New Rate of .2748

	parcel_id	Strap (Dashes)	DOR Code	DOR Type	Code	Code name	Total Units	Rate Total	Total at Proposed Rate	Increase
1	4634	C-01-33-28-010-00H0-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	3002	$ 270.18	$ 824.95	$ 554.77
2	40535	C-01-35-28-030-0300-0100	77	Clubs/Lodges Halls	119	Fire - Institutional SF	2256	$ 203.04	$ 619.95	$ 416.91
3	99815	C-03-37-30-A00-0190-0000	75	Non-Profit Service	119	Fire - Institutional SF	4000	$ 360.00	$ 1,099.20	$ 739.20
4	52566	C-06-34-29-A00-0071-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	11600	$ 1,044.00	$ 3,187.68	$ 2,143.68
5	100994	C-07-37-30-050-0230-0040	75	Non-Profit Service	119	Fire - Institutional SF	900	$ 81.00	$ 247.32	$ 166.32
6	112003	C-07-38-30-A00-0010-0000	75	Non-Profit Service	119	Fire - Institutional SF	68291	$ 6,146.19	$ 18,766.37	$ 12,620.18
7	6644	C-09-33-28-011-0860-0010	72	Private Schools	119	Fire - Institutional SF	32697	$ 2,942.73	$ 8,985.14	$ 6,042.41
8	113792	C-16-35-31-A00-0050-0000	75	Non-Profit Service	119	Fire - Institutional SF	3808	$ 342.72	$ 1,046.44	$ 703.72
9	8687	C-19-33-28-040-1070-0010	77	Clubs/Lodges Halls	119	Fire - Institutional SF	6920	$ 622.80	$ 1,901.62	$ 1,278.82
10	110653	C-22-37-30-400-00J6-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	7876	$ 708.84	$ 2,164.32	$ 1,455.48
11	33866	C-23-34-28-A00-0050-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	3343	$ 300.87	$ 918.66	$ 617.79
12	64561	C-23-35-29-020-00B0-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	9344	$ 840.96	$ 2,567.73	$ 1,726.77
13	34324	C-26-34-28-010-00B0-0010	77	Clubs/Lodges Halls	119	Fire - Institutional SF	8158	$ 734.22	$ 2,241.82	$ 1,507.60
14	35311	C-26-34-28-020-00A0-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	5400	$ 486.00	$ 1,483.92	$ 997.92
15	59331	C-33-34-29-080-0000-0410	75	Non-Profit Service	119	Fire - Institutional SF	3336	$ 300.24	$ 916.73	$ 616.49
16	59332	C-33-34-29-080-0000-0420	75	Non-Profit Service	119	Fire - Institutional SF	2361	$ 212.49	$ 648.80	$ 436.31
17	76461	P-24-36-29-A00-0024-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	12792	$ 1,151.28	$ 3,515.24	$ 2,363.96
18	99101	P-31-36-30-070-0070-0010	77	Clubs/Lodges Halls	119	Fire - Institutional SF	2507	$ 225.63	$ 688.92	$ 463.29
19	99175	P-31-36-30-07A-0280-0140	79	Cultural Groups	119	Fire - Institutional SF	1478	$ 133.02	$ 406.15	$ 273.13
20	99444	P-31-36-30-A00-0326-0000	77	Clubs/Lodges Halls	119	Fire - Institutional SF	9440	$ 849.60	$ 2,594.11	$ 1,744.51
21	77868	P-36-36-29-130-0030-0010	77	Clubs/Lodges Halls	119	Fire - Institutional SF	5185	$ 466.65	$ 1,424.84	$ 958.19
		Total						$ 18,422.46	$ 56,249.91	$ 37,827.45

Wholly Exempt Institutional Building for Churches - New Rate of .0751

	parcel_id	Tax Parcel Number	DOR Code	Code	Code name	Total Units	2024	2025	Difference
1	4631	C013328-01000B00000	71	119	Fire - Institutional SF	5632	506.88	422.96	(83.92)
2	15658	C023428-02000800020	71	119	Fire - Institutional SF	4088	367.92	307.01	(60.91)
3	15690	C023428-05000E30000	71	119	Fire - Institutional SF	10896	980.64	818.29	(162.35)
4	41659	C033528-01000200010	71	119	Fire - Institutional SF	3262	293.58	244.98	(48.60)
5	41660	C033528-01000200060	71	119	Fire - Institutional SF	5361	482.49	402.61	(79.88)
6	41879	C033528-02000003170	71	119	Fire - Institutional SF	15942	1434.78	1,197.24	(237.54)
7	5969	C043328-01002700000	71	119	Fire - Institutional SF	20715	1864.35	1,555.70	(308.65)
8	16831	C043428-05006200020	71	119	Fire - Institutional SF	10539	948.51	791.48	(157.03)
9	18519	C043428-09013200010	71	119	Fire - Institutional SF	8032	722.88	603.20	(119.68)
10	18521	C043428-09013200480	71	119	Fire - Institutional SF	8536	768.24	641.05	(127.19)
11	25599	C043428-15032500400	71	119	Fire - Institutional SF	19936	1794.24	1,497.19	(297.05)
12	61369	C053529-A0003700000	71	119	Fire - Institutional SF	8612	775.08	646.76	(128.32)
13	61700	C063529-08000A50000	71	119	Fire - Institutional SF	3366	302.94	252.79	(50.15)
14	61730	C063529-08000D00080	71	119	Fire - Institutional SF	3717	334.53	279.15	(55.38)
15	61893	C063529-A0003200000	71	119	Fire - Institutional SF	5312	478.08	398.93	(79.15)
16	61896	C063529-A0003600000	71	119	Fire - Institutional SF	8424	758.16	632.64	(125.52)
17	61928	C073529-A0000400000	71	119	Fire - Institutional SF	12424	1118.16	933.04	(185.12)
18	100856	C073730-02000200020	71	119	Fire - Institutional SF	1344	120.96	100.93	(20.03)
19	100901	C073730-04000900130	71	119	Fire - Institutional SF	4115	370.35	309.04	(61.31)
20	100947	C073730-04001600010	71	119	Fire - Institutional SF	10522	946.98	790.20	(156.78)
21	100961	C073730-04001900020	71	119	Fire - Institutional SF	3951	355.59	296.72	(58.87)
22	100969	C073730-05000A00000	71	119	Fire - Institutional SF	7808	702.72	586.38	(116.34)
23	101011	C073730-05002500050	71	119	Fire - Institutional SF	5669	510.21	425.74	(84.47)
24	101038	C073730-05002900040	71	119	Fire - Institutional SF	1380	124.2	103.64	(20.56)
25	101054	C073730-05003100080	71	119	Fire - Institutional SF	2430	218.7	182.49	(36.21)
26	101057	C073730-05003100150	71	119	Fire - Institutional SF	1008	90.72	75.70	(15.02)
27	113095	C083531-01000700010	71	119	Fire - Institutional SF	11544	1038.96	866.95	(172.01)
28	6362	C093328-01000B00010	71	119	Fire - Institutional SF	22991	2069.19	1,726.62	(342.57)
29	6624	C093328-01104100000	71	119	Fire - Institutional SF	34067	3066.03	2,558.43	(507.60)

Wholly Exempt Institutional Building for Churches - New Rate of .0751

	parcel_id	Tax Parcel Number	DOR Code	Code	Code name	Total Units	2024	2025	Difference
30	6767	C093328-09000000030	71	119	Fire - Institutional SF	8378	754.02	629.19	(124.83)
31	62243	C093529-A0002900000	71	119	Fire - Institutional SF	11465	1031.85	861.02	(170.83)
32	101588	C093730-A0000400000	71	119	Fire - Institutional SF	13911	1251.99	1,044.72	(207.27)
33	101591	C093730-A0000700000	71	119	Fire - Institutional SF	8400	756	630.84	(125.16)
34	29594	C113428-01000400010	71	119	Fire - Institutional SF	2620	235.8	196.76	(39.04)
35	7198	C133328-0200AA00000	71	119	Fire - Institutional SF	26896	2420.64	2,019.89	(400.75)
36	62784	C133529-04000000080	71	119	Fire - Institutional SF	3000	270	225.30	(44.70)
37	78684	C133729-A0000100000	71	119	Fire - Institutional SF	33734	3036.06	2,533.42	(502.64)
38	30575	C143428-01000100000	71	119	Fire - Institutional SF	20394	1835.46	1,531.59	(303.87)
39	79923	C143729-05004700070	71	119	Fire - Institutional SF	15410	1386.9	1,157.29	(229.61)
40	85841	C143729-20200100000	71	119	Fire - Institutional SF	15594	1403.46	1,171.11	(232.35)
41	86560	C143929-01000300040	71	119	Fire - Institutional SF	3692	332.28	277.27	(55.01)
42	88477	C153530-020P0200010	71	119	Fire - Institutional SF	5300	477	398.03	(78.97)
43	88965	C153530-030P0600010	71	119	Fire - Institutional SF	6813	613.17	511.66	(101.51)
44	90105	C153530-060P0H00010	71	119	Fire - Institutional SF	10609	954.81	796.74	(158.07)
45	101600	C153730-A0000300000	71	119	Fire - Institutional SF	7224	650.16	542.52	(107.64)
46	53769	C163429-110AAA00030	71	119	Fire - Institutional SF	17891	1610.19	1,343.61	(266.58)
47	115609	C173531-A0001000000	71	119	Fire - Institutional SF	4095	368.55	307.53	(61.02)
48	113823	C173531-A0001900000	71	119	Fire - Institutional SF	8656	779.04	650.07	(128.97)
49	8746	C193328-06000100370	71	119	Fire - Institutional SF	7308	657.72	548.83	(108.89)
50	8757	C193328-06000200120	71	119	Fire - Institutional SF	3600	324	270.36	(53.64)
51	112559	C193930-01000D00090	71	119	Fire - Institutional SF	16084	1447.56	1,207.91	(239.65)
52	11033	C203328-A0000500000	71	119	Fire - Institutional SF	6680	601.2	501.67	(99.53)
53	63575	C203529-A0000310000	71	119	Fire - Institutional SF	32507	2925.63	2,441.28	(484.35)
54	91758	C203630-02001700030	71	119	Fire - Institutional SF	16660	1499.4	1,251.17	(248.23)
55	91884	C203630-02100200040	71	119	Fire - Institutional SF	12760	1148.4	958.28	(190.12)
56	11106	C213328-01001100061	71	119	Fire - Institutional SF	2376	213.84	178.44	(35.40)
57	55709	C213429-02010240070	71	119	Fire - Institutional SF	1270	114.3	95.38	(18.92)
58	55738	C213429-03041200110	71	119	Fire - Institutional SF	3853	346.77	289.36	(57.41)

Wholly Exempt Institutional Building for Churches - New Rate of .0751

	parcel_id	Tax Parcel Number	DOR Code	Code	Code name	Total Units	2024	2025	Difference
59	69044	C213629-03000A10000	71	119	Fire - Institutional SF	6102	549.18	458.26	(90.92)
60	116857	C223529-03001100010	71	119	Fire - Institutional SF	2975	267.75	223.42	(44.33)
61	64164	C223529-03008300070	71	119	Fire - Institutional SF	1449	130.41	108.82	(21.59)
62	107881	C223730-19022900010	71	119	Fire - Institutional SF	12014	1081.26	902.25	(179.01)
63	110454	C223730-29042700060	71	119	Fire - Institutional SF	3960	356.4	297.40	(59.00)
64	110653	C223730-40000J60000	77	119	Fire - Institutional SF	7876	708.84	591.49	(117.35)
65	111201	C223730-60001000050	71	119	Fire - Institutional SF	2855	256.95	214.41	(42.54)
66	33707	C233428-05000200180	71	119	Fire - Institutional SF	23142	2082.78	1,737.96	(344.82)
67	33862	C233428-A0000200000	71	119	Fire - Institutional SF	16313	1468.17	1,225.11	(243.06)
68	33876	C233428-A0000900000	71	119	Fire - Institutional SF	17566	1580.94	1,319.21	(261.73)
69	33881	C233428-A0001110000	71	119	Fire - Institutional SF	9050	814.5	679.66	(134.85)
70	86802	C233929-A0000200000	71	119	Fire - Institutional SF	5243	471.87	393.75	(78.12)
71	86825	C233929-A0002100000	71	119	Fire - Institutional SF	7425	668.25	557.62	(110.63)
72	13660	C243328-A0000800000	71	119	Fire - Institutional SF	2400	216	180.24	(35.76)
73	47115	C243528-12000100050	71	119	Fire - Institutional SF	3298	296.82	247.68	(49.14)
74	47639	C243528-14001700140	71	119	Fire - Institutional SF	2768	249.12	207.88	(41.24)
75	48448	C243528-17006600020	71	119	Fire - Institutional SF	8021	721.89	602.38	(119.51)
76	77002	C253629-A0000400000	71	119	Fire - Institutional SF	9688	871.92	727.57	(144.35)
77	77016	C253629-A0000720000	71	119	Fire - Institutional SF	12349	1111.41	927.41	(184.00)
78	14876	C273328-15000000450	71	119	Fire - Institutional SF	2698	242.82	202.62	(40.20)
79	36193	C273428-A0003500000	71	119	Fire - Institutional SF	33082	2977.38	2,484.46	(492.92)
80	36196	C273428-A0004200000	71	119	Fire - Institutional SF	14618	1315.62	1,097.81	(217.81)
81	99537	C323630-A0000200000	71	119	Fire - Institutional SF	7362	662.58	552.89	(109.69)
82	15344	C333328-A0000300000	71	119	Fire - Institutional SF	3728	335.52	279.97	(55.55)
83	37059	C343428-A0000400000	71	119	Fire - Institutional SF	24073	2166.57	1,807.88	(358.69)
84	37062	C343428-A0000700000	71	119	Fire - Institutional SF	22434	2019.06	1,684.79	(334.27)
85	65621	C343529-01000000070	71	119	Fire - Institutional SF	3282	295.38	246.48	(48.90)
86	65646	C343529-04000000010	71	119	Fire - Institutional SF	15060	1355.4	1,131.01	(224.39)
87	114716	C353732-03000100011	71	119	Fire - Institutional SF	6180	556.2	464.12	(92.08)

Wholly Exempt Institutional Building for Churches - New Rate of .0751

	parcel_id	Tax Parcel Number	DOR Code	Code	Code name	Total Units	2024	2025	Difference
88	100058	P063730-01000600010	71	119	Fire - Institutional SF	6960	626.4	522.70	(103.70)
89	100060	P063730-01000600070	71	119	Fire - Institutional SF	9298	836.82	698.28	(138.54)
90	100104	P063730-04000100030	71	119	Fire - Institutional SF	26467	2382.03	1,987.67	(394.36)
91	100175	P063730-04001800010	71	119	Fire - Institutional SF	8021	721.89	602.38	(119.51)
92	100313	P063730-06000600140	71	119	Fire - Institutional SF	3060	275.4	229.81	(45.59)
93	100364	P063730-07000200170	71	119	Fire - Institutional SF	1664	149.76	124.97	(24.79)
94	117607	P313630-03000100430	71	119	Fire - Institutional SF	25147	2263.23	1,888.54	(374.69)
95	99020	P313630-03000400080	71	119	Fire - Institutional SF	6048	544.32	454.20	(90.12)
96	99115	P313630-07000900010	71	119	Fire - Institutional SF	4996	449.64	375.20	(74.44)
97	99136	P313630-07A02600100	71	119	Fire - Institutional SF	8455	760.95	634.97	(125.98)
98	99275	P313630-08000K00000	71	119	Fire - Institutional SF	29163	2624.67	2,190.14	(434.53)
99	99452	P313630-A0003800000	71	119	Fire - Institutional SF	4551	409.59	341.78	(67.81)
100	77769	P363629-07000000110	71	119	Fire - Institutional SF	5030	452.7	377.75	(74.95)
		Totals					$93,344.66	$76,202.02	(17,142.64)

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FIRE ASSESSMENT FISCAL YEAR 2025-26

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

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

JULY 15, 2025

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

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 21st day of July, 2025 by Janet Emerson, who is personally known to me.

Romona D. Washington, Executive Editor, Notary Number: HH 413555
Notary expires: June 21, 2027

NOTARY PUBLIC STATE OF FLORIDA
ROMONA D. WASHINGTON
Commission # HH 413555
Expires June 21, 2027

STATE NEWS

Diaz, another DeSantis ally, takes the helm of a public university in Florida

BY KATE PAYNE
Associated Press/Report for America

TALLAHASSEE (AP) — Another former Republican lawmaker and ally of Gov. Ron DeSantis is officially taking the helm of one of Florida's public universities.


DIAZ

Manny Diaz, who DeSantis previously appointed to be his state commissioner of education, started his first day on the job Monday as the interim president of the University of West Florida in Pensacola.

Diaz is a former social studies teacher and assistant principal who as a state lawmaker became one of the key architects behind Florida's recent push to expand charter schools, which are publicly funded but privately run.

He'll lead the school on an interim basis while university leaders conduct a job search, and is expected to pursue the permanent position.

"I am honored to step into this role and lead the University of West Florida into this next chapter. UWF has a proud legacy and a promising future, and I look forward to working alongside our students, faculty, staff and community partners to continue building on its momentum," Diaz said in a statement. "Together, we will advance and explore new opportunities to serve our region and state with excellence."

With Diaz's appointment, five of the state's 12 public universities will be led by former Republican lawmakers or lobbyists, a move that is expected to help extend DeSantis' legacy in higher education long after his time in office.

Speaking at a press event Monday, DeSantis said the appointment of Diaz to lead UWF is similar to the pick of another former education commissioner to lead New College of Florida, a move meant to overhaul the liberal arts school known for its progressive independent streak and turn it into a more conservative classical institution.

"I think there's a lot of potential there," DeSantis said of UWF.

DeSantis' recent decision to appoint new, more conservative members to the school's board has sparked controversy.

Supporters of the push to advance lawmakers above traditional academic leaders say it will grant the schools the political capital to secure critical state funding and navigate a rapidly shifting legal landscape. Critics see it as another sign that alignment with the governor's conservative education agenda has become a prerequisite for leading the state's public universities.

Last month, the state university system board rejected a longtime academic as the next president of the University of Florida, amid sharp criticism from political conservatives about the candidate's past support for diversity, equity and inclusion programs. UF, considered one of the top public research universities in the country, is still looking for a permanent president.



LYNNE SLADKY/AP PHOTO, FILE
Florida Gov. Ron DeSantis speaks during a public event on May 6, 2025, in Miami.

Leading a Florida university generally comes with a multiyear contract for a salary of at least six-figures and a plush on-campus residence. The process for picking these leaders happens largely behind closed doors, creating what the state's Republican House speaker has called "a spoil system for a select few."

Kate Payne is a corps member for The Associated Press/Report for America Statehouse News Initiative. Report for America is a nonprofit national service program that places journalists in local newsrooms to report on undercovered issues.

Supreme Court fuels arguments in Florida transgender case

BY JIM SAUNDERS
News Service of Florida

TALLAHASSEE — Florida and plaintiffs' attorneys are battling about whether two new U.S. Supreme Court decisions should clear the way for the state to block Medicaid coverage for transgender people seeking hormone therapy and puberty blockers.

Lawyers for both sides filed briefs Friday at the 11th U.S. Circuit Court of Appeals, with the state contending that the Supreme Court decisions should lead to overturning a district judge's ruling that said Florida violated federal laws by prohibiting Medicaid coverage for the treatments.

One of the Supreme Court decisions, in a case known as United States v. Skrmetti, upheld a Tennessee ban on doctors providing hormone therapy and puberty blockers to minors to treat gender dysphoria. The other, in a case known as Medina v. Planned Parenthood South Atlantic, restricted the ability of beneficiaries to file Medicaid lawsuits against states.

In their brief Friday, Florida's lawyers argued that the Skrmetti decision "makes clear" that Florida's ban on Medicaid coverage for the treatments "easily passes muster." The brief disputed that the ban violates equal-protection rights because it involves a medical diagnosis.

"There's no medical consensus on gender-dysphoria procedures," the state's brief said. "Those procedures can cause permanent, negative consequences for patients. The state gets wide berth to take the steps it deems necessary to protect its citizens."

But attorneys for plaintiffs who challenged the ban argued in a brief that the Skrmetti decision was "fairly limited in its scope and breadth" and that Florida's Medicaid coverage exclusions "discriminate based on transgender status and therefore sex in violation of the Fourteenth Amendment," which includes equal protection.

"It is not — and cannot be — the law that transgender people are strangers to our Constitution's protections against invidious governmental discrimination," the plaintiffs' brief said. "Skrmetti does not bless nor give license to such discrimination. To the contrary, the Fourteenth Amendment protects persons from governmental enactments, like the exclusions, that facially discriminate based on transgender status and/or are 'designed to effect an invidious discrimination against transgender individuals.'"

The lawsuit was filed in 2022 on behalf of two transgender adults and the parents of two transgender minors after the Florida Agency for Health Care Administration adopted a rule that barred the coverage. The lawsuit was later updated to include a 2023 state law that similarly prevented Medicaid reimbursement for the treatments.

Unlike the law at issue in the Skrmetti case, which dealt only with treatment of minors, the Florida Medicaid restrictions applied to minors and adults.

U.S. District Judge Robert Hinkle ruled that the Florida restrictions violated equal-protection rights, a federal Medicaid law and a federal Affordable Care Act prohibition on sex discrimination. The state appealed to the Atlanta-based appeals court, where the case has remained pending.

After the Supreme Court issued the Skrmetti and Medina decisions last month, the 11th Circuit directed attorneys to file briefs about what effects, if any, the decisions could have on the Florida case.

Florida approved the Medicaid limits as Gov. Ron DeSantis and many other Republican leaders across the country made a priority in recent years of trying to restrict treatments for transgender people with gender dysphoria. The Mayo Clinic website defines gender dysphoria as "a feeling of distress that can happen when a person's gender identity differs from the sex assigned at birth."

A key dispute in the briefs filed Friday centered on whether the Florida restrictions were discriminatory or were focused on a medical condition. The plaintiffs' attorneys contended that the state law refers to "sex reassignment prescriptions or procedures," rather than a medical condition, and is unconstitutionally discriminatory.

Florida News in Brief

Medicaid expansion effort tops $1.6M

TALLAHASSEE (NSF) — A political committee seeking to pass a constitutional amendment to expand Medicaid coverage raised nearly $1.65 million from April 1 through June 30, by far the most money it has collected since being formed in 2018.

The Florida Decides Healthcare Committee pulled in $1,648,368 during the quarter, according to a newly filed report at the state Division of Elections. It also spent $1,628,241 during the quarter as it seeks to collect enough petition signatures to get on the November 2026 ballot.

Contributions during the period included $715,000 from the California-based Tides Foundation and $400,000 from the Orlando-based Florida Policy Institute, the report shows.

The proposed constitutional amendment, in part, would require the state to "provide Medicaid coverage to individuals over age 18 and under age 65 whose incomes are at or below 138% of the federal poverty level and meet other nonfinancial eligibility requirements."

As of Friday afternoon, the committee had submitted 62,650 valid petition signatures to the state. It would need to submit at least 880,062 signatures to get on the ballot.

NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FIRE ASSESSMENT FISCAL YEAR 2025-26

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, will hold a public hearing to consider a reallocation of properties within the Institution category of Fire Protection Assessment, the rates levied against the benefited properties, as adopted by Highlands County Fire Protection Ordinance No.: 17-18-04, and further set forth in Highlands County Final Initial Assessment Resolution No.: 23-24-145. This notice is given pursuant to Florida Statutes, Section 197.3632.

The public hearing will be held on Tuesday, August 5, at 9:00 a.m., or as soon thereafter as can be heard, at the Government Center Boardroom, 600 S. Commerce Ave., Sebring, Florida. All persons have the right to appear and be heard at the public hearing and the right to file written objections with Highlands County, Florida, within ten (10) days of the publication of this notice. Written objections should be delivered to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

The estimated total revenue expected to be collected from the Fire Protection Special Assessment for the Fiscal Year beginning October 1, 2025, is $10,225,989

The Fire Protection Special Assessments will appear on the annual tax bill and will be collected by the Tax Collector, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title to the property.

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

If you have any questions, please contact the Non-Ad Valorem Assessment Department at (863) 402-6500; Monday through Friday between 8:00 am and 5:00 pm.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Florida Statutes, Section 286.26, should contact Human Resources, ADA Coordinator at 863-402-6509 (Voice) Via Florida Relay Service 711, or by e-mail: HRmanager@highlandsfl.gov. Address: 600 S. Commerce Avenue, Sebring, FL 33870. Request for cart or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

RESOLUTION NO. 24-25-141

(FINAL Fire Protection Assessment Fiscal Year 2025-26)

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FINAL RE-IMPOSITION OF THE FIRE PROTECTION SPECIAL ASSESSMENT FOR FY 2025-26; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR INTERPRETATION AND DEFINITIONS; PROVIDING FOR THE RE-IMPOSITION AND COMPUTATION OF FIRE PROTECTION SPECIAL ASSESSMENTS; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND ESTABLISHMENT OF ANNUAL FIRE PROTECTION SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025-26; PROVIDING FOR THE CERTIFICATION OF ASSESSMENT ROLL; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING AS SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County enacted Ordinance 17-18-04, Ordinance 17-18-08 and Ordinance 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances, which authorizes the annual imposition of Fire Protection Assessments for fire protection related services, facilities and/or programs providing special benefits to certain Assessed Property within the County; and

WHEREAS, on April 17, 2018, the County adopted the preliminary fire assessment through Resolution 17-18-60 and on July 10, 2018, the County adopted the final initial fire assessment through Resolution 17-18-112 ("Final Initial Assessment Resolution"); and

WHEREAS, on August 3, 2021, the County adopted the updated final fire assessment through Resolution No. 20-21-131 ("Updated Final Fire Assessment Resolution"); and

WHEREAS, on May 7, 2024, the County completed a study to re-evaluate and update its method for efficiently and equitably allocating and apportioning the Fire Protection Assessed Costs amongst the benefitted parcels of Assessed Property within the jurisdiction of the County; and

WHEREAS, the Highlands County Code of Ordinances, Chapter 9, Article XLI (41), the Final Initial Assessment Resolution and the Updated Final Assessment Resolution contain and reference a brief and general description of the fire protection services, facilities and/or programs to be provided to Assessed Property; describe the method of apportioning the Fire Protection

Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property; and direct the updating and preparation of the Assessment Roll and provision of the notice required by the County's Code; and

WHEREAS, the legislative determinations of special benefit and fair apportionment embodied in the County's Code, the Final Initial Assessment Resolution, the Updated Preliminary Fire Assessment Resolution and the Updated Final Fire Assessment Resolution are affirmed and incorporated herein by reference; and

WHEREAS, as set forth in Chapter 9, Article XLI (41), Division 3, Section 9-623, of the Highlands County Code of Ordinances, the County Administrator caused a notice to be published, in a newspaper of general circulation in the County, advertising the public hearing to be held related to the final proposed increase in the Fire Protection Assessment for Fiscal Year 2025-26, proof of publication attached hereto as **Exhibit "A"**; and

WHEREAS, by this final annual Fire Assessment Resolution for fiscal year 2025-26, the County desires to re-impose and increase its Fire Protection Assessments pursuant to and in accordance with the increase parameters set forth herein for the funding the fire protection services, facilities and/or programs that provide special benefits to Assessed Property within the County.

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 findings are hereby adopted.

SECTION 2. Interpretation and Definitions.

A. This Resolution constitutes the Annual Rate Resolution for Fiscal Year 2025-26 as defined in Highlands County Code of Ordinances, Chapter 9, Article XLI (41).

B. All capitalized Terms in this Resolutions if not specifically defined in this Resolution shall have the meanings defined in Highlands County Code of Ordinances, Chapter 9, Article XLI (41).

SECTION 3. Re-Imposition and Computation of Fire Protection Special Assessments. Fire Protection Special Assessments shall be imposed within the County until discontinued or changed. Fire Services Special Assessments shall be computed in a manner set forth in this Final Assessment Resolution.

SECTION 4. Determination of Fire Protection Assessed Costs and Establishment of Annual Fire Protection Special Assessments for Fiscal Year 2025-26.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2025, is $11,006,596.

B. The estimated Fire Protection Special Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year beginning October 1, 2025, is hereby established as follows:

Fire Protection Special Assessment Rates Fiscal Year 2025-26

Residential Property Use Category	**Rate Per Square Foot**
Residential	$0.0657
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.2250
Industrial/Warehouse	$0.0364
Institutional	$0.2748
Nursing Home/Assisted Living Facilities	$0.8636
Church	$0.0751
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$52.99

The estimated Gross Revenue from the Fire Protection Assessment for Fiscal Year 2025-26, is $10,225,989; the estimated exempt buy-down is $250,271 thus, the estimated Net Revenue from the Fire Protection Assessment for Fiscal Year 2025-26, is $9,975,718.

C. The following shall apply to the Fire Protection Assessment program:

i. Recreation vehicle park property will be treated as commercial property. It is fair and reasonable to treat each space within recreation vehicle ("RV") park property, whether rented or vacant, as a building of commercial property and assign the square footage of 191 square feet, which is the average size of a recreational vehicle according to the Florida Association of RV Parks and Campgrounds, unless the Property Appraiser provides the actual square footage.

ii. Mobile Home lots will be treated as residential property. It is fair and reasonable to treat each space within the mobile home park as a building of residential property and to assign each space an amount of 720 square feet. Actual square footage shall be assessed for each mobile home when the data is available.

iii. No Fire Protection Assessment shall be imposed upon parcels assigned the following Florida Department of Revenue codes by the Highlands County Property Appraiser:

Code	**Parcel Type**
76	Cemetery
80	Vacant Governmental
81	Military
82/97	Forest/Park/Recreation

83	Public Schools
84	Colleges
86	County
87	State
88	Federal
89	Municipal
94	Rights of Way
95	Rivers, Lakes, Submerged Land
96	Wasteland/Marsh

iv. Pursuant to the Code, Section 9-620(c), no Fire Protection Assessment shall be imposed upon Government Property; however, Government Property encumbered by a private lease and Government Property that is owned by federal mortgage entities, such as the VA and HUD, **shall not** be exempted from the Fire Protection Assessment. It is fair and reasonable that Government Property, except as set forth herein, is not assessed due to the benefits of such Government Property shared by all property within the jurisdiction of Highlands County.

v. In accordance with Florida Statutes, Section 125.01(r), no Fire Protection Assessment shall be imposed against land classified by the Property Appraiser as agricultural lands pursuant to Florida Statutes, Section 193.461.

vi. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the County shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the County is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed, the sole remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the County.

vii. The approval of the Fire Assessment Rate Schedule by the adoption of this Final Rate Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

viii. The Final Fire Protection Assessments specified in the Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed for the Fiscal Year 2025-26. No portion of such Fire Protection Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new

growth or development. Further, no portion of such Fire Protection Assessed Costs are attributable to the Emergency Medical Services Cost.

ix. The Fire Protection Assessments established in this Final Rate Resolution shall be the assessment rates applied by the County Administrator in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2025, as provided in Section 4 of this Final Rate Resolution.

D. The above stated Fire Protection Assessment rates may be increased annually pursuant to the Maximum Rates established for the future fiscal years as set forth in the Updated Final Fire Assessment Resolution provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code. 9-623 as permitted by Section 9-627.

SECTION 5. Certification of Assessment Roll. The County Administrator is hereby directed to prepare, or cause to be prepared, an Assessment Roll, for the Fiscal Year commencing October 1, 2024, to be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act, as provided in the Code. The Assessment Roll shall include all assessed property and shall be delivered to the Tax Collector, accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as **Exhibit "B"**.

SECTION 6. Method of Collection. It is hereby declared that the Fire Protection Assessments re-imposed on Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2024.

SECTION 7. Application of Assessment Proceeds. Proceeds derived by the County from the Fire Protection Assessments will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

SECTION 8. Savings Clause. All prior actions of Highlands County pertaining to this Final Assessment Resolution and the FY 2025-26 fire assessment rates which are the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 9. 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 10. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 11. 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 12. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____

ARLENE TUCK, CHAIRWOMAN

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Proof of Publication

Exhibit "B"

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Chairman of the Highlands County Board of County Commissioners or other authorized agent of Highlands County, Florida (the "County"); that I am satisfied that all property included or includable on the **Highlands County Non-Ad Valorem Assessment Roll** for the funding of fire protection services, facilities and/or programs is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll **will be delivered to the Highlands County Tax Collector by September 15, 2025**.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Highlands County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ___ day of _____, 2025.

HIGHLANDS COUNTY, FLORIDA

FOR EXHIBIT ONLY

_____
Arlene Tuck, Chairperson

At the May 20th, 2025, Fire Assessment Workshop, the consultant proposed two new categories for the fire assessment: Nursing Home and Church. Additionally, the category of wholly exempt institutional rate would be removed.

· The Nursing Home rate would increase from .3329 per sq ft to .8636, which is a 159% increase.

· The wholly exempt Church rate would decrease from .09 per sq ft to .0751, which is a 17% decrease.

· The wholly exempt non – church rate would increase from .09 per sq ft to .2748, which is an increase of 200%.

Please see the attached documents listing properties from each of the 3 categories.

Resolution 24-25-057 refunded Agriculture pole barns and agriculture vacant lands assessments. These assessments were not necessary to cover the note payable debt service.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Aug. 5, 2025**

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **Request approval of resolution No. 24-25-132 sunsetting the Industrial Development Authority.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve resolution number 24-25-132 sunsetting the Industrial Development Authority.

FISCAL IMPACT

The fiscal impact would be staff time to complete any necessary revisions and publications fees.

Attachments: Resolution.Disolution IDA.sgs.pdf
Attachments: IDA Statement of issue final.pdf

RESOLUTION NO. 24-25-132

A RESOLUTION OF HIGHLANDS COUNTY PERTAINING TO THE SUNSETTING OF THE HIGHLANDS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR THE SUNSET OF THE INDUSTRIAL DEVELOPMENT AUTHORITY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes, Section 125.01, Highlands County is authorized to create and sunset boards and committees; and

WHEREAS, on February 5, 1980, Highlands County adopted a Resolution creating the Highlands County Industrial Development Authority ("IDA") pursuant to Florida Statutes, Chapter 159, Part III for the purpose of promoting the development and financing of industry within Highlands County; and

WHEREAS, recognizing the importance of economic development in 2016, the County created the office of Economic Development to operate as a division of the Development Services Department under the operation of the County Administrator; and

WHEREAS, because the duties, functions, and objectives of the Highlands County office of Economic Development are aligned with the statutory mission and public purpose of the IDA and because the IDA does not function as originally intended; and

WHEREAS, because Florida law does not mandate that Highlands County maintain an Industrial Development Authority, it is no longer necessary for the IDA to be active committee; and

WHEREAS, Highlands County has determined that it is not an effective use of staff time to maintain the formalities of a sunshine committee that is no longer operating as originally intended and does not serve a proper or necessary public function.

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. Sunset of Industrial Development Authority. The Highlands County Industrial Development Authority, created by Resolution on February 5, 1980, pursuant to Florida Statutes, Chapter 159, Part III, is hereby formally sunset and shall no longer exist as a committee in Highlands County**.**

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

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

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

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

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

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

PASSED AND ADOPTED this 5th day of August 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Statement of Issue

Industrial Development Authority (IDA)

At the direction of the Board of County Commissioners, the County Attorney's Office initiated a comprehensive review and update of the various Committees, Boards, and Commissions (collectively referred to as "Committees") established by the Highlands County. The purpose of this initiative is to streamline the appointment process for all County-created Committees, ensure each Committee is functioning as originally intended, and revise governing documents to better reflect current needs.

On October 15, 2024, the Board approved Ordinance 24-25-2, which established a more consistent and structured process for the appointment, removal, membership, and terms of members of County Committees not governed by Florida law. Following its adoption, the County Attorney's Office began reviewing the governing documents for each Committee in accordance with the principles set forth in the ordinance.

Recognizing the importance of economic development in 2016, the County created the office of Economic Development to operate as a division of the Development Services Department under the operation of the County Administrator and because the duties, functions, and objectives of the Highlands County office of Economic Development are aligned with the statutory mission and public purpose of the IDA and because the IDA does not function as originally intended it is no longer necessary for the IDA to be an active committee

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Aug. 5, 2025**

PRESENTER: **Sherry, Sutphen County Attorney**

SUBJECT/TITLE: **Request approval of resolution number 24-25-129 creating the Economic Development Council**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve resolution number 24-25-129.

FISCAL IMPACT

No fiscal impact.

Attachments: Statement of Issue.pdf
Attachments: Resolution EDC GR.SGS.docx

Statement of Issue:

Resolution No. 24-25-129 seeks to formally establish the Highlands County Economic Development Council (EDC), a non-decision-making working group comprised of community and industry leaders. The purpose of the EDC is to support the County's Economic Development office by gathering and sharing factual, industry-specific information related to economic development opportunities and trends in Highlands County.

While the EDC will not have formal authority or deliberative functions under Florida Statutes Section 286.011 (Sunshine Law), its role is to serve as a collaborative advisory body—providing feedback, offering insight into project development, supporting workforce and infrastructure initiatives, and acting as advocates for economic growth throughout the County

RESOLUTION NO. 24-25-129

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ESTABLISHMENT OF THE ECONOMIC DEVELOPMENT COUNCIL ; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CREATION OF THE ECONOMIC DEVELOPMENT COUNCIL AND APPOINTMENT OF MEMBERS; 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, economic development is the process of improving the economic well-being and quality of life within a community; and

WHEREAS, recognizing the importance of economic development in 2016, the County created the office of Economic Development to operate as a division of the Development Services Department under the operation of the County Administrator; and

WHEREAS, the County has determined that there are benefits to depending on community leaders to gather information and data regarding potential economic opportunities and trends relevant to Highlands County; and

WHEREAS, the County has determined that establishing a committee dedicated to thoroughly investigating and compiling factual information on economic development matters is imperative to enhancing the quality of life in Highlands County; and

WHEREAS, due to the unique expectations of this committee, it shall not have decision-making authority, engage in deliberations or formulate recommendations regarding economic development policies or proposed actions; and

WHEREAS, the sole and absolute function of the committee shall be to operate as a working group to provide support to the County's Economic Development staff; and **WHEREAS,** Highlands County has determined that it is necessary and appropriate and in the best interest of the public good order to adopt this Resolution for the purpose of establishing the Economic Development Council and its membership.

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. Creation of the Economic Development Council and Appointment of

Members.

A. The Economic Development Council ("EDC") is hereby established for the following stated purposes; however, the EDC shall not have any decision making authority and it is specifically the intent of Highlands County that the EDC not be function as a committee which is subject to the formalities of Florida Statutes, Section 286.011.

B. It shall be the purpose of the EDC to:
   1. Operate as a working group to gather factual information for the Highlands County office of Economic Development, providing industry specific feedback to assist with the process of attracting new business to the County
   2. Support and provide input on large-scale economic development activities in Highlands County, including but not limited to matters of infrastructure and site development, workforce and education initiatives, and business retention and expansion.
   3. Provide information and assistance to new business projects that are actively working through the office of Economic Development.
   4. Assist the office of Economic Development in pursuing new projects and ideas.
   5. Keep Economic Development staff informed of new developments, program expansions, industry specific trends.
   6. Help match the needs of potential businesses planning to locate in Highlands County.
   7. Act as advocates for economic development activities in Highlands County.

C. The members of the EDC shall be from the following industry/professional categories: Banking/Financial Assistance, Real Estate, Healthcare, Workforce Development, Agriculture, Manufacturing/Distribution, Small Business Development Center, Utilities, Aviation and/or Construction.

D. The County Administrator shall recommend ten (10) members from the above industry/professional categories for acceptance by the Board of County Commissioners.

E. The School Board of Highlands County, Florida South State College, the City of Avon Park, City of Sebring and the Town of Lake Placid shall each submit a representative for acceptance by the Board of County Commissioners.

F. The following individuals be appointed to serve as the original membership of the EDC:

Member	Industry	Term Expires
Ben Wyatt Craig Johnson	Banking/Financial Assistance	December 31, 2026
Drew Bishop Will Lenihan	Real Estate	December 31, 2026
Jason Dunkel	Healthcare	December 31, 2026
Ann Martin	Workforce Development	December 31, 2026
Paul Koukos Raymond Royce	Agriculture	December 31, 2026
Tommy Massey	Manufacturing/distribution	December 31, 2026
	SBDC	December 31, 2026
	Utilities	December 31, 2026
	Aviation	
	Construction	
Garrett Anderson	Avon Park	December 31, 2026
John Shoop	Sebring	December 31, 2026
	Lake Placid	December 31, 2026
John Varady	Highlands County School Board	December 31, 2026
Fred Hawkins	Florida South State College	December 31, 2026

G. After the initial term, EDC members shall be appointed every two (2) years at the last meeting in December before the start of the new term in January.

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

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

SECTION 8. Severability. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this Resolution shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2025

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Aug. 5, 2025**

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

SUBJECT/TITLE:

Statement of Legislative Intent seeking direction from the Board to draft revisions to the Highlands County Code of Ordinances, Chapter 5.6 – Nuisances, to establish a public nuisance abatement process for properties involved in chronic unlawful or dangerous activities.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Consensus on instructing staff to research nuisance abatement ordinances adopted by other Florida counties and draft revisions to the current Highlands County Code of Ordinances, establishing a public nuisance abatement process for properties involved in chronic unlawful or dangerous activities.

FISCAL IMPACT

The fiscal impact would consist of staff and legal time to research and develop the ordinance. Future fiscal implications may include administrative costs related to enforcement and hearings, which could be offset by fines or abatement cost recovery.

Attachments: Statement of Leg Intent Nuisance chronic unlawful or dangerous activities (2025.07.17).docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Statement of Legislative Intent seeking direction from the Board to draft revisions to the Highlands County Code of Ordinances, Chapter 5.6 – Nuisances, to establish a public nuisance abatement process for properties involved in chronic unlawful or dangerous activities.**

STATEMENT OF ISSUE

STATEMENT OF LEGISLATIVE INTENT

Highlands County has a responsibility to ensure the health, safety, and welfare of its residents. Certain properties within the County that have been repeatedly associated with improper conduct and other related problems which create significant public nuisances, degrade quality of life, and demand repeated response from County resources.

Currently, the County addresses such issues through general code enforcement, law enforcement referrals, or the nuisance abatement tools provided under state law. However, the existing procedures may not provide timely relief or remediation in situations involving chronic or escalating unlawful activity.

Proposed revisions to the Highlands County Code of Ordinances - Chapter 5.6 – Nuisances would establish a structured and expedited process for the County to declare properties where chronic unlawful or dangerous activities have been reported to be a public nuisance and secure authorization for abatement of the same. The goal is to provide Highlands County with an additional, supplementary enforcement tool that does not replace or limit existing authority, but enhances the County's capacity to protect its communities through targeted administrative processes.

Several counties across the State of Florida have adopted similar ordinances allowing them to formally declare properties as nuisances and, after due process, require corrective action or face fines, liens, and in some cases, injunctions. This process helps reduce the strain on public safety resources, protects adjacent property values, and supports community resilience.

The purpose of this Statement of Legislative Intent is to determine whether the Board is interested in directing staff to research other Florida counties' nuisance abatement ordinances and processes for properties involved in chronic unlawful or dangerous activities, evaluate whether the language of those ordinances would address the needs of Highlands County, and draft a tailored ordinance for the Board's consideration.

RECOMMENDED ACTION

Consensus on instructing staff to research nuisance abatement ordinances adopted by other Florida counties and draft revisions to the current Highlands County Code of Ordinances, establishing a public nuisance abatement process for properties involved in chronic unlawful or dangerous activities.

FISCAL IMPACT

The fiscal impact would consist of staff and legal time to research and develop the ordinance. Future fiscal implications may include administrative costs related to enforcement and hearings, which could be offset by fines or abatement cost recovery.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Aug. 5, 2025**

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

SUBJECT/TITLE:
Statement of Legislative Intent seeking direction from the Board regarding consideration of an Ordinance that establishes licensing requirements for hobby breeders.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Motion to instruct staff to research hobby breeder regulations adopted in other Florida counties and work with the Animal Services Division of the Sheriff's Department to draft an appropriate ordinance for consideration at a future public hearing.

FISCAL IMPACT

The fiscal impact would be staff and legal time to complete any necessary steps to research and develop an ordinance.

Attachments: SOLI Licensed Breeder.sgs.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 5, 2025

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

SUBJECT/TITLE: **Statement of Legislative Intent seeking direction from the Board regarding consideration of an Ordinance that establishes licensing requirements for hobby breeders.**

STATEMENT OF ISSUE

Hobby breeders are those informal operations typically breeding a small number of dog/cat litters annually, without oversight, recordkeeping or consistent standards of care. This can contribute to animal welfare concerns, neighborhood complaints, and the overpopulation of domestic animals, which places added strain on local animal shelters and financial impact to the Animal Services Division and the services it provides.

While commercial breeders are more likely to fall under existing state or federal regulations, small-scale breeders often operate in a gray area, with no defined framework to ensure responsible practices. Other Counties in Florida, have adopted hobby breeder ordinances to regulate this type of activity.

Such an ordinance would propose an annual license for individuals who breed no more than two litters each year. It would also outline minimum care standards, requirement to operate, penalties for non-compliance and requires breeders to maintain basic records regarding the animals in their care.
The purpose of this Statement of Legislative Intent is to determine whether the Board is interested in exploring the development of a hobby breeder license requirement in Highlands County.

RECOMMENDED ACTION

Motion to instruct staff to research hobby breeder regulations adopted in other Florida counties and work with the Animal Services Division of the Sheriff's Department to draft an appropriate ordinance for consideration at a future public hearing.

FISCAL IMPACT

The fiscal impact would be staff and legal time to complete any necessary steps to research and develop an ordinance.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Aug 5, 2025**

PRESENTER: **David Nitz, OMB Mananger**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-130 for Budget Amendment 24-25-099 to correct the budget for the Infrastructure Surtax Series 2025 Loan Proceeds.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-130 for Budget Amendment 24-25-099 to correct the budget for the Infrastructure Surtax Series 2025 Loan Proceeds.

FISCAL IMPACT

The fiscal impact is a net decrease to Fund 350 (HCISSR LTD Capital) in the amount of $8,177,000. Loan proceeds are being appropriated in cost center 2680G (HCISSR LTD Capital 2025), account 56200Z (Project Buildings), Project 21064 (County Jail Facility Expansion) in the amount of $7,000,000; $4,925,000 in account 56200 (Buildings), and $75,000 in account 53100Z (Professional Svcs), Project 21064.

Attachments: 24-25-099 Revise HCISSR LTD Capital Series 2025 Note (BA).pdf
Attachments: 24-25-099R Revise HCISSR LTD Capital Series 2025 Note (Resolution).pdf
Attachments: Reg.-1349-2024 Statement of Issue_HCISSR LTD Capital Series 2025 Note.pdf

REVIEWED
O.M.B DEPARTMENT
July 18, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **7/18/2025** SUBMITTED BY: **OMB**

FUND(S): **350** FUND TITLE(S): **HCISSR LTD Capital** COST CENTER(S) #: **2680C, 2680F, 2680G**

PROJECT(S) #: **21064** PROJECT TITLE(S): **County Jail Facility Expansion** COST CENTER TITLE(S): **HCISSR LTD Capital Exps, HCISSR LTD Capital 2021, HCISSR LTD Capital 2025**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	350		3841000	Loan Proceeds		20,177,000.00		20,177,000.00	0.00
E	350	2680C	57100	Principal Payments		12,999,000.00		12,999,000.00	0.00
E	350	2680C	57200	Interest Payments		98,000.00		98,000.00	0.00
E	350	2680F	53100	Professional Services		80,000.00		80,000.00	0.00
E	350	2680F	56200Z	Project Buildings	21064	16,187,591.49		7,000,000.00	9,187,591.49
R	350		3841000	Loan Proceeds		0.00	12,000,000.00		12,000,000.00
E	350	2680G	56200Z	Project Buildings	21064	0.00	7,000,000.00		7,000,000.00

REASON: **To correct the budget accounting for the Infrastructure Surtax Loan proceeds.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-099**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-099**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**350**	**2680G**	**53100Z**	**Project Professional Svcs**	**21064**	**-**	**75,000.00**		**75,000.00**
E	**350**	**2680G**	**56200**	**Buildings**		**-**	**4,925,000.00**		**4,925,000.00**
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RESOLUTION NO. 24-25-130

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-099 TO THE HCISSR LTD CAPITAL 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 HCISSR LTD Capital Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-099 is hereby approved and authorized to correct the Infrastructure Surtax Series 2025 Revenue Note loan proceeds previously budgeted for $20,177,000 but being corrected to $12,000,000 for a net fiscal impact decrease in the amount of $8,177,000.

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 5th day of August, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Reg.-1349-2024 Statement of Issue

On 4/15/25, budget amendment 24-25-060 was brought to the Board to budget the estimated loan proceeds for Phase I of the County Jail Facility Expansion and other county facility purchases with the anticipation of refinancing the existing Infrastructure Surtax loan. However, after consulting with PFM (county's Financial Advisors), it was determined to not refinance the existing loan funds due to the favorable interest rate (1.52%) on the existing debt and just focus on securing new money. This process was finalized and paperwork executed on June 17, 2025, and officially closed on June 25, 2025, with the loan proceeds wired to Highlands County BOCC banking partner Truist Bank.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Adoption of Resolution No. 24-25-138 Restricting Large Vehicle Traffic on SR 66 & US 27 at Sparta Road.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to Adopt Resolution No. 24-25-138 Restricting Large Vehicle Traffic on SR 66 & US 27 at Sparta Road.

FISCAL IMPACT

There is no Fiscal Impact. FDOT will be placing the signs in their Right-of-way.

Attachments: Agenda Item Memo - Statement of Issue___ Sparta Rd No Truck Sign.pdf
Attachments: Resolution_24.25.138 Sparta Road.66 and 27 NO TRUCKS.SGS.pdf
Attachments: Sparta Road No Trucks map.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Adoption of Resolution No. 24-25-XXX Restricting Large Vehicle Traffic on SR 66 & US 27 at Sparta Road.**

STATEMENT OF ISSUE

Sparta Road is a County owned roadway which is considered a rural major collector road that is designed to provide direct access to area properties, to connect local traffic to arterial roads, and to facilitate local traffic flow but is not designed for high traffic volume or impacts like arterial roadways. Large vehicles utilizing this roadway are causing damage and destruction to the roadway. The County has determined that it is in the best interests of and will protect the health, safety, and welfare of the traveling public to restrict access of large vehicle traffic on Sparta Road.

The "No Through Trucks" traffic signs will be placed in the FDOT Right-of-way on SR 66 & US 27.

RESOLUTION NO. 24-25-138

A RESOLUTION OF THE HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE RESTRICTION OF LARGE VEHICLE TRAFFIC ON SPARTA ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR RESTICTION OF LARGE VEHICLE TRAFFIC ON SPARTA ROAD ENTERING FROM CERTAIN STATE MAINTAINED ROADWAYS AND THE POSTING OF SIGNAGE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statues, Section 316.006(3), Highlands County is empowered, among other actions, with the right to control, regulate, warn and guide traffic; and

WHEREAS, the Highlands County Engineering Department has received a substantial number of complaints related to large vehicle traffic utilizing Sparta Road by entering from either State Road 66 or US 27; and

WHEREAS, Sparta Road is a County owned roadway which is considered a rural major collector road; and

WHEREAS, Sparta Road is designed to provide direct access to area properties, to connect local traffic to arterial roads and to facilitate local traffic flow but is not designed for high traffic volume or impacts like arterial roadways; and

WHEREAS, the large vehicles utilizing the Sparta Road are causing damage and destruction to the roadway; and

WHEREAS, the County has determined that it is in the best interest of and will protect the health, safety and welfare of the traveling public to restrict access of large vehicle traffic on Sparta Road.

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. Restriction of Large Vehicle Traffic on Sparta Road Entering from Certain State Maintained Roadways and the Posting of Signage.

A. No person shall operate a Large Vehicle (as defined herein) on the Sparta Road except as permitted for deliveries and equipment leaving the Sparta Road or specific end destinations located on the Sparta Road.

B. A Large Vehicle is hereby defined as a large commercial vehicle with a Gross Vehicle Weight Rating greater than twenty-five thousand (25,000) pounds and/or total length greater than fifty (50) feet.

C. It is hereby requested that the Florida Department of Transportation post the appropriate signage on US 27 to prohibit Large Vehicle through traffic from entering onto Sparta Road from US 27.

D. It is hereby requested that the Florida Department of Transportation post the appropriate signage on State Road 66 to prohibit Large Vehicle through traffic from entering onto Sparta Road from State Road 66.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the restriction of Large Vehicle traffic on Sparta Road, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

SECTION 9. Directions to County Administrator. Upon adoption, the County Administrator shall cause a certified copy of this Resolution to be sent to the appropriate officials at the Florida Department of Transportation.

[Signatures on Following Page]

PASSED AND ADOPTED this _5_ day of August 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

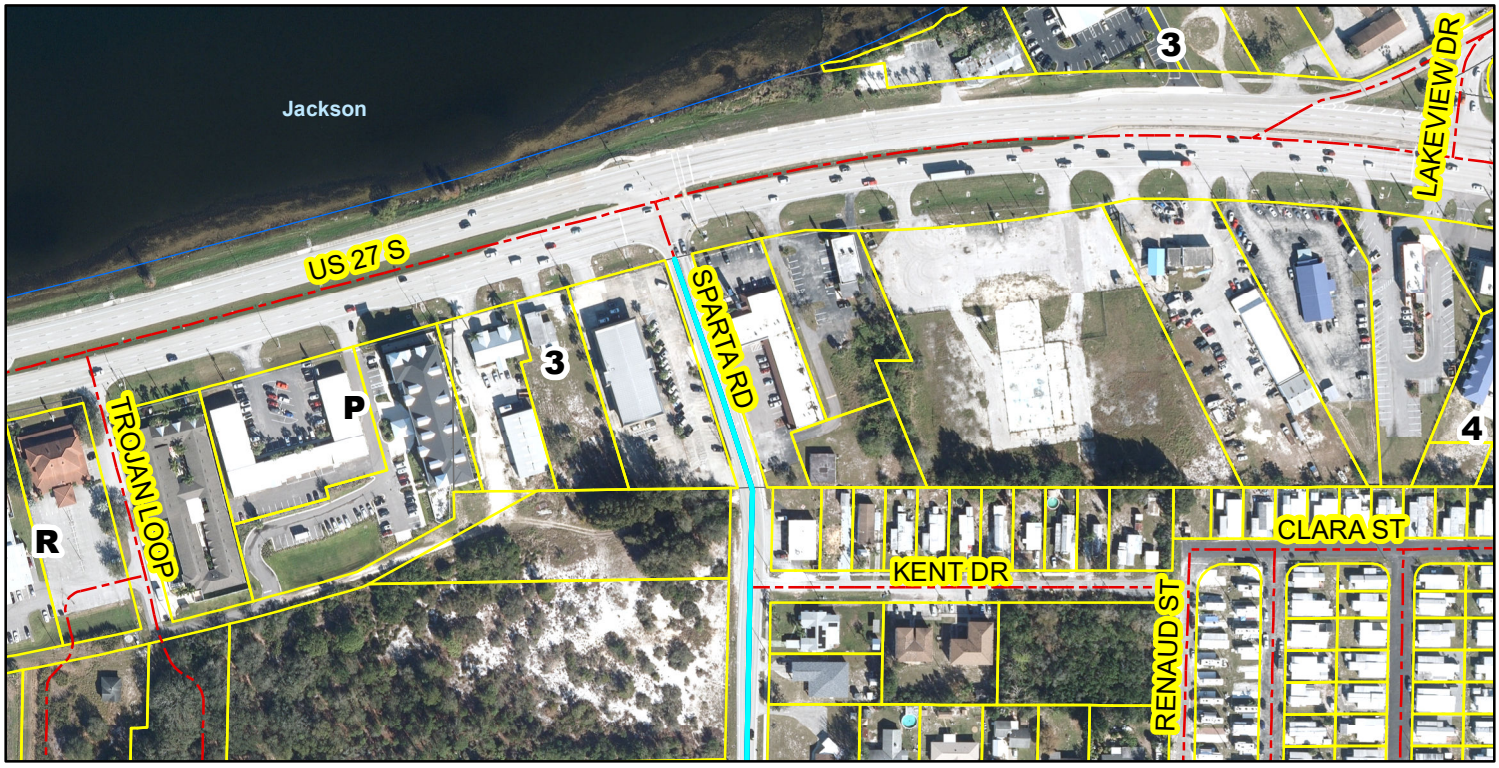
Highlands County Engineering Department

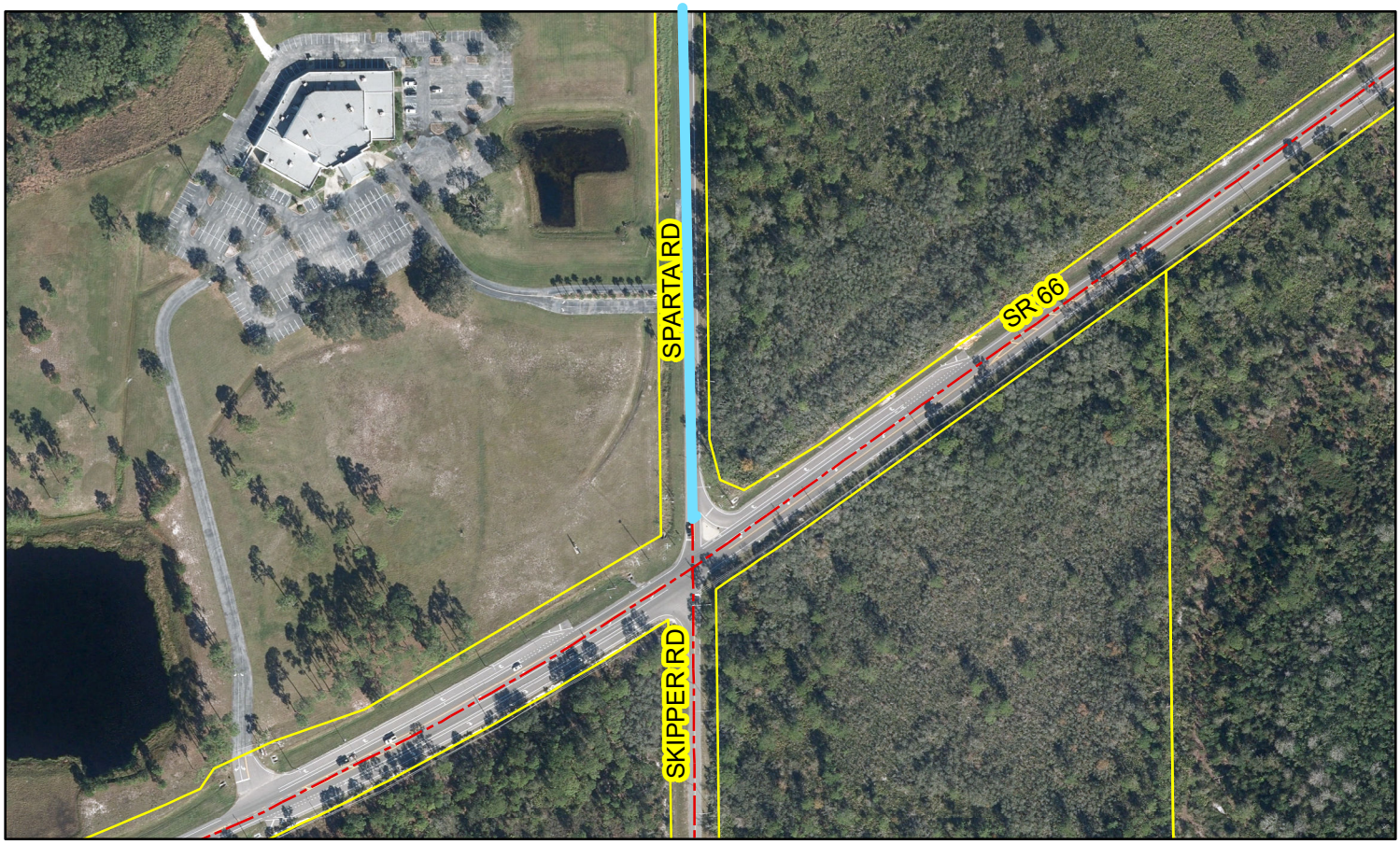
Reference Map
Sparta Road and US Highway No. 27
&
Sparta Road and State Road No. 66

For Reference Only - Not A Boundary Survey
Map Created: 7/22/2025

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

1 inch = 300 feet





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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Adoption of Resolution No. 24-25-137 Restricting Large Vehicle Traffic on SR 66 at CR 635.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to Adopt Resolution No. 24-25-137 Restricting Large Vehicle Traffic on SR 66 at CR 635.

FISCAL IMPACT

There is no Fiscal Impact. FDOT will be placing the signs in their Right-of-way.

Attachments: Resolution_24.25.137 County Road 635.NO TRUCKS.SGS.pdf
Attachments: 635 No Trucks map.pdf
Attachments: Agenda Item Memo - Statement of Issue CR 635 No Truck Sign.pdf

RESOLUTION NO. 24-25-137

A RESOLUTION OF THE HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE RESTRICTION OF LARGE VEHICLE TRAFFIC ON COUNTY ROAD 635; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR RESTICTION OF LARGE VEHICLE TRAFFIC ON COUNTY ROAD 635 ENTERING FROM STATE ROAD 66 AND THE POSTING OF SIGNAGE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statues, Section 316.006(3), Highlands County is empowered, among other actions, with the right to control, regulate, warn and guide traffic; and

WHEREAS, the Highlands County Engineering Department has received a substantial number of complaints related to large vehicle traffic utilizing County Road 635 by entering from State Road 66; and

WHEREAS, County Road 635 is a County owned roadway which is considered a rural major collector road; and

WHEREAS, County Road 635 is designed to provide direct access to area properties, to connect local traffic to arterial roads and to facilitate local traffic flow but is not designed for high traffic volume or impacts like arterial roadways; and

WHEREAS, the large vehicles utilizing County Road 635 are causing damage and destruction to the roadway; and

WHEREAS, the County has determined that it is in the best interest of and will protect the health, safety and welfare of the traveling public to restrict access of large vehicle traffic on County Road 635.

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. Restriction of Large Vehicle Traffic on County Road 635 Entering from State Road 66 and the Posting of Signage.

A. No person shall operate a Large Vehicle (as defined herein) on County Road 635 except as permitted for deliveries and equipment leaving County Road 635 or specific end destinations located on County Road 635.

B. A Large Vehicle is hereby defined as a large commercial vehicle with a Gross Vehicle Weight Rating greater than twenty-five thousand (25,000) pounds and/or total length greater than fifty (50) feet.

C. It is hereby requested that the Florida Department of Transportation post the appropriate signage on State Road 66 to prohibit Large Vehicle through traffic from entering onto County Road 635 from State Road 66.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the restriction of Large Vehicle traffic on County Road 635, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

SECTION 9. Directions to County Administrator. Upon adoption, the County Administrator shall cause a certified copy of this Resolution to be sent to the appropriate officials at the Florida Department of Transportation.

[Signatures on Following Page]

PASSED AND ADOPTED this _5_ day of August 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

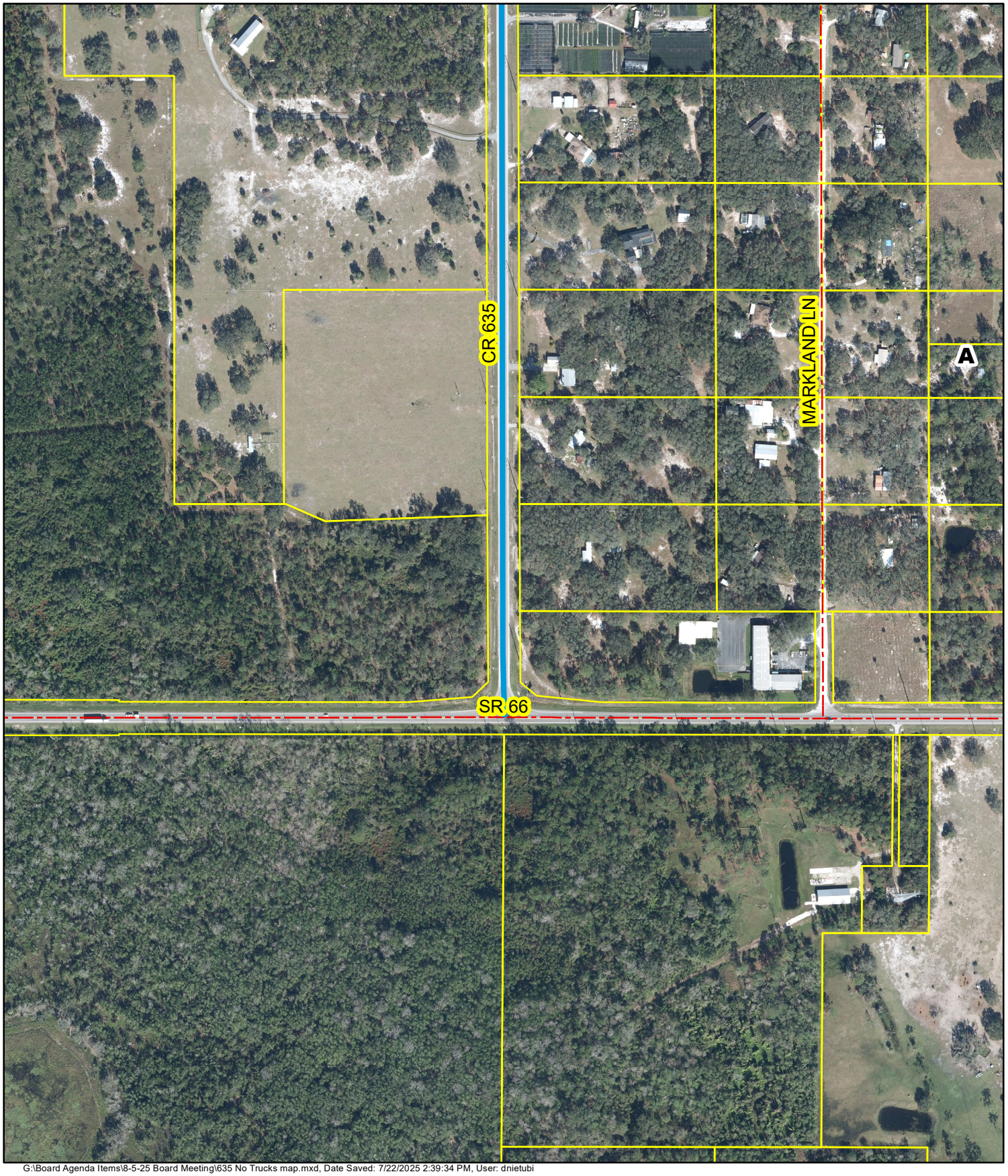
Highlands County Engineering Department

Reference Map
County Road No. 635 and State Road No. 66

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

For Reference Only - Not A Boundary Survey
Map Created: 7/22/2025

1 inch = 400 feet



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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Adoption of Resolution No. 24-25-137 Restricting Large Vehicle Traffic on SR 66 at CR 635.**

STATEMENT OF ISSUE

CR 635 is a County owned roadway which is considered a rural major collector road that is designed to provide direct access to area properties, to connect local traffic to arterial roads, and to facilitate local traffic flow but is not designed for high traffic volume or impacts like arterial roadways. Large vehicles utilizing this roadway are causing damage and destruction to the roadway. The County has determined that it is in the best interests of and will protect the health, safety, and welfare of the traveling public to restrict access of large vehicle traffic on CR 635.

The "No Through Trucks" traffic signs will placed in the FDOT Right-of-way on SR 66.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Adoption of Resolution No. 24-25-139 Restricting Large Vehicle Traffic on US 27 at Sparrow Avenue.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to Adopt Resolution No. 24-25-139 Restricting Large Vehicle Traffic on US 27 at Sparrow Avenue.

FISCAL IMPACT

There is no Fiscal Impact. FDOT will be placing the signs in their Right-of-way.

Attachments: Agenda Item Memo - Statement of Issue Sparrow Ave No Truck Sign.pdf
Attachments: Resolution_24.25.139 Sparrow Avenue.27 NO TRUCKS.SGS.pdf
Attachments: Sparrow Ave No Truck.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **Request Adoption of Resolution No. 24-25-139 Restricting Large Vehicle Traffic on US 27 at Sparrow Avenue.**

STATEMENT OF ISSUE

Sparrow Avenue is a County owned roadway which is considered a rural major collector road that is designed to provide direct access to area properties, to connect local traffic to arterial roads, and to facilitate local traffic flow but is not designed for high traffic volume or impacts like arterial roadways. Large vehicles utilizing this roadway are causing damage and destruction to the roadway. The County has determined that it is in the best interests of and will protect the health, safety, and welfare of the traveling public to restrict access of large vehicle traffic on Sparrow Avenue.

The "No Through Trucks" traffic signs will be placed in the FDOT Right-of-way on US 27.

RESOLUTION NO. 24-25-139

A RESOLUTION OF THE HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE RESTRICTION OF LARGE VEHICLE TRAFFIC ON SPARROW AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR RESTICTION OF LARGE VEHICLE TRAFFIC ON SPARROW AVENUE ENTERING FROM US 27 AND THE POSTING OF SIGNAGE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statues, Section 316.006(3), Highlands County is empowered, among other actions, with the right to control, regulate, warn and guide traffic; and

WHEREAS, the Highlands County Engineering Department has received a substantial number of complaints related to large vehicle traffic utilizing Sparrow Avenue by entering from US 27; and

WHEREAS, Sparrow Avenue is a County owned roadway which is considered a rural minor collector road; and

WHEREAS, Sparrow Avenue is designed to connect local traffic to major collector roads and arterial roads and to facilitate local traffic flow in the area but is not designed for high traffic volume or impacts like arterial roadways; and

WHEREAS, the large vehicles utilizing Sparrow Avenue are causing damage and destruction to the roadway; and

WHEREAS, the County has determined that it is in the best interest of and will protect the health, safety and welfare of the traveling public to restrict access of large vehicle traffic on Sparrow Avenue.

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. Restriction of Large Vehicle Traffic on Sparrow Avenue Entering from US 27 and the Posting of Signage.

A. No person shall operate a Large Vehicle (as defined herein) on Sparrow Avenue except as permitted for deliveries and equipment leaving Sparrow Avenue or specific end destinations located on the Sparrow Avenue.

B. A Large Vehicle is hereby defined as a large commercial vehicle with a Gross Vehicle Weight Rating greater than twenty-five thousand (25,000) pounds and/or total length greater than fifty (50) feet.

C. It is hereby requested that the Florida Department of Transportation post the appropriate signage on US 27 to prohibit Large Vehicle through traffic from entering Sparrow Avenue from US 27.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the restriction of Large Vehicle traffic on Sparrow Avenue entering from US 27, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

SECTION 9. Directions to County Administrator. Upon adoption, the County Administrator shall cause a certified copy of this Resolution to be sent to the appropriate officials at the Florida Department of Transportation.

[Signatures on Following Page]

PASSED AND ADOPTED this _5_ day of August 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

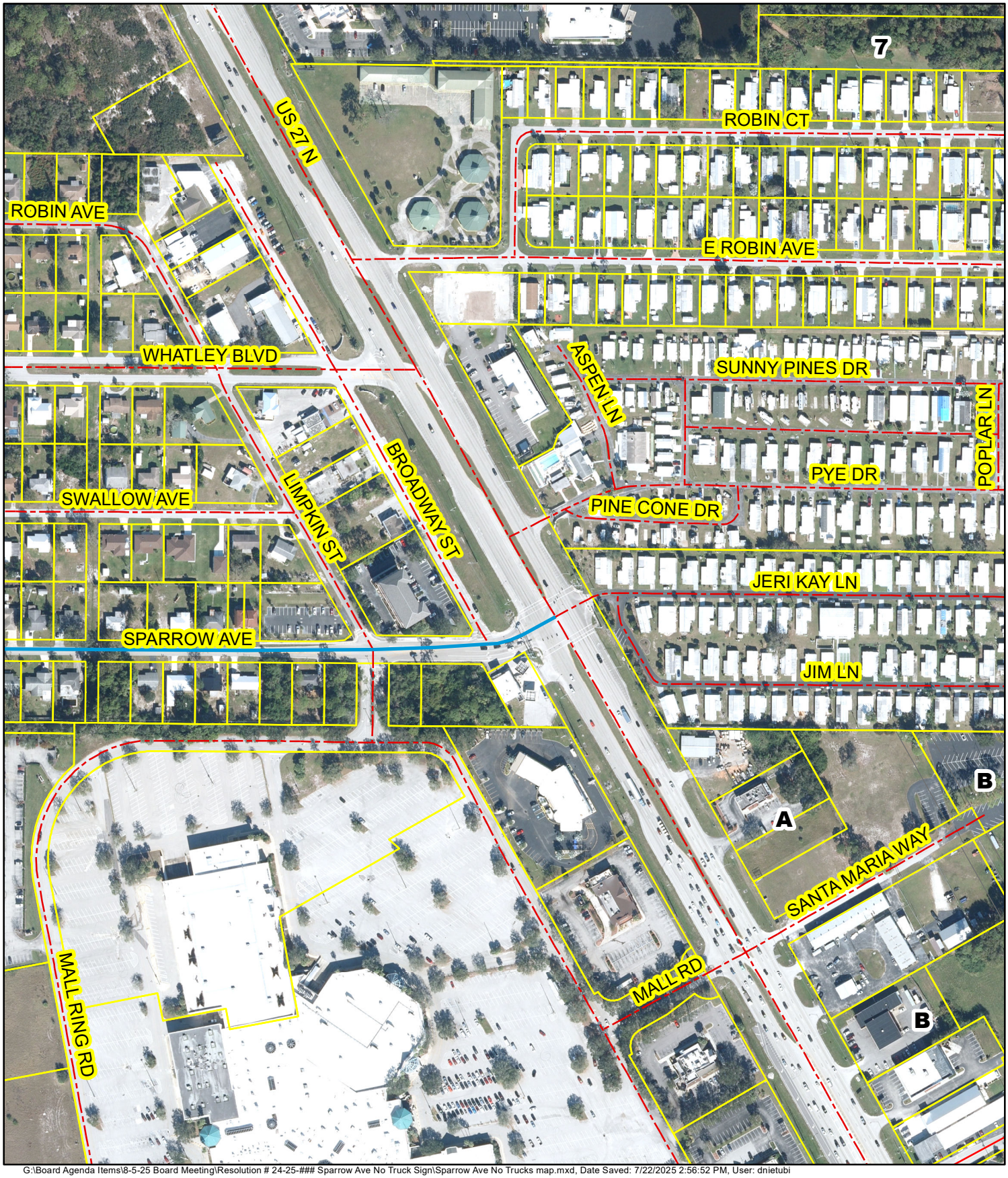
Highlands County Engineering Department

Reference Map
Sparrow Avenue and US Highway No. 27

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

For Reference Only - Not A Boundary Survey
Map Created: 7/22/2025

1 inch = 300 feet



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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-142 , authorizing the County Administrator to apply for Rural Infrastructure Fund grants.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-142 , authorizing the County Administrator to apply for Rural Infrastructure Fund grants.

FISCAL IMPACT

There is no fiscal impact at this time.

Attachments: Statement of Issue.docx
Attachments: Resolution Rural Infrastructure Fund Grants 24-25-142.SGS.docx

Statement of Issue

On July 21,2025, Florida Commerce announced the Rural Infrastructure Fund (RIF) grant program for rural counties, including Highlands County. The grant program is an economic development, workforce and business development tool that provides grants to facilitate the planning, preparing and financing of infrastructure projects in rural communities, which will encourage job creation, capital investment and the strengthening and diversification of rural economies. The deadline for grant submissions is September 5, 2025.

This resolution will grant the County Administrator authority to apply for grants in this program for Highlands County within the allocated timeframe. All awarded grants will be presented to the Board for approval at a later date. Any grants with fund matching requirements will be included in the appropriate budget as determined staff.

RESOLUTION NO. 24-25-142

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO RURAL INFRASTRUCTURE FUND GRANT PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR THE COUNTY ADMINISTRATOR TO APPLY FOR FY 2025-26 RURAL INFRASTRUCTURE FUND GRANTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On July 21,2025, Florida Commerce announced the FY 2025-26 Rural Infrastructure Fund (RIF) grant program with a deadline for submission of applications for such grants being September 5, 2025; and

WHEREAS, Highlands County qualifies as a rural county eligible to receive RIF program grants; and

WHEREAS, Highlands County recognizes the importance of infrastructure as an economic development tool which will ultimatey enhance the quality of life for the citizens of Highlands County; and

WHEREAS, due to the short time frame set for RIF grant application submittal, the County Administrator is unable to fully evaluate each of the grants with the impacted departments in sufficient time to meet the deadlines of the agenda process; and

WHEREAS, the County deems it in necessary and appropriate to authorize the County Administrator to evaluate and submit FY 2025-26 RIF grant applications to FloridaCommerce on behalf of Highlands County for projects which are deemed to be eligible and in the best interest of the citizens of Highlands County.

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

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

SECTION 2. AUTHORIZATION FOR COUNTY ADMINISTRATOR TO APPLY FOR FY 2025-26 RURAL INFRASTRUCTURE FUND GRANTS.

A. The County Administrator is hereby authorized to evaluate and submit applications to FloridaCommerce for various FY 2025-26 Rural Infrastructure Fund grants as deemed to be in the best interest of Highlands County.

B. The County Administrator shall notify the Board of County Commissioners, by way of informational agenda item, of the FY 2025-26 RIF grant applications which are submitted on behalf of the County.

C. Any grant which requires matching funds of the County will be included within the appropriate County Department budget for FY 2025-26.

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 authorization for the County Administrator to apply for Rural Infrastructure Fund grants with on behalf of Highlands County, 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.

[Signatures on Following Page]

PASSED AND ADOPTED this 5th day of August, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Laurie Hurner, County Administrator Leah Sauls, Development Services Director**

SUBJECT/TITLE: **Submission of a 2026 policy proposal to the Florida Association of Counties recommending an amendment to Florida Statue 162.06 (1)(b) removing the requirement for a person who reports a potential violation of a code or an ordinance to provide his or her name and address to the respective local government before an enforcement proceeding may occur.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

A board consensus for submitting a 2026 policy proposal to the Florida Association of Counties recommending an amendment to Florida Statue 162.06 (1)(b) removing the requirement for a person who reports a potential violation of a code or an ordinance to provide his or her name and address to the respective local government before an enforcement proceeding may occur.

FISCAL IMPACT

There is no fiscal impact at this time.

Attachments: 2026 FAC Policy Proposal - Code Enforcement.v2.pdf

Statement of Issue

2026 FAC Policy Proposal Submission Form

Deadline for submission is August 8, 2025 at 5:00PM.
Instructions: Once you begin the form you cannot save as a draft. You either have to finish and submit or start over if you leave the page. You can paste text into the form from another document.

The Florida Association of Counties is now accepting policy proposals as we begin the process of developing the 2026 Legislative Action Plan. Submitted proposals will be vetted by the standing policy committees at the FAC Policy Conference in September. Submitted proposals are finalized at the FAC Legislative Conference in November. If you would like to submit an issue for consideration in the program, please fill out the policy proposal submission form with as much information as possible. Background materials and supplemental documents may be attached to provide issue context, but do not serve as a substitute for filling out the proposal form.

Please note that in order to be considered for inclusion in the FAC Legislative Action Plan, a policy proposal must relate to a legislative issue of statewide, regional, or significant and widespread impact. Proposals that seek appropriations for individual counties or projects will not be considered.

- Name: Laurie Hurner
- County: Highlands
- Email: lhurner@highlandsfl.gov
- Phone Number: 863-402-6500
- Issue Summary: Florida Statute 162.06(1)(b), effective July 1, 2021, requires individuals reporting potential code violations to local governments to provide their name and address. While the intent of the statute was to reduce baseless complaints and discourage misuse of code enforcement systems, the change has had the unintended consequence of significantly reducing citizen participation in reporting due to fears of retaliation. We propose revising FS 162.06(1)(b) to once again allow anonymous code enforcement complaints, restoring a more effective and community-driven enforcement model, especially in fiscally constrained counties.
- Background: In 2021, Florida Statute 162.06(1)(b) was amended to prohibit anonymous complaints regarding code violations unless the violation presents an imminent threat to public health, safety, or welfare. While the statute aimed to improve accountability, it has had the opposite effect in many communities by discouraging residents from reporting legitimate concerns.

  Since the change took effect, our county has experienced a 29.88 percent decrease in total complaints, when comparing fiscal year 2018-2019 to fiscal year 2023-2024. This drop in reports

does not reflect a reduction in violations. Instead, residents often express fears about reporting code violations due to potential neighbor retaliation or concerns about their property being targeted while they are away, particularly among seasonal residents. In some cases, individuals submit false names or use alternate addresses, such as community clubhouses, in an attempt to file complaints without revealing their identities. These trends highlight the growing reluctance of the public to engage with the system under the current law.

- Analysis: This issue has had a measurable impact on our county. A significant portion of community concerns now go unreported. Residents frequently tell staff they are unwilling to provide their personal information because they fear creating conflict with neighbors or facing retaliation. Residents have stated, "This is my neighbor, I don't want to start a feud." Part-time residents, stated they were afraid of retaliation when not in their Florida home and worried that their property could be vandalized during the months they are away.

  The law disproportionately affects counties like ours that rely on a reactive, complaint-based code enforcement model due to limited resources. Without anonymous reporting, we lose a critical method of identifying and addressing code violations efficiently. Returning to an anonymous reporting system would likely increase call volume, but we have the staffing capacity to manage it. These calls also provide an opportunity to educate the public about local ordinances and promote voluntary compliance.

- Fiscal Impact: Allowing anonymous complaints would reduce the pressure to expand staffing for proactive enforcement and preserve limited resources.

  Estimated savings: $128,790 per additional Code Enforcement Official avoided

  - Average annual cost per Official: $75,776, including salary, benefits, supplies, and fuel
  - Vehicle cost: $53,014 every five years

- Does the county BoCC support the proposal?

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

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

SUBJECT/TITLE: **County Attorney Status Report as of July 29, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Log (as of 7.30.25).pdf

LONG RANGE ATTORNEY LOG

***Bolded/underlined** language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, and the travel policy in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	The Hospital Board has hired a law firm out of Tallahassee to draft proposed legislation that will assist the County with the ultimate sale of the hospital. The County Attorney's Office will help the process in any way requested in order to meet the Board's objective of selling the hospital.
Annexation of Enclaves and Right of Way Transfers (Formerly ISBA Process)	**Jerry Buhr contacted me a week ago to inform me that the City of Avon Park is on hold with the original planned annexation and right of way transfer until the developer decides what it wants to do.**
Revisions to organization of Advisory Board and Committees	The County Attorney's Office continues to work on revisions to the creation documents for the various boards and committees. **The Lake Istokpoga Management Committee (LIMC) and the Natural Resources Advisory Commission (NRAC) are anticipated to be coming forward next.**
Update/Repeal of County policies which have been individually adopted, and which are not part of a codified manual	This refers to day-to-day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started researching the County's records to reveal all such policies.
Purchasing Policy revisions	The County Attorney's Office continues to work with Purchasing on the agreed framework for the new Procurement Manual, in addition to making revisions to the platform and documentation for solicitations.
Court Administration Interlocal Agreement	**Finalized and on the agenda for approval on August 5, 2025.**
Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. Landfill and other solid waste related fees are currently being analyzed, and the revisions will be brought before the Board shortly. We are also in the process of drafting documents to ensure that the fee revisions do not negatively impact on the County's Solid Waste Contract and the Municipalities. We anticipate having all items related to this matter brought before the

	Board by the **second** meeting in August.
TDC Grant Application and Agreement	The County Attorney's Office is working with TDC staff to revise the current Grant Application and associated Agreement.
Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.
Local Business Tax Act	The County Attorney's Office has attended meetings with all of the Commissioners regarding the re-establishment of the Business Tax Receipt (BTR) to understand the expectations of each. The County Attorney's Office is now completing additional research based on discussions with each Commissioner. **A meeting was held with the Tax Collector and he has requested that this requirement be implemented in 2026 because of other new responsibilities that he is taking on in 2025.**
Legislative Session Updates	The County Attorney's Office continues to monitor several bills that will impact our County and/or our County Departments and the services we provide and will report to the Board accordingly.
Housing (SHIP) Mortgage Documents	The County Attorney's Office will be reviewing and revising the SHIP Mortgage documents including the Satisfaction of Mortgage and Release documents to accommodate issues that we have been experiencing with title companies and with amending documents as necessary based on changes to the SHIP arrangement with property owners. **A meeting between Housing and the County Attorney's Office is scheduled for Monday, August 4, 2025.**
Ordinance changes for Fire Rescue	The County Attorney's Office continues to review the ordinance changes requested by Fire Rescue and is conducting research accordingly. The County Attorney's Office met with Fire Rescue on July 9, 2025, to review and discuss the first round of edits. A second meeting has been scheduled for July 30, 2025.
Code Enforcement	The County Attorney's Office is working with Code Enforcement to prioritize liens which are appropriate for foreclosure and violations which are appropriate for nuisance type lawsuits. **A meeting was held to plan for the Board Workshop related to Code Enforcement options.**
IMWID Ordinance Revisions	The County Attorney's Office in conjunction with County Administration is working with certain District landowners to find a solution to deal with the lack of funding to further maintain the District infrastructure.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 5, 2025

PRESENTER: Laurie Hurner, County Administrator

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

STATEMENT OF ISSUE

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **County Administrator Laurie Hurner**

SUBJECT/TITLE: **Workshop to discuss the proposed FY25-26 Budget**

STATEMENT OF ISSUE

RECOMMENDED ACTION

No action is necessary.

FISCAL IMPACT

No fiscal impact at this time.

Attachments: PROPOSED 25-26 Budget_8-5-25 Board Workshop.pdf
Attachments: Budget Worshop Summaries Rev Binder.pdf
Attachments: Ad Valorem Adopted_Actual - 10 Year.pdf

GENERAL FUND FY 25/26 RECOMMENDED BUDGET VS FY 24/25 ADOPTED - INCREASE

	FY 24/25 Adopted Budget	FY 25/26 Proposed Budget**	Proposed Budget Increase	% Increase
General Fund Depts. - Board	$ 29,264,106	$ 30,650,175	$ 1,386,069	4.74%
BOCC – Other (Mandates, etc)	16,045,419	16,364,117	318,698	1.99%
Sheriff	39,723,039	43,680,042	3,957,003	9.96%
Law Enforcement-BOCC	5,816,263	7,023,509	1,207,246	20.76%
E911 Program/Dispatch	1,152,609	1,268,418	115,809	10.05%
Clerk of Courts	5,687,205	5,981,850	294,645	5.18%
Property Appraiser	3,796,798	4,081,674	284,876	7.50%
Tax Collector	2,591,007	2,851,778	260,771	10.06%
Supervisor of Elections	1,761,003	1,827,396	66,393	3.77%
TOTAL	**$ 105,837,449**	**$ 113,728,959**	**$ 7,891,510**	**7.46%**

*

** Budgeting $12.4 Million Fund Balance to balance

GENERAL FUND
MILLAGE NEEDED TO COVER INCREASE

	FY 24/25 Adopted Budget	Budget Increase 5.0%	FY 25/26 Proposed Budget**	Above Allowed Increase	Mils to Cover Increase***
General Fund Depts. - Board	$ 29,264,106	$ 30,727,311	$ 30,650,175	($ 77,136)	(0.009)
BOCC – Other (Mandates, etc)	16,045,419	16,847,690	16,364,117	(483,573)	(0.059)
Sheriff	39,723,039	41,709,191	43,680,042	1,970,851	0.242
Law Enforcement-BOCC	5,816,263	6,107,076	7,023,509	916,433	0.113
E911 Program/Dispatch	1,152,609	1,210,239	1,268,418	58,179	0.007
Clerk of Courts	5,687,205	5,971,565	5,981,850	10,285	0.001
Property Appraiser	3,796,798	3,986,638	4,081,674	95,036	0.012
Tax Collector	2,591,007	2,720,557	2,851,778	131,221	0.016
Supervisor of Elections	1,761,003	1,849,053	1,827,396	(21,657)	(0.003)
TOTAL	**$ 105,837,449**	**$ 111,129,321**	**$ 113,728,959**	**$ 2,599,638**	0.320

*

** Budgeting $12.4 Million Fund Balance to balance

*** 0.1 Mils = $ 813,638

FUND BALANCE POLICY

Audited Fund Balance as of September 30, 2024	**$ 58,492,322**
Extraordinary Fund Anomalies:	
- ARPA Funds Collected/Unspent	**(8,331,165)**
- Fire Exemption Buy Down	**(3,564,432)**
Current Fund Balance budgeted in FY24/25	**(10,107,194)**
Fund Balance currently budgeted in FY 25/26	**(12,405,025)**
Remaining Unassigned Fund Balance Available	**$ 24,084,506**
General Fund Budget FY 25/26	**$ 113,728,459**
100% Grant Programs	**(7,475,293)**
Capital Items	**(1,300,176)**
Transfers to Other Funds	**(7,321,090)**
Reserve for Contingency	**(506,500)**
Total General Fund Balance Per Policy	**$ 97,125,400**
One Month Expenditures	**$ 8,093,783**
Number of Months of Available Fund Balance	**2.98 Months**

ADMINISTRATION FUND SUMMARY

ADMINISTRATION COST CENTER	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
2101 CO COMMISSIONERS	605,657	621,368	15,711	2.59%
2103 BOARD ATTY	599,639	647,941	48,302	8.06%
2104 CO ADMIN	937,618	922,430	(15,188)	-1.62%
2109 PIO	178,728	194,238	15,510	8.68%
TOTAL	**2,321,642**	**2,385,977**	**64,335**	**2.77%**

BUSINESS SERVICES FUND SUMMARY

BUSINESS SERVICE COST CENTER	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
2100 BUSINESS SVCS	285,520	290,775	5,255	1.84%
2105 COUNTY AUDITS	218,235	225,427	7,192	3.30%
2106 OMB	358,242	379,334	21,092	5.89%
2107 HR	515,526	544,619	29,093	5.64%
2108 NAV ASSESSMENT	149,829	154,800	4,971	3.32%
2111 CENTRAL SERVICES	2,515,700	2,646,607	130,907	5.20%
2558 PURCHASING	475,899	444,388	(31,511)	-6.62%
TOTAL	**4,518,951**	**4,685,950**	**166,999**	**3.70%**

PARKS & FACILITIES FUND SUMMARY

FACILITIES COST CENTER	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
2672 FACILITIES	2,566,823	2,769,248	202,425	7.89%
1031 COURTHOUSE FACILITIES	261,099	281,870	20,771	7.96%
1031B ST COURT FACILITIES	295,423	243,163	(52,260)	-17.69%
TOTAL	**3,123,345**	**3,294,281**	**170,936**	**5.47%**

PARKS COST CENTER	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
6102 PARKS DEPT	1,172,085	1,209,050	36,965	3.15%
6105 SPORTS COMPLEX	265,914	259,213	(6,701)	-2.52%
6103 FL BOATING	48,000	70,000	22,000	45.83%
TOTAL	**1,485,999**	**1,538,263**	**52,264**	**3.52%**

DIVISION GRAND TOTAL	**4,609,344**	**4,832,544**	**223,200**	**4.84%**

COMMUNITY PROGRAMS FUND SUMMARY

OTHER COMMUNITY PROGRAMS COST CENTER	24/25 Adopted Budget	25/26 Requested Budget	Difference	% Chg
5200 COMMUNITY PROGRAMS CENTER	173,681	184,018	10,337	5.95%
2991 VETERAN SERVICE OFFICE	319,066	302,533	(16,533)	-5.18%
3995 CHILDRENS ADVOCACY CENTER	482,254	542,983	60,729	12.59%
5229 HEALTHY FAMILIES	545,795	532,556	(13,239)	-2.43%
5330 COMMUNITY PROGRAMS SERVICES	18,461	69,457	50,996	276.24%
1052 MISDEMEANOR PROBATION	213,970	228,273	14,303	6.68%
TOTAL	**1,753,227**	**1,859,820**	**106,593**	**6.08%**

LIBRARIES COST CENTER	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
6208 HEARTLAND CO-OP	149,976	99,970	(50,006)	-33.34%
6209 LIBRARIES - AVON PARK	267,465	285,272	17,807	6.66%
6210 LIBRARIES - SEBRING	582,995	607,700	24,705	4.24%
6211 LIBRARIES - LAKE PLACID	297,578	312,293	14,715	4.94%
6212 LIBRARIES - COUNTYWIDE	196,959	221,544	24,585	12.48%
TOTAL	**$ 1,494,973**	**$ 1,526,779**	**$ 31,806**	**2.13%**
Combined Total (Less SHIP)	**3,248,200**	**3,386,599**	**138,399**	**4.26%**

SHIP COST CENTER	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
5366 SHIP ADM	311,053	255,486	(55,567)	-17.86%
5367 SHIP PRO	335,000	1,675,572	1,340,572	400.17%

TRANSPORTATION TRUST FUND SUMMARY

ENG COST CENTERS	24/25 Adopted Budget	25/26 Requested Budget	Difference	% Chg
4100 CO ENG	207,060	173,625	(33,435)	-16.15%
4101 ENG SVCS	3,217,016	3,286,464	69,448	2.16%
4105 TRAFFIC OPS	2,014,670	2,009,070	(5,600)	-0.28%
4998 GIS	339,992	367,746	27,754	8.16%
TOTAL	**5,778,738**	**5,836,905**	**58,167**	**1.01%**

SOLID WASTE

SW COST CENTERS	24/25 Adopted Budget	25/26 Requested Budget	Difference	% Chg
4210 REFUSE DISPOSAL	20,064,287	11,741,670	(8,322,617)	-41.48%
4215 LANDFILL CLOSURE	49,516	64,452	14,936	30.16%
4218 REFUSE COLLECTION	5,564,893	5,812,377	247,484	4.45%
TOTAL	**25,678,696**	**17,618,499**	**(8,060,197)**	**-31.39%**

TRANSPORTATION TRUST

R&B COST CENTERS	24/25 Adopted Budget	25/26 Requested Budget	Difference	% Chg
4200 R&B	129,982	131,914	1,932	1.49%
4102 R&B SVCS	7,067,021	6,999,541	(67,480)	-0.95%
4103 Bridge & Concrete	488,382	473,384	(14,998)	-3.07%
4104 Maint Shop &Whse	1,065,529	1,075,691	10,162	0.95%
4106 ROW Maint	797,597	837,837	40,240	5.05%
4108 Co. Shell Pit	306,257	287,186	(19,071)	-6.23%
TOTAL	**9,854,768**	**9,805,553**	**(49,215)**	**-0.50%**

NATURAL RESOURCES/ AQUATIC PLANT COST CENTERS	23/24 Adopted Budget	24/25 Requested Budget	Difference	% Chg
6303 NATURAL RESOURCES	654,360	475,024	(179,336)	-27.41%
6304 AQUATIC PLANT PROG.	775,437	766,993	(8,444)	-1.09%
TOTAL	**1,429,797**	**1,242,017**	**(187,780)**	**-13.13%**

PUBLIC SAFETY SUMMARY

Fund	Public Safety Cost Ctrs	24/25 Adopted Budget	25/26 Requested Budget	Difference	% Chg
005	3200 Public Safety Dir.	121,036	126,275	5,239	4.33%
174	3215 Fire Safety Inspections	165,630	174,700	9,070	5.48%
181	3217 Fire Assessments	11,602,043	11,804,029	201,986	1.74%
005	5105 Ambulance Service	9,737,144	10,182,969	445,825	4.58%
	TOTAL	**21,625,853**	**22,287,973**	**662,120**	**3.06%**

Fund	EOC COST CENTER	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
005	3991 LOCAL EMERGENCY MGMT	898,418	869,703	(28,715)	-3.20%
131	3994 INTERGOVT RADIO COMM	410,652	416,080	5,428	1.32%
005	3998B COMMUNICATION PROG	179,439	177,027	(2,412)	-1.34%
	TOTAL	**1,488,509**	**1,462,810**	**(25,699)**	**-1.73%**

COMBINED TOTALS	**23,114,362**	**23,750,783**	**636,421**	**2.75%**

DEVELOPMENT SERVICES FUND SUMMARY

DEVELOPMENT COST CENTERS	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
3400 DEV SVCS	207,061	216,608	9,547	4.61%
2700 CO PLANNING & ZONING	804,546	947,554	143,008	17.77%
6213 HISTORIC PRESERVATION	3,491	3,645	154	4.41%
3439 CODE ENFORCEMENT	632,185	797,963	165,778	26.22%
6306 NUISANCE ABATEMENT	116,500	187,000	70,500	60.52%
2810 OFFICE OF ECONOMIC DEV	458,759	470,920	12,161	2.65%
3440A BUILDING DEPT	2,021,854	4,164,628	2,142,774	105.98%
TOTAL	**4,244,396**	**6,788,318**	**2,543,922**	**59.94%**
W/OUT BUILDING DEPT	**2,222,542**	**2,623,690**	**$ 401,148**	**18.05%**

TDC COST CENTERS	24/25 Adopted Buget	25/26 Requested Budget	Difference	% Chg
5301 TOURIST DEV OPERATIONS	285,862	374,148	88,286	30.88%
5305 TOURIST DEV MARKETING	1,939,011	1,646,275	(292,736)	-15.10%
5309 TOURIST DEV ASSET	770,000	1,055,000	285,000	37.01%
TOTAL	**2,994,873**	**3,075,423**	**80,550**	**2.69%**

ADOPTED AD VALOREM TAXES & MILLAGE RATE
TEN YEAR HISTORY

	FY14/15	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26
Adopted Ad Valorem	36,743,398	37,527,488	38,408,551	38,984,673	39,752,897	41,565,379	43,361,681	46,088,445	49,599,977	53,758,765	57,613,117	61,836,462
Ad Valorem 100%	37,879,792	38,688,132	39,596,444	40,190,385	40,982,368	42,850,906	44,702,764	47,760,047	51,666,643	56,291,901	60,327,871	65,091,013
% Budgeted	97.00%	97.00%	97.00%	97.00%	97.00%	97.00%	97.00%	96.50%	96.00%	95.50%	95.50%	95.00%
Actual Collected	36,749,842	37,041,673	38,208,835	38,103,840	39,687,630	41,605,275	43,944,783	46,914,280	50,173,541	55,237,930	58,986,412	TBD
% Collected	97.02%	95.74%	96.50%	94.81%	96.84%	97.09%	98.30%	98.23%	97.11%	98.13%	97.78%	TBD
Excess/(Shortage) Collections	6,444	(485,815)	(199,716)	(880,833)	(65,267)	39,896	583,102	825,835	573,564	1,479,165	1,373,295	TBD
Adopted Millage Rate	8.5500	8.5500	8.5500	8.5500	8.5500	8.5500	8.5500	8.5500	8.1000	7.8500	7.6000	TBD

Collections as of 7/29/25

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Cyndie Kramer, Planning & Zoning Manager**

SUBJECT/TITLE: **Notice of Board Workshop held to review and discuss draft amendments to the Highlands County Comprehensive Plan.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue June 17 Workshop Notice.pdf

Statement of Issue:

Notice of Board Workshop held to review and discuss draft amendments to the Highlands County Comprehensive Plan

On June 17, 2025, at 10 a.m. or soon thereafter, the Highlands County Board of County Commissioners held a special meeting to review and discuss draft amendments to the Highlands County Comprehensive Plan, as part of the Evaluation and Appraisal Report (EAR) amendment process, pertaining to Housing, Intergovernmental Coordination, and Future Land Use.

When this workshop was moved from the regular Board meeting agenda to its own special meeting agenda, staff inadvertently neglected to create a separate meeting notice to be posted.

This workshop was held for informational purposes only, and no actions or votes were taken by the Board during this meeting. A video replay of the meeting is available to view at https://hcbcc.granicus.com/player/clip/3582.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER:

SUBJECT/TITLE: **Board payables from August 5, 2025, through August 14, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of board payables

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **August 5, 2025**

PRESENTER: **Laurie A Hurner, County Administrator**

SUBJECT/TITLE: **UF/IFAS Extension Highlands County Barn Manual**

STATEMENT OF ISSUE

RECOMMENDED ACTION

For Information Only

FISCAL IMPACT

No Fiscal Impact

Attachments: Barn Manual 25-26..PDF.pdf
Attachments: 4H Barn 220252026 stmt of issue.pdf



2025-2026

Sponsored by: The University of Florida/ IFAS Extension Highlands County, the Highlands County 4-H Foundation, and the Highlands County Board of County Commissioners

UF | IFAS Extension
UNIVERSITY of FLORIDA

18 U.S.C. 707

COUNTY OF HIGHLANDS STATE OF FLORIDA 1921

The Foundation for the Gator Nation is an Equal Opportunity Institution

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Contacts

UF|IFAS Extension Highlands County
Highlands County 4-H Office
P: 863-402-6540 | F: 863-402-6544
4509 George Blvd. Sebring, FL 33875

Highlands County Board of County Commissioners and Highlands County 4-H has a considerable investment of infrastructure dedicated to provide facilities to its constituents. To that end, facilities are provided at nominal fees based on the expectation that the cost for usage equals the cost of providing the facility.

All checks must be made payable to:

Highlands County BOCC

Emergencies

In an emergency situation, you may contact the 4-H office or County Extension Director. Emergency situations include things such as fire, injury to youth, death of or missing livestock, trespassers, etc. Non-emergency situations, in which youth and/or animals are not in immediate danger, may be reported via the Remind App, or email to kmcwaters@ufl.edu.

In a maintenance emergency situation, call: **863-402-6758** then contact the 4-H office or County Extension Director. Examples: busted pipes, thrown breakers, etc. If we do not know there is a problem, we cannot help fix it! Never leave water running - find a shut-off valve!

Barn Advisors

Highlands County 4-H Agent/C.E.D.: Kati Lawson
Office: 863-402-6540
Email: kmcwaters@ufl.edu
Highlands County Livestock Agent: Ally Bastien
Office: 863-402-6540
Email: alexandrabennett@ufl.edu
Highlands County Extension Emergency: Send message on Remind App

Barn Advisory Committee Members

Sarah Miller: sarahbmiller@live.com
Mike Hines: mhines1975@gmail.com
Clay Kinslow: claykinslow@gmail.com

General Ground Rules

The 4-H Barn and Arena Facility is governed by the Highlands County Extension Service. The 4-H Office and County Extension Director will be responsible for enforcing all rules and regulations for use, coordinating and scheduling events, and determining all facility expansion and repair needs necessary for the adequate upkeep, expansion, and improvement of the 4-H Barn and Arena Facility.

1. The livestock barn stalls are open to all bonafide 4-H members whom are 8 to 18 years old (as of Sept 1 of the current 4-H year) for their short-term 4-H project. You must register through 4-H Online, pay the $20 enrollment fee, attend the mandatory orientation, and submit completed rental paperwork and payment before moving your animal into the barn.

2. No person under the age of 19 years old will be allowed on the facility grounds with or without an animal, unless accompanied by a responsible adult.

3. Children below 8 years of age will not be allowed on the grounds due to safety and insurance considerations by University of Florida regulations.

4. Any and all users of the facility will be subject to the Highlands County 4-H Code of Conduct.

5. For liability purposes, the livestock barns are not open to the public. Any guest, such as a veterinarian, will need to sign a liability waiver before coming on the property to treat or work with your animal.

6. Selling and solicitation on the property are strictly prohibited.

7. Dogs or any other animal other than your 4-H project are prohibited.

8. In the event that you damage, lose, or use and do not return something, you are responsible for replacing and/or fixing that item. This includes, but is not limited to, any arena/barn property such as: perimeter fencing, stall boards, gates, locks, etc.

9. In order to make alterations to your stall, you must submit a Stall Alteration Request Form to the Barn Committee for approval. No alterations are to take place without approval from the committee.

10. All gates must be kept closed and fastened except when entering, working in, or exiting them.

General Ground Rules

10. Drinking, smoking, other mind-altering substance use, romantic displays, profane language, or disrespectful behavior are strictly prohibited.

11. You must sign in prior to entering the facility and sign out upon exiting. Sign-in sheets will be checked to ensure that animals are being taken care of.

12. All equipment must be returned to the storage areas upon completion of use on a daily basis.

13. Any damage or unsafe conditions existing at the time the exhibitor arrives at the facility must be reported to the 4-H office or County Extension Director immediately. If it is after hours, please contact facilities or the County Extension Director immediately. Use sound judgment when determining emergency situations.

14. Trash should be removed each time you leave the barn. Do not bring in trash cans or trash bags. All areas of the barn, arenas, and grounds must be picked up and clean. You will be fined $50 if you are caught littering. The compost bin is for animal waste, plant materials, and other natural items. There is no dumpster at the barn. You are required to haul off your own trash.

15. Leave bathrooms clean and make sure all water (which is not a water source for animals) and electricity is turned off.

16. Exterior gates are to remain locked when no one is at the barn.

17. You must follow all UF and CDC guidelines regarding COVID-19; including wearing masks, social distancing, and not sharing supplies.

18. Violations of any rules and regulations can result in a suspension of access to or use of the Livestock Arena Facility for a minimum of one year.

Rules for Stall Use

1. Only those who are boarding animals in the livestock barn shall have keys to the outside gates. Keys may not be duplicated or loaned for any reason. In the event that an exhibitor is unable to care for their animal, a key may be signed out with the written consent of the animal owner and permission of the 4-H office between 8:00 AM and 5:00 PM Monday through Friday at the Extension office.

2. Stalls must be kept secure by leasee. Unruly/dangerous animals will be required to vacate the facility.

3. Stalls must be left clean and raked. Manure must be placed in the designated area-between the concrete blocks in the composter. Stalls must be cleaned daily. This includes cleaning feed and water buckets regularly. Do not dump food or waste in communal areas.

4. The wash racks and scales must be cleaned after each use.

5. Tack stalls are shared areas and must be kept neat and tidy. We are not responsible to for lost, stolen, or damaged items.

6. Exhibitors are responsible for taking care of their own animal, including proper vaccinations and animal identification tags.

7. Exhibitors must feed and water their animal(s) at least once a day. Exhibitors must sign in and out each time they come to the barn.

8. Exhibitors are responsible for weed control and control of internal and external parasites, including flies.

9. Animals must remain within the interior fence at all times. Animals may be turned out to graze only in designated areas and only when the exhibitor is present. We are not responsible for ingestion of toxic plants, hazardous materials, or any other item that may cause harm. Cattle over the age of six months are recommended to have a magnet placed in the reticulum to prevent hardware disease.

10. Excessive correction of an animal which becomes abusive is prohibited.

11. Never tie an animal to a stall board unattended. Always leave animals enough slack to lie down, but not enough to tangle themselves.

Rules for Stall Use Continued...

12. No companion animals are allowed with stalled animals.

13. Hay nets and feed buckets must be fastened securely and be high enough to prevent animals from becoming tangled. Soft rubber feed dishes are allowed.

14. Failure to obtain proper veterinary care for a sick or injured animal on a timely basis is unacceptable and will lead to the termination of your lease.

15. Exhibitors may not exercise an animal by spooking or chasing it on the grounds.

16. Official stall cards must be displayed on the stall. These will include the exhibitor name, 4-H Leader, and phone number.

17. The exhibitor is responsible for all transportation of their animal(s), feed, and supplies.

18. Other services and fees which occur during the livestock project are solely the responsibility of the exhibitor.

19. Exhibitors are responsible for their own equipment and supplies.

20. Ethical behavior is expected at all times; youth are expected to follow labeling of products, treat each other and their animals with respect, use animal products on animals, reflect animal industry standards in all possible cases, etc.

21. Work days and meetings presented by the Extension Staff to lease holders must be attended by all lease holders unless otherwise specified.

When in doubt, remember the basics:

- If you own it, feed it.
- If it drinks water, give it some.
- If you unlock it, lock it back.
- If you open it, close it.
- If you borrow it, return it.
- If you don't know, ask.
- If you put it down, pick it up.
- If it's dirty, clean it
- If you lose it, replace it.
- If you smoke, DON'T.
- If you drink, DON'T.
- If you make a mess, clean it up.
- If you break it, you pay for it.
- If you turn it on, turn it off.
- If you break it, fix it.
- If you move it, put it back.

Warnings, Appeals & Rental Fees

Warnings

1st Warning: Written warning
2nd Warning: Written warning
3rd Warning: You will be dismissed from the barn. 7 days will be allowed for you to find new accommodations for your animal.

We reserve the right to proceed directly to dismissal of an exhibitor and animal if the offense is serious enough to warrant such measures. Situations in which an animal goes with-out feed/or water, filthy pens, or other animal neglect or abuse will be fined $50 and placed on a one year probation for the first offense.

Appeals

Appeal of any rule imposed, enforcement of that rule, or disciplinary action taken by the 4-H office and County Extension Director may be appealed, in writing accompanied by a $100.00 money order made payable to the Highlands County 4-H Foundation. All written appeals may be given to the 4-H office, to be presented to the Review Committee. Within 24 hours of filing a protest, the Review Committee will vote on the matter. Once the ruling is made, the matter will be considered closed; no further action will be considered. If the ruling is in favor of the appealer, the $100.00 will be returned; otherwise the appealer forfeits same. The committee is comprised of extension faculty, staff, and Highlands County 4-H Foundation board members.

Stall Rental Fees

A Security Deposit of $50.00 will be required per exhibitor to hold the desired number of stalls. This deposit is refundable at the termination of the lease pending a favorable inspection and receipt of key by the 4-H staff.

Bovine: There will be a one-time $150 rental fee per animal plus tax.
Goats: There will be a one-time $100 rental fee per animal plus tax. There are limited number of stalls for goats at this time.
Swine: There will be a one-time $75 rental fee per animal plus tax.

Lease terms are not to exceed 10 months. The barn will be shut down after the Highlands County Fair. This rest period will allow for proper biosecurity practices to be adhered to, as well as complete maintenance to the barn facilities which will help to reduce disease transmission and keep animals safe. The barn will reopen once the facility has been properly treated and any necessary repairs are made.

Procedures & Checklist

Stalls are available to registered 4-H youth for their short-term 4-H projects only. Stall rental is first come, first serve. Stalls will not be reserved until all requirements have been completed. Stall assignments may vary from year to year.

1. To reserve a stall, the exhibitor and one parent/guardian must:
   - Be a paid and actively enrolled 4-H member
   - Attend a mandatory barn rental meeting advertised by the 4-H Agent
   - Participate in a mandatory barn clean up event
   - Sign lease and Hold Harmless Clause
   - Pay $50 security deposit and stall rental fee (plus sales tax)

2. Once all requirements have been met, exhibitors will
3. Obtain gate key
4. Obtain stall card
5. Obtain stall assignment
6. Be permitted to bring your animal on property
3. If your animal does not meet the requirements for acceptance into the fair, you have 7 days from the weigh-in date to vacate the barn. On the 8th day, the lock on the stall will be cut and the animal will be turned over to Animal Control.

You must have a lease for each animal you house in the 4-H Barn. Be sure you follow proper procedures for each animal. Exhibitors are responsible for transportation to and from the facility for feeding and caring for their animals. Exhibitors are also responsible for transporting their animals to and from the facility for weigh-ins, health checks, shows, etc...

You have one week following the fair to remove all personal items, clean your stall, turn in your keys, and have your stall inspected. You will receive a check reimbursing your security deposit to the mailing address on your lease. **Failure to complete the above will result in forfeiture of your deposit.** Deposits cannot be forwarded to the next year.

STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE
FOR USE/LEASE AGREEMENTS, ETC.

_____ agrees to
(Print Name of event holder/lessee)
indemnify and hold harmless Highlands County, a Political Subdivision of the State of Florida, and its elected Officials, its Agents, Employees and Volunteers or any other person [hereinafter referred to as "Highlands County"] against loss or expense including attorney's fees, by reason of the liability imposed by law upon Highlands County except in case of Highlands County's sole negligence, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of its employees or agents or any other person. It is further understood and agreed that _____ shall
(Print Name of event holder/lessee)
(at the option of Highlands County) , defend Highlands County with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

Highlands County 4-H Arena Lease Agreement

I, _____, have read and agree to uphold the rules and regulations outlined by the Highlands County 4-H Livestock Barn Rules and Regulations Handbook. I understand that if I alter my pen to best suit my animal, it is my responsibility to return it to its proper condition prior to the end of my lease, or risk losing my deposit. I understand that I will be required to attend a mandatory orientation and there will be periodic inspections of the arena area, to ensure the observance of the rules outlined in the Handbook. I also understand that the County reserves the right to excuse myself and my animal, should they find proof that I am not following the rules outlined in the Handbook.

Full size lease agreements will be provided to you when you sign your lease. These copies are for your records.

COVID Guidelines for the 4-H Barn

These guidelines were developed in accordance with State and County regulations regarding the prevention of the spread of COVID-19. Any person using the 4-H barns will be required to adhere to these policies.

1. If you or someone in your household is experiencing fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea, do NOT show up to do farm duty.

2. Wash your hands before and after farm duty.

3. Before you leave the farm, please use cleaning wipes to wipe down stall handles, food bins, and any other surfaces that are touched frequently.

4. You must use your own equipment and supplies. Sharing of items is discouraged.

5. You must maintain 6ft social distancing.

6. Masks / face coverings are encouraged while on County property.

7. If you or a member of your household contracts COVID-19, you must self-quarantine for 14 days and will not be permitted on the grounds. It is the responsibility of the youth to find an adult to care for your animal (not from the same household) during your quarantine or remove your animal from the premises.

8. You must also make alternate arrangements for your animal(s), should the fair cancel the livestock sale.

9. Have a contingency plan in the event that the 4-H barn shuts down due to an outbreak or changes to the County, State, or 4-H phases and guidelines in response to COVID-19.

Florida 4-H Code of Conduct

As a participant in 4-H at the local, state, and/or national level, I have the responsibility of representing the UF/IFAS Extension 4-H Youth Development Program to the public. Therefore, I am expected to conduct myself in a manner that will bring honor to me, my family, my community, and 4-H. To do that, I must abide by the following rules:

1. Obey local, state, and federal laws. Follow County, District, State and/or National 4-H policies. Abide by any special rules for a 4-H event or activity.

2. Speak and act in a responsible, courteous, and respectful way. Harassment, threats, or bullying of any type, is prohibited.

3. Act responsibly to maintain a safe environment for all participants. Acting in a manner that could endanger the health, safety, or welfare of yourself or others, is prohibited. Report threats to the wellbeing of any participant immediately to the adult in charge.

4. Possession or use of tobacco, alcohol, or illegal drugs is prohibited. Possession or use of approved medications by youth during a 4-H function must be reported to the adult in charge and must not be accessible to other participants.

5. Possession or use of weapons or other dangerous objects is prohibited, except when required as part of an approved educational program. Weapons are defined to include, but are not limited to, guns, knives and incendiary or explosive devices of any kind.

6. Respect all property, facilities, equipment, and vehicles. I will be responsible for any damage or other consequences resulting from my behavior.

7. Participate fully in 4-H functions. Be in the assigned program areas (example—dorms, cabins, programs, etc.) on time. If I am unable to attend or participate, I will tell the adult in charge. Help others have a pleasant experience by making every attempt to include all participants in activities.

Florida 4-H Code of Conduct Continued...

8. Dress appropriately for each 4-H function.

9. Use of any mobile electronic device during a scheduled 4-H activity is prohibited unless activity-specific rules otherwise allow. When permitted, they should be used only in a manner that is consistent with the approved activity and not discourteous or disruptive.

10. The belongings of youth participants, including but not limited to bags, purses, computers, other electronic devices, lockers and vehicles, are subject to search and seizure by 4-H faculty/staff, and in some instances a volunteer designee, upon reasonable suspicion that a prohibited and/or illegally possessed substance or object is contained within that area. (If an adult is suspected, this will be handled by law enforcement.)

4-H Pledge

I pledge
my head to clearer thinking,
my heart to greater loyalty,
my hands to larger service,
and my health to better living,
for my club,
my community,
my country
and my world.

Additional Resouces:

Highlands County 4-H Barn Google Site:
highlands-county-4-h-barn
4-H Barn Remind 101 Class Code:
@202420254h
Highlands County 4-H Facebook:
https://www.facebook.com/HighlandsCounty4H
University of Florida/ IFAS Extension, Highlands County Website:
http://sfyl.ifas.ufl.edu/highlands/
4-H Online Enrollment: https://v2.4honline.com/
Florida 4-H: http://florida4h.org/
University of Florida Electronic Data Information Source:
https://edis.ifas.ufl.edu/
National 4-H Website: https://4-h.org/

STATEMENT OF ISSUE

Item: UF/IFAS Extension Highlands County Barn Manual

The UF/IFAS Extension Highlands County Barn Manual was created for youth showing animals in the Highlands County Fair and housing their animals at the 4-H Barn. This manual has been adopted since 2017 by the Highlands County Commission and only format and clarification items have been changed.