HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, September 06, 2022
9:00 AM

AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, September 6, 2022, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Industrial Development Authority/Highlands County Economic Development Commission will hold a general body meeting on Wednesday, September 7, 2022, at 8:00 a.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

A Public Hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate will be held at 1:30 p.m., on Wednesday, September 7, 2022, in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold a Budget Public Hearing on Thursday, September 8, 2022, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Heartland Library Cooperative Governing Board will meet at 10:30 a.m., on Wednesday, September 14, 2022, at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid

The Highlands County Board of County Commissioners will hold a Final Budget Public Hearing on Tuesday, September 20, 2022, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold a Special Meeting to honor our Volunteer Firefighters for their years of service on Tuesday, September 20, 2022, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Recognition of Development Services Director Leah Sauls and County Engineer Clinton Howerton for graduating from the Certified Public Management Program.*
Interim County Administrator Laurie Hurner

6.B *Recap presentation from Citizens Preparedness Academy*
Gloria Rybinski, Public Information Officer and Karen Clogston, Public Information Assistant
Funds used for the project are from the Duke Energy grant.
2022 Academy recap.pdf

6.C *Recognition of the Highlands County Tourist Development Council (TDC) for their recent Flagler Award presented by VISIT FLORIDA at the 2022 Florida Governor's Conference on Tourism.*
Casey Hartt, Lead Marketing Consultant

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the June 21, 2022, July 5, 2022, July 19, 2022, and August 2, 2022 Regular Meetings of the Board and the minutes from the July 12, 2022 Special Meeting (Workshop) of the Board.*
062122REG.pdf
070522REG.pdf
071922REG.pdf
080222REG.pdf
071222WORKSHOP.pdf

8.B *Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 22-23.*
Vikki Brown, Highlands Library System Manager
The fiscal impact will be an estimated increase of $203,988 to Fund 005 (General) in FY22-23.
HIGHLANDS CertificationofHours.pdf
2022-23-state-aid-estimates.pdf
HIGHLANDS 2022-2023 StateAidToLibrariesGrantAgreement.pdf

8.C *Request approval to write-off uncollectible debt owed for asphalt damage on Haw Branch Road from JMR Services.*
Jonathan Harrison, Road and Bridge Director
The fiscal impact will be the lack of expense reimbursement from JMR Services in the amount of $631.58.
JMR Services Non-Payment, Haw Branch Rd 02.01.2021.pdf
BORD002522.pdf

8.D *Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc. November 15 through November 17, 2022*

Clinton Howerton, Jr., P.E., County Engineer
Landfill staff estimates that the Highlands County Ag-Venture, Inc. event will generate approximately three (3) tons of waste at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon Highlands County Ag-Venture's estimate of 1 (one) 20-yard dumpster for the event.
Ag Venture Letter 08-10-22.pdf
Highlands County Ag-Venture Inc - Waived Tipping fees.pdf

8.E *Request acceptance of the Duke Energy Florida Economic Development Marketing Assistance allocation in the amount of $25,000 and adoption of Resolution 21-22-176 for Budget Amendment 21-22-123 to set up Project 21107 (Duke Energy FL Economic Dev. Marketing Assistance).*
Jeff King, Executive Manager of Business and Economic Development
The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY21/22. This budget amendment is recognizing additional revenue in the amount of $25,000.00 in Fund 005, cost center 2810 (Economic Development), and project 21107.
21-22-123 Project 21107 Duke Energy FL Economic Development Marketing Assistance (BA).pdf
21-22-123R 21107 Duke Energy FL Economic Development Marketing Assistance (Resolution).pdf
Duke Energy Award Email

8.F *Request acceptance of the Rural Toolkit Site Preparedness Grant from Enterprise Florida Inc. in the amount of $25,000 and adoption of Resolution 21-22-177 for Budget Amendment 21-22-124 to set up Project 21108 (Rural Toolkit Site Prep).*
Jeff King, Executive Manager of Business and Economic Development
The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY21/22. This budget amendment is recognizing additional revenue in the amount of $25,000.00 in Fund 005, cost center 2810 (Economic Development), and project 21108.
21-22-124 Project 21108 Rural Toolkit Site Prep (BA).pdf
21-22-124R Project 21108 Rural Toolkit Site Preparedness Grant (Resolution).pdf
2022 Highlands County Rural Site Preparedness Grant FINAL .doc

8.G *Request approval to move forward with the sale of 5 County owned surplus properties and provide the County Administrator authority to execute the Deeds.*
Amanda Valentine, Purchasing Analyst
The fiscal impact is revenue totaling $ 35,202.08 to the General Fund from the sale of the properties and properties will be back on the Tax Roll
Notice of Intent - Revised 8.15.22.pdf

8.H *Request approval of the Florida Department of Environmental Protection Grant Agreement between the State of Florida and Highlands County Board of County Commissioners for the Memorial Trailhead Park.*
Brandon Gunn, Projects Manager
Fiscal Impact is an increase of $199,460.00 to Fund 005.
A23032_Memorial Trailhead Park_Grant Agreement.pdf

8.I *Request approval to increase Marketing in the amount of $10,000, an additional*

allocation from Duke Energy Foundation designated to project 20066.
Jeff King, Executive Manager of Business and Economic Development
There is no fiscal impact. The funds used to increase this purchase ordered were already assigned by the Commission at the Aug. 17, 2021, Board meeting. The Duke Energy Grant in the amount of $10,000 reflect a net $0 cost to the County.
PCR for Project 20066 Ecoom Dev Marketing Campaign (signed).pdf
SMB 144 PAGE 17.pdf
RES. BOOK 32 PAGE 7.pdf
2022 Duke Foundation Grant Scope - 20066 - $10k.pdf

8.J *Request Approval of Budget Amendment 20-21-113 to clean up Project 18366.*
Lucy Castillo, Housing Programs Coordinator
There is no fiscal impact to Fund 166 (SHIP) or the overall budget.
21-22-113 SHIP Project 18366 Cleanup (BA).pdf

8.K *Request approval to extend Waiver of Fees for Special STARS (affiliated with Ridge Area ARC),for the rental of the O.S. Sam Polston Auditorium and Conference Room 1 at the Bert J. Harris Agricultural Center.*
Lance Marine, Parks & Facilities Director
The fiscal impact would result in a loss of revenues to account 3475300 of approximately $720.00
Special STARS Letter of Waiver - 2022-23.pdf
Fees Wavied 08.22.2022.pdf

8.L *Request consideration of wavier of fees and damage deposit for the Redbeach Community Homeowners for the rental of the Desoto Community Center for Fiscal Year 2022-2023.*
Lance Marine, Parks & Facilities Director
The fiscal impact would result in a loss of revenues to account 3475300 of approximately $400.00.
Redbeach Lake Homeowners FY22-23 Waiver Req Ltr.pdf
Fees Wavied 08.22.2022.pdf

8.M *Request approval to extend waiver of fees and damage deposit for Nu-Hope Elder Care Services, Inc. for the rental of the O.S. Sam Polston Auditorium at the Higlands County Bert J. Harris Jr., Agri-Civic Center for their annual Thanksgiving Dinner.*
Lance Marine, Parks & Facilities Director
The fiscal impact would result in a loss of revenues to account 3475300 (Agri-Civic Center) of approximately $500.00.
NuHope Elder Care Services 07.22.2022.pdf
Fees Wavied 08.22.2022.pdf

8.N *Request consideration of approval for waiver of fees for the 2022-2023 Sebring High School Boys and Girls Soccer Program for the use of the Highlands County Multi-Sports Complex.*
Lance Marine, Parks & Facilities Director
The fiscal impact would result in a loss of revenues to account 3475100 of approximately $4,975.00.
SHS Request 2022.docx
Fees Wavied 08.22.2022.pdf

8.O *Request adoption of resolution 21-22-179 for Budget Amendment 21-22-127 in the amount of $2,524.00 to purchase a signature capture device for the Compuweigh software & hardware upgrade.*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact will be an increase to Fund 401 (Solid Waste Enterprise Fund) Account 3999100 (Fund Balance brought forward) in the amount of $2,524.00 and will be appropriated in Project 21081(Compuweigh Upgrade).
21-22-127 Project 21081 Compuweigh Upgrade (BA).pdf
21-22-127R Project 21081 Compuweigh upgrade (Resolution).pdf

8.P *Request adoption of Budget Amendment 21-22-130 to transfer Resurfacing funds for Carey Ave NW and Lake Groves Rd projects.*
Jonathan Harrison, Road & Bridge Director
There is no additional fiscal impact to Fund 151 or the overall budget. This budget amendment is merely moving adopted funds from 55303 (Resurface Asphalt) and re-appropriating said funds into Project 21016 and 21019 in the amount of $64,000. In addition, this budget amendment is realigning funding from account 56300Z (Project Improvements) to account 56301Z (Project Capital Infrastructure) in Projects 21016 and 21019 in the amounts of $42,000 and $168000, respectively.
21-22-130 Projs 21016_21019 Transfer from Resurface Asphalt (BA).pdf

8.Q *Request adoption of Resolution 21-22-180 for Budget Amendment 21-22-128 to set up resident funds for Project 21109 Aquatic Spraying Cost Share Program.*
Jonathan Harrison, Road & Bridge Director
The fiscal impact is to increase Fund 005 (General) and overall budget for FY 21/22 in the amount of $10,000 which is being appropriated to Project 21109 (Aquatic Spraying Cost Share Program) in account 54600Z (Project Repair & Maintenance). This budget amendment is also transferring funds from Cost Center 9990 (Budget Expenditures AC/005, account 59900 (Reserve for Contingency) in the amount of $10,000 to Project 21109, account 54600Z for a total of $20,000 available for aquatic spraying in FY21/22 .
21-22-128 Project 21109 Aquatic Spraying Program (BA).pdf
21-22-128R Project 21109 Aquatic Spraying Cost Share Program (Resolution).pdf
Aquatic Spraying Cost Share Program.SGS final.pdf
21-22-128 Project 21109 Aquatic Spraying Program (Reserve).pdf

8.R *Request adoption of resolution 21-22-178 for Budget Amendment 21-22-126 in the amount of $135,856.00 to purchase Federal Wetland Mitigation Credits, Eagle Nest Take Permit mitigation credits, and additional engineering and permitting services by Chastain Skillman, Inc. for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining for Cover Material Project*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact will be an increase to Fund 401 (Solid Waste Enterprise Fund) Account 3999100 (Fund Balance brought forward) in the amount of $135,856.00 and will be appropriated in Project 20045 (HSWMC-Borrow Pit Mining 20-21).
21-22-126 Project 20045 HCSWMC - Borrow Pit Mining (BA).pdf
21-22-126R Project 20045 HCSWMC - Borrow Pit Mining (Resolution).pdf

8.S *Request approval of Budget Amendment 21-22-125 to realign Sheriff budgets within General Fund.*
Paul Blackman, Sheriff

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within cost center 1030 (Gen OP Cthse Security), 3101 (Sheriff) and 3323 (Detention and Correction between accounts 51001 (Personal Services Elected Official), 53001 (Operating Expense Elected Official) and 56001 (Capital Outlay Elected Official).
21-22-125 Sheriff realignment to actual (BA).pdf

8.T *Request adoption of Resolution 21-22-181 for Budget Amendment 21-22-129 to Transfer funds from Project 16056 HCSO Detention Reconfiguration into Project 21029 Jail Kitchen Hood*
David Nitz, OMB Manager
There is No net Fiscal Impact.
21-22-129 Project 21029 Jail Kitchen Hood (BA).pdf
21-22-129R Project 21029 Jail Kitchen Hood (Resolution).pdf

8.U *Request approval of Task Order Assignment #1-1 (TOA #1-1) with Chastain Skillman, Inc. for Additional Engineering and Permitting Services on the Highlands County Solid Waste Management Center – Borrow Pit Mining and Cover Material Project.*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact will be an increase to Fund 401 (Solid Waste Enterprise Fund) Account 3999100 (Fund Balance brought forward) as the $39,606.00 portion amount of a total amount of $135,856.00 (included in BA 21-22-126) will be appropriated in Project 20045 (HSWMC-Borrow Pit Mining 20-21).
20-024 Chastain Skillman TOA 1-1 signatures.pdf

8.V *Request to appoint Regular Voting Members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).*
Rachel Barry, Zoning Supervisor
No fiscal impact.
Chris Shoemaker Resume
Emma_Ezell_Resume.pdf

8.W *Request to appoint Toby Frost and Debra Downing as voting members of the Children's Services Council.*
Julie Alexander-Richardson, Children's Advocacy Center Manager and Children's Services Council Executive Director.
There is no fiscal impact.
Pages from FW_ Committee Application_Downing.pdf
Pages from RE_ Committee Application_Frost.pdf

9 PUBLIC HEARING

10 ACTION AGENDA

10.A *Request to approve trade in of the Landfill's John Deere 1050 Dozer, Asset LF321, to purchase a new John Deere 850L XLT Dozer.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact is an increase to Fund 401 (Solid Waste) and to the overall FY 21/22 budget in the amount of $47,385.75, the net amount received from the trade-in offset by the purchase of the new John Deere 850L XLT Dozer.

08-08-22 Trade-in Memo John Deere 1050 Solid Waste and Backup Revised.pdf

10.B *Request approval of the Tourist Development Council's recommendation for the FY 2022-2023 Marketing Plan and Budget.*
Casey Hartt, Lead Marketing Consultant
The fiscal impact will be an increase of $78,642 to Cost Center 5305 (Marketing and Promotion) which will occur with a budget amendment after 10/1/22.
TDC-Budget-pres-2022-2023.pdf
8.11..22 TDC Minutes Draft.pdf

10.C *Request adoption of Resolution 21-22-175 for Budget Amendment 21-22-122 to add additional funds to Project#18007 Heron St. from Hammock Rd. to Howey Rd.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of $220,546.00 and will be appropriated in Project 18007 (Heron St. Roadway Improvements.) All monies herein will be reimbursable to FDOT under their grant funding program.
21-22-122 Project 18007 Heron St Roadway Improvements (BA).pdf
21-22-122R Project 18007 Heron St Roadway Improvements (Resolution).pdf

10.D *Request approval of the American Rescue Plan Act (ARPA) Subrecipient Agreement with Sun 'N Lake Improvement District*
Liz Barber, Legislative Affairs & Grant Coordinator
ARPA signed by SNL doc.pdf

10.E *Request approval of Professional Services Agreement between Highlands County and Jones Edmunds & Associates, Inc. for Design Services for Class I Landfill Expansion Pursuant to RFP No. 22-004 and Budget Amendment 21-22-132.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $771,564.00 within Project #21078.
21-22-132 Project 21078 Landfill Cell Expansion (BA).pdf
2022-08-25-PECON-HighlandsCo-22-004.pdf

10.F *Request approval of State of Florida Law Enforcement Salary Assistance ("LESA") award and authorize Board Chair to sign Grant Award.*
Paul Blackman, Sheriff
There will be an increase in revenue and expenditure in Fund 005 (General) for FY 22-23 in the amount of $945,000.
Sheriff 7G029 - Highlands - LESA Award.pdf
Sheriff LESA Grant Funding Plan.pdf

10.G *Request adoption of Resolution 21-22-182 for Budget Amendment 21-22-131 for Pre-EOY Negative Account balance Clean-Up in Various Cost Centers.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 181 (Fire Assessment) ONLY and the overall budget in the amount of $425,000.
21-22-131 Misc. Cost Center Cleanup (BA).pdf
21-22-131R Misc. Cost Center Cleanup (Resolution).pdf
21-22-131 Misc. Cost Center Cleanup (Reserve).pdf

10.H *Request to execute the attached Resolution 21-22-174 and Supplemental Agreement No. 01 and Revised Exhibit B with the State of Florida Department of Transportation (FDOT) to provide additional funding needed to complete construction for the widening and resurfacing for Project#18007 Heron St. from Hammock Rd. to Howey Rd.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of $220,546.00 and will be appropriated in Project 18007 (Heron St. Roadway Improvements.) All monies herein will be reimbursable to FDOT under their grant funding program.
Res. 21.22.174_FDOT Project 436641-1-54-01.SGS.pdf

10.I *Request to appoint seven members to the to the Highlands County Future Growth Fund Advisory Committee.*
Leah Sauls, Development Services Director
Clinton Howerton, Jr, County Engineer
There is no fiscal Impact.
Committee Application_Andew Lethbridge.pdf
Committee Application_Carl Cool.pdf
Committee Application_Christine Lopez.pdf
Committee Application_Doug Waltz.pdf
Committee Application_Emily M Jones.pdf
Committee Application_Jodi Fountain.pdf
Committee Application_Peter H McDevitt.pdf
Committee Application_Sara Pipal.pdf
Committee Application_Sharon Dougan.pdf
Committee Application_Steve Fruit.pdf
Committee Application_William R. Handley.pdf
Committee Application_Bill Brantley.pdf
Committee Application_Chantel Parris.pdf

10.J *Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance annual renewal for fiscal year 2022/2023.*
Sherri L. Bennett, Human Resources Manager
The estimated premium of $ 1,921,100 is included in the FY 22/23 budget. This is an increase of $399,600 from the previous year.
HCBCC Exec Summary 22-23 2.pdf
HCBCC Premium Recap 22-23 - Revised 8-31-22.pdf
HCBCC Premium Comparison 22-23 Revised 8-31-22.pdf

10.K *Request adoption of Resolution 21-22-160 for Budget Amendment 21-22-121 to appropriate additional Fund Balance in Fund 151 (Infrastructure Surtax).*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of $750,000 which will be appropriated in cost center 9101E (Interfund Transfers – 151), account 59100 (Non-Operating Transfers).
21-22-121 Appropriate Add'l FB - Fund 151 (BA).pdf
21-22-121R Appropriate Add'l FB - Fund 151 (Resolution).pdf

10.L *Request adoption of Resolution 21-22-183 for Budget Amendment 21-22-133 to appropriate additional revenue received by the Sheriff's office.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $607,201.93. This budget amendment is recording the additional revenue in account 3421001 (Law Enforcement Services Other) and appropriating said funds in cost center 3101 (Sheriff-005), account 51001 (Personal Services Elected Official) and 56001 (Capital Outlay Elected Official) in the amounts of $398,911.73 and $208,290.20, respectively.
21-22-133 Sheriff Addl' Revenue (BA).pdf
21-22-133R Sheriff Addl' Revenue (Resolution).pdf

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
COUNTY ATTORNEY LOG 2.docx

11.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, Interim County Administrator
There is no fiscal impact.
Status - Project Updates (FINAL) 09.06.2022.pdf
Status - Commissioner's Priorities (FINAL) 09.06.2022.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from August 16, 2022 to September 5, 2022*

14 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Interim County Administrator Laurie Hurner**

SUBJECT/TITLE: **Recognition of Development Services Director Leah Sauls and County Engineer Clinton Howerton for graduating from the Certified Public Management Program.**

STATEMENT OF ISSUE

Development Services Director Leah Sauls and County Engineer Clinton "Gator" Howerton recently graduated from the Certified Public Manager Program through Valencia College. To achieve this certification, both Leah and Gator invested a significant amount of time and a great deal of dedication.

Former County Administrator Randy Vosburg, himself a certified public manager, believed strongly in the value of investing in the leaders within our Highlands County organization through their participation in this program. Some of the goals of the CPM program is to develop the following in our leaders:

- Confidence in their ability to put knowledge into action
- Flexible, critical, and creative thinking with the capability of inductive and deductive reasoning
- Engaging in and facilitating organizational learning; encouraging a willingness to take the initiative and find new ways of doing things
- Commitment to the development of the work group, teamwork, and teambuilding
- Secure in questioning the assumptions of the larger organization and in suggesting alternatives for organizational action: e.g., leadership styles, organizational designs
- Self-awareness of their personal style, and aware of the strengths and styles of others and willing to work to integrate their interests and abilities with organizational purposes
- Commitment to their own and to helping with other's personal growth and development, thereby improving the organizational quality of work life, and insuring the organization's impact on the quality of life in our society.
- Tolerant of ambiguity, complexity, and uncertainty and as a result capable of anticipating and shaping change in organizations
- Supportive of the involvement of others and continually tries to improve his or her interpersonal communication skills
- Motivated primarily by intrinsic rewards; whether they are the nature of the job, achievement, opportunities to show initiative or affiliation with a productive team
- Fosters lifelong learners, able to anticipate and plan for multiple career paths
- Aware of societal trends and willing to examine the resulting organizational issues: the role of technology in organizations, the increasing diversity of the workforce, the development of professional bureaucracies

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER:	**Gloria Rybinski, Public Information Officer and Karen Clogston, Public Information Assistant**
SUBJECT/TITLE:	**Recap presentation from Citizens Preparedness Academy**

STATEMENT OF ISSUE

The Public Information Office would like to provide a brief presentation recap of the Citizens Preparedness Academy.

FISCAL IMPACT

Funds used for the project are from the Duke Energy grant.

Attachments: 2022 Academy recap.pdf

2022

CITIZEN'S PREPAREDNESS ACADEMY

Our goal was to help residents prepare for any disaster or emergency, like a storm or house fire.

We also wanted to empower them to be community advocates so they can help other residents be prepared and know where to get the right information.

SO, WHAT DID THEY LEARN?

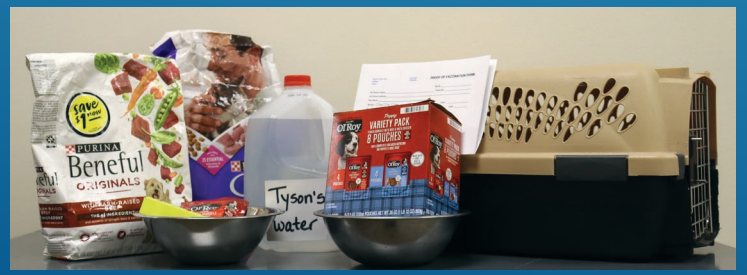
CLASS ONE – APRIL 21

WHAT WE COVERED:

- Creating a family disaster plan
- Discuss what to take with you when you evacuate
- How to put together an emergency supply kit


FIRST AID KIT




PURINA
Beneful
ORIGINALS
Tyson's
water
Ol'Roy
VARIETY PACK
8 POUCHES



CLASS TWO – MAY 19

WHAT WE COVERED:

- General home fire safety
- Generator safety
- Proper use of smoke and carbon monoxide detectors
- Wildfire safety around your home
- Fire extinguisher demonstration
- Tour of Station 19







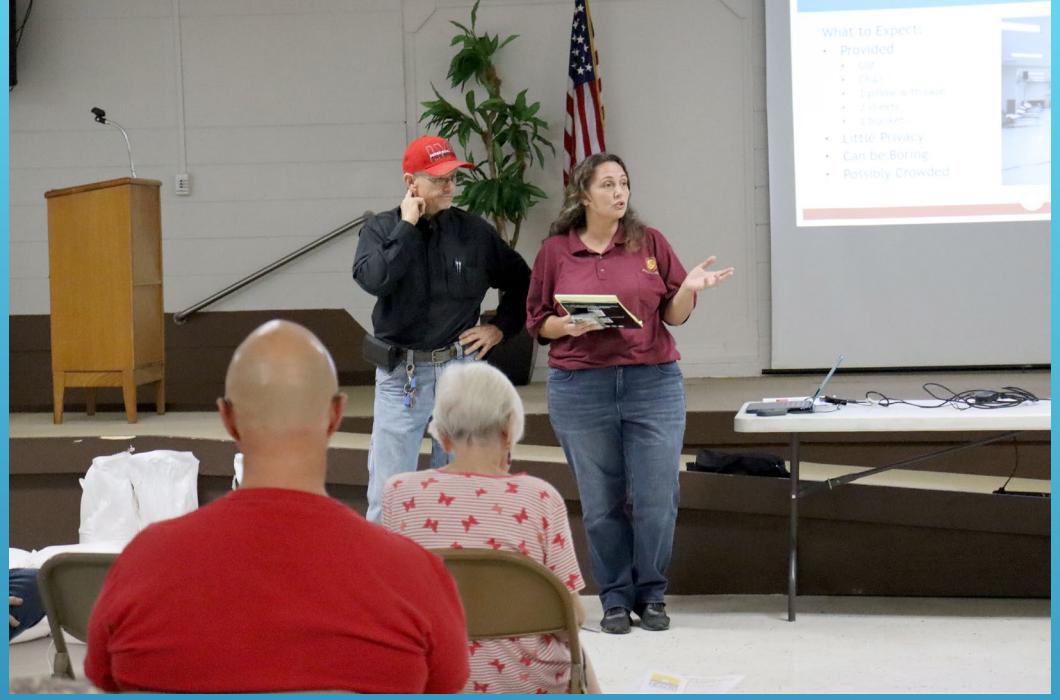

B 19



CLASS THREE – JUNE 24

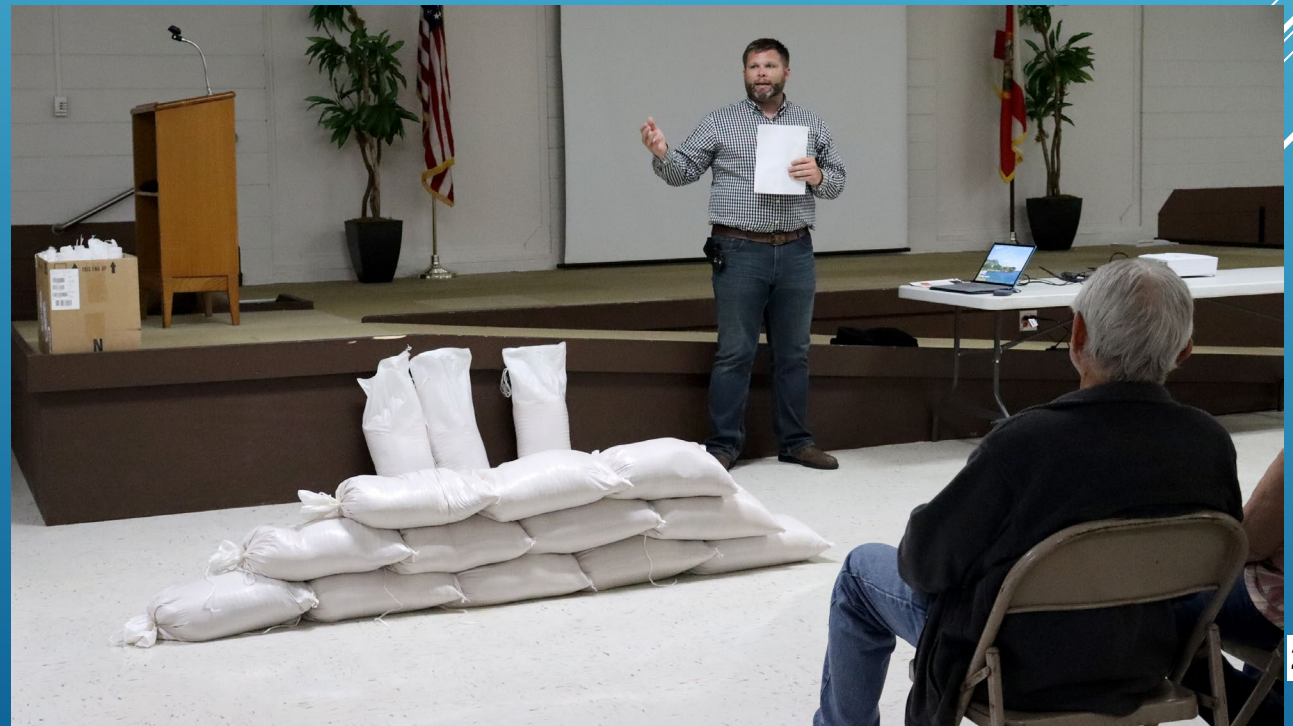
WHAT WE COVERED:

- Ways to prepare your home before a storm
- Options for covering your windows
- Sandbags: where to get them, how to fill them, how to protect your home with them
- Learn about the special needs shelter
- Discussed how the County prepares and operates when activated for a storm or hurricane and what disaster essential roles mean for all County employees


What to Expect:
Provided
Little Privacy
Can be Boring
Possibly Crowded




Department of Health
in Highlands
Special Needs Shelter



CLASS FOUR – JULY 21

WHAT WE COVERED:

- More ways to prepare your home before a storm
- How best to secure outside items and ways to prepare the outside of your home
- Debris management – the County's role and what residents need to know
- Learn about when a general shelter opens and how it operates









CLASS FIVE – AUG. 11

WHAT WE COVERED:

- Recovery process after a major storm event or emergency
- Where to get accurate information
- Tips to handle a situation when power is out – cash on hand, boiling water, traffic signals, reporting down powerlines
- Turn around, don’t drown!
- Distribution points
- Understanding how GIS and ARES help in recovery efforts
- Tour of the Emergency Operations Center




Incident Command


DESOTO
6800
PREDATOR
PORTABLE
2022





THE END RESULT

- 26 households signed up for the class
- 20 households received certificates of completion
- We now have about 30 preparedness advocates in our community!

Staff takeaways

- Provided great opportunities for community engagement and allowed staff to educate the public in a more personal way
- Collaboration among departments created valuable team-building experiences for staff



2022 CITIZEN'S PREPAREDNESS ACADEMY

THANK YOU TO

Public Information Office

Highlands County Fire Rescue

Emergency Management

Parks & Facilities

Road & Bridge

Engineering and GIS

Florida Forest Service – Okeechobee District

Florida Department of Health Highlands County

Highlands County Sheriff's Office

MANY THANKS TO



DUKE ENERGY®

Their grant made this possible!

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Recognition of the Highlands County Tourist Development Council (TDC) for their recent Flagler Award presented by VISIT FLORIDA at the 2022 Florida Governor's Conference on Tourism.**

STATEMENT OF ISSUE

The Flagler Awards recognize outstanding tourism marketing in Florida. Each year, leaders in Florida tourism are chosen by selection committees to receive these prestigious awards for their determined efforts, skill, resourcefulness, creativity, and innovative spirit to market Florida to the world. Visit Sebring/Highlands County Tourist Development Council (TDC) recently won a Flagler Award which was presented by VISIT FLORIDA at the 2022 Florida Governor's Conference, for the 2021 Highlands County Sports Tourism Marketing Campaign.

RECOMMENDED ACTION

N/A

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the June 21, 2022, July 5, 2022, July 19, 2022, and August 2, 2022 Regular Meetings of the Board and the minutes from the July 12, 2022 Special Meeting (Workshop) of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the June 21, 2022, July 5, 2022, July 19, 2022, and August 2, 2022 Regular Meetings of the Board and the minutes from the July 12, 2022 Special Meeting (Workshop) of the Board.

Attachments: 062122REG.pdf
070522REG.pdf
071922REG.pdf
080222REG.pdf
071222WORKSHOP.pdf

REGULAR MEETING OF THE BOARD, JUNE 21, 2022

1. The meeting was called to order at 9:02 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	

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

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

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Giovani Cardenas, Heartland Christian Academy's Cadet Corps 2nd Lieutenant.

4. ANNOUNCEMENTS
The Highlands County Insurance Committee will meet on Thursday, June 23, 2022, at 10:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Soil & Water Conservation District will meet on Tuesday, June 21, 2022, at 3:00 p.m., at the Bert J. Harris, Jr. Agricultural Center, 4504 S. George Blvd., Sebring, FL.

County offices will be closed on Monday, July 4, 2022, in observance of the Independence Day holiday. Waste collection services will be delayed by one (1) day for the remainder of the week due to the holiday.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing June 20 through June 24, 2022 as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida.

Eric Longshore, Building Official, presented the request and read the Proclamation into the record.

Commissioner Tuck moved approval of the Proclamation recognizing June 20 through June 24, 2022 as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 41 & SMB 148 Page 22.***

7. PUBLIC COMMENT
No participants.

8. CONSENT AGENDA

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

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

A. Request approval of a Sports Event Tourist Development Tax Grant in the amount up to $5,000 for the 2022 Florida Dixie Youth Baseball T-Ball Tournament (July 1-4, 2022). *See Tourist Development Council file.*

B. Request approval of a Sport Event Tourist Development Tax Grant in the amount up to $5,000 for the 2022 Dixie Boys State Tournament (July 1-4, 2022). *See Tourist Development Council file.*

C. Request approval of a High Impact Signature Tourist Development Tax Grant in the amount up to $5,000 for the 31st Annual Caladium Festival (July 29-31, 2022). *See Tourist Development Council file.*

D. Request adoption of Resolution 21-22-126 for Budget Amendment 21-22-091 to bring fund balance forward to appropriate additional Marketing and Promotion funds to allow event grant funding for the balance of FY 21/22 in the amount of $160,000.00. *See Res. Book 33 Page 42 & SMB 148 Page 23.*

E. Request adoption of Resolution 21-22-124 for Budget Amendment 21-22-089 to appropriate additional revenue from program income. *See Res. Book 33 Page 43 & SMB 148 Page 24.*

F. Request for approval of a Memorandum of Understanding (MOU) for use of WeatherSTEM Stations between the Florida Division of Emergency Management and Highlands County. *See Emergency Management Grant & Agreement file.*

G. Request approval of the appointment of Charles James Wilson II as a regular member of the Tourist Development Council serving as a municipality representative with term beginning June 21, 2022 and expiring June 20, 2026. *See SMB 148 Page 25.*

H. Request approval for Amendment 1 with EMS Management & Consultants, Inc. for Ambulance Billing and Collections Services. *See Emergency Medical Services file.*

I. Request to pay without a purchase order over $7,500 with service provided by DSM Technology Consultants LLC Inv #22-51958 regarding Technical Support for issues with point-to-point configurations that was causing bandwidth problems. *See SMB 148 Page 26.*

J. Request approval to award the Lease of 2692 SR 17, Avon Park, FL to Heartland Dog Club, Incorporated of Florida. *See SMB 148 Page 27.*

K. Request adoption of Resolution 21-22-123 for Budget Amendment 21-22-088 for Project 20064 to include an additional allocation of grant funds from the Florida Network of Children's Advocacy Centers. *See Res. Book 33 Page 44, Children's Advocacy Center file & SMB 148 Page 28.*

L. Request approval to revise Highlands County Purchasing Manual by Adoption of Resolution No. 21-22-130. *See Res. Book 33 Page 45 & SMB 148 Page 29.*

M. Request approval of Budget Amendment 21-22-092 to realign funds for the purchase of essential supplies to implement a GIS based facilities maintenance ticketing system and for the purchase of new awnings for the Kenilworth Building. *See SMB 148 Page 30.*

N. Request adoption of Resolution 21-22-129 for Budget Amendment 21-22-094 to assign and appropriate Project 21095 Elections Security Grant funds. *See Res. Book 33 Page 46 & SMB 148 Page 31.*

O. Request approval of the minutes from the May 17, 2022 Regular Meeting of the Board and the May 31, 2022 Special Meeting of the Board. *See Clerk of Courts website.*

P. Request approval of the purchase of property located at 6445 W George Blvd., Sebring, FL. *See County Deed file.*

Q. Request approval of the purchase of properties located at 628 & 636 S Commerce Ave., Sebring, FL. *See County Deed file.*

R. Request approval to change the location of the Precinct 13 voting location. *See SMB 148 Page 32.*

S. Request approval to change the location of the Precinct 14 voting location. *See SMB 148 Page 33.*

9. PUBLIC HEARING

A. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-600SS, for an approximate 1.05-acre parcel, from High Density Residential (RH) to Commercial (C).

B. Public hearing to consider adoption of P&Z Hearing No. 2102, changing the Official Zoning Atlas for an approximate 1.05-acre parcel, from Multiple Family Dwelling including Motel and Hotel District (R-3) to Business District (B-3).

Melony Culpepper, Planning & Zoning Manager, presented items 9A and 9B together as they both pertain to the same property. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

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

Ms. Culpepper read into the record the recommended motion for **CPA-22-600SS**.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19 (Ord. No. 21-22-22) & Comprehensive Plan Amendment file.***

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2102**.

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

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 47 (Res. No. 21-22-108) & Zoning Changes file.***

C. Public hearing to consider adoption of P&Z Hearing No. 2103, changing the Official Zoning Atlas for four (4) parcels totaling an approximate 1.25-acres, from Residential District (R-1) to Mobile Home and Residential Subdivisions District (M-1-S).

Melony Culpepper, Planning & Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no. Ms. Culpepper stated staff received one (1) letter of objection from a property owner requesting his property be excluded from the zoning change and provided an additional resolution should the Board be in favor of his request. Ms. Culpepper stated staff's recommendation is to include the owner's property as originally proposed, for consistency within the area.

Ms. Culpepper, Sherry Sutphen, County Attorney, and Randy Vosburg, County Administrator addressed questions raised by the Commission.

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

Commissioner Tuck moved approval to adopt by Resolution, P&Z Hearing No. 2103, changing the Official Zoning Atlas for four (4) parcels totaling approximately 1.25 acres from Residential District (R-1) to Mobile Home and Residential Subdivision District (M-1-S), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye, except Commissioner Campbell, who voted nay. The motion carried. ***See Res. Book 33 Page 48 (Res. No. 21-22-110) & Zoning Changes file.***

D. Public hearing to consider text amendments to Section 12.04.107 of the Highlands County Land Development Regulations, pertaining to dumpster enclosures.

Melony Culpepper, Planning & Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

Ms. Culpepper addressed questions raised by Commissioner Tuck and Commissioner Kirouac.

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

Commissioner Campbell moved approval to adopt Ordinance 21-22-28, proposed text amendments to the Land Development Regulations. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19, Proof of Publication file & SMB 148 Page 34.***

E. Public hearing to consider text amendments to Sections 12.05.201 and 12.12.203 of the Highlands County Land Development Regulations, pertaining to setback regulations.

Melony Culpepper, Planning & Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Kirouac moved approval to adopt Ordinance 21-22-24, proposed text amendments to the Land Development Regulations. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19, Proof of Publication file & SMB 148 Page 35.***

F. Public hearing to consider text amendments to Section 12.08.109 of the Highlands County Land Development Regulations, pertaining to home occupations.

Melony Culpepper, Planning & Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Roberts moved approval to adopt Ordinance 21-22-25, proposed text amendments to the Land Development Regulations. Commissioner Kirouac seconded the motion

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19, Proof of Publication file & SMB 148 Page 36.***

G. Public hearing to consider text amendments to Sections 12.09.107, 12.09.109, and 12.09.115 of the Highlands County Land Development Regulations, pertaining to ditch maintenance, exemption from development orders for certain driveways, and temporary culvert requirements.

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

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

Commissioner Kirouac moved approval to adopt Ordinance 21-22-26, proposed text amendments to the Land Development Regulations. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19, Proof of Publication file & SMB 148 Page 37.***

H. Public hearing to consider text amendments to Section 12.10.101 of the Highlands County Land Development Regulations, pertaining to nonresidential parking requirements complying with the Americans with Disabilities Act.

Melony Culpepper, Planning & Zoning Manager, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Campbell moved approval to adopt Ordinance 21-22-27, proposed text amendments to the Land Development Regulations. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19, Proof of Publication file & SMB 148 Page 38.***

I. Public hearing to consider proposed Ordinance No. 21-22-29 to amend Chapter 2 – Administration, creating a new Article – County Attorney.

Randy Vosburg, County Administrator, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Roberts moved approval to adopt Ordinance No. 21-22-29 to amend Chapter 2 – Administration, creating a new Article – County Attorney. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19, Proof of Publication file & SMB 148 Page 39.***

J. Public hearing to approve Preliminary Resolution 21-22-131 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.

Chief E. Laney Stearns, Public Safety Director, and Tanya Cannady, Business Services Director, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Chief Stearns and County Administrator Randy Vosburg addressed questions and concerns raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received by Ray Royce.

Chief Stearns read into the record the recommended motion for **Preliminary Resolution No. 21-22-131**.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 49, Proof of Publication file & SMB 148 Page 40.***

10. ACTION AGENDA

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

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

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

Liz Barber, Legislative Affairs & Grants Coordinator, presented the request, and along with Randy Vosburg, County Administrator, addressed questions raised by the Commission.

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

The Commission expressed their comments and concerns in great detail.

Commissioner Kirouac moved approval of Budget Amendment 21-22-087 to remove funds from Project 20074 Spring Lake Broadband and reallocate those funds to nine (9) new Sun N' Lakes of Sebring projects, with the remainder going into Project 20056 Transfer Out Account for Health Insurance Transfer and Reserve Holding Account for future allocation. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck and Commissioner Rapp, who voted nay. The motion carried. ***See Res. Book 33 Page 50 (Res. No. 21-22-117) & SMB 148 Page 41.***

B. Request approval and adoption of Resolution 21-22-128 to establish the Future Growth Fund Advisory Committee.

Leah Sauls, Development Services Director, and Clinton Howerton, County Engineer, presented the request and along with Randy Vosburg, County Administrator, and Sherry Sutphen, County Attorney, addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received from Ray Royce, Chantel Parris, and Steve Fruit.

Commissioner Kirouac moved to adopt Resolution 21-22-128 to establish the Future Growth Fund Advisory Committee. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 51 & SMB 148 Page 42.***

C. Request approval of Amendment #0003 to Subcontract Agreement 20-22-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County from July 1, 2022 through June 30, 2023.

Cynthia Acevedo, Healthy Families Program Manager & Assistant Community Programs Director, presented the request. Commissioner Roberts recognized Ms. Acevedo for her great work and being a great leader.

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

Commissioner Tuck moved approval of Amendment #0003 to Subcontract Agreement 20-22-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County from July 1, 2022 through June 30, 2023. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Healthy Families Florida file.***

D. Request Board's approval to pay two (2) Pay Without Purchase Orders due to the Clerk/County disputing the incorrect charges as originally billed but have since been resolved.

Thomas Haralson, Chief Information Officer & Director of Information Technology, presented the request.

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

Commissioner Kirouac moved approval of payment to Lumen (CenturyLink) for past invoices totaling $56,680.50, as well as Comcast Business for past invoices totaling $329,012.28, for a net amount of $385,692.78. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 148 Page 43.***

E. Request adoption of Resolution 21-22-125 for Budget Amendment 21-22-090 to assign and appropriate E911 Operations Grant funds for Projects 21076 – Motorola 911 and 21077 – GIS-Indoor Mapping.

Liz Barber, Legislative Affairs & Grants Coordinator, and Shane Smith, Dispatch Director/E911 Coordinator, presented the request and addressed questions raised by Commissioner Kirouac.

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

Commissioner Tuck moved approval to adopt Resolution 21-22-125 for Budget Amendment 21-22-090 to assign and appropriate E911 Operations Grant funds for Projects 21076 – Motorola 911 and 21077 – GIS-Indoor Mapping. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 52 & SMB 148 Page 44.***

F. Compensation Study follow up from the May 31, 2022 workshop meeting.

Tanya Cannady, Business Services Director, presented a brief follow up of the compensation study. Ms. Cannady and Randy Vosburg, County Administrator, addressed questions raised by the Commission.

Commissioner Campbell moved approval to accept the recommended pay scale presented by Evergreen Solutions and the 30-Year Hybrid Parity option at an estimated cost of $363,908.86 effective October 1, 2022. This will be formalized by resolution at a July board meeting. Commissioner Roberts seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 148 Page 45.***

G. Update and request for direction on the Lake Placid Fire Station 36, Project # 18051.

Sarah Albritton, Capital Project Manager, presented an update and requested direction from the Board on the Lake Placid Fire Station 36, Project Number 18051. Ms. Albritton, Randy Vosburg, County Administrator, and Sherry Sutphen, County Attorney, addressed questions and concerns raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received from Ray Royce and Larry Overfield.

The Commission came to a consensus to return the property to the hospital and continue working with the Town of Lake Placid for an alternate location.

Mr. Vosburg stated staff will proceed with engaging with the Town of Lake Placid and the hospital. ***See SMB 148 Page 46.***

H. Highlands County Lakes' Maintenance and Management.

Jonathan Harrison, Road & Bridge Director, Chris Mayhew, Invasive Plant Management Supervisor, and Dawn Ritter, Natural Resources Manager, presented an overview of the Highlands County Lakes' Maintenance and Management and what lakes are eligible to be included in a maintenance program apart from FWC controlled waterbodies. The four lakes that have public boat ramps but are not under the FWC program are the following:

- Lake Persimmon
- Little Lake Bonnett
- Lake Denton
- Wolf Lake

Staff requested direction from the Commission on implementing a cost-share maintenance program for public lakes within the county.

Mr. Harrison and the County Administrator addressed questions and concerns raised by the Commission.

Commissioner Kirouac moved approval to direct staff to implement a policy on spraying of the four lakes discussed here today, to address exotic invasive species only, which would be a 50/50 cost share program, but would have to be requested by 50% plus 1 of the residents that own property around that waterbody or lake, with a cap of $10,000 for the county's 50% cost share. Commissioner Campbell seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 148 Page 47.***

11. COUNTY ADMINISTRATOR & LEGAL

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

Randy Vosburg, County Administrator, presented the Commissioner's Priorities and Project Status Report. ***See SMB 148 Page 48.***

Mr. Vosburg provided the Board with a handout of two different examples with additional information relating to the discussion on job descriptions for the county administrator position and requested direction from the Board to provide input to the current Board-adopted policy. Mr. Vosburg asked the Board to consider having an interim county administrator in place for continuity going forward.

Mr. Vosburg and County Attorney Sherry Sutphen addressed questions raised by the Commission and Ms. Sutphen recommended taking the commissioners comments to create a matrix and bring back on the next agenda for further discussion of the various components.

In regards to the proposed job descriptions for the county administrator position, the Commission concurred to review the documents provided by Mr. Vosburg and provide their input to the County Attorney. Any changes to the policy will come back before the Board.

In regards to an interim county administrator, Ms. Sutphen addressed questions raised by the Commission.

Commissioner Roberts made a motion that Laurie Hurner officially become the interim county administrator effective July 2, 2022 with a 10% raise in her salary above her current salary. Commissioner Campbell seconded the motion.

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

B. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the County Attorney status report. ***See SMB 148 Page 49.***

Ms. Sutphen stated it has been an honor to work with Randy Vosburg and stated he is by far the best County Administrator she has ever worked with and commended the Board for allowing them to work together.

Laurie Hurner, Deputy County Administrator/Chief of Staff, and Chairman Rapp, on behalf of the staff of the Highlands County Board of County Commissioners, recognized Mr. Vosburg for his courage, leadership, being a great mentor and for his tremendous respect that has become a part of their culture. Chairman Rapp presented Mr. Vosburg with a plaque in recognition for his many years of dedicated service to the citizens of Highlands

County.

12. COMMISSIONERS

Commissioner Kirouac recognized Mr. Vosburg for his service to the county, wished him the best in his future, and stated Stafford County is going to be blessed to have him in their presence.

Commissioner Tuck recognized Mr. Vosburg for everything he has done for the county, and stated it was a pleasure working with him and he will be missed.

Commissioner Roberts recognized Mr. Vosburg for being a great mentor to not only staff but also the Commission, for his immense leadership and stated the Commission will never forget him.

Commissioner Campbell recognized Mr. Vosburg for being the best administrator he has ever worked with and wished him the best of luck in Virginia.

Commissioner Rapp recognized Mr. Vosburg and shared that respect is the reason staff appreciates working with him; because they know he respects them.

13. INFORMATIONAL

A. Board payables from June 7, 2022, to June 20, 2022. *See Check Reports 2022 file.*

14. ADJOURN

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

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

The meeting was adjourned at 12:24 p.m.

REGULAR MEETING OF THE BOARD, JULY 5, 2022

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

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	

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

2. INVOCATION
The meeting opened with a prayer led by Reverend Shannon Hilliard, with the Greater Bethel AME Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Pedro Ruiz, US Army, American Legion 25 1st Vice Post.

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

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

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m., on July 6, 2022, at South Florida State College in the University Center Auditorium & Lobby, 600 College Drive, Avon Park, FL.

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m., on July 7, 2022, at the Lake Placid Government Center, 1069 US 27 N., Lake Placid, FL.

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

The Highlands County Board of County Commissioners will hold a Special Workshop Meeting on the Capital Financial Strategy and the budget for the Board departments at 9:00 a.m., on Tuesday, July 12, 2022, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission will hold a regular meeting on Thursday, July 14, 2022, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
None presented.

7. PUBLIC COMMENT

Jackie Maldonado Lozada came before the Commission to address her concerns with road assistance regarding Petunia Avenue near Olive & Hazel Rd., Sebring, FL.

Larry Overfield came before the Commission to comment on Independence Day.

8. CONSENT AGENDA

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

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

A. Request approval of the minutes from the June 7, 2022 Regular Meeting of the Board. *See Clerk of Courts website.*

B. Request approval of the appointment of Maritza Cristiansen, general manager of LaQuinta by Wyndham – Sebring, as a Regular Member of the Tourist Development Council representing tourist accommodations and filling the remainder of Diane Rydecki's term ending May 2, 2025. *See SMB 148 Page 51.*

C. Request approval of Tourist Development New Event Grant in the amount of up to $40,000 in 2022, and up to $30,000 in 2023 and 2024 for the Fall Prep Girls Lacrosse Showcase. *See Tourist Development Council file.*

D. Request approval of Tourist Development New Event Grant in the amount of up to $40,000 in 2022, and up to $30,000 in 2023 and 2024 for the High School Girls Lacrosse Showcase. *See Tourist Development Council file.*

E. Request approval to appoint Noah Handley to the Lake Istokpoga Management Committee (LIMC). *See SMB 148 Page 52.*

F. Request approval to move forward with the sale of 50 County owned surplus properties and provide the County Administrator the authority to execute the Deeds. *See SMB 148 Page 53.*

G. Request approval of Budget Amendment 21-22-095 to move funds from Code Enforcement (3439) to Nuisance Abatement (6306) due to increase of nuisance abatement clean-ups performed and increase of Magistrate fees. *See SMB 148 Page 54.*

H. Request to create a lead worker designation for the position of Groundskeeper II (105) in the Parks and Facilities Department. *See SMB 148 Page 55.*

I. Request to adopt Resolution 21-22-134 for Budget Amendment 21-22-097 to appropriate funds in the amount of $35,000 for recycling collection drop-off site improvements. *See Res. Book 33 Page 53 & SMB 148 Page 56.*

9. PUBLIC HEARING

No public hearings.

10. ACTION AGENDA

No action items presented.

11. COUNTY ADMINISTRATOR & LEGAL

A. Discussion on the County Administrator position.

Sherry Sutphen, County Attorney, presented a draft matrix and requirements for the County Administrator position and addressed questions raised by the Commission. ***See SMB 148 Page 57.***

B. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney Status Report. ***See SMB 148 Page 58.***

Ms. Sutphen provided an update on Senate Bill 620 related to business damages that has been vetoed.

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

Laurie Hurner, Interim County Administrator, presented the Commissioner's Priorities and Project Status Report. ***See SMB 148 Page 59.***

D. Summary Presentation of the FY 2022/2023 Recommended Budget.

David Nitz, OMB Manager, and Angie Bollinger, Senior Budget Analyst, presented. Mr. Nitz and Interim County Administrator Laurie Hurner addressed questions raised by the Commission. ***See SMB 148 Page 60.***

12. COMMISSIONERS

Commissioner Kirouac commented on the Commission attending the Florida Association of Counties Annual Conference held last week in Orlando.

Commissioner Tuck commented on the conference and hoped everyone had a good 4th of July weekend.

Commissioner Roberts commented on the conference and was pleased all five commissioners were able to attend.

Commissioner Campbell commented on the conference and hoped everyone had a fun and safe 4th of July weekend.

Commissioner Rapp commented on the conference and the 4th of July.

13. INFORMATIONAL

A. Board payables from June 21, 2022, to July 4, 2022.

See Check Reports 2022 file.

14. ADJOURN

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

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

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

REGULAR MEETING OF THE BOARD, JULY 19, 2022

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

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	

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

2. INVOCATION
The meeting opened with a prayer led by Reverend George Miller, with the Emmanuel United Church of Christ.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Art Booskay, U.S. Army, with the Highlands County Veteran Advisory Board.

4. ANNOUNCEMENTS
The Highlands Soil & Water Conservation District will meet on Tuesday, July 19, 2022, at 3:00 p.m., in conference room #3, Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

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

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

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
None presented.

7. PUBLIC COMMENT
No participants.

8. CONSENT AGENDA
Laurie Hurner, Interim County Administrator requested item 8E be removed from the consent agenda and added to the action agenda.

Commissioner Kirouac moved approval of the consent agenda as presented with the exception of moving item 8E to the action agenda to make it item 10F. Commissioner Campbell seconded the motion.

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

A. Request to accept a Grant Award in the amount of $23,600 and adopt Resolution 21-22-139 for Budget Amendment 21-22-099 for Architectural Inventory and Evaluation of Historic Lakeside

Resources, Florida – Sebring, 23.h.sm.200.071. *See State of Florida – Department of State (Division of Historical Resources) file, Res. Book 33 Page 54 & SMB 149 Page 1.*

B. Request approval for the FY 21/22 Interlocal Agreement for recreation reimbursement from Highlands County to the City of Sebring. *See City of Sebring file.*

C. Request approval of the Florida Department of Agriculture & Consumer Services (Florida Forest Service) Contract Amendment dated June 21, 2022 for FY 22/23. *See Florida Department of Agriculture & Consumer Services (Florida Forest Service) file.*

D. Request for approval of the Mental Health Consulting Services Agreement with Children's Home Society, renewing the partnership for mental health services. *See Children's Advocacy Center file.*

E. ~~Request approval to move forward with the sale of 131 County owned surplus properties and provide the Interim County Administrator the authority to execute the Deeds~~. *This item was revised and moved to the action agenda as 10F.*

F. Request approval of Budget Amendment 21-22-100 to close out cost center 2107A Risk Management and move budget to cost center 2107 Human Resources. *See SMB 149 Page 2.*

G. Request to approve Budget Amendment 21-22-104 to reallocate funds from Project #21040 (Drainage Improvements) to Project #21099 (SRF Drainage Improvement Study). *See SMB 149 Page 3.*

H. Request approval of Budget Amendment 21-22-103 to transfer funds from Facilities cost center 2672 to the Sports Complex cost center 6105. *See SMB 149 Page 4.*

I. Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposable Tangible Personal Property, and to allow the Surplus to be disposed of by utilizing the Board's contract with Gov-Deals and Insight Auctioneers auction service companies pursuant to section 274.05, Florida Statutes. *See SMB 149 Page 5.*

J. Request adoption of Budget Amendment 21-22-101 to transfer funds for W. Stryker Road roadway improvements. *See SMB 149 Page 6.*

K. Request to accept a Grant Award in the amount of $1,050, and Approval of Budget Amendment 21-22-098 and Resolution 21-22-138 for the Lorida School House Historical Marker, 23.h.sm.500.070. *See State of Florida – Department of State (Division of Historical Resources) file, Res. Book 33 Page 55 & SMB 149 Page 7.*

L. Fire Marshal Job Description Approval. *See SMB 149 Page 8.*

M. University of Florida Memorandum of Understanding (MOU) for personnel and services for the UF/IFAS Extension Office Highlands County. *See University of Florida (IFAS) file.*

9. PUBLIC HEARING

A. Public hearing to consider adoption of Large-Scale Comprehensive Plan Future Land Use Amendment CPA-22-602LS, for an approximate 8.09 acres, from Agriculture (AG), Commercial / Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.

B. Public hearing to consider adoption of P&Z Hearing No. 2104, changing the Official Zoning Atlas for an approximate 5.46 acres, from Agricultural District (AU) and Industrial District (I-2) to Business District (B-3).

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented items 9A and 9B together as they are companion requests. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

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

Ms. Culpepper read into the record the recommended motion for **CPA-22-602LS**.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file.***

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2104**.

Commissioner Campbell moved approval of the motion as read into the record. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 56 (Res. No. 21-22-109) & Zoning Changes file.***

C. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-604SS, for approximately 93.17 acres, from Agriculture (AG) and Existing (E) to Medium Density Residential (RM).

D. Public hearing to consider adoption of P&Z Hearing No. 2106, changing the Official Zoning Atlas for approximately 93.17 acres, from Agricultural District (AU) and Limited Business District (B-2) to Mobile Home Parks District (M-2).

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented items 9C and 9D together as they both pertain to the same property. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and questioned if any of the commissioners held ex parte communications concerning these hearings. Commissioner Kirouac stated he spoke with realtor Eric Rhoades who is in support of the process and zoning change. Commissioner Roberts stated he spoke with Dr. Joshua Daskin, Director of Conservation, Archbold Biological Station in Venus, Florida and Suzanne Hunnicutt from the Planning & Zoning Commission, who are both against the zoning change. Commissioner Tuck stated she spoke to the applicant, Bobby Scarborough, Ms. Culpepper, with a realtor, and to her son, who are concerned with this property. Commissioner Campbell and Chairman Rapp did not have ex-parte communications concerning these hearings.

Ms. Culpepper stated staff has received 32 letters in favor of the request, one of which was from the current owner & applicant, several were from Compton Realty, two were from the same household, and one was illegible. Ms. Culpepper stated staff has not received letters of objection and the letters in favor have been forwarded to the Commission prior to this hearing.

Ms. Culpepper stated staff's recommendation is to deny the request as it does not, in their professional opinions, line up with the Comprehensive Plan because this would constitute urban sprawl and would not be cost effective.

Shannon Nash of Swaine, Harris & Wohl, PA, came before the Commission on behalf of their applicant, Bobby Scarborough, Inc., to provide a brief presentation.

Ms. Nash, Ms. Culpepper and County Attorney Sherry G. Sutphen addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received by Pam Fentress; Joshua Daskin, Ph.D., Director of Conservation, Archbold Biological Station; Alicia Dietrich, Lead Area Biologist for the Lake Wales Ridge Wildlife and Environmental Area (WEA), Florida Fish & Wildlife Conservation Commission; Reverend George Miller; Ray Royce; Jarred Eddy; David McJunkin, Ph.D.; Bobby Scarborough; Steve Fruit; Chantel Parris; and Michael Barry.

The Commission expressed their concerns.

Commissioner Campbell moved approval to adopt by Ordinance, CPA-22-604SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 93.17 acres from Agriculture (AG) and Existing (E) to Medium Density Residential (RM), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 19 (Ordinance No. 21-22-30) & Comprehensive Plan Amendment file.***

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2106**.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 57 (Res. No. 21-22-135) & Zoning Changes file.***

E. Request adoption of Resolution 21-22-141, increasing the Solid Waste Assessment from $210.00 to $216.30.

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

County Attorney Sherry G. Sutphen, Mr. Howerton, and Ms. Cannady addressed questions and concerns raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received by Michelle Gresham.

After further discussion, Commissioner Campbell moved approval to adopt Resolution 21-22-141, increasing the Solid Waste Assessment from $210.00 to $216.30. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 58, Proof of Publication file & SMB 149 Page 9.***

10. ACTION AGENDA

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

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

A. Request adoption of Resolution 21-22-132 pertaining to County Maintained Roadways.

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

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

Commissioner Tuck moved approval to adopt Resolution 21-22-132 pertaining to County Maintained Roadways. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 59 & SMB 149 Page 10.***

B. Discussion and Request for Direction on the intersection of Dal Hall and Main Ave. in Lake Placid.

Leah Sauls, Development Services Director, and Clinton Howerton, Jr., County Engineer, presented the request and addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received from Ray Royce and Chantel Parris.

Commissioner Kirouac moved to approve Highlands County contributing half the cost of the planning proposal for intersection updates in the Town of Lake Placid at Dal Hall Blvd and Main Ave of $6,500. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***SMB 149 Page 11.***

C. Request approval of Budget Amendment 21-22-096 and Resolution 21-22-133 to appropriate funding in the amount of $39,225 to Project 21096, NCA Prog Imp 2022 and approval of a new grant-funded, part-time Victim Services Specialist position and job description for the Children's Advocacy Center (Fund 005).

Ingra Gardner, Director of Community Programs, presented the request and addressed questions raised by Commissioner Kirouac and Commissioner Roberts.

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

Commissioner Roberts moved approval of Budget Amendment 21-22-096 and Resolution 21-22-133 to appropriate funding in the amount of $39,225 to Project 21096, NCA Prog Imp 2022 and approve of a new, grant-funded, part-time Victim Services Specialist position and job description for the Children's Advocacy Center (Fund 005). Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Children's Advocacy Center file, Res. Book 33 Page 60 & SMB 149 Page 12.***

D. Request for direction on the Sale of the Hospital Facility.

Leah Sauls, Development Services Director, and Liz Barber, Legislative Affairs Grant Coordinator, presented the request and Ms. Sauls addressed questions raised by Commissioner Roberts and Commissioner Kirouac.

Chairman Rapp opened the floor for public comment. Input was received by Joe Gleason, CEO, Highlands Regional Medical Center (HRMC).

The consensus from the Commission was to wait on the 2023 legislative session outcome. ***See SMB 149 Page 13.***

E. Request to certify the maximum millage for FY 22/23.

David Nitz, OMB Manager, and Laurie Hurner, Interim County Administrator, presented the request and Mr. Nitz addressed questions raised by Commissioner Tuck and Commissioner Roberts.

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

Commissioner Kirouac moved approval to certify the maximum millage of 8.50 for FY 22/23. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Millage Certification Rate file.***

F. (Consent Agenda Item 8E & Revised) Request approval to move forward with the sale of 147 county-owned surplus properties and provide the County Administrator the authority to execute the deeds.

Tanya Cannady, Business Services Director, presented and addressed questions raised by Commissioner Kirouac.

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

Commissioner Kirouac moved to approve the sale of the attached identified 147 county-owned surplus properties for the total amount of $565,449.00 and provide the County Administrator the authority to execute the deeds. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 149 Page 14.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney status report. ***See SMB 149 Page 15.***

B. County Administrator Search Update.

Sherry G. Sutphen, County Attorney, provided an update on the search for a new county administrator and requested direction from the Commission. Ms. Sutphen addressed questions and concerns from the Commission.

Commissioner Kirouac moved approval of SGR (Executive Recruiting Firm) out of Keller, Texas to contract with them in the search of the Board of County Commissioners new County Administrator. Commissioner Campbell seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 149 Page 16.***

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

Laurie Hurner, Interim County Administrator, presented the Commissioner's Priorities and the Project Status Report. ***See SMB 149 Page 17.***

Ms. Hurner addressed a question she was asked recently regarding a possible back up for her current position should she become ill or unable to work, and with the Board's permission requested that Tanya Cannady, Business Services Director, be that person.

Commissioner Roberts made a motion that in the absence of our Interim County Administrator that Tanya Cannady be her representative as Senior Management Official for Highlands County. Commissioner Kirouac seconded the motion.

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

D. COVID Update.

Deputy Chief Mark Ellis, Public Safety, provided an update on COVID. ***See SMB 149 Page 18.***

Break: 12:40 p.m. – 12:45 p.m.

12. WORKSHOP

A. Workshop to consider and discuss the requested budgets for Outside Agencies and Constitutional Officers.

David Nitz, OMB Manager, Angie Bollinger, Senior Budget Analyst, and Laurie Hurner, Interim County Administrator, presented the requested budgets for outside agencies. ***See SMB 149 Page 19.***

Debbie Slade and Brad Stall, representing Nu-Hope, came before the Commission to comment on their requested budget and provided an update on the services they provide.

Larry Williams, CEO, Peace River Center, came before the Commission to thank them for the support they have given to the Domestic Violence shelter here in Highlands County.

The Commission recognized Nu-Hope and Peace River Center for the good work provided to the community.

Mr. Nitz presented the requested budgets for constitutional officers and addressed questions raised by Commissioner Tuck and Commissioner Kirouac.

Sheriff Paul Blackman presented the requested budget for the Sheriff's Office and addressed reductions that may be possible to the proposed budget. Sheriff Blackman addressed questions raised by the Commission.

Karen Healy, Supervisor of Elections, presented the requested budget for the Supervisor of Elections and addressed possible reductions to the proposed budget.

Jerome Kaszubowski, Clerk of Courts, stated he appreciates all the efforts and work that has gone into preparing the budget and to the Commissioners working on the budget with Administration and the OMB Department.

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

13. COMMISSIONERS

No comments or reports.

14. INFORMATIONAL

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

15. ADJOURN

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

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

The meeting was adjourned at 1:28 p.m.

REGULAR MEETING OF THE BOARD, AUGUST 02, 2022

1. The meeting was called to order at 9:02 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	

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

2. INVOCATION
The meeting opened with a prayer led by Pastor Rob Maulella, with the Faith Lutheran Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Gerald Cruz, US Marine, Commander Cadet Team, Heartland Christian School Leader and Highlands County Veteran of the Year, and Giovani Cardenas, Heartland Christian Academy's Cadet Corps 2nd Lieutenant.

4. ANNOUNCEMENTS
The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, August 2, 2022, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate will be held at 1:30 p.m., on Wednesday, August 3, 2022, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will hold a regular meeting at 3:30 p.m., on Thursday, August 4, 2022, at the Veterans Services Office, 7209 South George Blvd., Sebring, FL.

The Children's Services Council will hold an agenda planning meeting at 1:00 p.m., on Monday, August 8, 2022, in the Engineering Conference Room, 501 S. Commerce Ave., Sebring, FL.

The Tourist Development Council will hold a regular meeting at 8:15 a.m., on Thursday, August 11, 2022, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and the Local Planning Agency will be held on Tuesday, August 9, 2022, at 3:00 p.m., in the Commissioners' Boardroom of the Highlands County Government Center, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of the Highlands County Zoning Board of Adjustment will be held on Tuesday, August 9, 2022, at 3:00 p.m., in the Commissioners' Boardroom of the Highlands County Government Center, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Presentation of Employee of the Quarter, 1st Quarter of 2022.

Laurie Hurner, Interim County Administrator, recognized Mercedes McNew, Children's Advocacy Center Administrative Secretary, for being selected as Employee of the 1st Quarter of 2022. ***See SMB 149 Page 21.***

B. Interim County Administrator, Presentation of Years of Service Awards.

Chief E. Laney Stearns, Public Safety Director, presented an award certificate and pin to Joshua Zahn, Firefighter/Medic, for his 5 years of service to the county. Jonathan Harrison, Road & Bridge Director, presented an award certificate and pin to Robert Boardman, Crew Leader-Mowing, for his 5 years of service to the county. Ingra Gardner, Community Services Director, presented an award certificate and pin to Denise Williams, Veteran Services Officer, for her 25 years of service to the county. Tanya Cannady, Business Services Director, presented an award certificate and pin to Angela Bollinger, Senior Budget Analyst, for her 15 years of service. Interim County Administrator Laurie Hurner and the Commission thanked the employees for their years of service to the county. ***See SMB 149 Page 22.***

7. PUBLIC COMMENT

Mr. Larry J. Overfield came before the Commission to address his concerns regarding this community and what can and cannot be taught to children in school.

Ms. Valerie Layne Laurence came before the Commission to address her concerns on the fire hydrant issue in Placid Lakes, an alleyway on her property, and concerns with Commercial Site Plan Exemption Form 8-V. Laurie Hurner, Interim County Administrator, addressed Ms. Laurence's concerns with the fire hydrant issue and directing her to speak with Chief Stearns, Public Safety Director, after the meeting. Commissioner Roberts and County Attorney Sherry Sutphen addressed Ms. Laurence's concerns, directing her to meet with Planning & Zoning after the meeting.

Ms. Beth Degnan came before the Commission to express her concerns on road paving and striping.

8. CONSENT AGENDA

Laurie Hurner, Interim County Administrator, requested 8K be moved to the action agenda.

Commissioner Kirouac moved approval to accept the consent agenda as presented with the exception of moving item number 8K to the action agenda to become item 10E. Commissioner Campbell seconded the motion.

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

A. Request approval to change the date for the 2022 Gran Fondo New York (GFNY) Marathon to be moved to October 22, 2022. *See Tourist Development Council file.*

B. Request approval of FY 22/23 Child Advocacy Trust Fund Award Agreement and adoption of Resolution 21-22-143 for Budget Amendment 21-22-106. *See Children's Advocacy Center file, Res. Book 33 Page 62 & SMB 149 Page 23.*

C. Request acceptance of the Motosurf Games Sebring – Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022. *See Tourist Development Council file.*

D. Request approval to observe the same holidays observed by the State Courts System in the Tenth Judicial Circuit during the year 2023, less the observance of the Yom Kippur holiday. *See SMB 149 Page 24.*

E. Request approval of the County's 2022-2025 Local Housing Assistance Plan (LHAP) and adoption of the associated Resolution 21-22-145. *See Housing Dept. file & Res. Book 33 Page 63.*

F. Request adoption of Resolution 21-22-142 for Budget Amendment 21-22-105 to appropriate grant funds received for Project 21101 – Motosurf Games Sebring. *See Res. Book 33 Page 64 & SMB 149 Page 25.*

G. Request approval to move forward with the sale of 6 County owned surplus properties for the total amount of $23,654.00 and provide the County Administrator the authority to execute the Deeds. *See SMB 149 Page 26.*

H. Request adoption of Resolution 21-22-148 for Budget Amendment 21-22-109 to appropriate insurance proceeds from PGIT due to hail damage. *See Res. Book 33 Page 65 & SMB 149 Page 27.*

I. Request approval of Interlocal Agreement between Highlands County and Polk County for future roadway improvements on W County Line Road. *See County (Multi) Agreements file.*

J. Request approval of the proposed Change Order for the High School Lacrosse Showcase amending the date of the event to August 27-28, 2022. *See Tourist Development Council file.*

K. ~~Request to appoint Charlie Martin to the Veterans Advisory Board~~. *This item has been moved to the action agenda (10E).*

L. Request approval of Amendment 1 of the Real Property Purchase Agreement between Highlands County and Gloria S. Crutchfield for the purchase of 12 acres located at 1500 Arbuckle Creek Road, Sebring, Florida 33870. *See County Deed file.*

9. PUBLIC HEARING

A. Public hearing to consider adoption of Large-Scale Plan Amendment, CPA-22-599LS, for Text Amendments to the Highlands County 2030 Comprehensive Plan and updates to the Water Supply Facilities Work Plan.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and addressed questions raised by Commissioner Roberts and Commissioner Tuck.

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

Ms. Culpepper read the recommended motion into the record.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 19 & Comprehensive Plan Amendment file.***

B. Public hearing to approve Final Resolution 21-22-152 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment.

Chief E. Laney Stearns, Public Safety Director, and Tanya Cannady, Business Services Director, provided a brief presentation and addressed questions raised by the Commission. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Rapp opened the floor for public comment. Input was received from Mr. Larry Overfield and Ms. Beth Degnan.

Commissioner Roberts moved approval to adopt Final Resolution 21-22-152 of the Highlands County Fire Protection Municipal Service Benefit Unit for the County pertaining to the re-imposition of the fire protection special assessment; providing for legislative findings and intent; providing for authority; providing for purpose and definitions; providing for the re-imposition of the fire protection assessment; providing for effect of this resolution; providing a savings clause; providing for scrivener's errors; providing for conflicts; providing severability; and providing an effective date. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 66, SMB 149 Page 28 & Proof of Publication file.***

10. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented, with the addition of consent item 8K becoming item 10E. Commissioner Tuck seconded the motion.

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

A. Request adoption of Resolution 21-22-147 for the Aquatic Spraying Cost Share Program Policy.

Jonathan Harrison, Road & Bridge Director, and Chris Mayhew, Invasive Plant Management Supervisor, presented the request.

County Attorney Sherry Sutphen addressed concerns raised by Commissioner Kirouac, Commissioner Roberts, and Commissioner Campbell.

Chairman Rapp opened the floor for public comment. Input was received from Mr. Larry Overfield and Ms. Beth Degnan.

The County Attorney recommended that the motion be to adopt Resolution 21-22-147 for the Aquatic Spraying Cost Share Program Policy with the change to the requirement that it be 51% of those improved properties, improvement meaning any structure placed on the property.

After further discussion with the Commission, Ms. Sutphen clarified that the recommended motion was to move approval of the Resolution with the revision being that the 51% of properties on the lake are improved with a structure or infrastructure.

Commissioner Kirouac moved approval of the motion as stated into the record by County Attorney Sherry Sutphen. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 149 Page 29.***

B. Request adoption of Resolution No. 21-22-112 to Vacate a Drainage and Utility Easement – 3304 and 3306 N. Horseshoe Dr., Avon Park, FL 33825.

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

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

Commissioner Roberts moved approval to adopt Resolution No. 21-22-112 to vacate a portion of the existing drainage and utility easement as described in the resolution effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public, in and to the easement and any lands in connection herewith. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 67 (Recorded in Official Records Book 2923 Page 853) & SMB 149 Page 30.***

C. Request Approval of State Housing Initiative Partnership (SHIP) Program Agreement, Mortgage, Promissory Note, and Land Use Restriction Agreement (LURA) for the Development of Affordable Rental Housing Between Highlands County and Highlands County Housing Authority, Inc.

Ingra A. Gardner, Community Programs Director, and Lucy Castillo, Housing Coordinator, presented the request.

Tod Schwingel, President of Highlands County Housing Authority, Inc., came before the Commission and together with Ms. Gardner, Ms. Castillo, and County Attorney Sherry Sutphen, addressed questions raised by the Commission.

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

Commissioner Kirouac moved approval and to authorize the Chair to execute the SHIP Agency Agreement, Mortgage, Promissory Note, and Land Use Restriction Agreement (LURA) for the development of Affordable Rental Housing between Highlands County and Highlands County Housing Authority, Inc. providing $115,900 of County SHIP funding. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See State Housing Initiatives Partnership (SHIP) Program file (LURA, Mortgage & Promissory Note recorded in Official Records Book 2923 Page 1259 & Official Records Book 2923 Page 1267).***

D. Request adoption of Resolution 21-22-150 for Budget Amendment 21-22-110 to setup Project 21103, a sub-contract between Florida's Network of Children's Advocacy Centers and Highlands County Board of County Commissioners.

Ingra A. Gardner, Community Programs Director, presented the request and addressed questions raised by Commissioner Roberts.

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

Commissioner Campbell moved approval to adopt Resolution 21-22-150 for Budget Amendment 21-22-110 to setup Project 21103, a sub-contract between Florida's Network of Children's Advocacy Centers and Highlands County Board of County Commissioners. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Children's Advocacy Center file, Res. Book***

33 Page 68 & SMB 149 Page 31.

E. (Consent Agenda Item 8K) Request to appoint Charlie Martin to the Veterans Advisory Board.

Ingra A. Gardner, Community Programs Director, and Denise Williams, Veteran Services Officer, presented the request and along with Chairman Rapp, recognized Mr. Martin for his service to the country.

Commissioner Tuck moved approval to appoint Charlie Martin, representing the Avon Park district, to a three (3) year term from August 4, 2022. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 149 Page 32.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney Status Report. ***See SMB 149 Page 33***

Ms. Sutphen provided an update on the recruitment process for a new county administrator.

Ms. Sutphen announced that today is intern Grace Whalen's last day and recognized her for being an incredible benefit to the legal department and stated it has been exciting to see her learn this process and watch how government works.

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

Laurie A. Hurner, Interim County Administrator, presented the Commissioner's Priorities and the Project Status Report. ***See SMB 149 Page 34.***

In regards to the upcoming budget, Ms. Hurner and David Nitz, OMB Manager, requested a consensus from the Board on the following items:

1) Set the Millage Rate at 8.3.

Ms. Hurner stated the OMB Department has recommended to set the millage at 8.3, the lowest rate the county has been in quite a long time and shared they will be using the lowest amount (in over fifteen years) of fund balance to balance this year's budget.

Ms. Hurner and David Nitz addressed questions raised by the Commission.

The Commission came to a consensus to move forward with the recommended millage of 8.3 and thanked budget staff, directors, administration and all the constitutionals for their continued efforts in keeping the county moving in the right direction.

2) 1% COLA increase & 4% (up to) merit increase for eligible employees.

Ms. Hurner stated this 1% COLA would be for eligible employees effective October 2022 and the 4% (up to) merit increase would be for eligible employees based on their merit and evaluations for this calendar year, and shared these proposed increases are currently in the budget for April 2023.

Ms. Hurner and David Nitz addressed questions raised by Commissioner Tuck.

In regards to the proposed 1% COLA increase, the consensus from the Commission was to move forward.

In regards to the proposed 4% (up to) merit increase, the consensus from the Commission was to move forward.

Ms. Hurner stated the final public hearing for the budget is scheduled for September 20, 2022, at 5:30 p.m., and public comment will be offered at that time.

12. COMMISSIONERS

Commissioner Kirouac – No report.

Commissioner Tuck commented on the Caladium Festival held in Lake Placid last weekend and also addressed her concerns with the lots being sold and has asked County Attorney Sherry Sutphen to look into this matter.

Commissioner Roberts commented on the upcoming 23rd Judge Clifton M. Kelly Champion for Children Awards Gala that is being held on September 22, 2022.

Commissioner Campbell – No report.

Commissioner Rapp – No report.

13. INFORMATIONAL

A. Board payables from July 19, 2022, to August 1, 2022. *See Check Reports 2022 file.*

B. Fire Marshal Job Description Correction. *See SMB 149 Page 35.*

14. ADJOURN

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

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

The meeting was adjourned at 11:17 a.m.

SPECIAL MEETING OF THE BOARD, JULY 12, 2022

1. The meeting was called to order at 9:02 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp — **Commissioner Chris Campbell**
Commissioner Kevin J. Roberts — **Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac

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

This meeting was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. ***See Proof of Publication file.***

2. INVOCATION
The meeting opened with a prayer led by Jerome Kaszubowski, Clerk of Courts.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Commissioner Kevin J. Roberts.

4. WORKSHOP

A. Workshop to consider the proposed Capital Financial Strategy for FY 22/23.
David Nitz, OMB Manager, Angie Bollinger, Senior Budget Analyst, Tanya Cannady, Business Services Director, and Laurie Hurner, Interim County Administrator, presented the proposed Capital Financial Strategy (CFS) for FY 22/23 and addressed questions raised by the Commission. ***See SMB 148 Page 61.***

County Engineer Clinton Howerton, Jr., County Attorney Sherry Sutphen, and Road & Bridge Director Jonathan Harrison also addressed questions raised by the Commission.

B. Workshop to consider the proposed FY 22/23 Recommended Budget for the Board Departments.
David Nitz, OMB Manager, Angie Bollinger, Senior Budget Analyst, Tanya Cannady, Business Services Director, and Laurie Hurner, Interim County Administrator, presented the proposed FY 22/23 Recommended Budget for the Board Departments. Mr. Nitz addressed questions and concerns raised by the Commission. ***See SMB 148 Page 62.***

5. PUBLIC COMMENTS
Chairman Rapp opened the floor for public comment. Input was received by Megan Williams. David Nitz, OMB Manager, and Commissioner Campbell addressed questions raised by Ms. Williams.

Laurie Hurner, Interim County Administrator, recognized the OMB staff and commended each of them for their hard work and dedication to the county. Ms. Hurner also recognized the Board's executive team who were present because they are working just as hard to support this staff.

6. ADJOURN

Commissioner Tuck moved to adjourn the Special Meeting of the Board. Commissioner Campbell seconded the motion.

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

The meeting was adjourned at 10:37 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Vikki Brown, Highlands Library System Manager**

SUBJECT/TITLE: **Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 22-23.**

STATEMENT OF ISSUE

The State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System is the annual agreement to accept funds allocated from the state to support library operations. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award to the Highlands County Library system is based on local expenditures for library services. The more local funding our library receives, the higher the grant award from the state.

RECOMMENDED ACTION

Move to approve the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 22-23.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $203,988 to Fund 005 (General) in FY22-23.

Attachments: HIGHLANDS CertificationofHours.pdf
2022-23-state-aid-estimates.pdf
HIGHLANDS 2022-2023 StateAidToLibrariesGrantAgreement.pdf

FLORIDA DEPARTMENT OF STATE

DIVISION OF LIBRARY AND INFORMATION SERVICES

STATE AID TO LIBRARIES GRANT APPLICATION

Certification of Hours, Free Library Service and Access to Materials

The Heartland Library Cooperative, governing body for the Highlands County Library System hereby certifies that the following statements are true for the time period October 1, 2020 through June 30, 2023:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

_____ _____

Chair, Library Governing Body Date

_____

Name (Typed)

Division of Library and Information Services
FY2022-23 Estimated Grants
7/19/2022

	2022-23 Estimated Grants		
County	**Operating Grant**	**Equalization Grant**	**Total Grant: Operating and Equalization**
ALACHUA	$ 339,081	$ -	$ 339,081
BAKER	$ 2,984	$ 45,225	$ 48,209
BAY	$ 53,712	$ -	$ 53,712
BRADFORD	$ 9,061	$ 274,510	$ 283,571
BREVARD	$ 386,737	$ -	$ 386,737
BROWARD	$ 1,216,875	$ -	$ 1,216,875
CALHOUN	$ 7,014	$ 214,575	$ 221,589
CHARLOTTE	$ 97,782	$ -	$ 97,782
CITRUS	$ 59,446	$ -	$ 59,446
CLAY	$ 70,843	$ -	$ 70,843
COLLIER	$ 165,389	$ -	$ 165,389
COLUMBIA	$ 18,685	$ 517,166	$ 535,851
DESOTO	$ 3,740	$ 55,874	$ 59,614
DIXIE	$ 2,559	$ 39,059	$ 41,618
DUVAL	$ 695,858	$ -	$ 695,858
ESCAMBIA	$ 104,534	$ -	$ 104,534
FLAGLER	$ 24,057	$ -	$ 24,057
FRANKLIN	$ 3,884	$ 57,823	$ 61,707
GADSDEN	$ 9,411	$ 283,004	$ 292,415
GILCHRIST	$ 2,714	$ 41,247	$ 43,961
GLADES	$ 1,880	$ 28,644	$ 30,524
GULF	$ 2,990	$ 44,735	$ 47,725
HAMILTON	$ 8,539	$ 258,986	$ 267,525
HARDEE	$ 2,637	$ 39,499	$ 42,136
HENDRY	$ 9,762	$ 144,937	$ 154,699
HERNANDO	$ 45,244	$ 517,166	$ 562,410
HIGHLANDS	$ 13,532	$ 190,456	$ 203,988
HILLSBOROUGH	$ 911,498	$ -	$ 911,498
HOLMES	$ 1,665	$ 25,451	$ 27,116
INDIAN RIVER	$ 78,223	$ -	$ 78,223
JACKSON	$ 7,412	$ 111,276	$ 118,688
JEFFERSON	$ 9,549	$ 291,138	$ 300,687
LAFAYETTE	$ 1,177	$ 18,054	$ 19,231
LAKE	$ 174,925	$ -	$ 174,925
LEE	$ 568,965	$ -	$ 568,965
LEON	$ 116,851	$ -	$ 116,851

County	Operating Grant	Equalization Grant	Total Grant: Operating and Equalization
LEVY	$ 4,184	$ 62,346	$ 66,530
LIBERTY	$ 2,278	$ 69,855	$ 72,133
MADISON	$ 7,600	$ 231,460	$ 239,060
MANATEE	$ 138,963	$ -	$ 138,963
MARION	$ 114,574	$ -	$ 114,574
MARTIN	$ 85,578	$ -	$ 85,578
MIAMI-DADE	$ 1,394,290	$ -	$ 1,394,290
MONROE	$ 47,548	$ -	$ 47,548
NASSAU	$ 32,684	$ -	$ 32,684
OKALOOSA	$ 79,639	$ -	$ 79,639
OKEECHOBEE	$ 10,159	$ 149,985	$ 160,144
ORANGE	$ 793,916	$ -	$ 793,916
OSCEOLA	$ 155,822	$ -	$ 155,822
PALM BEACH	$ 871,581	$ -	$ 871,581
PASCO	$ 143,955	$ -	$ 143,955
PINELLAS	$ 670,264	$ -	$ 670,264
POLK	$ 242,520	$ -	$ 242,520
PUTNAM	$ 11,286	$ 161,392	$ 172,678
SAINT JOHNS	$ 116,534	$ -	$ 116,534
SAINT LUCIE	$ 97,936	$ -	$ 97,936
SANTA ROSA	$ 45,335	$ -	$ 45,335
SARASOTA	$ 243,613	$ -	$ 243,613
SEMINOLE	$ 132,875	$ -	$ 132,875
SUMTER	$ 57,324	$ -	$ 57,324
SUWANNEE	$ 25,132	$ 517,166	$ 542,298
TAYLOR	$ 3,926	$ 59,027	$ 62,953
UNION	$ 2,949	$ 90,466	$ 93,415
VOLUSIA	$ 336,500	$ -	$ 336,500
WAKULLA	$ 4,954	$ 74,594	$ 79,548
WALTON	$ 17,387	$ -	$ 17,387
WASHINGTON	$ 7,456	$ 226,179	$ 233,635

Municipality			
ALTAMONTE SPRINGS	$ 8,999		$ 8,999
APALACHICOLA	$ -		$ -
BOYNTON BEACH	$ 59,724		$ 59,724
DELRAY BEACH	$ 44,394		$ 44,394
FORT MYERS BEACH	$ 17,294		$ 17,294
HIALEAH	$ 34,313		$ 34,313
INDIAN ROCKS BEACH	$ -		$ -
LAKE PARK	$ 7,827		$ 7,827
LAKE WORTH BEACH	$ 8,101		$ 8,101
LANTANA	$ 3,899		$ 3,899
MAITLAND	$ 14,166		$ 14,166
NEW PORT RICHEY	$ 17,702		$ 17,702
NORTH MIAMI	$ 21,433		$ 21,433
NORTH MIAMI BEACH	$ 22,695		$ 22,695
NORTH PALM BEACH	$ 14,397		$ 14,397
OAKLAND PARK	$ 17,227		$ 17,227
PALM SPRINGS	$ -		$ -
RIVIERA BEACH	$ 19,456		$ 19,456
SANIBEL	$ 36,905		$ 36,905
WEST PALM BEACH	$ 92,786		$ 92,786
WILTON MANORS	$ 12,268		$ 12,268
WINTER PARK	$ 49,085		$ 49,085
Subtotal	**$ 11,630,650**	**$ 4,841,295**	**$ 16,471,945**
Multicounty			
HEARTLAND			$ 450,000
NEW RIVER			$ 326,571
NORTHWEST REGIONAL			$ 350,000
PAL PUBLIC LIBRARY COOPERATIVE			$ 350,000
PANHANDLE PUBLIC LIBRARY COOPERATIVE			$ 332,171
SUWANNEE RIVER REGIONAL			$ 350,000
THREE RIVERS REGIONAL			$ 329,486
WILDERNESS COAST			$ 343,899
		Total	**$ 2,832,127**
		Total	**$ 19,304,072**

STATE AID TO LIBRARIES GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF STATE AND Heartland Library Cooperative for and on behalf of Highlands County Library System

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Heartland Library Cooperativefor and on behalf of Highlands County Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes.* By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2020 - September 30, 2021.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2020 through June 30, 2023. The Grantee shall:

- Have a single administrative head employed full time by the library's governing body;
- Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provide access to materials, information and services for all residents of the area served; and
- Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2020 through June 30, 2023. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2020 - September 30, 2021;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2020 - September 30, 2021 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2020 to June 30, 2023, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2020) and concludes with the end of the State of Florida's current fiscal year (June 30, 2023).

3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2020 – September 30, 2021) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.

4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Vikki Brown
Highlands County Library System
4344 George Boulevard Sebring Florida 33875
Phone: 863.402.6716
Email: vikki@myhlc.org

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will bea fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference,to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State's Division of Library and Information Services."

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of August 2021), incorporated by reference, which are

available online at http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes.*

12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, 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 state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of August 2021) (http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf), incorporated by reference.

13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to 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.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least $750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.

15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in

noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. **Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. **Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or

employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

25. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

26. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

27. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

28. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

29. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

30. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

31. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

a) Procurement of Goods and Services Not Exceeding $35,000. The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

b) Procurement of Goods and Services Exceeding $35,000. Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

32. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

33. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

34. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).

37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of

Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement
b) Florida Single Audit Act Requirements (Attachment A)
c) Fiscal Year 2022-23 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:	**Department of State**
By: _____	By: _____
Chair of Governing Body or Chief Executive Officer	
	Amy L. Johnson, Director Division of Library and Information Services Department of State, State of Florida
_____	_____
Typed name and title	
_____	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer	Witness
_____	_____
Date	Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

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 of State staff, limited scope audits as defined by 2 *CFR* 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State 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 $750,000 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 1 to this agreement lists the federal resources awarded through the Department of State 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 of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 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 requirement 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 $750,000 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 $750,000 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).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. 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 1 to this agreement indicates state financial assistance awarded through the Department of State by 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 of State, 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. In the event that 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).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: 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 agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

      The FAC's website prides 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.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State via the DOS Grants System at https:///dosgrants.com.

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

3. Any reports, management letter, or other information required to be submitted to the Department of State 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State 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 IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, 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 of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

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

Not applicable.

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

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

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

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

ATTACHMENT B
Fiscal Year 2022-23 State Aid to Libraries Final Grants

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

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

SUBJECT/TITLE: **Request approval to write-off uncollectible debt owed for asphalt damage on Haw Branch Road from JMR Services.**

STATEMENT OF ISSUE

The Clerk of Courts runs a monthly aging report to ensure that payment is received in a timely manner. JMR Services has been non-responsive to multiple inquiries for payment.

RECOMMENDED ACTION

Move to approve the write-off of uncollectible debt in the amount of $631.58 for asphalt damage.

FISCAL IMPACT

The fiscal impact will be the lack of expense reimbursement from JMR Services in the amount of $631.58.

Attachments: JMR Services Non-Payment, Haw Branch Rd 02.01.2021.pdf
BORD002522.pdf

Board Invoice Request to Finance	
BCC Staff Name and Department:	Lisa Carvalho, Road and Bridge Department
Organization to Invoice:	JMR Services, LLC
Fund:	110
Revenue Account:	3694900
Project:	Asphalt Patch
Amount:	631.58
Brief description of reimbursement:	Lawnmower Fire - Haw Branch Rd.
Grant Reimbursement Request # (if applicable)	N/A
Fiscal Year:	FY 2020 - 2021
Finance Mail Invoice Directly (Yes/No)	Yes
Finance Email Invoice to BCC Staff (Yes/No)	Yes

Highlands County
Road and Bridge
4344 George Boulevard
Sebring, FL 33875
863-402-6529 Phone ~ 863-402-6754 Fax

INVOICE

TO: JMR Services, LLC
Attn: Justin Roberts
121 Sirena Way
Lake Placid, FL 33852

DATE: April 6, 2021

PROJECT:

Description:	Amount:
ASPHALT PATCH Lawnmower Fire - Haw Branch Rd. **Labor:** **Equipment:** **Material:**	 **$391.87** **$89.06** **$150.65**
TOTAL AMOUNT DUE:	**$631.58**

PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT

PLEASE REMIT PAYMENT TO:
Highlands County Board of County Commissioners
Attn: Finance Department
590 South Commerce Avenue
Sebring, FL 33870

WORK DETAILS

Task ID	Asset	Activity	Street
3746336	Pavement 100014	Asphalt Patch	HAW BRANCH RD

Basic Information		Costs	
Department	Road and Bridge	Labor	$391.87
Start Date	2/1/2021	Equipment	$89.06
Stop Date	2/1/2021	Material	$150.65
Details	Cut out & patch road after lawn mower fire, (2.49 tons of Asphalt).	Other	$0.00
		Total	**$631.58**

Labor

Date	ID	Full Name	Hours	Rate Name	Cost
2/1/2021	8121	DALE BEACH	2.00	Standard	$38.12
2/1/2021	7461	DONNIE GOINS	3.50	Standard	$107.70
2/1/2021	7257	DAN LAMERE	3.50	Standard	$88.72
2/1/2021	5118	HAYFORD DILLON	2.00	Standard	$51.92
2/1/2021	8132	VICTOR CANOVA	2.00	Standard	$36.78
2/1/2021	8277	CHAD MOORE	3.50	Standard	$68.63

Equipment

Date	ID	Description	Usage	Cost
2/1/2021	RB002060	Dump Truck - 6 Wheel	2.00 hr	$26.18
2/1/2021	RB002458	Patch Truck	2.00 hr	$26.56
2/1/2021	RB002348	1 Ton Crew Cab	1.00 hr	$16.02
2/1/2021	RB002239	Pickup - Henry High	2.00 hr	$20.30

WORK DETAILS

Task ID	Asset	Activity	Street
3746336	Pavement 100014	Asphalt Patch	HAW BRANCH RD

Material

Date	ID	Description	Quantity	Cost
2/1/2021	Asphalt.		2.49 ton	$150.65

HIGHLANDS COUNTY ROAD & BRIDGE

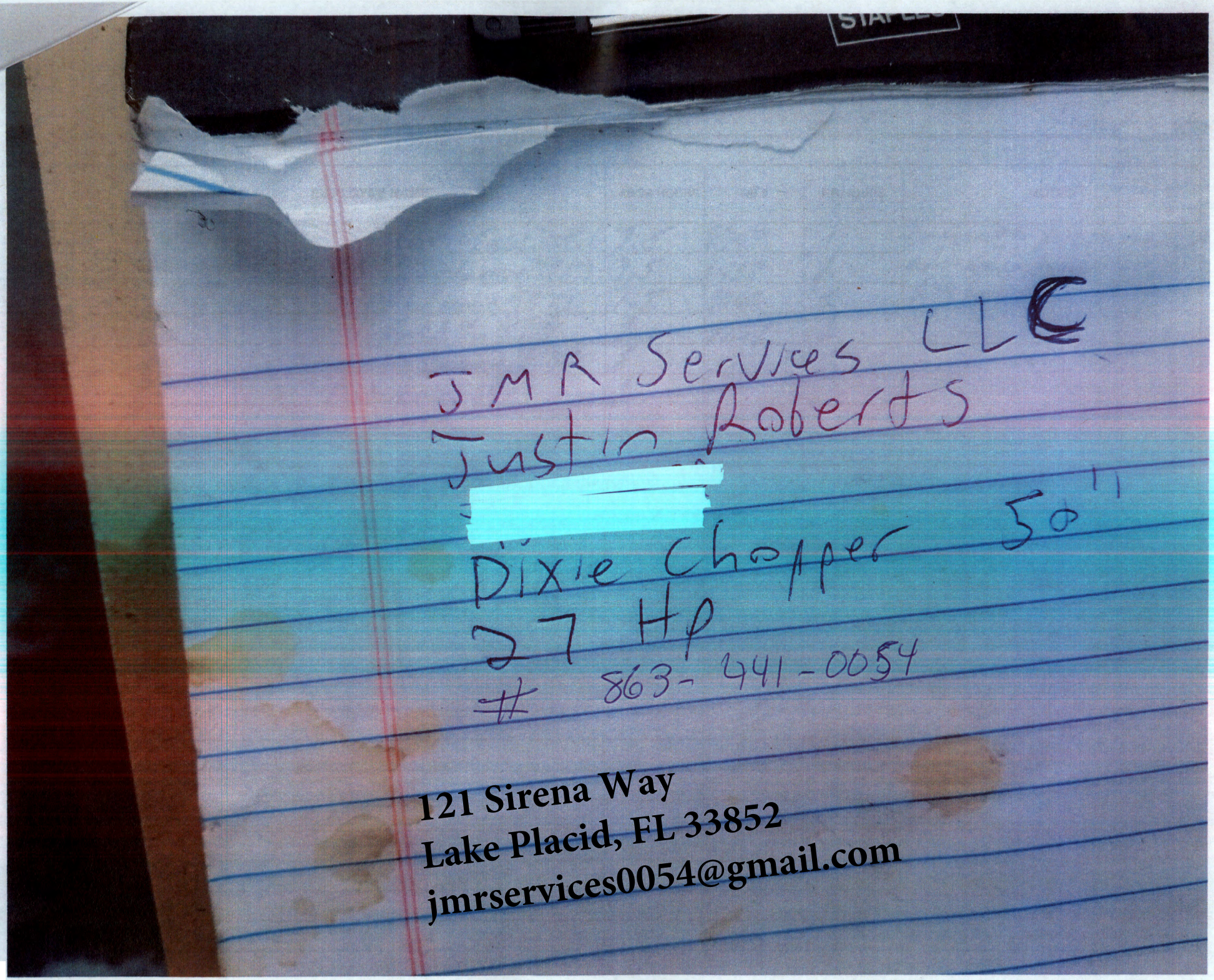
PROJECT NAME: Haw Branch Rd

UNIT 2 AREA

PROJECT DAILY WORKSHEET

UNIT: 2 DATE: 2-1-2021

ID	EMPLOYEE NAME	LABOR HOURS	RB #	RB HOURS	NOTES
100014	Donnie Cohns 7461	7.5	7348	1	cut out & patch Road
	Danny Lamere 7257	7.5	7458	2	after lawn mower fire
	Chad moore 8777	7.5	7060	2	2 ½ tons of asphalt
	Hayford Dilton 5118	2	7139	2	
	Victor Canova 8132	2			Task # 3746336
	Dale Beach 8121	2			
	REPAIR				
	TO BE CHARGED TO				
	BUSINESS OWNER FOR				
	DAMAGES (SEE ATTACHE)				
	CALL ME WITH ANY QUESTIONS				


JMR Services LLC
Justin Roberts
[redacted]
Dixie Chopper 50"
27 Hp
863-441-0054
121 Sirena Way
Lake Placid, FL 33852
jmrservices0054@gmail.com

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
ATTN: FINANCE
590 S COMMERCE AV
SEBRING, FL 33870
PHONE: 863-402-6583x
FAX: 863-402-6828x

INVOICE: BORD002522 PAGE 1
DATE: Apr 06, 2021 OF 1

SERVICE: BOARD BILLING
CUSTOMER PO:
CUSTOMER PH: (863) 441-0054
TERMS: DUE 30 DAYS

DUE DATE: May 06, 2021

CUSTOMER NO: BORD000057

JMR SERVICES LLC
121 SIRENA WAY
LAKE PLACID, FL 33852

SERVICE ADDRESS:

JMR SERVICES LLC
121 SIRENA WAY
LAKE PLACID, FL 33852

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	TAX
ASPHALT PATCH - HAW BRANCH RD LAWNMOWER FIRE	1.00	631.58	631.58	N

TOTAL CHARGES:	631.58
TOTAL TAX:	0.00
TOTAL INVOICE:	631.58
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	631.58

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 5, 2022

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

SUBJECT/TITLE: **Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc. November 15 through November 17, 2022**

STATEMENT OF ISSUE

The Highlands County Ag-Venture, Inc. is requesting that the Board waive the Landfill tipping fees for waste collected during the Highlands County Ag-Venture days. Highlands County Ag-Venture is scheduled for November 15 through November 17, 2022. The waste will be hauled to the Landfill within a week of the event. Highlands County Ag-Venture. Inc. requests for waived tipping fees have been approved in the past.

RECOMMENDED ACTION

Motion to approve waiving the Landfill tipping fee for Highlands County Ag-Venture, Inc.

FISCAL IMPACT

Landfill staff estimates that the Highlands County Ag-Venture, Inc. event will generate approximately three (3) tons of waste at a cost of $45.00 per ton for a total of $135.00 to be waived. The figures are based upon Highlands County Ag-Venture's estimate of 1 (one) 20-yard dumpster for the event.

Attachments: Ag Venture Letter 08-10-22.pdf
Highlands County Ag-Venture Inc - Waived Tipping fees.pdf

Highlands County
Ag-Venture, Inc.
P.O. Box 818, Lake Placid, FL 33862

BOARD OF DIRECTORS

Susie Bishop

Judy Bronson

Barbara Bullard

Christy Crews

Danielle Daum

Tammy Hancock

Donna Howerton

Sharon Keiber

Darlene Phypers

Jody Swaine

Bill Tillett

August 10, 2022

Highlands County Board of County Commissioners,

The 23rd Annual Highlands County Ag-Venture program will be held November 15th thru 17th at the Highlands County Fairgrounds. We will have a dumpster at the location to collect all of our trash. Would it be possible to have the dump fee on that dumpster waived? Thank you for considering this request.

Sincerely,

Darlene Phypers Danielle Daum Judy Bronson

REGISTRATION #: CH14481 - A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

HIGHLANDS COUNTY LANDFILL
TIPPING FEES - BOARD WAIVED
Highlands County Ag-Venture, Inc.

Date	Material	Tons	Normal Rate	Tipping Fees	Total Fees Waived
2015	2002	1.27	$ 45.00	$ 57.15	**$ 57.15**
2017	2002	1.64	$ 45.00	$ 73.80	**$ 73.80**
2018	2002	2.56	$ 45.00	$ 115.20	**$ 115.20**
2019	***No loads identified as Board waived.***				**$ -**
2020	***Due to COVID - AG Venture event was not held.***				**$ -**
2021	2002	1.19	$ 45.00	$ 53.55	**$ 53.55**
Grand Total					**$ 299.70**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER:	**Jeff King, Executive Manager of Business and Economic Development**
SUBJECT/TITLE:	**Request acceptance of the Duke Energy Florida Economic Development Marketing Assistance allocation in the amount of $25,000 and adoption of Resolution 21-22-176 for Budget Amendment 21-22-123 to set up Project 21107 (Duke Energy FL Economic Dev. Marketing Assistance).**

STATEMENT OF ISSUE

Duke Energy Economic Development allocated $25,000 to Highlands County Economic Development to be used for marketing of the county.

RECOMMENDED ACTION

Move to accept the Duke Energy Florida Economic Development Marketing Assistance Grant allocation in the amount of $25,000 and adopt Resolution 21-22-176 for Budget Amendment 21-22-123 to set up Project 21107.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY21/22. This budget amendment is recognizing additional revenue in the amount of $25,000.00 in Fund 005, cost center 2810 (Economic Development), and project 21107.

Attachments: 21-22-123 Project 21107 Duke Energy FL Economic Development Marketing Assistance (BA).pdf
21-22-123R 21107 Duke Energy FL Economic Development Marketing Assistance (Resolution).pdf
Duke Energy Award Email

REVIEWED
O.M.B DEPARTMENT
August 17, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/15/2022** SUBMITTED BY: **Sarah Beth Rogers**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2810**

PROJECT(S) #: **21107** PROJECT TITLE(S): **Duke Energy FL Economic Development Marketing Assistance** COST CENTER TITLE(S): **Office of Economic Development**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005	2810	3661000Z	Project Donations/Contrib	21107	0.00	25,000.00		25,000.00
E	005	2810	54700Z	Project Printing and Binding	21107	0.00	2,000.00		2,000.00
E	005	2810	54800Z	Project Promotional Activities	21107	0.00	5,000.00		5,000.00
E	005	2810	55403Z	Project Education and Training	21107	0.00	18,000.00		18,000.00
									0.00
									0.00

REASON: **To add an additional allocation in grant funds that has been allotted to Project 21107 Duke Energy Florida Economic Development Marketing Assistance.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-123**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-176

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-123 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-123 is hereby approved and authorized to add an additional allocation in grant funds that has been allotted to Project 21107 Duke Energy Florida Economic Development Marketing Assistance in the amount of $25,000.

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

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

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

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

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

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

PASSED AND ADOPTED this 6th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER:	**Jeff King, Executive Manager of Business and Economic Development**
SUBJECT/TITLE:	**Request acceptance of the Rural Toolkit Site Preparedness Grant from Enterprise Florida Inc. in the amount of $25,000 and adoption of Resolution 21-22-177 for Budget Amendment 21-22-124 to set up Project 21108 (Rural Toolkit Site Prep).**

STATEMENT OF ISSUE

Enterprise Florida Inc. allocated $25,000 to Highlands County Economic Development to be used towards the utility expansion project.

RECOMMENDED ACTION

Move to accept the Rural Toolkit Site Preparedness Grant from Enterprise Florida Inc. in the amount of $25,000 and adopt Resolution 21-22-177 for Budget Amendment 21-22-124 to set up Project 21108.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY21/22. This budget amendment is recognizing additional revenue in the amount of $25,000.00 in Fund 005, cost center 2810 (Economic Development), and project 21108.

Attachments: 21-22-124 Project 21108 Rural Toolkit Site Prep (BA).pdf
21-22-124R Project 21108 Rural Toolkit Site Preparedness Grant (Resolution).pdf
2022 Highlands County Rural Site Preparedness Grant FINAL .doc

REVIEWED
O.M.B DEPARTMENT
August 17, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/15/2022** SUBMITTED BY: **Sarah Beth Rogers**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2810**

PROJECT(S) #: **21108** PROJECT TITLE(S): **Rural Toolkit Site Prep** COST CENTER TITLE(S): **Office of Economic Development**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**	**2810**	**3345000Z**	**Economic State Grant**	**21108**	**0.00**	**25,000.00**		**25,000.00**
E	**005**	**2810**	**53100Z**	**Project Professional Services**	**21108**	**0.00**	**25,000.00**		**25,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To add an additional allocation in grant funds that has been allotted to Project 21108 Rural Toolkit Site Preparedness Grant.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-124**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-177

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-124 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-124 is hereby approved and authorized to add an additional allocation in grant funds that has been allotted to Project 21108 Rural Toolkit Site Preparedness Grant in the amount of $25,000.

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

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

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

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

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

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

PASSED AND ADOPTED this 6th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

ENTERPRISE FLORIDA

RURAL FLORIDA SITE PREPAREDNESS GRANT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into as of this ____day of _____2022, by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation (hereinafter referred to as "EFI") and HIGHLANDS COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Grantee" and jointly referred to as "the Parties").

RECITALS

WHEREAS, EFI the economic development organization for the State of Florida has been charged with assisting, promoting, and enhancing economic opportunities in Florida's rural communities; and

WHEREAS, EFI has created the Rural Grant Program to assist Florida's rural communities with the development and enhancement of sites to make them build ready and competitive for site selection project.; and

WHEREAS, the Grantee's rural program (hereinafter "Program") has been selected for a grant award because it has been determined to meet the grant requirements, further the mission of EFI, and to be mutually beneficial to the Parties and the State of Florida; and

WHEREAS, the Parties hereto desire to enter into this Agreement whereby EFI will provide a grant of funds for the program;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement begins on July 1, 2021 and ends on June 30, 2023. EFI is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date.

2. Award Funds. This Agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS *($25,000.00)*, which shall be paid by EFI in consideration for Grantee's provision of services as set forth by the terms and conditions of this Agreement and the Scope of Work attached hereto as "Exhibit B" and fully incorporated herein. EFI's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Grantee agrees as follows:

a) The Funds shall be expended solely for reimbursement of expenses related to the Program as approved by EFI and the provisions within the Grant Reimbursement Process attached hereto as "Exhibit C" and fully incorporated herein ("Allowable Expenses"). Grantee may invoice periodically throughout the term as appropriate, and funds will be provided upon approval by EFI.

b) Invoices are required to outline funds expended with receipts for all expenses attached as an Exhibit 1. If possible, proof of work completed shall be attached as an Exhibit 2. EFI may

require Grantee to provide further information or documentation to substantiate any invoice submitted. All invoices are subject to approval by EFI for accuracy and completeness. EFI may not unreasonably withhold approval.

c) Grant recipient shall be reimbursed for allowable project costs resulting from obligations incurred during the Agreement period subject to EFI's approval. Activities for which state funds may NOT be spent include the following (this also applies to any subcontractors or consultants that are paid with Grant funds):
    1. Staff salaries.
    2. Purchase of equipment, furniture, or fixtures.
    3. Receptions, gifts, gift cards, awards, trophies, or membership dues.
    4. Lobbying any branch of state government.
    5. Administration of the project in excess of 10 percent of the Grant award.
    6. Project costs incurred related to the Agreement prior to its beginning date or after its ending date.
    7. Travel expenses not made pursuant to Section 112.061, Florida Statutes.
    8. Business entertainment expenses, including meals or activity fees.
    9. Participation in trade shows, air shows, consultant events, and congressional delegations for more than three (3) key staff members and/or officers of the prospective Grantee per activity.
    10. Participation in activities or events that are not located in the Continental United States (CONUS).

3. Scope of Work. The Scope of Work is included in Exhibit B and is hereby incorporated into this Agreement.

4. Time is of the Essence. Time is of the essence in performing obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A, Scope of Work.

5. Final Report and Disbursement of Funds. The Grantee shall submit a Final Project Report by July 15, 2023. Final disbursement shall be made only after EFI has approved the Final Project Report which shall include the following information:

a. Certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
b. Certification that the Project meets state and local construction standards, as applicable;
c. The total amount of Funds received from EFI pursuant to this Agreement;
d. The total amount of funding received from other sources in relation to this Project;
e. The total amount of Project expenditures;
f. Explanation of any material changes in circumstances that may affect the outcome potential of the Project;

6. All Funds Conditional. If Grantee fails to: (i) submit the Final report accurately and prior to the deadline: (ii) submit the required Exhibits; (iii) expend program funds in a way that is consistent with the approved program; or (iv) perform any other obligation required under this Agreement, EFI shall (a) have no obligation to pay to Grantee Funds or any portion thereof; and (b) have the right, in its sole discretion, to immediately

terminate this Agreement. This right of termination shall be in addition to any other right of termination under this Agreement.

7. Assignments and Subcontracts.

a. Grantee shall not assign the responsibility for this Agreement to another party.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Grantee subcontracts all or part of the work contemplated under this Agreement, such arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. EFI shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will indemnify and defend EFI against any such claims.

c. Grantee shall make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from EFI in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor.

d. EFI shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in EFI's judgment, are insufficient.

8. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.

a. Grantee is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors or sub-vendors under this Agreement. The directory of Certified Vendor Directory can be accessed from the website of the Department of Management Services, Office of Supplier Diversity located at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

b. Grantee shall report on a quarterly basis its expenditures with minority and service-disabled veteran businesses. The report shall contain the names and addresses of the minority and service-disabled veteran businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority and service-disabled veteran businesses, Grantee shall submit a statement to this effect.

9. Accounting Records. Grantee shall maintain accounting records that reflect the total Funds received by Grantee under this Agreement and the total expenditure of such Funds. Such records shall be kept in compliance with Section 215.97, Florida Statutes (the Florida Single Audit Act) and within the guidelines of generally accepted accounting principles, procedures and practices for a period of no less than seven (7) years following the termination or expiration of this Agreement. Grantee acknowledges that receipt of more than five-hundred thousand ($500,000) in state funds are subject to the Florida Single Audit Act under the Catalog of State Financial Assistance (CSFA) No. 40.003 Enterprise Florida Inc.

10. Program Application. Grantee represents and warrants that the information set forth in the application submitted to EFI in connection with the Program, is true, correct and complete in all material aspects.

11. Independent Entity. Grantee is acting as an independent grant recipient and not as EFI's agent or employee in the performance of this Agreement. Grantee acknowledges that EFI is not responsible for withholding and filing federal or state taxes or other withholdings on behalf of the Grantee. Grantee further acknowledges that neither the Grantee nor the employees of Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

12. Indemnification. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless EFI and the State of Florida from any and all claims, suits, judgments or damages arising from the Proposal and Grantee's obligations under this Agreement. This provision shall I no way be construed as a waiver of Grantee's right to Sovereign Immunity.

13. No Pledge of Credit. Grantee has no authority to and shall not pledge credit of EFI of the State of Florida, or purport to make EFI or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

14. Failure of Satisfactory Performance. EFI's reimbursement obligation to Grantee is contingent upon EFI's receipt when due and approval of all documents and reports required under this Agreement. Grantee's satisfactory completion of the Grantee's Application and the satisfactory performance of Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. Should Grantee fail to satisfactory perform its obligations under this Agreement, in addition to any other remedies contained herein or available to EFI by law or in equity, EFI may terminate this Agreement, demand that Grantee return part or all of the Funds, or both, following Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

15. Notices. All notices between the parties provided for herein shall be by either confirmed facsimile transmission, electronic mail, e-mail, or certified mail, return receipt requested, delivered to the following address of each party:

EFI:
Enterprise Florida, Inc.
Michelle Boylan, VP, Strategic Initiatives & Compliance
800 N. Magnolia Ave. Ste. 1100
Orlando, FL 32803
PHONE:407-956-5636
mboylan@enterpriseflorida.com

Grantee:
Highlands County
Randal Vosburg, County Administrator
501 S. Commerce Ave.
Sebring, FL 33870
PHONE: 863-402-6500
EMAIL: rvosburg@highlandsfl.gov

The address of either party provided above may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

16. Waiver. No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand of Grantee in any case shall entitle it to any notice or demand in similar or other circumstances.

17. Promotional Materials. Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI after review and approval by EFI. Grantee shall not publicly promote or reference its relationship with EFI, or DEO as provided for in this Agreement whether through media releases, press statements, publication on its website or social media accounts, or in any other public format whatsoever, without the express written prior approval of EFI.

18. Modification. This Agreement may be modified only upon the written and mutual consent of the Parties hereto.

19. Termination. This Agreement may be terminated without cause by the Grantee with 30 days' notice in writing to the Agreement Manager. This Agreement may be terminated by EFI at any time, with or without cause, in a written notice provided by EFI to Grantee. In the event the Agreement is terminated prior to the expiration of the term without cause, EFI shall pay the Grantee for work completed and any obligations and expense incurred by the Grantee that could not reasonably be canceled.

20. Coordination. When reasonable, the Grantee shall coordinate with other Florida economic development organizations and avoid duplication of existing state and local services and activities provided in Florida.

21. Complete Agreement. This Agreement with all exhibits hereto, constitutes the entire agreement between the Parties and supersedes all agreements, representations, warrantees, statements, promises and understandings, whether oral or written, with respect to the subject matter. Neither Party shall be bound by any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

22. Authorization. The officer or other person who has executed this Agreement below on behalf of a party hereto covenants that he or she is legally authorized to execute and deliver on this Agreement on behalf of such party and such other party may rely on this authorization without inquiry.

23. Counterparts. This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, facsimile signatures shall be of the same force and effect as original signatures.
24. EFI Standard Terms & Agreements. EFI's Standard Contract Terms & Agreements, attached hereto as "Exhibit A", are fully incorporated herein and are binding upon the Parties.

25. Contract Requirements Pursuant to Section 288.904(6), Florida Statutes.

- The purpose of the grant is found in: paragraph 3 of this Agreement.
- The specific performance standards and responsibilities for the parties is found in: paragraph 3 of this Agreement.

- A detailed project budget is found in: Exhibit B of this Agreement.
- The value of the services provided under the grant is found in: Paragraph 2.
- The projected travel and entertainment expenses for EFI employees and board members under the grant is: $0.00.

Intentionally Left Blank

IN WITNESS WHEREOF, The Parties have caused this Agreement to be duly executed as of the last day and year written below.

HIGHLANDS COUNTY	ENTERPRISE FLORIDA, INC. (EFI)
_____	_____
Randal Vosburg County Administrator	*March Adler* *Deputy Secretary of Commerce* Or – Designee: David Rogers, COO
_____	_____
Date	Date

EXHIBIT A

Enterprise Florida Standard Contract Terms & Agreements 2021-2022

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Grantee shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.

3. Grantee shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Grantee is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

4. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Grantee is found guilty of any violation of any of the foregoing laws.

5. Grantee shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Grantee shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

6. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Grantee acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Grantee affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Grantee or its affiliates been placed on the Discriminatory Vendor List.

7. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, Grantee affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Grantee shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

8. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this

Agreement. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

9. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

10. Pursuant to its contract with DEO, EFI requires Grantee, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Grantee is found to have submitted a false certification as to the above or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, 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, during the term of the Agreement. If EFI determines that Grantee has submitted a false certification, EFI will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Grantee. If EFI's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Grantee. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

11. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

12. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

13. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.

14. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

15. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

16. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

17. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

18. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Grantee shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Grantee shall notify EFI.

19. **ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:**

a. Grantee shall keep and maintain public records required by EFI to perform Grantee's responsibilities hereunder.

b. Grantee shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Grantee shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Grantee does not transfer the records to the public agency.

d. Upon completion of the contract, Grantee shall transfer, at no cost to EFI, all public records in possession of Grantee or keep and maintain public records required by EFI to perform the service. If Grantee transfers all public records to the public agency upon completion of the contract, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Grantee acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Grantee's possession, EFI shall immediately notify Grantee of the request, and Grantee must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. **If Grantee provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI.** In the event that EFI asserts such exemption in response to a public records request based on Grantee's assertion, Grantee agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Grantee acknowledges that EFI may unilaterally cancel this Agreement if Grantee refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Grantee fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Grantee for any disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: nmcelwee@enterpriseflorida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida 32301.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Amanda Valentine, Purchasing Analyst**

SUBJECT/TITLE: **Request approval to move forward with the sale of 5 County owned surplus properties and provide the County Administrator authority to execute the Deeds.**

STATEMENT OF ISSUE

The Board approved the sale of various County owned properties. Staff initiated a sale of certain properties through the County's competitive bid process (ITB 22-0014), in accordance with Florida Statutes 125.35(2). The County received and opened bids on those properties on March 1, 2022 and is recommending the sale of 5 bid properties as identified in the attached Notice of Intent to Award Sale. In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted on August 15, 2022. They buyers have provided a 10% deposit on the property they are purchasing. The completion of the sale will not exceed 45 days. Total this sale is $35,202.08

RECOMMENDED ACTION

Move to approve the sale of the attached identified 5 County owned surplus properties for the total amount of $35,202.08 and provide the County Administrator the authority to execute the Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $ 35,202.08 to the General Fund from the sale of the properties and properties will be back on the Tax Roll

Attachments: Notice of Intent - Revised 8.15.22.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

SALE OF SURPLUS COUNTY PROPERTY

	Parcel ID	Address	Min	Offer	Bidder	Recommend
1	C-04-34-28-100-1580-0260	5201 LUENGA AVE SEBRING FL 33872	$ 3,600.00	$ 4,300.00	Gary Morgan	Yes
2	C-04-34-28-100-1580-0320	5130 BALBOA BLVD SEBRING FL 33872	$ 3,600.00	$ 4,300.00	Gary Morgan	Yes
3	C-04-34-28-100-1580-0360	5238 BALBOA BLVD SEBRING FL 33872	$ 3,600.00	$ 4,300.00	Gary Morgan	Yes
4	C-04-34-28-251-7370-0040	6000 MICHELANGELO ST SEBRING 33872	$ 15,057.00	$ 17,302.00	Paul Garcia & Maria Escabi	Yes
5	C-04-34-28-100-1600-0570	4189 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 5,000.08	Chinmay Bhandere	Yes
		Total		**$ 35,202.08**		

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 2:30 p.m. on August 15,2022

The Board of County Commissioners will consider the offers at their September 6th Board Meeting which will begin at 9:00 AM

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Brandon Gunn, Projects Manager**

SUBJECT/TITLE: **Request approval of the Florida Department of Environmental Protection Grant Agreement between the State of Florida and Highlands County Board of County Commissioners for the Memorial Trailhead Park.**

STATEMENT OF ISSUE

The Florida Recreation Development Assistance Program between the Florida Department of Environmental Protection and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Parks and Recreation department to support the development of a new park. The agreement is required to be executed by the Board of County Commissioners in order to be considered for grant funding.

RECOMMENDED ACTION

Move to approve the Florida Department of Environmental Protection Grant Agreement between the State of Florida and Highlands County Board of County Commissioners for the Memorial Trailhead Park.

FISCAL IMPACT

Fiscal Impact is an increase of $199,460.00 to Fund 005.

Attachments: A23032_Memorial Trailhead Park_Grant Agreement.pdf

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Memorial Trailhead Park**

Agreement Number: **A3032**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Highlands County** Entity Type: **a local government**

Grantee Address: **12700 Arbuckle Creek Road, Sebring, FL 33870** FEID: **59-6000655** (Grantee)

3. Agreement Begin Date: **upon execution**

Date of Expiration: **June 30, 2025**

4. Project Number: **A23032** *(If different from Agreement Number)*

Project Location(s): **37501 Panther Parkway, Avon Park, FL 33825**

Project Description: **New multi-use trail, picnic tables, dog park, playground, pavilion, landscaping, sidewalks, restrooms, parking and fencing.**

5. Total Amount of Funding: **$199,460.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	**Line Item No. 1754, GAA, FY 2022-2022**	**$199,460.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$199,460.00**

6. Department's Grant Manager

Name: **Tamika Bass** or successor

Address: **3900 Commonwealth Blvd. MS #585 Tallahassee, FL 32399**

Phone: **850-245-2501**

Email: **tamika.bass@floridadep.gov**

Grantee's Grant Manager

Name: **Mr. Brandon Gunn** or successor

Address: **12700 Arbuckle Creek Road Sebring, FL 33870**

Phone: **863-402-6758**

Email: **BGunn@highlandsfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Highlands County **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must 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, which can be accessed at the following web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555_2

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/state-agencies.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A3032

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Memorial Trailhead Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
Subcontracting is not permitted under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Memorial Trailhead Park
Grantee Name: Highlands County
FRDAP Project # A23032

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 37501 Panther Parkway, Avon Park, FL 33825 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☐This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2025.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$**199,460.00
Required Grantee Match Amount:	**$**0
Total Estimated Project Cost:	$199,460.00
Match Ratio:	100%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. **The Grantee may not proceed with development of the Project until Notice to Commence has been issued.**	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: **New multi-use trail, picnic tables, dog park, playground, pavilion, landscaping, sidewalks, restrooms, parking and fencing.** **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2025, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public 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.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection 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 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 non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 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 federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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 (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1754 Fixed Capital Outlay Florida Recreation Development Assistance Grants from Land Acquisition Trust Fund	2022-2023	37.017	Florida Recreation Development Assistance Program	$199,460.00	140002

Total Award	$199,460.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

Exhibit A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

☐ January through April:	Due May 5th
☐ May through August:	Due September 5th
☐ September through December:	Due January 5th

LIAISON: _____ _____

Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

_____ _____
Grantee Project Name and Number

Billing Period:_____ Billing #:_____

DEP Division:_____ DEP Program:_____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

_____ _____
Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

_____ _____
Project Financial Officer **Date**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request approval to increase Marketing in the amount of $10,000, an additional allocation from Duke Energy Foundation designated to project 20066.**

STATEMENT OF ISSUE

Highlands County Economic Development currently allocated $50,000 to its marketing campaign. An additional $10,000 Grant by Duke Energy Foundation to Highlands County Economic Development will be used for additional marketing purposes. BA 20-21-123 and associated resolution have already been approved; this item reflects an assignment of those assignment funds.

RECOMMENDED ACTION

Move to approve additional Marketing in the amount of $10,000, off-set by an additional grant from Duke Energy Foundation designated to project 20066.

FISCAL IMPACT

There is no fiscal impact. The funds used to increase this purchase ordered were already assigned by the Commission at the Aug. 17, 2021, Board meeting. The Duke Energy Grant in the amount of $10,000 reflect a net $0 cost to the County.

Attachments: PCR for Project 20066 Ecoom Dev Marketing Campaign (signed).pdf
SMB 144 PAGE 17.pdf
RES. BOOK 32 PAGE 7.pdf
2022 Duke Foundation Grant Scope - 20066 - $10k.pdf

Highlands County
Grant/Project Control Record

INSTRUCTIONS:

(1) Submit the form to the Office of Management and Budget (OMB), **Sections 1** and **2 MUST** be completely filled out . **Please do not leave anything blank, if it does not apply to your situation use the N/A abbreviation.**
(2) OMB will assign the Grant/Project number.
(3) After OMB processes the form, it will be sent to the Clerk's Accounting Division to be entered into the system.
(4) The Clerk's Accounting Division will make copies of the form after posting the information to the system. Copies will then be sent to the department requesting the Grant/Project number, OMB, and Purchasing.
(5) This file will be made available in a read only format in Excel under O:\Budget\Budget Forms\Blank Grant-Proj Control Record Form - Revised 03-09-2011.xls.
(6) Force Account Construction indicates that Highlands County employees will be used in the construction process and that the project will be recorded as an asset in the accounting records.

SECTION 1 - DEPARTMENT

Advanced Funding: ☑ YES ☐ NO CFS: ☐ YES ☑ NO

Highlands County Grant/Project Number: **20066** Reimbursement Type Funding: ☐ YES ☑ NO Grant: ☐ YES ☑ NO

Add(AD)/Change(CH)/Delete(DL): **AD** Force Account Construction: ☐ YES ☑ NO

Grant / Project Title: **Econom Dev Marketing Campaign**

Description: **Duke Energy Foundation Donation/Contribution for Economic Development Marketing Campaign.**

Grantor / Contributing Agency: **Duke Energy Foundation** Grant ID#: **N/A**

Grant / Project Period: Begin: **7/21/2021** End: **8/1/2022**

Grant / Project Manager(s): **Jeff King** *Grant CFDA or CSFA #: **N/A**

*(THE FIELD BELOW IS ONLY REQUIRED FOR ALL FEDERAL AND STATE GRANTS.)

Total Project Amount: **$ 10,000.00** Shares: Local **100** % State **0** % Federal **0** %

Grant / Project Fund #(s): **005** CC#(s): **2810** Expense #(s): **53100Z**

Grant / Reimbursement Amount: **$ 10,000.00**

Revenue #(s): **3661000Z**

SECTION 2 - DEPARTMENT

Form completed by: Print name: **Jeff King** Date: **7/27/2021**

Sign name: Jeff King Dept: **Economic Development**

SECTION 3 - OMB

Signature: Angela Bollinger Digitally signed by Angela M. Bollinger Date: 2021.07.27 07:53:40 -04'00' Date Received: **7/27/2021**

SECTION 4 - ACCOUNTING

Signature: Digitally signed by Robin Dodd Location: Accounting, Highlands County Clerk of Courts Date: 2021.07.28 14:36:53 -04'00' Date Received: 07/28/2021

Date Entered Into System: 07/28/2021 Date Copies Mailed:

Function: 55000 Activity: 55200

Last Revised: 3/9/2011

8J

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Jeff King, Economic Development Manager**
Leah Sauls, Development Services Director

SUBJECT/TITLE: **Request Approval for Budget Amendment 20-21-123 and Associated Resolution for Project 20066**

STATEMENT OF ISSUE

Highlands County Economic Development (HCED) applied for and received a grant from the Duke Energy Foundation. They have approved funding for $10,000 to go towards the HCED Marketing Campaign as outlined in our Strategic Plan & Marketing and Communications Plan.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-123 and Associated Resolution for Project 20066 to appropriate grant funding from the Duke Energy Foundation Grant

FISCAL IMPACT

The Fiscal Impact will be an increase to the General Fund and Overall Budget in the amount of $10,000.

Attachments: 20-21-123 Proj 20066 Economic Dev Mktg Campaign (BA).pdf
20-21-123R Project 20066 Econom Dev Marketing Campaign.pdf

See Res BK 32 Page 7 (#20-21-138

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 3, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: 7/28/2021

SUBMITTED BY: Leah Sauls

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 2810

PROJECT(S) #: 20066 PROJECT TITLE(S): Economic Development Marketing Campaign COST CENTER TITLE(S): Office of Economic Development

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005	2810	3661000Z	Project Donations/ Contributions	20066	0.00	10,000.00		10,000.00
E	005	2810	53100Z	Project Professional Services	20066	0.00	10,000.00		10,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To set up funding for Project 20066 - Economic Development Marketing Campaign for Donation/Contribution funding from Duke Energy.

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

Denial

Digitally signed by David M. Nitz
Date: 2021.08.04 08:36:13 -04'00'

Signature:

REQUEST # 20-21-123

ACTION:

Board ✓ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE:

DATE: 08 / 17 / 2021

TRANSFER TYPE:

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

Posted by Clerk:

Form Revised 08/05/2020

CERTIFIED
TO BE A TRUE COPY
JEROME KASZUBOWSKI, CLERK
BY D.C.

RESOLUTION NUMBER 20-21-138

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to set up funding for Project 20066 Economic Development Marketing Campaign from Duke Energy Foundation Grant; and

WHEREAS, to appropriate those funds to assist in the marketing efforts of Highlands County Economic Development Office to prospective businesses in the amount of $10,000.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this 17th day of August, 2021 that budget amendment 20-21-123 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS SEAL

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

Chairperson

Attest:
Clerk of Courts

Approved as to Budgetary Requirements

Digitally signed by David M. Nitz
Date: 2021.08.04 08:36:42 -04'00'

OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-123R Project 20066 Econom Dev Marketing Campaign.rtf

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

Project 20066 - Duke Energy Foundation Grant

Scope of Work – Marketing & Advertising

Duke Energy Foundation awarded a grant to further promote Highlands County for development. This funding will be used by our current marketing firm, Maris, West, & Baker, to create content for direct marketing to C-Suite level officials at companies, trade shows, and conferences. This effort is part of our larger overall 5-year Marketing and Communications Plan.

Duke realizes that a rural county such as Highlands County needs additional resources and options to help in areas like advertising, creating marketing content, and conference or trade show registrations. All areas where this funding can be applied.
Duke has no reporting requirements, but MWB does track all advertising and will be able to offer data analytics for each type whether it be social media, direct media email campaigns, geo-fencing/ tracking, and website traffic.

The result will aid recruitment efforts of business and industry to relocate or expand in Highlands County. This will have the greatest potential impact for creating/retaining jobs as well as strengthening the local tax base. The county views effective public and business community outreach as essential and all efforts will be developed to showcase Highlands County's uniqueness standout in a hyper-competitive industry that economic development participates.

Task 1: Use Countywide Demographic, Housing, and Economic Assessments

We have countywide demographic and economic analysis data that should be used for reference and incorporated in to the plan. Task 1 should use the recently completed assessments to provide the local and regional context for preparing a targeted approach and marketing plan to attract specific industry clusters to Highlands County. The consultant team will provide a summary analysis that interprets the data and draws meaningful conclusions for the county's consideration for an overall economic development strategy.

This portion of the project will be provided:

- ***Existing Data:*** The consultant team will review existing demographic and socioeconomic data, employment data and labor force characteristics, and other pertinent economic and market data and studies
- ***Target Industry Analysis:*** The analysis includes a review of the county's targeted industry analysis to determine if the analysis is still applicable to the county or suggest new appropriate industries that emerge from the analysis. The consultant team will analyze:
    - County industry sectors by employment size, wages, tax generation, and other relative metrics. The analysis was placed in the context of regional trends.
    - Which sectors would be most attracted to the county and that the county could realistically compete to locate and grow.
    - The competitiveness of Highlands County's business parks, and industrial and commercial properties, in terms of lease rates, rent structures, supply and quality of product, tenant mix, and performance in the context of the region.
    - The analysis contains specific industries and user/tenant profiles that might be interested in locating and/or expanding in Highlands County, and a brief explanation for why.
- ***Access to Stakeholder Focus Groups:*** If deemed necessary, the consultant team should incorporate findings from community stakeholders in its analysis. Suggested stakeholders include, but are not limited to:
    - The Board of County Commissioners
    - The Highlands County Industrial Development Authority / Economic Development Commission
    - Representatives of the community's target industries: Manufacturing, Healthcare, Distribution & Logistics, Agriculture, and Aviation
    - Representatives of the county's three municipalities - City of Avon Park, City of Sebring, and Town of Lake Placid
    - School Board of Highlands County

Analysis *Report:* The marketing team will prepare a report for public distribution that summarizes the key findings from Task 1. As public documents, the report and the final strategic plan should be user-friendly, easy-to-understand documents that are organized around graphics, tables, and charts. An executive summary section will describe the county's economic context, highlight the most significant findings, and identify major topics to guide public discussion.

Task 2: Develop Marketing Plan - Mission and Vision Statements for Economic Development Efforts in Highlands County

There are numerous organizations that play a role in economic development within the county. As a result, there are an array of definitions of economic development throughout the community. As such, HCED brought together the stakeholders that each play a role in economic development to define the

overall mission and vision statements for economic development efforts in the county. The mission and vision are intended to align all stakeholders to create a vibrant community for future generations.

Task 3: Marketing Communications Plan

The Highlands County Economic Development office is a relatively new office that is in the process of establishing its strategic vision, plan, and program of work. As part of the process, it seeks to define its identity, brand, core communications assets and collateral, and its marketing communications plans.

The overall outcomes of the project should include, but are not limited to:

- Refine the office's brand and identity, if deemed needed, and develop brand standards.
- Define the county's value proposition.
- Develop and implement a comprehensive marketing communications plans. The plan should include, but is not limited to:
    - Identify key target audiences and develop tactics to reach each audience.
    - Build messaging and visuals that are appropriate for the various channels that will be used to reach target audiences.
    - Increase Highlands County's profile/brand awareness to position the county as a prime location for relocation and expansion in key target industries.
    - Develop and design essential material templates and branded collateral, such as stationary, prospect kits, target industry brief templates, report templates, presentation templates, visual display templates, and a photo library.
    - Suggest appropriate revisions and enhancements to the economic development website, www.highlandsbusiness.com (if deemed needed).
    - Develop and maintain targeted media lists (local, trade, national and international).
    - Propose and develop database of users, influencers, and providers for public relations campaign and engagement.
    - All materials created should include the appropriate elements for distribution across multimedia channels, including print, website, social media, email, etc.

Miscellaneous

This scope of work provides the minimum goals the office is working to achieve by defining a vision, strategic plan, and marketing communications plan. However, the office seeks a consultant team that will provide visionary leadership. The office encourages additional recommendations and ideas that are outside the minimum goals outlined in this scope of work.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request Approval of Budget Amendment 20-21-113 to clean up Project 18366.**

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida Counties based upon population. No revenue from local ad valorem taxes is used for these purposes.

This budget amendment is necessary to realign all SHIP ADMIN (5366) funds for Project 18366 to zero out all accounts. This is not Closing out the entire project, as there are still SHIP Program funds currently remaining.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-113 SHIP Project 18366 to Clean up SHIP Admin accounts.

FISCAL IMPACT

There is no fiscal impact to Fund 166 (SHIP) or the overall budget.

Attachments: 21-22-113 SHIP Project 18366 Cleanup (BA).pdf

REVIEWED
O.M.B DEPARTMENT
August 2, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **7/26/2022** SUBMITTED BY: **OMB**

FUND(S): **166** FUND TITLE(S): **SHIP** COST CENTER(S) #: **5366**

PROJECT(S) #: **18366** PROJECT TITLE(S): **SHIP Phase 27** COST CENTER TITLE(S): **SHIP Administrative**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	166	5366	51200Z	Project Regular Salaries	18366	28,678.67	429.81		29,108.48
E	166	5366	51300Z	Project Other Salaries	18366	0.00	1,638.75		1,638.75
E	166	5366	52100Z	Project FICA Taxes	18366	1,662.00	315.00		1,977.00
E	166	5366	52200Z	Project Retirement Contribution	18366	2,351.00	798.59		3,149.59
E	166	5366	52300Z	Project Life & Health Insurance	18366	5,208.00	2,608.23		7,816.23
E	166	5366	52400Z	Project Workers' Comp	18366	37.00	3.02		40.02
E	166	5366	54000Z	Project Travel & Per Diem	18366	384.00		384.00	0.00

REASON: **To realign Project 18366 SHIP ADMIN funds to zero out all accounts.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-113**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

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

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-113

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	166	5366	54100Z	Project Communications	18366	1,013.00		884.98	128.02
E	166	5366	54400Z	Rental & Leases - Project	18366	344.00		310.92	33.08
E	166	5366	54500Z	Insurance	18366	875.00		875.00	-
E	166	5366	54600Z	Project Repair & Maintenance	18366	475.00		475.00	-
E	166	5366	54900Z	Proj. Other Charges & Obligations	18366	100.00		100.00	-
E	166	5366	55100Z	Project Office Supplies	18366	500.00	1.50		501.50
E	166	5366	55200Z	Project Operating Supplies	18366	914.00		898.36	15.64
E	166	5366	55211Z	Project Gas & Oil	18366	138.00		99.64	38.36
E	166	5366	55403Z	Project Education & Training	18366	500.00		500.00	-
E	166	5366	55404Z	Project Dues & Memberships	18366	500.00		300.00	200.00
E	166	5366	59000	Other Uses	18366	967.00		967.00	-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Lance Marine, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval to extend Waiver of Fees for Special STARS (affiliated with Ridge Area ARC),for the rental of the O.S. Sam Polston Auditorium and Conference Room 1 at the Bert J. Harris Agricultural Center.**

STATEMENT OF ISSUE

The Special STARS Organization, (affiliated with the Ridge Area ARC) is requesting an extension to waive the rental fees for the use of the O.S. Sam Polston Auditorium at the Bert J. Harris Agricultural Center. Special STARS desires to host two events - annual Halloween Party/Talent Show on October 8, 2022 and their Christmas Party on December 11, 2022 for the athletes served in this program.

Per the FY 2021-2022 Schedule of Fees, the rental fee is $250.00 Rental Fee and a $250.00 Damage Deposit. There is also a $20.00/hr. set up or extraordinary cleanup fee (estimated 2 hours) and a $25.00/day fee for the use of marquee (estimated 2 days).

The Special STARS shall provide proof of liability insurance coverage, non-profit exemption and will comply with the Building Use Rules and Regulations.

RECOMMENDED ACTION

Move approval the extension of waiver of fees, for the Special STARS Organization (affiliated for Ridge Area ARC) for rental of the O.S. Sam Polson Auditorium and Conference Room 1 at the Bert J. Harris Agricultural Center.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to account 3475300 of approximately $720.00

Attachments: Special STARS Letter of Waiver - 2022-23.pdf
Fees Wavied 08.22.2022.pdf

Special STARS
Sports Training And Recreational Services
120 West College Drive
Avon Park, FL 33825

July 19, 2022

Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, FL 33870

Dear County Commissioners:

Special STARS, which is affiliated with Ridge Area Arc, a 501(c) (3) nonprofit organization, would like to request that all fees to be waived for the usage of auditorium at the Bert J. Harris Jr. Agricultural Center in Sebring on Oct. 8 and Dec. 11.

Special STARS would like to host a Halloween Party/Talent Show on Oct. 8 and a Christmas Party on Dec. 11 for the athletes served in this program.

There are more than 300 special athletes – children and adults – who participate in this program throughout the year. We provide sports training and competitions in 14 different sports and six recreational activities for people with mental and physical disabilities.

We are providing a general Certificate of Liability form. If there are any questions, I can be reached at 863-452-1295, ext. 124 or 863-443-0438. Thank you for your time and consideration.

Sincerely,

Cindy Marshall

Cindy Marshall
Special STARS Coordinator

Ridge Area Arc is registered with the state under the Solicitations of Contributions Act, 1991 under The Arc of Florida Registration #: CH428. A copy of the official registration and financial information may be obtained from the Division of Consumer Service by calling toll-free with the state, 1-800-435-7252. Registration does not imply endorsement, approval or recommendation by the state.

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2018-19	2019-20	2020-21	2021-22	**2022-23**
ORGANIZATION	**FACILITY**	**# OF YEARS**	**TOTAL FEES WAIVED AS OF 08.22.2022**					
A.A.I.S.L - All American International Softball league	Sports Complex	1	$ 635.00			$635.00		
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	13	$ 4,600.00	$200.00	$200.00	Cancelled	$200.00	
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	26	$ 13,021.00	$500.00	$500.00	Cancelled	$500.00	**$500.00**
Redbeach Community Homeowners Association	Desoto City Community Ctr.	5	$ 1,550.00	$400.00	$400.00	Cancelled	$400.00	**$400.00**
Ridge Area ARC & Special Stars	Agri Civic Center - Auditorium	5	$ 5,335.00	$1,120.00	$1,120.00	Cancelled	$380.00	**$500.00**
Ridge Area ARC & Special Stars	Sports Complex	14	$ 14,725.00	$1,250.00	$1,250.00	$1,025.00	$325.00	**$1,025.00**
Salvation Army	Sports Complex	3	$ 1,125.00	$375.00	$375.00	$375.00	Cancelled	
Sebring High Boys and Girls Soccer Program	Sports Complex	2	$ 4,795.00			$645.00	$4,150.00	**$4,975.00**
Sebring High Cross Country Athetic Program	Sports Complex	2	$ 2,950.00			$1,130.00	$1,820.00	

8/22/2022

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Lance Marine, Parks & Facilities Director**

SUBJECT/TITLE: **Request consideration of wavier of fees and damage deposit for the Redbeach Community Homeowners for the rental of the Desoto Community Center for Fiscal Year 2022-2023.**

STATEMENT OF ISSUE

Attached is a letter from the homeowners in the Redbeach neighborhood requesting an extension to waive the rental fees and damage deposit for the use of the Desoto City Community Center.

This group has utilized this facility for the past five years for meetings of homeowners from the Redbeach neighborhood. Meetings are held monthly, normally on Thursdays, during the months of October through May. The members have a pot luck dinner, socialize and often invite representatives from various organizations/agencies within the County to discuss various topics. The group is not a 501c3 group, but is requesting that the refundable damage deposit and the rental fees be waived for the FY 2022-2023 (October 1, 2022 to September 30, 2023).

Per the FY 2021-2022 Schedule of Fees, the rental fee is as follows:
$50.00 Standard Rental Fee, Per Event
$100.00 Damage Deposit

The group must comply with the Building Use Rules and provide liability insurance. Due to the sensitivity of this building used by the Supervisor of Elections during Elections, a key will not be issued for continual use. A key will have to be checked out and return for each day used.

RECOMMENDED ACTION

Request consideration of wavier of fees and damage deposit for the Redbeach Community Homeowners for the rental of Desoto City Community Center for the Fiscal Year 2022-2023.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to account 3475300 of approximately $400.00.

Attachments: Redbeach Lake Homeowners FY22-23 Waiver Req Ltr.pdf
Fees Wavied 08.22.2022.pdf

RICHARD & PAT FARMER

6110 Lake Front Drive
Sebring, FL 33876-5920
phone: 863-655-6212

July 14, 2022

Highlands County Commissioners
Att: Kimberly A. Middleton
Office of Management & Budget
600 S. Commerce Ave. B233
Sebring, FL 33870

To Whom It May Concern:

We are again asking for a waiver of rental fees on the Desoto City Community Building located at 6305 County Road 17 South for the Redbeach Community Association & Neighborhood Watch for the 2022-23 year. We are planning on meeting on October 6, (November 3, I believe will not be available because the election board will be setting up for the Nov. 8th election) so we will meet on Nov. 10th, December 1, 2022, We will meet again on January 5, February 2, March 2, April 6 and May 4, 2023. We will continue to pay for insurance based on our 8 meeting nights with an average attendance of 18.

We would be using the building from 6:00 pm and normally end by 8:30 pm. Members serve as hosts and so they set up the room prior to that and then we clean up after the meeting and take any garbage home so the building is ready for the next occupant.

I have been responsible for the key for the last few years and would continue to do so.

Sincerely,

Richard R. Farmer

P. S. My email address is rrpfarmer@gmail.com. Please let me know if our request has been approved. Thank you.

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2018-19	2019-20	2020-21	2021-22	**2022-23**
ORGANIZATION	**FACILITY**	**# OF YEARS**	**TOTAL FEES WAIVED AS OF 08.22.2022**					
A.A.I.S.L - All American International Softball league	Sports Complex	1	$ 635.00			$635.00		
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	13	$ 4,600.00	$200.00	$200.00	Cancelled	$200.00	
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	26	$ 13,021.00	$500.00	$500.00	Cancelled	$500.00	**$500.00**
Redbeach Community Homeowners Association	Desoto City Community Ctr.	5	$ 1,550.00	$400.00	$400.00	Cancelled	$400.00	**$400.00**
Ridge Area ARC & Special Stars	Agri Civic Center - Auditorium	5	$ 5,335.00	$1,120.00	$1,120.00	Cancelled	$380.00	**$500.00**
Ridge Area ARC & Special Stars	Sports Complex	14	$ 14,725.00	$1,250.00	$1,250.00	$1,025.00	$325.00	**$1,025.00**
Salvation Army	Sports Complex	3	$ 1,125.00	$375.00	$375.00	$375.00	Cancelled	
Sebring High Boys and Girls Soccer Program	Sports Complex	2	$ 4,795.00			$645.00	$4,150.00	**$4,975.00**
Sebring High Cross Country Athetic Program	Sports Complex	2	$ 2,950.00			$1,130.00	$1,820.00	

8/22/2022

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Lance Marine, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval to extend waiver of fees and damage deposit for Nu-Hope Elder Care Services, Inc. for the rental of the O.S. Sam Polston Auditorium at the Higlands County Bert J. Harris Jr., Agri-Civic Center for their annual Thanksgiving Dinner.**

STATEMENT OF ISSUE

Attached is a letter of request from Nu-Hope Elder Care Services, Inc. requesting a waiver to extend the rental fees as well as the refundable damage deposit fee for the use of the O.S. Sam Polston Auditorium in the Highlands County Bert J. Harris Jr. Agri-Civic Center. The organization desires to hold their Annual Thanksgiving Dinner for seniors to have an opportunity to share the holiday with others in the community as they have for the past 46 years. The event will span November 7-8, 2022 for set up and dinner to be held.

Per the FY 2021-2022 Schedule of Fees, the rental fee is as follows:
$250.00 Standard Rental Fee - 2 days
$250 Damage Deposit

The organization will be required to maintain and provide current Liability Insurance Coverage, Non-Profit Exemption (which is on file currently) and must comply with Building Rental Use Rules FY 2021-2022.

RECOMMENDED ACTION

Move approval the extension of wavier of rental fees and damage deposit to the Nu-Hope Elder Care Services, Inc. for the rental of the O.S. Sam Polston Auditorium at the Highlands County Bert J. Harris Jr., Agri Civic Center for their annual Thanksgiving Dinner.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to account 3475300 (Agri-Civic Center) of approximately $500.00.

Attachments: NuHope Elder Care Services 07.22.2022.pdf
Fees Wavied 08.22.2022.pdf

NU-HOPE
Elder Care Services, Inc.

(863) 382-2134
(863) 382-4546 (FAX)
3530 Office Park Road
Sebring, FL 33870

Supporting Seniors - Strengthening Communities

July 19, 2022

Highlands County Board of County Commissioners
600 S. Commerce Avenue, B233
Sebring, Florida 33870

Dear County Commissioners,

Every year, NU-HOPE Elder Care Services hosts an annual Thanksgiving Dinner at the Bert Harris Civic Center for seniors in our community. It has been (2) years since we have held our event indoors. We are happy to announce our dinner is scheduled for November 8th this year!

I am writing to request that the Highlands County Board of County Commissioners waive the fees associated with the use of the Bert Harris Civic Center for this event.

NU-HOPE Elder Care Services is a nonprofit 501(c)(3) organization that has proudly served our community for 47 years. Our organization provides in-home services, nutritional support, socialization, and crisis assistance for seniors and caregivers residing in Highlands and Hardee County. The majority of those served are seniors who are low income, socially isolated and lack the resources needed to obtain assistance elsewhere. Every year, we assist approximately 800 seniors and caregivers to maintain their independence and well-being and avoid nursing home placement.

The Annual Thanksgiving Dinner is our key holiday event. For many seniors who attend, it is the only opportunity they have to share the holidays with others. The event is made all the more special by the involvement of others. Leaders from throughout our community join us at the dinner to honor our seniors, serve them a meal and join in this day of celebration. It is very meaningful event for all involved.

In prior years, there had been no cost for our organization to use the Bert Harris Civic Center for the dinner. We respectfully request that NU-HOPE continue to be exempt for any fees related to the use of the facility for this purpose. More specifically, we ask that the County Commissioners waive the $250.00 per day fee and $250.00 deposit. We request that the fee waiver apply to set up on November 7th, 2022, as well as the actual event that is held November 8, 2022.

We deeply appreciate the longstanding partnership that the Highlands County Board of County Commissioner has with our organization. Every year, NU-HOPE must raise $350,000 to continue to provide our critical services to the seniors of Highlands County. The support provided by the County Commissioners assists us in achieving this. As paying these fees to the County Commission for the use of the Civic Center would result in the reduction in their overall level of support, we respectfully request the facility-related fees be waived for the this year and the succeeding years in which our Thanksgiving Dinner for seniors is held.

On behalf of the seniors and caregivers of our community, thank you again for you past support. I look forward to continuing to work together in years ahead.

Sincerely,

Debbie Slade,
Executive Director

Serving Highlands and Hardee Counties.

NU-HOPE Elder Care Services, Inc. is a non-profit corporation that administers state and federal grants for elder services in agreement with the Florida Department of Elder Affairs and the Senior Connection Center.

"A COPY OF THE OFFICIAL SOLICITATION REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) or at www.fdacs.gov/. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE." Registration CH1145

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2018-19	2019-20	2020-21	2021-22	**2022-23**
ORGANIZATION	**FACILITY**	**# OF YEARS**	**TOTAL FEES WAIVED AS OF 08.22.2022**					
A.A.I.S.L - All American International Softball league	Sports Complex	1	$ 635.00			$635.00		
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	13	$ 4,600.00	$200.00	$200.00	Cancelled	$200.00	
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	26	$ 13,021.00	$500.00	$500.00	Cancelled	$500.00	**$500.00**
Redbeach Community Homeowners Association	Desoto City Community Ctr.	5	$ 1,550.00	$400.00	$400.00	Cancelled	$400.00	**$400.00**
Ridge Area ARC & Special Stars	Agri Civic Center - Auditorium	5	$ 5,335.00	$1,120.00	$1,120.00	Cancelled	$380.00	**$500.00**
Ridge Area ARC & Special Stars	Sports Complex	14	$ 14,725.00	$1,250.00	$1,250.00	$1,025.00	$325.00	**$1,025.00**
Salvation Army	Sports Complex	3	$ 1,125.00	$375.00	$375.00	$375.00	Cancelled	
Sebring High Boys and Girls Soccer Program	Sports Complex	2	$ 4,795.00			$645.00	$4,150.00	**$4,975.00**
Sebring High Cross Country Athetic Program	Sports Complex	2	$ 2,950.00			$1,130.00	$1,820.00	

8/22/2022

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Lance Marine, Parks & Facilities Director**

SUBJECT/TITLE: **Request consideration of approval for waiver of fees for the 2022-2023 Sebring High School Boys and Girls Soccer Program for the use of the Highlands County Multi-Sports Complex.**

STATEMENT OF ISSUE

The Sebring High School Boys and Girls Soccer program is requesting a waiver of fees for the use of the Multi-Sports Complex for practice from October 2022 through January 2023. The boys soccer team have 39 practice dates from 3:30 to 6:30 pm and no games. The girls soccer team has 31 practice dates from 6:30 to 9:30 pm, with 2 daytime tournaments and 9 evening games. Per the FY 2021-2022 Schedule of Fees, the rental fee is as follows:

Boys Practice, Day practice 3:30-630
- $225.00 - field rental - 15 dates, 10/17 thru 11/4, 5 days a week
- $360.00 - field rental - 24 dates, 11/7-1/27, 2 days a week for 12 weeks

Girls Practice, Lighted practice 6:30-9:30
- $300.00 - field rental - 15 dates, 10/17 - 11/4, 5 days a week
- $1,280.00 - field and light rental - 16 dates with 3 hours of lights for each day

Girls Games (11 games)
- $250.00 - field rental - Preseason Tournament, 11:00-3:00 pm, 11/5/2022, two fields
- $1,820.00 - field and light rental 5:30 - 11:00 pm - 7 Games with 5.5 hours of lights each game
- $240.00 - field and light rental - 6:30-11:00 pm, 12/13/2022, with 4.5 hours of lights
- $250.00 - field and light rental - 6:00-11:00 pm, 12/15/2022, with 5 hours of lights
- $250.00 - field rental - Tournament, 10:00-5:00 pm, 12/17/2022, two Fields

Total $4,975.00

The School Board will provide copy of insurance for the 2022-2023, and will comply with the Rules and Regulation.

RECOMMENDED ACTION

Request consideration of approval for waiver of rental fees for the 2022-2023 Sebring High School Boys and Girls Soccer Program for the use of the Highlands County Multi-Sports Complex.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to account 3475100 of approximately $4,975.00.

Attachments: SHS Request 2022.docx
Fees Wavied 08.22.2022.pdf

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

3514 Kenilworth Blvd.
Sebring, FL 33870
Phone (863) 471-5500 | Fax (863) 471-5507
www.highlands.k12.fl.us/~shs

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

Dear Commission,

We are writing to request permission to use the Highlands County Sports Complex, located on Sheriff's Tower Rd, during the fall and winter sports season. We understand that the request to use this sports complex for training in addition to what the sports complex already offers is up to the Board of County Commissioners. We, both girls and boys junior varsity and varsity soccer teams, are writing this letter to ask permission to use two available soccer fields for training and games. The girls will start conditioning in September twice a week and then starting October 17, 2022 the girls will need the fields in the evenings Monday thru Friday, occasional Saturday afternoon for games. The boys will need the field Monday thru Friday during the day starting October 17, 2022.

SEBRING HIGH SOCCER OVERVIEW

The Sebring High School Soccer program serves a minimum of 90 male and female student athletes. As a winter sport, there is some overlap with fall programs, such as football, cheerleading, and band. During the month of October and November in this overlap, field space is very limited or non-existence. A quality field is instrumental in the development of both the individual and team game for soccer. Training at the sports complex provides the opportunity for the soccer programs to receive the field coverage. Also the Soccer program is self-supported and only makes monies from gate and concessions and generous donors of the community

BENEFITS OF EXTRACURRICULAR ACTIVITIES

Extracurricular activities have been linked to an increase in school involvement and contribute to the overall well being of the athlete, equally in morale and health. Our athletes are commonly among the top of their classes and encourage new coming athletes to do the same. In addition, the sport offers countless opportunities past high school. Soccer helps our athletes zero in on their goals and encourages them to put forth the effort to achieve them.

BENEFITS OF HOLDING PRACTICE

In using the county sports complex, there are many benefits for the Sebring High School Soccer teams. The most important benefit for the soccer teams from utilizing the sports complex is safety. There is an increased level of safety from anything happening outside a fenced in complex, especially when compared to other practice sites. Another benefit is the smooth turf and reliable surface. The open field surface supports player safety by preventing turned ankles and limited hazards surrounding the complex. The quality of soccer training relies heavily on the surface on which a team is able to train on. The surface of the sports complex allows soccer training to be performed at a higher level since the ball is able to move along the surface without bouncing from an uneven surface.

For practice, the boys would like a field 3:30pm to 6:30pm, Monday through Friday, 10/17-11/4 and then twice a week from 11/7-1/31. The girls would need the lighted fields 10/17-11/4 Monday through Friday, 11/5 two fields for a preseason tournament 11:00-4:00, then 11/7-1/31 lighted fields for practice and games, also 12/17 two fields for a tournament. Hopefully by December/January we can transition games to Fireman's field but we will still need the fields for practice and occasional games that we will coordinate with the Parks services

INSURANCE AND RULES

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

GRATITUDE

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

Sincerely,

T.C. Lackey and James Ashley

Boys Practice – Day practice 3:30-630
10/17-11/4, 5 days a week, 15 total
11/7-1/27, 2 days a week for 12 weeks, 24 total

Girls Practice, Lighted practice 6:30-9:30
10/17-11/4, 5 days a week, 15 total
11/7, 11/14, 11/17, 11/29, 12/2, 12/5, 12/12, 1/2, 1/3, 1/4, 1/5, 1/12, 1/16, 1/23, 1/24, 1/26 = 16 total

Girls Games (11 games)
11/5 11:00-3:00 Two Fields Preseason Tournament
11/18 5:30-11:00
12/8 5:30-11:00
12/9 5:30-11:00
12/13 6:30-11:00
12/15 6:00-11:00
12/16 5:30-11:00
12/17 10:00-5:00 Two fields Tournament
1/6 5:30-11:00
1/19 5:30-11:00
1/20 5:30-11:00

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2018-19	2019-20	2020-21	2021-22	**2022-23**
ORGANIZATION	**FACILITY**	**# OF YEARS**	**TOTAL FEES WAIVED AS OF 08.22.2022**					
A.A.I.S.L - All American International Softball league	Sports Complex	1	$ 635.00			$635.00		
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	13	$ 4,600.00	$200.00	$200.00	Cancelled	$200.00	
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	26	$ 13,021.00	$500.00	$500.00	Cancelled	$500.00	**$500.00**
Redbeach Community Homeowners Association	Desoto City Community Ctr.	5	$ 1,550.00	$400.00	$400.00	Cancelled	$400.00	**$400.00**
Ridge Area ARC & Special Stars	Agri Civic Center - Auditorium	5	$ 5,335.00	$1,120.00	$1,120.00	Cancelled	$380.00	**$500.00**
Ridge Area ARC & Special Stars	Sports Complex	14	$ 14,725.00	$1,250.00	$1,250.00	$1,025.00	$325.00	**$1,025.00**
Salvation Army	Sports Complex	3	$ 1,125.00	$375.00	$375.00	$375.00	Cancelled	
Sebring High Boys and Girls Soccer Program	Sports Complex	2	$ 4,795.00			$645.00	$4,150.00	**$4,975.00**
Sebring High Cross Country Athetic Program	Sports Complex	2	$ 2,950.00			$1,130.00	$1,820.00	

8/22/2022

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request adoption of resolution 21-22-179 for Budget Amendment 21-22-127 in the amount of $2,524.00 to purchase a signature capture device for the Compuweigh software & hardware upgrade.**

STATEMENT OF ISSUE

The Landfill is currently in the process of upgrading the Compuweigh software and hardware upgrade. When the quotes were provided for the software upgrade, the signature capture device was not part of the quotes. When staff started training on the software upgrade, Paradigm mentioned the signature capture device. Purchasing this signature capture device will allow the signature to be captured and stored with the completed scale tickets electronically. The total cost for the signature capture device is $2,024.00 and the contingency funds needed are $500.00 for a total of $2,524.00. Funds in the amount of $2,524.00 will need to be appropriated from within Fund 401, Account 3999100 (Fund Balance Brought Forward) to Cost Center 4210 (Refuse Disposal) Account 55200Z (Project Operating Supplies) for Project 21081 – Compuweigh Upgrade.

RECOMMENDED ACTION

Move to adopt resolution 21-22-179 for Budget Amendment 21-22-127 to purchase a signature capture device for the scalehouse software and hardware upgrade in the amount of $2,524.00.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 401 (Solid Waste Enterprise Fund) Account 3999100 (Fund Balance brought forward) in the amount of $2,524.00 and will be appropriated in Project 21081(Compuweigh Upgrade).

Attachments: 21-22-127 Project 21081 Compuweigh Upgrade (BA).pdf
21-22-127R Project 21081 Compuweigh upgrade (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 23, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/16/2022** SUBMITTED BY: **Clinton Howerton, Jr., P.E., County Engineer**

FUND(S): **401** FUND TITLE(S): **Solid Waste Enterprise Fund** COST CENTER(S) #: **4210**

PROJECT(S) #: **21081** PROJECT TITLE(S): **Compuweigh Upgrade** COST CENTER TITLE(S): **Refuse Disposal System**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999100	Fund Balance Brought Forward		5,920,112.00	2,524.00		5,922,636.00
E	401	4210	55200Z	Project Operating Supplies	21081	8,038.05	2,524.00		10,562.05
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to appropriate funds from Fund Balance Brought forward to Project #21081 - Compuweigh Upgrade in order to purchase a signature capture device for the software upgrade that is currently taking place.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-127**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-179

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-127 TO THE SOLID WASTE ENTERPRISE 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 Solid Waste Enterprise Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-127 is hereby approved and authorized to appropriate additional funding from 401-3999100 (Fund Balance Brought Forward) for Project 21081 in the amount of $2,524.00 for the purchase of a signature capture device for the scalehouse software upgrade.

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 6th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

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

SUBJECT/TITLE: **Request adoption of Budget Amendment 21-22-130 to transfer Resurfacing funds for Carey Ave NW and Lake Groves Rd projects.**

STATEMENT OF ISSUE

This budget amendment is requesting to transfer funds in Projects 21016-Carey Ave NW ($14,000.00) and 21019-Lake Groves Rd ($50,000.00) from account 56300Z (Project Improvements) to account 56301Z (Project Capital Infrastructure) and
to add additional funding from account 55303 (Resurface Asphalt) which have insufficient funds to complete the projects.

RECOMMENDED ACTION

Move to adopt Budget Amendment 21-22-130 to transfer funds in Projects 21016-Carey Ave NW and 21019-Lake Groves Rd from account 56300Z (Project Improvements) to account 56301Z (Project Capital Infrastructure) and
to add additional funding from account 55303 (Resurface Asphalt) which have insufficient funds to complete the projects.

FISCAL IMPACT

There is no additional fiscal impact to Fund 151 or the overall budget. This budget amendment is merely moving adopted funds from 55303 (Resurface Asphalt) and re-appropriating said funds into Project 21016 and 21019 in the amount of $64,000. In addition, this budget amendment is realigning funding from account 56300Z (Project Improvements) to account 56301Z (Project Capital Infrastructure) in Projects 21016 and 21019 in the amounts of $42,000 and $168000, respectively.

Attachments: 21-22-130 Projs 21016_21019 Transfer from Resurface Asphalt (BA).pdf

REVIEWED
O.M.B DEPARTMENT
August 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/22/2022** SUBMITTED BY: **Jonathan Harrison**

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

PROJECT(S) #: **21016; 21019** PROJECT TITLE(S): **Carey Ave NW; Lake Groves Rd** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	55303	Resurface Asphalt		2,705,892.78		64,000.00	2,641,892.78
E	151	4102A	56300Z	Project Improvements	21016	42,000.00		42,000.00	0.00
E	151	4102A	56301Z	Project Capital Infrastructure	21016	0.00	56,000.00		56,000.00
E	151	4102A	56300Z	Project Improvements	21019	168,000.00		168,000.00	0.00
E	151	4102A	56301Z	Project Capital Infrastructure	21019	0.00	218,000.00		218,000.00
									0.00
									0.00

REASON: **To transfer funds in Projects 21016-Carey Ave NW and 21019-Lake Grovs Rd from account 56300Z (Project Improvements) to account 56301Z (Project Capital Infrastructure) and to add additional funding from account 55303 (Resurface Asphalt) which have insufficient funds to complete the projects.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-130

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

____ BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 21-22-180 for Budget Amendment 21-22-128 to set up resident funds for Project 21109 Aquatic Spraying Cost Share Program.**

STATEMENT OF ISSUE

This Budget Amendment 21-22-128 and Resolution 21-22-180 are to set up resident funds for Project 21109 Aquatic Spraying Cost Share Program per Board direction on 8/2/2022 for a 50% County, 50% resident cost share for aquatic spraying not to exceed $10,000 a year for the County's Share for a net increase in the amount of $10,000, with the County's portion to come from Reserve for Contingency.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-180 for Budget Amendment 21-22-128 to set up resident funds for Project 21109 Aquatic Spraying Cost Share Program per Board direction on 8/2/2022.

FISCAL IMPACT

The fiscal impact is to increase Fund 005 (General) and overall budget for FY 21/22 in the amount of $10,000 which is being appropriated to Project 21109 (Aquatic Spraying Cost Share Program) in account 54600Z (Project Repair & Maintenance). This budget amendment is also transferring funds from Cost Center 9990 (Budget Expenditures AC/005, account 59900 (Reserve for Contingency) in the amount of $10,000 to Project 21109, account 54600Z for a total of $20,000 available for aquatic spraying in FY21/22 .

Attachments: 21-22-128 Project 21109 Aquatic Spraying Program (BA).pdf
21-22-128R Project 21109 Aquatic Spraying Cost Share Program (Resolution).pdf
Aquatic Spraying Cost Share Program.SGS final.pdf
21-22-128 Project 21109 Aquatic Spraying Program (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
August 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/23/2022** SUBMITTED BY: **Jonathan Harrison**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **6304; 9990**

PROJECT(S) #: **21109** PROJECT TITLE(S): **Aquatic Spraying Cost Share Program** COST CENTER TITLE(S): **Coop Aquatic Plant Program; Budgetary Expenditure AC/005**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3439101Z	Project Aquatic Spraying	21109	0.00	10,000.00		10,000.00
E	005	9990	59900	Reserve for Contingency		267,849.25		10,000.00	257,849.25
E	005	6304	54600Z	Project Repair & Maintenance	21109	0.00	20,000.00		20,000.00
									0.00
									0.00
									0.00
									0.00

REASON: **Set up project #21109 for Aquatic Spraying Cost Share Program per Board direction on 8/2/2022 for a 50% County, 50% resident aquatic spraying not to exceed $10,000 a year for the County's Share.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-128**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM

XX RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-180

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-128 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-128 is hereby approved and authorized to set up resident funds for Project 21109 Aquatic Spraying Cost Share Program per Board direction on 8/2/2022 for a 50% County, 50% resident aquatic spraying not to exceed $10,000 a year for the County's Share for a net increase in the amount of $10,000, with the County's portion to come from Reserve for Contingency.

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 6th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Aquatic Spraying Cost Share Program
Highlands County Public Lakes

POLICY:

This Policy sets forth and shall be known as the Highlands County Aquatic Spraying Cost Share Program and pertains to aquatic spraying of exotic invasive vegetation on certain specified public lakes which are not owned and/or maintained by the County through its regular vegetation control program.

QUALIFYING LAKES:

The lakes which qualify for the Highlands County Aquatic Spraying Cost Share Program are:

- Lake Denton
- Lake Persimmon
- Little Lake Bonnet
- Wolf Lake

The qualifying lakes shall be referred to collectively and singly hereinafter as "Lake". The County reserves the right to amend the list of Lakes in its sole and absolute discretion.

A. CRITERIA:

1. Viable access via a boat ramp on the Lake must continue to be present.

2. Only exotic invasive vegetation will be eligible for herbicide application.

3. Maintenance activities can be administered over multiple applications and/or days in the sole discretion of the County.

4. 51% of the owners of the total number of individual lots/parcels of land immediately bordering a Lake must be represented on the Petition for participation in the Highlands County Aquatic Spraying Cost Share Program.

5. A Petition may only be approved upon a 50/50 cost share wherein the Petitioners submit 50% of the total estimated cost for the aquatic spraying maintenance activity, as determined by the County in its sole discretion. Spraying activities shall not begin until the 50% match amount is paid in full by the Petitioners.

B. REQUIRED PROCESS

1. The Petitioner property owners shall choose one spokesperson to represent their Petition for participation in the Highlands County Aquatic Spraying Cost Share Program.

2. A complete Petition, shall be accompanied by a $250.00 non-refundable payment in the form of one single cashier's, bank or certified check, made payable to Highlands County. . The County may from time to time amend the Petition fee through the adoption of its annual master fee schedule.

3. A Road & Bridge representative will review the Petition and, as soon as practical, will notify the spokesperson of the findings related to the Petition, as well a cost estimate for the completion of that maintenance activities on the Lake.

4. The spokesperson shall submit the 50% match of the cost estimate to the County, in the form of one single cashier's, bank or certified check, made payable to Highlands County .

5. Once the payment has cleared, the County will provide the spokesperson with a written report indicating the schedule for the spraying maintenance activities to be performed.

C. RESTRICTIONS:

1. Budget and operational fund availability for the Highlands County Aquatic Spraying Cost Share Program shall not exceed $10,000 in a fiscal year. If all funding in a fiscal year is expended, the County, in its sole discretion, may deny a new Petition for participation in the Highlands County Aquatic Spraying Cost Share Program.

2. The County in its sole discretion reserves the right to contract any or all or portions of the aquatic spraying maintenance activities to an approved outside vendor(s).

3. Cost estimates for participation in the Highlands County Aquatic Spraying Cost Share Program will be determined by the County in its sole discretion based on market information available at the time the estimate is prepared. Each estimate may vary.

4. Highlands County shall not be liable for nor shall it assume any responsibility for future maintenance activities on any Lake by virtue of the approval of a Petition and its agreement to share in the cost of and perform spraying activities on a Lake.

Highlands County Aquatic Spraying Cost Share Program
Application and Agreement

The below listed property owner, Petitioners owning property on _____(lake name) in Highlands County will collectively provide payment to Highlands County for participation in the Highlands County Aquatic Spraying Cost Share Program for aquatic spraying maintenance activities to be performed on _____ (lake name) in Highlands County. The amount of _____ AND ___/100 DOLLARS ($_____.__), shall be paid to the County in the form of one single cashier's, bank or certified check made payable to Highlands County, which is delivered to and clears the County's bank prior to the commencement of the Scope of Work described below in this Agreement:

Scope of Work:
Highlands County will provide the following Scope of Work
_____
_____
_____

The Aquatic Spraying Cost Share Program Application and Agreement was approved by the below listed Property Owner(s) and is hereby submitted on _____, 20__ by the Petitioner Spokesperson.

Petition Spokesperson for Property Owners:

Sign Name_____

Print Name_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

(stamp)

_____
NOTARY PUBLIC, State of Florida

PROCEDURES TO FOLLOW FOR THE ESTABLISHMENT
OF A VALID PETITION FOR THE HIGHLANDS COUNTY AQUATIC SPRAYING COST SHARE PROGRAM

_____ 1. The Petition must contain authorization from 51% of the owners of the total number of individual lots/parcels of land immediately bordering the Qualifying Lake for participation in the Highlands County Aquatic Spraying Cost Share Program. If a lot or parcel of land is owned by more than one person, only one signature will be counted for purposes of achieving the 51% requirement.

_____ 2. The lot owners must appoint one person to represent the entire group. Include the name, address, telephone number and email address for the person representing the property owners.

_____ 3. Only owners of the property immediately abutting the Qualifying Lake may request participation in the Highlands County Aquatic Spraying Cost Share Program and sign this Petition. Renters, lessors, tenants or any other occupant, who is not a record title owner of an immediately bordering property may not sign this Petition.

This Petition must be submitted to the Highlands County Road and Bridge Director, Road and Bridge Department, 4344 George Blvd., Sebring, FL 33875. For questions, please contact the Road and Bridge Department at (863) 402-6529 or by fax at (863) 402-6754.

PETITION AND APPLICATION FOR HIGHLANDS COUNTY AQUATIC SPRAYING COST SHARE PROGRAM

The undersigned Petitioners, being owners of lots or parcels of land immediately bordering the Qualifying Lake hereby request to participate in the Highlands County Aquatic Spraying Cost Share Program and , do hereby petition Highlands County as follows:

Section I. Purpose. That a maintenance request be initiated for providing public lake aquatic spraying services to address _____ (name of exotic invasive vegetation) on the qualifying public lake of _____ .

Section II. Property Benefited. The following is a summary of properties bordering the qualifying public lake requested for aquatic spraying:

(include space for addresses and parcel ID#s)

Total number of lots or parcels: _____.

Section III. Designated Individual. The individual who is designated as the official representative of the Petitioners is _____, whose address is _____, whose telephone number is _____ and whose email address is _____.

Section IV. Indemnification. Each property owner, Petitioner agrees to be liable for any and all damages, losses, and expenses incurred, by the County, in any way related to the services provided hereunder or by this Agreement. Each property owner, Petitioner, agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from or in any any way related to the services provided hereunder or by this Agreement. or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Each property owner, Petitioner, waives any and all right or opportunity to contest the enforceability of this Indemnification provision and agrees that in the event this provision, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this provision shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

Section V. Signatures. Petitioners must be current property owners. Renter/lessors or other occupants are not qualified to sign. Signatures by husband and wife will count as one signature. The tax parcel number(s) must appear next to each property owner's name and address.

IN CONSIDERATION FOR PARTICIPATION IN THE PROGRAM, AS EVIDENCED BY MY SIGNATURE BELOW, I AGREE AND ACKNOWLEDGE THE AFOREMENTIONED POLICY AND ALL OF THE REQUIREMENTS OF PARTICIPATION IN THE HIGHLANDS COUNTY AQUATIC SPRAYING COST SHARE PROGRAM

Signature of Property Owners Address & Tax Parcel Number(s)

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		**$450,000.00**	
10/19/21	10/19/21	21-22-003	($66,153.00)	$383,847.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and employee COLA/merit.
11/16/21	11/16/21	21-22-012	$9,980.27	$393,827.27	To post the excess budget from Proj. 21041 VOCA 21-22 (SO).
01/18/22	01/18/22	21-22-031	($23,451.02)	$370,376.25	To provide County match requirement for Proj. 21058 EMS Mtching Grant 21-22
01/18/22	01/18/22	21-22-039	($8,750.00)	$361,626.25	To provide County match requirement for Proj. 21062 for a SWFWMD Cooperative Funding Agreement
04/05/22	04/05/22	21-22-069	($50,000.00)	$311,626.25	To set up funding for Clerk IT purchases to benefit BOCC departments.
04/19/22	04/19/22	21-22-074	($8,600.00)	$303,026.25	To reinstate funding to the EM budget that was cut too agressively during the budget review process.
06/07/22	06/07/22	21-22-083	($35,177.00)	$267,849.25	To increase the County match from 10% to 25% for Project 21058 - EMS Matching Grant 21-22
09/06/22		21-22-128	($10,000.00)	$257,849.25	To set up Aquatic Spraying Cost Share Program project
REVISED TOTAL:				**$257,849.25**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request adoption of resolution 21-22-178 for Budget Amendment 21-22-126 in the amount of $135,856.00 to purchase Federal Wetland Mitigation Credits, Eagle Nest Take Permit mitigation credits, and additional engineering and permitting services by Chastain Skillman, Inc. for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining for Cover Material Project**

STATEMENT OF ISSUE

In response to the recent review of the Environmental Resource Permit Application for the Highlands County Landfill Borrow Pit Expansion Project the Florida Department of Environmental Protection (FDEP) determined that they would not allow the use of existing mitigation on-site through a previously recorded Conservation Easement from the original Water Management District Permit when the landfill was developed. FDEP is requiring the County to purchase 0.49 acres of wetland mitigation credits from either the Collany Mitigation Bank or Kissimmee Ridge Mitigation Bank, which are the two Federal wetland mitigation banks identified for our service area. The cost to purchase 0.49 acres of wetland mitigation credits from the Collany Mitigation Bank is $61,250.00. During the field review of the site for the proposed borrow pit the FDEP and South Florid Water Management District (SFWMD) detected a bald eagle nest in the center of the site. Due to the location of the eagle nest within the project site an incidental take of the nest tree outside of nesting season is the only option. An Eagle Nest Take Permit was submitted to the United States Fish & Wildlife Services (USF&WS) on February 4, 2022 and approved on August 9, 2022. The USF&WS waived the $35,000.00 fee to take the nest but requires the county to pay an in-lieu mitigation donation of $35,000.00 to the Bald Eagle and Golden Eagle Electrocution Prevention in-lieu Fee Program.

The total cost for the wetland mitigation credits and eagle nest take permit mitigation credits is $96,250.00. Funds in the amount of $96,250.00 will need to be reallocated from within Fund 401 from Account 3999100 (Fund Balance Brought Forward) to Cost Center 4210 (Refuse Disposal) Account 56301Z (Project Capital Infrastructure)/ Project 20045 – HCSWMC – Borrow Pit Mining for Cover Material Project.

In addition, funds in the amount of $39,606.00 for Task Order Assignment #1-1 (TOA #1-1) with Chastain Skillman, Inc. for Additional Engineering and Permitting Services on the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining and Cover Materials Project No. 20045 under a separate agenda item are to be included in the funds to be reallocated.

The funds for the cost for wetland mitigation credits, eagle nest take permit mitigation credits and TOA #1-1 with Chastain Skillman, Inc for additional engineering and permitting services total $135,856.00. Total Funds in the amount of $135,856.00 will need to be reallocated from within Fund 401 from Account 3999100 (Fund Balance Brought Forward) to Cost Center 4210 (Refuse Disposal) Account 56301Z (Project Capital Infrastructure)/ Project 20045 – HCSWMC – Borrow Pit Mining for Cover Material Project.

RECOMMENDED ACTION

Move to adopt resolution 21-22-178 for Budget Amendment 21-22-126 to purchase wetland and eagle nest take permit mitigation credits and for TOA #1-1 with Chastain Skillman, Inc. for additional engineering and permitting services on the HCSWMC – Borrow Pit Mining and Cover Material Project 20045 in the amount of $135,856.00.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 401 (Solid Waste Enterprise Fund) Account 3999100 (Fund Balance brought forward) in the amount of $135,856.00 and will be appropriated in Project 20045 (HSWMC-Borrow Pit Mining 20-21).

Attachments: 21-22-126 Project 20045 HCSWMC - Borrow Pit Mining (BA).pdf
21-22-126R Project 20045 HCSWMC - Borrow Pit Mining (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/16/2022** SUBMITTED BY: **Clinton Howerton, Jr., P.E., County Engineer**

FUND(S): **401** FUND TITLE(S): **Solid Waste Enterprise** COST CENTER(S) #: **4210**

PROJECT(S) #: **20045** PROJECT TITLE(S): **HSWMC-Borrow Pit Mining 20-21** COST CENTER TITLE(S): **Refuse Disposal System**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999100	Fund Balance Brought Forward		5,823,862.00	135,856.00		5,959,718.00
E	401	4210	53100Z	Project Professional Services	20045	113,853.60	135,856.00		249,709.60
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to fund Project #20045 in the amount of $135,856 for the purchase of federal wetland mitigation credits as required by FDEP as well as the purchase of eagle nest take permit mitigation credits in compliance with the US Fish & Wildlife Service (USF&WS) permit and TOA #1-1 with Chastain Skillman, Inc for add'l engineering and permitting services.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-126**

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

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-178

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-126 TO THE SOLID WASTE ENTERPRISE 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 Solid Waste Enterprise Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-126 is hereby approved and authorized to appropriate additional funding from 401-3999100 (Fund Balance Brought Forward) for Project 20045 in the amount of $135,856.00 for the purchase of wetland mitigation credits and eagle nest take permit mitigation credits and additional engineering and permitting services for a new landfill borrow pit.

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 6th day of September, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-125 to realign Sheriff budgets within General Fund.**

STATEMENT OF ISSUE

Budget amendment 21-22-125 is necessary to realign Sheriff's budgets for FY21/22 on the Board side to align with the budget on the Sheriff's books.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-125 to realign Sheriff's budgets for FY21/22.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within cost center 1030 (Gen OP Cthse Security), 3101 (Sheriff) and 3323 (Detention and Correction between accounts 51001 (Personal Services Elected Official), 53001 (Operating Expense Elected Official) and 56001 (Capital Outlay Elected Official).

Attachments: 21-22-125 Sheriff realignment to actual (BA).pdf

REVIEWED
O.M.B DEPARTMENT
August 17, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/16/2022** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **1030, 3101, 3323**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Gen OP Cthse Security, Sheriff-005, Detention and Correction**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	1030	51001	Personal Services Elected Official		1,265,539.00		5,440.43	1,260,098.57
E	005	1030	53001	Operating Expense-Elected Official		9,749.00	5,440.43		15,189.43
E	005	3101	51001	Personal Services Elected Official		17,436,381.08		781,666.79	16,654,714.29
E	005	3101	56001	Capital Outlay Elected Official		177,464.92	781,666.79		959,131.71
E	005	3323	51001	Personal Services Elected Official		9,972,164.00		94,107.52	9,878,056.48
E	005	3323	53001	Operating Expense-Elected Official		2,399,319.00	30,473.59		2,429,792.59
E	005	3323	56001	Capital Outlay Elected Official		2,950.00	63,633.93		66,583.93

REASON: **To realign budget to actual.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-125**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

____ RESERVE

____ BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 21-22-181 for Budget Amendment 21-22-129 to Transfer funds from Project 16056 HCSO Detention Reconfiguration into Project 21029 Jail Kitchen Hood**

STATEMENT OF ISSUE

This budget amendment is necessary to Transfer funds from Project 16056 HCSO Detention Reconfiguration into Project 21029 Jail Kitchen Hood in the amount of $200,000 with no net fiscal impact.

RECOMMENDED ACTION

Move to adopt resolution 21-22-181 for budget amendment 21-22-129.

FISCAL IMPACT

There is No net Fiscal Impact.

Attachments: 21-22-129 Project 21029 Jail Kitchen Hood (BA).pdf
21-22-129R Project 21029 Jail Kitchen Hood (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/18/2022** SUBMITTED BY: **Lance Marine**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **3322A**

PROJECT(S) #: **16056 / 21029** PROJECT TITLE(S): **HCSO Detention Reconfiguration / Jail Kitchen Hood** COST CENTER TITLE(S): **County Jail 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Forward	16056	1,551,893.26		200,000.00	1,351,893.26
E	151	3322A	56200Z	Project Buildings	16056	1,551,893.26		200,000.00	1,351,893.26
R	151		3999100Z	Project Fund Balance Forward	21029	0.00	200,000.00		200,000.00
E	151	3322A	56200Z	Project Buildings	21029	0.00	85,000.00		85,000.00
E	151	3322A	56400Z	Project Equipment	21029	0.00	115,000.00		115,000.00

REASON: **To transfer funds from Project 16056 - HCSO Detention Reconfiguration to Project 21029 for the Jail Kitchen Hood.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **21-22-129**

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

Signature: ____

TRANSFER TYPE:

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

Posted by Clerk: ____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-181

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-129 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-129 is hereby approved and authorized to transfer funds from Project 16056 HCSO Detention Reconfiguration into Project 21029 Jail Kitchen Hood in the amount of $200,000 with no net fiscal impact.

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

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

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

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

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

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

PASSED AND ADOPTED this 6th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request approval of Task Order Assignment #1-1 (TOA #1-1) with Chastain Skillman, Inc. for Additional Engineering and Permitting Services on the Highlands County Solid Waste Management Center – Borrow Pit Mining and Cover Material Project.**

STATEMENT OF ISSUE

Attached for your approval is Task Order Assignment #1-1 (TOA #1-1) with Chastain Skillman, Inc. in the amount of $39,606.00 for Additional Engineering and Permitting Services on the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining and Cover Material Project No. 20045.
Chastain Skillman, Inc. has been performing engineering and permitting services on the Borrow Pit Mining and Cover Material Project since approval of a CSA with Chastain Skillman, Inc. for survey, environmental, geotechnical, engineering and permitting services on March 16, 2021. Design and Permitting services on the project have exceeded the services detailed in the original CSA, Design changes were made that affected the designation of those cells permitted for construction vs. conceptual that resulted in changes to the construction drawings and drainage modeling. There have also been decision changes by the permitting agencies and permitting requirements that were not included in the original scope of services such as federal wetland mitigation and water use permitting that have increased the scope of work.
TOA #1-1 is an addition to existing Task Order Assignment #1 (TOA #1) that was approved on May 12, 2022 by Administration because the amount of TOA #1 was $35,915.00 and less than $50,000.00. The addition of TOA #1-1 to existing TOA #1 adds to an overall cost to the project of $75,521.00, which is over $50,000 and thereby now requires Board approval of TOA #1-1.
The cost for the additional engineering and permitting services is estimated to be $39,606.00. Funds in the amount of $39,606.00 will be reallocated from within Fund 401 from Account 3999100 (Fund Balance Brought Forward) to Cost Center 4210 (Refuse Disposal) Account 56301Z (Project Capital Infrastructure)/ Project 20045 – HCSWMC – Borrow Pit Mining for Cover Material Project. Reallocation of the $39,606.00 in funds is included with an additional $96,250.00 under a separate agenda item involving the adoption of Resolution 21-22-178 and Budget Amendment 21-22-126 for funds needed to purchase Federal Wetland Mitigation Credits and Eagle Nest Take Permit mitigation credits totaling $135,856.00.

RECOMMENDED ACTION

Move to approve TOA #1-1 with Chastain Skillman, Inc. for additional engineering and permitting services on the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining and Cover Material Project No. 20045.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 401 (Solid Waste Enterprise Fund) Account 3999100 (Fund Balance brought forward) as the $39,606.00 portion amount of a total amount of $135,856.00 (included in BA 21-22-126) will be appropriated in Project 20045 (HSWMC-Borrow Pit Mining 20-21).

Attachments: 20-024 Chastain Skillman TOA 1-1 signatures.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

☒ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	**#1-1**
☐ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	**#**

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement **Chastain-Skillman Inc** (Agreement) between HIGHLANDS COUNTY and (CONSULTANT) identified by the Master Contract Date. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$39,606.00

Budget Account Number: Fund or cost center/account/project #, if applicable
401/4210/53100Z

RFP# 20-024 Category 2 Engineering

Master Contract Date:
03/16/2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☐ **Exhibit C** – Sub-Consultants N/A
☒ **Exhibit B** – Compensation
☐ **Exhibit D** – Plans/Drawings/Survey N/A

DEPARTMENT APPROVAL

Recommended by
Print Name: Robert A. Diefendorf, Jr., E.I., Assistant to County Eng.
X Robert A. Diefendorf Jr. 8/25/2022
1. Project Manager Signature — Date

Reviewed by
Print Name: Clinton Howerton, Jr., P.E., County Engineer
X Clinton Howerton 8-25-22
2. Director or Designee Signature — Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent
Print Name: W. R. Cauthan, P.E., Vice President
X W R Cauthan 8/25/2022
3. Consultant Signature — Date

Consultant Project Manager:
Print Name: W. R. Cauthan, P.E., Vice President

PURCHASING REVIEW

Purchasing Manager or Designee
Print Name: Lori K. DeLoach, Purchasing Manager
X Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2022.08.25 16:45:11 -04'00'
4. Purchasing Manager or Designee Signature — Date

LEGAL REVIEW

County Attorney or Designee
Print Name: David M. Raulerson, Assistant County Attorney
X Chantel Bruton FOR 8/26/22
5. County Attorney or Designee Signature — Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)
Print Name: Laurie Hurner, Interim County Administrator
addition of TOA 1-1 exceeds $50,000
X to be approved by BoCC.
6. County Administrator or Designee Signature — Date

Board Chair (over $50,000)
Print Name: Kathleen G. Rapp, Chair
X
7. Board Chair or Designee Signature — Date

Exhibit "A"
Scope of Work

Project: **Highlands County Solid Waste Management Center**
Borrow Pit Mining and Cover Material TOA #1-1

The **CONSULTANT** has provided additional professional services related to revisions to the construction drawings and permitting through the South Florida Water Management District (SFWMD) and the Florida Department of Environmental Protection (FDEP) for the Solid Waste Management Center - Borrow Pit Mining. The additional services provided for this Task Order Assignment are as follows:

Task 1 **Engineering Services**

Chastain-Skillman, Inc. has modified the plans and permit application submittal to provide:

1. Separate plans into two sets for permitting at the direction of the South Florida Water Management District. The first set is for "Conceptual Phase Permitting" and the second set for "Construction Phase Permitting."
2. Revise Construction Plans to provide for 3rd Cell to be part of Construction Phase permit to provide the County with the earthwork volume necessary to construct the next phase of the landfill.
3. Revise Construction Plans to include Recharge Ditch and plan for no off-site discharge from mining operations.
4. Provide Opinion of Probable Cost for Cells 1, 2, 3 and Sedimentation Basin.

Deliverables

Pursuant to the above, the CONSULTANT shall provide:

- Conceptual Phase Permitting Plans.
- Construction Phase Permitting Plans.
- Revised Construction Plans.
- Opinion of Probable Cost for Cell Nos. 1, 2, 3, and Sedimentation Basin

Task 2 **Permitting Services**

This task consists of preparing and submitting the following additional permit applications:

1. Coordination and on-site inspection with FDEP of existing wetland mitigation for determination as to whether existing wetlands mitigation can be utilized.

2. Preparation and submittal of FDEP Intent to Mine or Other Mining Resources (Work Not included in Original Agreement since no material is to be taken off-site).

3. Preparation and submittal of SFWMD Water Use/Dewatering Permit Application and other documentation.

Deliverables

Pursuant to the above, the CONSULTANT shall provide:

- FDEP acceptance of Intent to Mine or Other Mining Resources form.
- SFWMD Water Use/Dewatering Permit Application.

Services Not Included:

- Payment of Permit Application Fees/Mitigation Fees.
- Boundary surveys (provided by County).
- Permitting for United States Fish & Wildlife Service (USFWS).
- Formal listed species surveys or permitting.
- Mitigation Plan for wetland impacts.
- Formal cultural resource surveys.
- Preparation of Bid Documents or Bidding.
- Any Permitting beyond that which is described above.
- Construction Inspection, Stakeout or Final Certification.
- Preparation of "As-Built" survey.
- Any other services not expressly stated in the Scope-of-Services herein.

PERIOD OF SERVICES:

Upon receipt of a Purchase Order and duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within ninety (90) calendar days from the final execution of the Authorization unless otherwise extended by the COUNTY.

Exhibit "B"
Compensation

In accordance with the Contract for Continuing Services for Work of a Specified Nature between HIGHLANDS COUNTY **(the COUNTY), Chastain Skillman, Inc. (the CONSULTANT)**, the **CONSULTANT** will perform these services for the total amount of Thirty-Nine Thousand Six Hundred Six Dollars and 0/100 **($39,606.00).** A cost breakdown of the compensation for these services is listed below. Invoices will be sent monthly and will contain a brief summary of the tasks performed during the month. Compensation will be based on the percentage of completion.

Highlands County Solid Waste Management Center – Borrow Pit Mining and Cover Materials TOA #1-1		
Task No.	**Description**	**Fee**
1	Engineering Services	$ 22,606.00
2	Permitting Services	$ 17,000.00
	Total	$ 39,606.00

As established in RFP 20-024 Job Class Titles and Hourly rates and subconsultant mark-up, not to be exceeded, are to be used.

Exhibit "C"
Sub-consultants

Not applicable to this TOA

Exhibit "D"
Plans/Drawings

Not applicable to this TOA

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Request to appoint Regular Voting Members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).**

STATEMENT OF ISSUE

There are currently two (2) vacancies for Regular Voting Members on the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z). With the goal of having representation from a vast range of backgrounds and experience related to development and land use topics, after reviewing applications submitted, Staff recommends an applicant with experience in Special Benefit/Improvement Districts be appointed to fill one (1) of the vacancies and an applicant with experience in the agriculture industry to fill the second (2) vacancy.

RECOMMENDED ACTION

Move to approve the appointment of Chris Shoemaker and Emma Ezell as Regular Voting Members of the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).

FISCAL IMPACT

No fiscal impact.

Attachments: Chris Shoemaker Resume
Emma_Ezell_Resume.pdf

Barry, Rachel

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, April 27, 2022 2:26 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = christopher a shoemaker
Address = 3700 vilabella drive
City = sebring
State = fl
Zip_Postal_Code = 33872
Phone = 239.600.3517
Email = cshoemaker@snldistrict.org
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = Sun N' Lake Improvement District General Manager 10/21- present

Licenses, Certifications and Training
Drinking Water Treatment Plant License Level C
Wastewater Treatment Plant License Level D
Certified District Manager, Florida Association of Special Districts (FASD)
FASD Legislative and Strategic Planning Committees
2019 District Manager of the Year (FASD)
Henderson Franklin Employment Law Seminar 2018 & 2019

Previous Employment Experience: = GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT 6/2016 – 9/2021
UTILITY MANAGER / DISTRICT MANAGER
♣ Responsible for the operation and maintenance of the CDD's roads and streetlights, landscaping and irrigation, recreation and stormwater management system.
♣ Direct capital improvement plan, budget development and management of a $7.5 million capital and operation budget
♣ Worked with consultant to develop and implement a fair and equitable Assessment Methodology to replace the original assess
High School = Clearwater High School, Clearwater Florida
College = Florida State University
Special Training: = Water/Sewer/Stormwater Utilities
Activities & Interest: = Served as alternate on the Board of Adjustment/P&Z previously. I have been working in Fort Myers for the last five years as District Manager for the Gateway Community Development District. Worked for Lykes Bros. , Inc. for 9 years as utility manager. Committee Staff, Select Committee on Growth Management, Florida House. Support Horses for the Handicapped and the Ridge ARC for years. Served on the United Way Community Investment Team. Graduate Leadership Highlands. Like to fish, hike and bike,
Current positions on boards, committees, elected offices, law enforcement positions: = none
Relation = No
Relative Name: =

Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 50.254.214.25

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Barry, Rachel

From: Drake, Michelle
Sent: Wednesday, August 17, 2022 10:33 AM
To: Barry, Rachel
Subject: FW: Committee Application

From: noreply=revize.com@turbo-smtp.info <noreply=revize.com@turbo-smtp.info> **On Behalf Of** noreply@revize.com
Sent: Friday, August 12, 2022 2:19 PM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Emma Ezell
Address = 1118 Sycamore St.
City = Lake Placid
State = Fl
Zip_Postal_Code = 33852
Phone = 863.465.1700
Email = reynolds.emmalee@gmail.com
Request = Board of Adjustment / Planning & Zoning Commission
Membership Type = Regular Member
Current Employment Experience: = I am currently the President of Triple R Ag Company Inc., a family owned and operated citrus caretaking operation. In my role I have to work with our landowners on a host of regulatory issues on the federal, state and local levels. I have been with the family since my college graduation in 2009. My job description has change over the years from tractor driver to project manager and more. The other role I hold with in the family unit is harvesting manager for The Reynzell Ag Company Inc.
Previous Employment Experience: = After high school and prior to college, I worked for Heartland National Bank in Sebring. A job I loved so much it helped influence my decision to seek a Business Finance degree. I always knew it would help lead me back home to Highlands County.
High School = Lake Placid High School
College = Florida Southern College
Special Training: = Special Training
Activities & Interest: = I am a mom, so whatever the kids are doing that is what I am doing too. When I am not attending their events, I enjoy being outside, in my garden or reading. The swimming is our favorite family activity, and we always have movie night on Fridays. I value our community as a whole so I try and be involved and volunteer when I can.
Current positions on boards, committees, elected offices, law enforcement positions: = President of the Highlands County Citrus Growers Assocation.
Vice Chair of Lakeview Christian School Board.
Secretary of the Lake Placid Citrus Growers Coop.
Natural Resources Advisory Council member
Relation = No
Relative Name: =

Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.71.22

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER:	**Julie Alexander-Richardson, Children's Advocacy Center Manager and Children's Services Council Executive Director.**
SUBJECT/TITLE:	**Request to appoint Toby Frost and Debra Downing as voting members of the Children's Services Council.**

STATEMENT OF ISSUE

During the General body meeting on August 17, 2022 the voting members of the Children's Services Council approved the applications of both Debra Downing and Toby Frost to fill the two vacant voting member positions for the Children's Services Council. Voting Member appointments are made for a term of three (3) years.

RECOMMENDED ACTION

Move to approve the appointment of Toby Frost and Debra Downing as voting members of the Children's Services Council.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Pages from FW_ Committee Application_Downing.pdf
Pages from RE_ Committee Application_Frost.pdf

Name = Debra Downing
Address = 6750 US Hwy 27N Apt M23
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 937-776-4831
Email = Debd4944@aol.com
Request = Children's Service Council
Membership Type = Regular Member
Current Employment Experience: = Retired from Montgomery County (Dayton OH) Department of Job and Family Services in April, 2017. Final position was Deputy Director of Programs and Services. I was responsible for over 800 staff providing child welfare and public assistance services to the citizens of Montgomery County.
Previous Employment Experience: = 35 years of experience in social work, 30 of which were in child welfare. 5 years of experience in a private foster care agency including position of State Director. 25 years in public child welfare beginning in direct service and progressing to management and administrative positions including Director of Children Services and Deputy Director of Programs and Services at Montgomery County DJFS. 10 years as adjunct instructor for social work at Wright and Central State Universities.
High School = High School. Tecumseh High School, New Carlisle OH
College = College WSU BA in Social Work. UD MS Counseling. UC MSW.
Special Training: = Special Training. LISW-S in OH. Currently on inactive escrow status
Activities & Interest: = Hobbies include reading, traveling and attending arts performances. We have subscriptions to SFSC Artist and Matinee Series. I am in two book clubs and manage an annual reading challenge. Since moving full time to Sebring two years ago we enjoy exploring new restaurants and activities in the area.
Current positions on boards, committees, elected offices, law enforcement positions: = Wright State University Alumni Association Board Affairs Committee (Past president of Alumni Association)
Wright State University Social Work Alumni Society (Founder and past president) Current member and Chair of Scholarship Committee

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 61
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 50.230.222.50

To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Toby A. Frost
Address = 34535 Sparkling Drive
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 863-368-9869
Email = taf6337@yahoo.com
Request = Children's Service Council
Membership Type = Regular Member
Current Employment Experience: = I am currently a stay-at-home dad for our three children.
Previous Employment Experience: = Previous to the birth of our 3rd child over eight years ago, I was the Vice President of International Outsourcing for Bank of the West. I have held positions in process improvement, operations, and quality control throughout multiple industries.
High School = Fremont High School, Fremont, NE 1994
College = Midland Lutheran College, Fremont, NE 1998 - BSBA Management and Marketing
Special Training: = Six Sigma Black Belt
Activities & Interest: = I enjoy all things that involve family, whether that be attending church, fishing, traveling, or simply just spending time together. I volunteer at my children's elementary school (Woodlawn) multiple times a month. I enjoy pursuing activities that will help make the world a better place for my children and others.
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 45
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.28.230.89

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 09/06/2022

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

SUBJECT/TITLE: **Request to approve trade in of the Landfill's John Deere 1050 Dozer, Asset LF321, to purchase a new John Deere 850L XLT Dozer.**

STATEMENT OF ISSUE

Attached, for your review and approval, is a memorandum dated August 8, 2022 with Purchasing's approval of a trade in to purchase a new John Deere 850L XLT Dozer, along with a memorandum dated July 19, 2022 requesting the approval from the Solid Waste Operations Manager. The Department further negotiated an additional $5,000.00 discount on the new purchase after the memo and approvals were prepared.

Purchase of a new John Deere 850L XLT Crawler Dozer will be to replace LF321, John Deere 1050 Dozer at the Arbuckle Landfill. The existing Dozer is not being utilized at the landfill due to the weight and narrow track design. The new John Deere 850 dozer can be utilized in all areas of the Solid Waste Department. Purchase in the amount of $452,614.25 includes $27,377.00 for a full machine extended warranty at 5 years, 7500 hours,

Additionally, upon Board approval, the County will receive $500,000 on trade-in of the LF 321, John Deere 1050 Dozer, towards the purchase of the new John Deere 850L XLT, per procedures set forth in Section 33 of the Purchasing Manual. The excess funds will be placed in the solid waste Fund 401.

RECOMMENDED ACTION

Move to approve the Trade in of the Landfill's John Deere 1050 Dozer, Asset LF321, to purchase a new John Deere 850L XLT Dozer in the amount of $452,614.25, less trade credit of $500,000.

FISCAL IMPACT

The fiscal impact is an increase to Fund 401 (Solid Waste) and to the overall FY 21/22 budget in the amount of $47,385.75, the net amount received from the trade-in offset by the purchase of the new John Deere 850L XLT Dozer.

Attachments: 08-08-22 Trade-in Memo John Deere 1050 Solid Waste and Backup Revised.pdf

HIGHLANDS COUNTY

BOARD OF COUNTY COMMISSIONERS

Purchasing Department

Date: August 8, 2022

To: Highlands County Board of County Commissioners

From: Lori DeLoach, Purchasing Manager

Subject: John Deere 1050 Dozer Trade-in request from Solid Waste

Highlands County Solid Waste Department is requesting to trade in the John Deere 1050 dozer for a new John Deere 850 dozer. The 1050 dozer is not being utilized at the landfill due to the weight and narrow track design. The new John Deere 850 dozer can be utilized in all areas of the Solid Waste Department.

For safety reasons and efficiency of the department Purchasing approves the trade-in of the John Deere 1050 dozer.

Please see attached department Memorandum for additional detail.

ENCLOSURE:
Department Memorandum
Attachment A 850 dozer
Administration Approval

600 S. Commerce Ave., B233
Sebring, Florida 33870
863-402-6500

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF SOLID WASTE MANAGEMENT

M E M O R A N D U M

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

FROM: Ronny Shumard, Solid Waste Operations Manager

DATE: July 19, 2022

SUBJECT: John Deere 1050 dozer trade for John Deere 850 dozer

---

Highlands County Solid Waste Department is requesting to trade in the John Deere 1050 dozer for a new John Deere 850 dozer. The 1050 dozer is not being utilized at the landfill due to the weight and narrow track design. The new John Deere 850 dozer can be utilized in all areas of the Solid Waste Department.
Dobbs Equipment has provided a quote for the following equipment:
One new John Deere 850L XLT Crawler Dozer upgraded to an 850L LGP Dozer in accordance with contract specifications: The purchase price is $457,614.25 which includes $27,377.00 for 5 years, 7500 hours, full machine extended warranty. This includes travel time millage of 6 trips per year for a total of 30. Dobbs Equipment has provided Highlands County with the current trade in value of $500,000 for the John Deere 1050 dozer. The John Deere 1050 dozer was purchased new for $605,683. The dozer was delivered on 6/25/2021 and utilized for 13 months. This comes out to $8129.46 per month on the current trade in value.
Please see (Attachment A) for detailed quote of dozer.

If you have any questions, please contact me at extension 3782

Ronny Shumard

12700 Arbuckle Creek Rd., S, Sebring Florida 33870
Fax (863) 402-7785 Phone (863) 402-7786

Matt Reed
Governmental Sales Manager
Dobbs Equipment LLC
2730 S. Falkenburg Road
Riverview, FL 33578
Phone (239) 334-3627**Cell** (813) 431-8584

Matt.reed@dobbsequipment.com
www.dobbsequipment.com

Florida Sheriff's Association

Florida Association of Counties

Contract FSA20-VEH18.0

Spec# 13

July 14,2022

Highlands County

Att. Bob

Dobbs Equipment is pleased to quote you the following equipment:

One new **John Deere 850L XLT Crawler Dozer** in accordance with contract specifications:

Sales Price **$322,134.00**

Upgrade to 850L LGP Dozer

Equipment included on upgrade machine:

LGP Dozer inc in WH PAT Package

Final Tier 4 Engine

JD Link 5 Years

24" MS W/45 Lube Chains

Cab w/ Heat and Air

Air Suspension Seat

168" LGP PAT Blade

Electro-Hyd 3 Spool Vlv for PAT

Retrieval Hitch

Stated Options

4646 Add 36" Max Life track shoes		**6,852.00**
9504 Add Camera, rear view		**1,526.00**
9501 Premium Radio with Bluetooth		**840.00**
9160 Bolt on Final Drive Trash Guards		**1,542.00**
9335 HVAC Powered Pre-cleaner		**789.00**
9075 Quick Service Banks		**675.00**
9520 Beacon Light		**222.00**
9533 Add Auto Temp Control		**398.00**
9166 Add LED Light Package		**1,147.00**
9132 Large Debris Prescreen		**Inc**

Non-State Options

1074 PAT LGP DZR Waste Handler	76,727.00	
9141 PAT Cylinder Rod Scrappers	663.00	
9166 Trash Rack for 168" inc install	8,955.00	
Rear Storage Compt(w/ Striker Bars)	8,976.00	
Front Striker Bars	3012.00	
Lincoln Auto Lube	11,850.00	
Fire suppression system	15,300.00	
Total Non-State Options	$125,483.00	
Less Contract Discount of 25%	(-31,370.75)	
Net Non-Stated Options	94,112.25	**94,112.25**
Total		**$430,237.00**

Included is travel time millage from 1050 trade in(6 trips a year for a total of 30)

Extended Warranty 5 Years, 7500 Hours, Full Machine	**27,377.00**

One Time discount	**-5,000.00**
Total Price Delivered to Highlands County	**$452,614.25**

Waste Handler Package Includes

Debris management sealing package,

Heavy-duty perforated grille,

Final drive seal guarding,

Heavy-duty sheet metal with special perforation,

Engine heat wrap,

Large debris engine precleaner,

Alternator screen,

Fender guards and

Recessed sprockets for waste handling applications.

DeLoach, Lori K.

From: Hurner, Laurie
Sent: Sunday, August 7, 2022 11:09 AM
To: DeLoach, Lori K.; Cannady, Tanya E.
Cc: Howerton Jr, Clinton
Subject: RE: 1050 Dozer trade for 850 dozer

Follow Up Flag: Follow up
Flag Status: Flagged

Administration Approves the trade in of the 1050 Dozer for 850 Dozer

Thanks all!

Laurie

Laurie A. Hurner
Interim County Administrator
Deputy County Administrator/Chief of Staff
Highlands County Board of County Commissioners
863-402-6500
lhurner@highlandsfl.gov
www.highlandsfl.gov
600 South Commerce Avenue
Sebring, Florida 33875

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From: DeLoach, Lori K.
Sent: Friday, August 5, 2022 6:24 PM
To: Hurner, Laurie <lhurner@highlandsfl.gov>; Cannady, Tanya E. <tcannady@highlandsfl.gov>
Cc: Howerton Jr, Clinton <chowerton@highlandsfl.gov>
Subject: FW: 1050 Dozer trade for 850 dozer

Good Afternoon Laurie/Tanya,
Attached please find a request for approval of a bulldozer trade-in. In accordance with our Purchasing Policy we are requesting Administration's input as to whether a trade-in is appropriate. Please see below and attached Gator's explanation for the trade.

Purchasing and Engineering/Solid Waste did have a discussion regarding the value of the trade-in dozer. The dept. will to go back to the dealer and see if they will give a little additional money on the trade-in value. Even as-is it appears to be a fair value. Right now all machines are hard to get in stock. We would like to move forward with the approvals so the County doesn't miss out on the new dozier being sold while we are negotiating.

Once you approve Purchasing will prepare a memo for the Board's approval to move forward with the trade.

Kind Regards,
Lori DeLoach, CPPB
Purchasing Manager
Highlands County Board of County Commissioners
600 S. Commerce Ave., Sebring, Fl 33870
Email: LDELOACH@HIGHLANDSFL.GOV
Direct Line: (863) 402-6504
Main Line: (863) 402-6500

From: Howerton Jr, Clinton
Sent: Wednesday, August 3, 2022 4:31 PM
To: DeLoach, Lori K. <ldeloach@highlandsfl.gov>
Subject: FW: 1050 Dozer trade for 850 dozer

Lori, attached is Ronny's backup for trading in one of the bulldozers at the landfill. The one we have has turned out to not work efficiently in that environment so they would like to look at the possibility of trading it for another model that we do have that is very effective. Due to the increase in values on the new machines, it actually works out where there would be money back for doing the trade.

Your thoughts? Any concerns? Call if you wish, x6875

Clinton "Gator" Howerton, Jr., P.E.
County Engineer/Solid Waste Director
Highlands County Board of County Commissioners
863-402-6877
chowerton@highlandsfl.gov
www.highlandsfl.gov
505 S. Commerce Ave
Sebring, Fl 33870

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From: Shumard, Ronny G.
Sent: Tuesday, July 19, 2022 8:26 AM
To: Howerton Jr, Clinton <chowerton@highlandsfl.gov>
Subject: 1050 Dozer trade for 850 dozer

Here is the information on trading the 1050 dozer for the new 850 dozer.

Thanks,

Ronny Shumard
Solid Waste Operations Manager
Highlands County Board of County Commissioners
(863) 402-3782 Office
(863) 781-5344 Cell Phone
rshumard@highlandsfl.gov
www.highlandsfl.gov
12700 Arbuckle Creek Rd Sebring, Fl 33870

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of the Tourist Development Council's recommendation for the FY 2022-2023 Marketing Plan and Budget.**

STATEMENT OF ISSUE

At the regularly scheduled Tourist Development Council (TDC) meeting on August 11, 2022, there was a 6 to 1 vote in favor of recommending the attached marketing consultant's plan and budget to the Board of County Commissioners. The preliminary budget would allocate $960,000 to Marketing and Promotion.

RECOMMENDED ACTION

Move to approve the Tourist Development Council's recommendation for the FY 2022-2023 Marketing Plan and Budget.

FISCAL IMPACT

The fiscal impact will be an increase of $78,642 to Cost Center 5305 (Marketing and Promotion) which will occur with a budget amendment after 10/1/22.

Attachments: TDC-Budget-pres-2022-2023.pdf
8.11..22 TDC Minutes Draft.pdf

2022-2023 TDC
Marketing Plan & Budget

VISIT Sebring
AVON PARK & LAKE PLACID, FL
www.VisitSebring.com

TDC Strategic Plan: Vision & Mission

- **Vision**: The Highlands County TDC inspires research-based decision making which leads to the type of tourism destination development that inspire future generations to remain in the community and not move out of town. The TDC allocates resources in order to enhance the quality of life for our residents; including efforts to reduce seasonal employment and to create a place for families to raise their children.

- **Mission**: To contribute to a positive quality of life for the residents of Highlands County (our customer) through destination promotion, tourism development, advocacy and resource management – which are foundation pieces for future economic growth.

Strategic Pillars: Areas of Focus

A. Emphasis on digital assets & advertising
B. More PR/Media Relations to increase our Brand Awareness
C. Projects to make destination more appealing & engaging to visitors

>Incorporate Stakeholder Groups in Meetings

D. Industry Partner Engagement & Education
E. Streamline Administrative Duties
F. Enhancement Projects; start with Lakes (F)

>$250k in Lakes Account

Anticipated TDC Collections
Preliminary TDC Budget

$1,179,056 – collected to date (Oct. 2021-May 2022)

+$320,944 – anticipated (June-Sept. 2022)

$1,500,000

-$375,000 (25% = 3rd penny)

$1,125,000

-$180,000 – Operations (#5301)

$945,000 – Available for Marketing

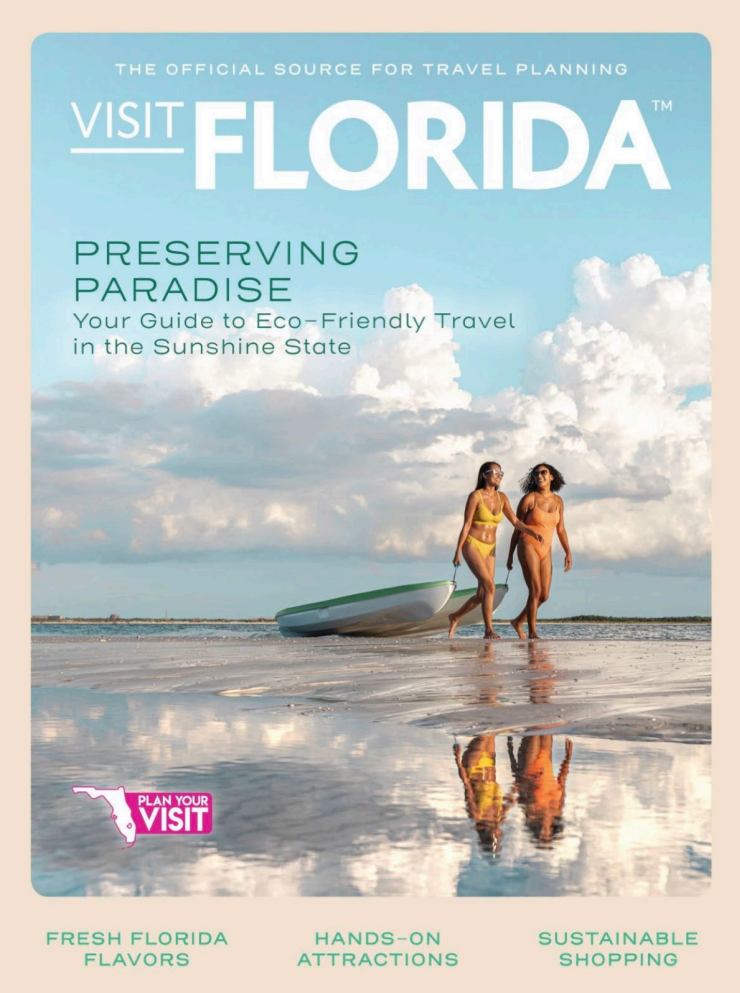
+ $15,000 – Possible FL Sports Foundation Grant Income

TOTAL: $960,000

(Red text indicates TBD)

Advertising - $360,000

- **Digital & Print Advertising**
  - Miles Media/FL Travel Guide
  - Digital Platforms:
    - Threshold 360 - $10,000
    - Crowdriff - $16,000
    - Constant Contact - $2,500
    - GeoTour/Geocaching - $5,000
  - Facebook/Social Media Ads
  - Photo & Video Upgrades
  - Graphic Design
  - CGT Marketing Partnership



Advertising (cont'd)

- **Digital/Storytelling/SEM/SEO**
  - Madden Media
- **Marketing Match**
  - Citrus Golf Trail
- **Event Advertising**
  - Kayak Bass Fishing
  - CBS Sports Event Coverage
    - Prowatercross - $30,000
    - Motosurf/Motoskate - $30,000



Promotions/PR

- **Promotions/PR** $50,000
  - Media Relations
    - Much PR Media FAMs
  - FOWA Conference
    - Transportation
    - Media Hosting
  - Promotional Items
  - Influencers
  - Media Relations
  - TV segments
  - ING Conference



Sports Marketing - $72,000

- $6,000/month
- Racing destination
- Emerging lacrosse hub





Visitor Services & Special Projects

- **Visitor Services** $40,000
  - Refresh & re-print Travel Guides
- **Special Projects** $27,000
  - Sports Audit Recommendations
  - Re-design County's welcome statues
  - Destination Development & Planning



Industry Relations

- **Industry Relations** $11,000
  - Conferences/Professional Development/Memberships
    - VISIT FLORIDA
    - FL Assn. Destination Marketing Organizations (FADMO)
    - Florida Festival & Events Association (FFEA)
    - FL Sports Foundation
  - Tourism Luncheon & Awards Program
  - Award Submissions
  - Stakeholder Meetings
  - Education/certification
    - For tourism partners & their employees
  - Travel News



Event Grants - $385,000

- GFNY Marathon - $55,000
- Spartan - $90,000
- Heartland Triathlon - TBD
- Dixie Youth Baseball - TBD
- Citrus Golf Trail Open - $35,000
- AJGA – $16,000
- ACL Cornhole - $20,000
- Minor League Golf Tour - $6,750
- Bono Bilt Youth Wrestling - $20,000
- Sebring Multisport - $26,000
- CGT Ladies Invitational - $7,500
- Soda Festival - TBD
- Caladium Festival - TBD
- Lacrosse
  - May - $20,000
  - Aug. - $30,000
  - Sept. - $30,000

Total Committed: $356,250

*Does not include TBD items or grant requests on 8/11 TDC Agenda



Marketing & Event Grant Budget

	'21-'22 Budget	'21-'22	'22-'23 Proposed
Advertising/SEM/ SEO/Website	195,000	187,182	360,000
SEO/SEM/Website	100,000	102,000	Combined w/Adv
Promotions/PR	35,000	34,024	50,000
Sports Marketing	72,000	72,000	72,000
Visitor Services	10,000	11,334	40,000
Industry Relations	7,000	7,248	11,000
Event Grants	335,000	409,250 (Encumbered)	385,000
Special Projects	$20,000	0	27,000
FSF Income		+31,342	+15,000
TOTAL	**$774,000**	**$823,038**	**$960,000**

Summary & Notes

Proposed preliminary 2022-2023 Budget: **$960,000**

- Budget History
  - 2021-2022: $774,000
  - 2020-2021: $545,000
  - 2019-2020: $615,000
  - 2018-2019: $584,000
  - 2017-2018: $527,000
- Staff will bring TDC an updated TDC Budget in January once we know full year collections plus some additional FSF grant income.

Questions?

Please join us on Oct. 27 for the Tourism Awards Program

VISIT Sebring

AVON PARK & LAKE PLACID, FL

www.VisitSebring.com

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
August 11, 2022 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:17 a.m. by Commissioner Chris Campbell.

Roll Call

Council Members Present:

Commissioner Chris Campbell
Kacey Mee
Mark Stewart
Charles Wilson
Cindy Garren
John Story
Maritza Cristiansen

Council Members Absent:
Christine Hatfield, Vicky Pontius

Also, Present:

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Lori Krinkey, Tourist Development Coordinator
D. Matt Raulerson, Assistant County Attorney
Jen Carlisle, Madden Media
Lauren Hartog, Madden Media
Alan Verlander, Airstream Ventures, LLC.
Justin Smith, Airstream Ventures, LLC.
Devona Taylor, Wander Media Company
Kate Strickland, Wander Media Company
Andy Kesling, Citrus Golf Trail/Sun 'N Lake Golf Club
Phil Hatfield, Citrus Golf Trail/Inn on the Lakes
Gaylin Thomas, Heartland Cultural Alliance
Leonard Bryant, photographer

Commissioner Campbell and Lori Krinkey established that a quorum was present, and that the meeting was properly noticed. Commissioner Campbell also introduced Maritza Cristiansen and Charles Wilson as the new TDC members representing an accommodations seat and an elected municipality seat respectively.

2. Acceptance of TDC Meeting Minutes of April 28, 2022.

Commissioner Campbell inquired if there were any comments or changes to the minutes of April 28, 2022. Ms. Garren made a motion, seconded by Mr. Stewart to approve the meeting minutes. All Council members voted aye to approve the minutes. The motion carried.

3. Financial and Office Reports

Ms. Krinkey presented the revenue reports that showed a balance total for FY 21/22, through May 31, 2022, of $1,184,698.22. Revenue is up nearly 40% year-to-date and has exceeded the budget with 4 months remaining in the fiscal year.

Ms. Garren made a motion, seconded by Mr. Stewart, to approve the financial reports as presented. All Council members voted aye to approve the financial and office reports. The motion carried.

4. Marketing and Event Updates

A. Marketing and Public Relations Update

Casey Hartt presented the Highlands County Tourist Development Council Marketing and Budget update that included a PR update, destination management, event grant status, and budget update.

1. AJGA Preview Event of the Year

Ms. Hartt announced that the Visit Sebring Preview had been named the 2021 Preview of The Year by the American Junior Golf Association and showed the plaque that had been awarded.

2. Intro to Madden Media, Digital Marketing & Storytelling

Ms. Hartt also introduced Jen Carlisle and Laura Hartog from Madden Media. Ms. Carlisle and Lauren Hartog presented an overview of the digital marketing and storytelling service Madden Media would be providing Visit Sebring/Highlands County TDC in fiscal year 22/23.

B. Sports Events Update from Airstream Ventures

Alan Verlander presented the Sports Tourism quarterly report and stated Airstream Ventures should meet or exceed their annual goal with the next few events this fiscal year.

5. Items for Voting

A. Proposed 2022-2023 TDC Budget

Ms. Hartt presented the proposed 2022-2023 TDC Marketing Plan and Budget. The proposed preliminary 2022-2023 budget is $960,000. Staff will bring an updated TDC Budget in January 2023 once all fiscal year 21/22 revenues are reported.

Mr. Story made a motion, seconded by Mr. Stewart to approve the proposed marketing plan and budget. All Council members voted aye, except Ms. Garren who voted no. The motion carried.

B. 2022-2023 Citrus Golf Trail Marketing Match Request of $12,500

DRAFT

Kate Strickland and Devona Taylor of Wander Media Company presented their proposal for a digital and direct email marketing pilot program to promote the Citrus Golf Trail. Services would include content creation, strategic distribution, user engagement, reporting and analyzation. Total campaign cost is $25,000 for a 12-month agreement. The Citrus Golf Trail will pay for half of the cost, the TDC would pay the other half, $12,500 to Wander Media Company.

Mr. Story made a motion, seconded by Ms. Garren to approve Wander Media Company's proposed program for $12,500 from Cost Center 5305 Marketing and Events for fiscal year 2022/2023. All council members voted aye. The motion carried.

C. GFNY Cycling High Impact Signature Event Grant Request of $65,000/year (October 2023-2025)

Lidia Fluhme joined the meeting via phone to request a High Impact Signature Event Grant for the GFNY Cycling event for years 2023 through 2025 in the amount of $65,000 per year. After some discussion, Ms. Garren made a motion, seconded by Mr. Stewart to recommend approval of the 3-year grant (October 2023-2025) with funding up to $65,000 based on $20/verified room night. Reimbursable grant funds are to be used for promotional items, MOT/traffic/lighting fees, facility rental, marketing & graphic design, post-race meal for athletes and audio/visual. Funds to come from Cost Center 5305 for Marketing and Events. All Council members voted aye. The motion carried.

D. Lacrosse New Year Shootout (January 6-8, 2023). New Event Grant requesting up to $80,000 year #1 (2023) and up to $80,000/year for years #2 (2024) and #3 (2025)

Alan Verlander presented the New Event Grant request for Lacrosse New Year Shootout. After some discussion, it was determined that the event dates would not be helpful to develop more tourism for Highlands County. Mr. Stewart made the motion to postpone the motion indefinitely, seconded by Mr. Story. All council members voted aye. The motion was postponed indefinitely.

E. Sebring Multisport date change request to October 2023 (from October 2022)

Ms. Hartt presented the request from Integrity Multisport to change the date of the Sebring Multisport from October, 2022 to October, 2023. Mr. Story made a motion to approve the request, seconded by Mr. Stewart. All council members voted aye. The motion carried.

6. Old Business/Discussion

A. Grant Review Committee Update

Leah Sauls provided an update of the latest Grant Review Committee meeting that was held on June 27, 2022. No major changes were made. The County is now requiring Certificates of Insurance and the grant applications have been updated to notify applicants of this requirement. Grant awardees will also be asked to complete the Post Event Grant Report and will be invited to present their post event report if they would like to do so.

B. Agritourism Forum Update

Ms. Hartt provided an update of the Agritourism Forum set for September 13-14, 2022. It is the area's first Agritourism Forum. It is designed for anyone interested in starting or expanding an agritourism business. The Forum is co-hosted by Visit Sebring / Highlands County Tourist Development Council (TDC), Florida Agritourism Association, Highlands County Extension / IFAS, Highlands County Farm Bureau, and the Greater Sebring Chamber of Commerce.

C. Tourism Awards Update

Ms. Hartt provided an update on the Tourism Awards that will be presented at the next Tourist Development Council meeting on October 27, 2022. She suggested future Tourism Award presentations be conducted at the April TDC meetings.

D. Update on Istokpoga Fishing Tournament Improvement Projects

Ms. Sauls, Commissioner Campbell, and Ms. Krinkey gave updates on the Lake Istokpoga Fishing Tournament Improvement Projects. The 100 - foot dock and pavilion at the end of the dock was rebuilt. Engineering plans for the 96 additional pull-through trailer parking spots was completed and waiting for permit approval from South Florida Water Management District. Forty feet was added to the existing floating dock. Plans for construction of a 150-foot dock have been suspended due to water depth and excessive native plant vegetation. FWC has been asked to consider amending the grant to fund adding an additional 40-feet to the existing dock in lieu of constructing a second dock.

7. Public Input

Public comment was given by Gaylin Thomas, President, Heartland Cultural Alliance. Ms. Thomas praised the TDC's accomplishments and noted that the Art and Culture community could use more support.

8. Board Member Roundtable

Time was made available for board member roundtable discussion.

9. Upcoming Meetings & TDC-Sponsored Events

A. Florida Governor's Conference on Tourism; Aug. 31 – Sept. 2
B. Motosurf/Motoskate; Aug. 20-21
C. High School Lacrosse; Aug. 27-28
D. Florida Outdoor Writers Association (FOWA) Conference; Sept. 7-11 (Visit Sebring presentation Sept. 10)
E. Agritourism Forum; Sept. 13-14
F. High School Lacrosse; Sept. 17-18
G. GFNY Marathon & Cycling; Oct. 22-23
H. TDC Board Meeting & Tourism Awards Presentation; Oct. 27

10. Adjournment

Commissioner Campbell adjourned the meeting at 10:15 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

DRAFT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request adoption of Resolution 21-22-175 for Budget Amendment 21-22-122 to add additional funds to Project#18007 Heron St. from Hammock Rd. to Howey Rd.**

STATEMENT OF ISSUE

On March 12, 2019, The HCBCC entered into Small County Outreach Program (SCOP) Agreement #436641-1-54-01 with FDOT in connection with the design and construction for the widening and resurfacing of Heron St. from Hammock Rd. to Thrush Rd. (approximately 1.00 miles). The funds identified in the agreement is $1,001,791.00. During the construction period, the economy experienced unprecedented inflation in materials and fuel costs. It was estimated by the Road & Bridge Department that there would be a funding shortfall of approximately $220,546.00. The Engineering Department consulted with FDOT to obtain the additional funds necessary to complete the project. FDOT graciously agreed to cover the funding shortfall for construction and in-house CEI services. Attached Supplemental Agreement No. 01 and Revised Exhibit B (also being presented to the Board for approval today) provides this additional funding needed to fully fund the project.

The Board Assistant Attorney has reviewed and approved Resolution #21-22-175 for Budget Amendment 21-22-122.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-122 and adopt Resolution # 21-22-175 in the amount of $220,546.00.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of $220,546.00 and will be appropriated in Project 18007 (Heron St. Roadway Improvements.) All monies herein will be reimbursable to FDOT under their grant funding program.

Attachments: 21-22-122 Project 18007 Heron St Roadway Improvements (BA).pdf
21-22-122R Project 18007 Heron St Roadway Improvements (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 17, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/15/2022** SUBMITTED BY: **JD Langford, P.E., Assistant County Engineer**

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

PROJECT(S) #: **18007** PROJECT TITLE(S): **Heron St. Roadway Improvements** COST CENTER TITLE(S): **Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3344950Z	Project DOT Grant	18007	964,628.46	220,546.00		1,185,174.46
E	151	4102A	56301Z	Project Capital Infrastructure	18007	964,628.46	220,546.00		1,185,174.46
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to increase the overall budget to the project adding $220,546.00 of additional funding from Florida Department of Transportation (FDOT).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-122**

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

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-175

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-122 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-122 is hereby approved and authorized to appropriate additional funding from Florida Department of Transportation (FDOT) for Project 18007 Heron St. Roadway Improvements to cover the funding shortfall for construction for an increase in the amount of $220,546.00.

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 6th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 9/6/2022

PRESENTER: **Liz Barber, Legislative Affairs & Grant Coordinator**

SUBJECT/TITLE: **Request approval of the American Rescue Plan Act (ARPA) Subrecipient Agreement with Sun 'N Lake Improvement District**

STATEMENT OF ISSUE

Previously, at a regularly scheduled BOCC Meeting on May 17, 2022, the Board voted 3-2 to approve and fund nine (9) water projects in the Sun 'N Lake Improvement District using American Rescue Plan Act (ARPA) funds. These projects were previously vetted by our contracted ARPA consultant, GSG, and determined to be an appropriate use of ARPA funds based on the U.S. Treasury's Final Rule.

On the June 21, 2022 meeting a budget amendment was voted on 3-2 to create the funding mechanism to fund these projects accordingly.

The agreement brought to you for consideration today is a subrecipient agreement between the County and the Sun 'N Lake Improvement District for the ARPA grant funds. This agreement was drafted by the County Legal team, and has been presented and approved by the Sun 'N Lake Improvement District Board of Supervisors.

RECOMMENDED ACTION

Move to approve the American Rescue Plan Act (ARPA) Subrecipient Agreement with Sun 'N Lake Improvement District for up to $561,000 for 9 water projects.

Attachments: ARPA signed by SNL doc.pdf

AMERICAN RESCUE PLAN ACT (ARPA)
SUBRECIPIENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between Highlands County, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("GRANTOR or County") and the Sun 'N Lake Improvement District, an independent special district organized and existing under the laws of the State of Florida, 5306 Sun N Lake Boulevard, Sebring, Florida 33872 ("SUB-RECIPIENT").

This Agreement is entered into based on and subject to the following representations:

Pursuant to 2 C.F.R. §200.1 and §200.92, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

As defined by 2 C.F.R. §200.1 and §200.74, "pass-through entity" means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

As defined by 2 C.F.R. §200.1 and §200.93, "sub-recipient" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.

As defined by 2 C.F.R. §200.1 and §200.38, "Federal award" means Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.

As defined by 2 C.F. R. §200.1 and §200.92, "subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.

WHEREAS, the SUBRECIPIENT submitted a proposal to the GRANTOR for a program that it has certified as compliant with the terms of the American Rescue Plan Act (ARPA).

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

1. **The Sub Award.** GRANTOR will award and release to SUB-RECIPIENT a sum of up to Five Hundred Sixty-one Thousand One Hundred and 00/100 Dollars ($561,100.00) from its American Rescue Plan Act fund (the "Grant") pursuant to the payment terms set forth herein.

2. **Use of Funds.** Grant funds in the amount of up to Five Hundred Sixty-one Thousand One Hundred and 00/100 Dollars ($561,100.00) shall be used by SUB-RECIPIENT for the sole purpose of the projects described in **Exhibit "A"** attached hereto (Approved Projects).

3. **Term.** Program and expenditures must be performed during the term of this Agreement, from the Effective Date through December 31, 2023, unless expressly extended by the parties.

4. **Payment of Funds.**

a. GRANTOR agrees to reimburse SUB-RECIPIENT for costs and expenses actually incurred and paid by SUB-RECIPIENT in accordance with the Approved Project under this Agreement in an amount not to exceed Five Hundred Sixty-one Thousand One Hundred and 00/100 Dollars ($561,100.00).

b. The total amount paid to SUB-RECIPIENT in accordance herewith is subject to adjustment by GRANTOR if a substantial change is made in the Approved Project that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Funds to be reimbursed in accordance herewith shall not have been expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

c. Costs and expenses charged against the funds to be reimbursed in accordance herewith shall be incurred in accordance with the American Rescue Plan and the Federal Treasury's guidance, Office of Budget and Management Guidance, the County's purchasing policies and the Federal regulations attached hereto as **Exhibit "B"**.

d. On or before the twentieth (20th) day of each month, SUBRECIPIENT shall submit pay applications to the County for the prior month, setting forth the actual costs and expenditures of SUB-RECIPIENT in accordance with this Agreement. No later than thirty (30) days after the natural expiration or termination of this Agreement, SUB-RECIPIENT shall submit a final pay application. The County shall notify SUB-RECIPIENT if a pay application or part thereof is not approved. If approved, payment will be remitted by the County.

d. Any funds from the sub award which are not paid to the SUB-RECIPIENT will remain in the GRANTOR'S ARPA Fund and will be available for other appropriations.

5. **SUB-RECIPIENT Representations and Responsibilities.**

a. SUB-RECIPIENT has familiarized itself with the nature and extent of this Agreement and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect SUB-RECIPIENT's performance under this Agreement.

b. SUB-RECIPIENT represents and warrants to the GRANTOR that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and the rights granted in it; and that its performance of this

Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander, or any other rights of any nature whatsoever, or violate any federal and state laws or County ordinances. The GRANTOR will not determine or exercise control as to general procedures or formats necessary for SUBRECIPIENT to meet this obligation.

c. SUB-RECIPIENT represents and warrants to the GRANTOR that the Grant funds are necessary to accomplish the financial requirements of its Fiber Optic Cable Project.

d. SUB-RECIPIENT shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. SUB-RECIPIENT shall adopt such additional financial management procedures as may from time to time be prescribed by the GRANTOR if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. SUB-RECIPIENT shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

e. Any item of expenditure by SUB-RECIPIENT under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the GRANTOR, the GRANTOR'S external Auditor, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the County's ARPA Funding Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUB-RECIPIENT, shall become SUB-RECIPIENT's liability, to be paid by SUB-RECIPIENT from funds other than those provided by the GRANTOR under this Agreement or any other agreements between the GRANTOR and SUB-RECIPIENT. This provision shall survive the expiration or termination of this Agreement.

f. SUB-RECIPIENT must comply with all federal audit requirements related to a sub-award and its records must be available for review by the GRANTOR and appropriate officials.

g. Final payment request(s) under this Agreement must be received by the GRANTOR no later than thirty (30) days after the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by the GRANTOR after this date without authorization from the GRANTOR. In consideration of the execution of this Agreement by the GRANTOR, SUB-RECIPIENT agrees that acceptance of final payment from the GRANTOR will constitute an agreement by SUB-RECIPIENT to release and forever discharge the GRANTOR, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions,

causes of action or suits of any nature whatsoever, which SUB-RECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. SUB-RECIPIENT's obligations to the GRANTOR under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the GRANTOR and as required by any Federal regulations governing ARPA funds or the sub award which is the subject of this Agreement. Such requirements shall include, without limitation, submitting final reports to the GRANTOR and providing any closeout-related information requested by the GRANTOR by the deadlines specified by the GRANTOR. This provision shall survive the expiration or termination of this Agreement.

6. **Cooperation in Monitoring and Evaluation.**

a. The GRANTOR shall monitor, evaluate, and provide guidance and direction to SUB-RECIPIENT in the conduct of the Approved Project under this Agreement. The GRANTOR may require SUB-RECIPIENT to take corrective action if deficiencies are found.

b. SUBRECIPIENT shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the GRANTOR, the U.S. Government Accountability Office, or the Comptroller General of the United States and SUBRECIPIENT agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

7. **Auditing, Records and Inspection.** In the performance of this Agreement, the SUB-RECIPIENT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the SUB-RECIPIENT, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

8. **Permits and Compliance with Laws.** SUBRECIPIENT will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state, and federal laws, rules and regulations which must be obtained or met in connection with the Approved Project.

9. **Independent Contractor Status.** The parties agree that SUB-RECIPIENT, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the GRANTOR for any purpose. SUB-RECIPIENT and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the GRANTOR'S human resources manual and may not be considered a GRANTOR employee for workers' compensation or any other purpose. SUB-RECIPIENT, its agents, employees, contractors, or subcontractors, are not authorized to represent the GRANTOR or otherwise bind the GRANTOR in any way.

10. **Default and Termination.** If SUB-RECIPIENT fails to comply with any condition of this Agreement at the time or in the manner provided for, the GRANTOR may terminate this Agreement if the default is not cured within fifteen (15) days after written notice is provided to SUB-RECIPIENT. The notice will set forth the items to be cured. If this Agreement is terminated pursuant to this Section, SUBRECIPIENT will repay to the GRANTOR any Grant funds already delivered to SUBRECIPIENT for the Approved Projects.

11. **Representatives**

a. **GRANTOR'S Representative.** The GRANTOR'S Representative for the purpose of this Agreement shall be the GRANTOR'S County Administrator or such other individual as the County Administrator shall designate in writing. Whenever approval or authorization from or communication or submission to the GRANTOR is required by this Agreement, such communication or submission shall be directed to the GRANTOR'S Representative and approvals or authorizations shall be issued only by such Representative.

Notice to County: Highlands County
Attention: County Administrator
600 N. Commerce Avenue
Sebring, Florida 33870

b. **SUBRECIPIENT's Representative.** SUBRECIPIENT's Representative for the purpose of this Agreement shall be the SUBRECIPIENT's District Manager or such other individual as SUBRECIPIENT shall designate in writing. Whenever direction to or communication with SUBRECIPIENT is required by this Agreement, such direction or communication shall be directed to SUB-RECIPIENT's Representative; provided, however, that in exigent circumstances when SUB-RECIPIENT's Representative is not available, the GRANTOR may direct its direction or communication to other designated SUBRECIPIENT personnel or agents.

Notice to District: Sun 'N Lake of Sebring Improvement District
5306 Sun N Lake Boulevard
Sebring, Florida 33872

12. **Indemnity/Waiver of Claims.**

a. To the fullest extent permitted by law, SUB-RECIPIENT agrees to defend, indemnify, and hold the GRANTOR and its agents, officials, representatives, employees, and officers (collectively referred to for purposes of this Section as the GRANTOR) harmless against all third-party claims, demands, suits, damages, losses, and expenses, including reasonable attorney fees, which arise out of, relate to, or result from SUB-RECIPIENT's (i) negligence, or (ii) willful or reckless misconduct.

b. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s). SUB-RECIPIENT's indemnification obligations under this Section shall be without regard to and without any right to contribution from any insurance maintained by the GRANTOR.

c. Should any indemnitee described herein be required to bring an action against SUB-RECIPIENT to assert its right to defense or indemnification under this Agreement or under SUB-RECIPIENT's applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines SUB-RECIPIENT was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

d. SUB-RECIPIENT also waives all claims and recourse against the GRANTOR or its officers, officials, agents, or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement except responsibility for its own fraud, for willful injury to the person or property of another, or for violation of law, whether willful or negligent.

e. These obligations shall survive termination of this Agreement.

13. **Insurance.**

a. In addition to and independent from the above required Indemnification, SUB-RECIPIENT shall at SUBRECIPIENT's expense secure insurance coverage as it deems necessary and appropriate. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by SUBRECIPIENT in this Section.

b. The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the GRANTOR without limit and without regard to the cause therefore and which is acceptable to the GRANTOR and SUBRECIPIENT shall furnish to the GRANTOR accompanying certificates of insurance and accompanying endorsements.

c. GRANTOR, its officers, officials, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the SUB-RECIPIENT's General Liability policy. The insurance and required endorsements must be in a form suitable to the GRANTOR and shall include no less than a thirty (30) day notice of cancellation or non-renewal. The GRANTOR must approve all insurance coverage and endorsements prior to delivery of Grant funds to SUBRECIPIENT. SUBRECIPIENT shall notify GRANTOR within two (2) business days of SUBRECIPIENT's receipt of notice that any required insurance coverage will be terminated or SUBRECIPIENT's decision to terminate any required insurance coverage for any reason.

14. **Nondiscrimination and Equal Pay.**

a. SUB-RECIPIENT agrees that all hiring by SUB-RECIPIENT of persons performing services for SUB-RECIPIENT or for funds secured by this Grant Agreement shall be based on merit and qualifications. SUB-RECIPIENT will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. SUB-RECIPIENT will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction.

b. SUBRECIPIENT represents it is, and for the term of this Agreement will be, in compliance with the requirements of the American Rescue Plan Act.

c. SUBRECIPIENT shall require these nondiscrimination terms of its subcontractors providing services under this Grant Agreement.

14. **Public Meetings.** Meetings of SUB-RECIPIENT that pertain to the receipt or expenditure of the funds being awarded to the SUB-RECIPIENT by the GRANTOR pursuant to this Agreement are subject to the open meeting requirements of Florida law and ARPA.

15. **Access to Public Records.** The SUB-RECIPIENT shall comply with Florida Statutes, Chapter 119 and any ARPA public records requirements pertaining to this Agreement and the funding awarded in accordance herewith.

16. **Entire Agreement and Modification.** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding. This Agreement may not be modified except by written agreement signed by both parties.

17. **No Assignment.** SUB-RECIPIENT may not subcontract or assign SUB-RECIPIENT's rights, including the right to payments, or any other rights or duties arising hereunder, without the prior written consent of the GRANTOR.

18. **No Third-Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assigns. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity.

19. **Non-Waiver**. A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

20. **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.

21. **Joint Authorship.** This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

22. **Venue and Jury Trial.** In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida or the appropriate Federal Court. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

23. **Employment Eligibility Verification (E-Verify).** Pursuant to Florida Statutes, Section 448.095, the SUB-RECIPIENT shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees as well as all newly hired employees. In addition, the SUB-RECIPIENT shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the SUB-RECIPIENT stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the SUB-

RECIPIENT must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the SUB-RECIPIENT'S breach of this provision, any and all such costs shall be paid by the SUB-RECIPIENT immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

IN WITNESS WHEREOF, Agreement is hereby effective on the date signed by the last party (Effective Date).

HIGHLANDS COUNTY, a political subdivision of the State of Florida

_____
Kathleen A. Rapp, Chairman
Dated: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

SUN 'N LAKE OF SEBRING IMPROVEMENT DISTRICT

By: _____
Print: RAYMOND BROOKS
Dated: 8-19-22

ATTEST:

_____
_____, District Manager

EXHIBIT "A"

Project	Project Description	Cost
Wastewater Utilities Bypass Pump for Emergency Use and Power Outage at Vulnerable Locations including Advent Hospital, Elementary and Junior High School and Nursing Home/Assisted Living	Install Thompson Bypass Pumps at 4 master lift stations serving regional hospital, two schools and one nursing home/assisted living. This will provide uninterrupted sewer service in case of power outage.	$340,000.00
Water System Remote Pressure Sensor	Install pressure sensors on potable water lines at 6 lift stations in out-laying areas to detect pressure loss and potential line breaks.	$3,500.00
Improved water quality and disinfectant residual by the installation of Water System Automatic Flushing Stations in six outlying and dead-end areas	Installation of six (6) automated water flushing valves in remote and out-laying areas of the water distribution system. These valves will help keep the water "fresh" and maintain the required chlorine residual to improve water quality.	$42,000.00
Improve energy efficiency for wastewater lift stations by the installation of variable frequency drive (VFD) units and control panels	Variable Frequency Drive reduce electric use and wear on lift station motors and panels. The district will install 4 VFDs on master lift stations.	$42,500.00
Improve water quality by maintaining a uniform disinfectant levels in storage tank and reduction of disinfection byproducts (TTHM/HAA5) by mixing	Installation and operation of large-scale Tank Mixer for the potable water ground storage tank. Chemicals and water will stratify without mixing.	$39,500.00
Improve water quality by maintaining a uniform disinfectant levels in the distribution system by installation of 4 booster stations in out-laying areas	Install four chlorine booster pumps and tanks to add chlorine in outlaying and remote areas of the distribution system.	$24,000.00
Improve reliability for Back Up Water Supply from adjacent utility	District installed an automatic pressure regulating valve for backup supply for adjacent municipal utility. This project will install a backup power supply for this valve in case of power outage or emergency. The first customer is the hospital.	$22,300.00
Unit 16 Wastewater Treatment Plant analyzer to manage chlorine residual in treatment and new chlorine injection system to manage the disinfectant in the distribution system	Plant has an outdated analyzer to detect chlorine residual in the treatment process and could use a new injection system and point of injection to improve the disinfection process at the plant.	$27,500.00
Unit 23 Wastewater Treatment Plant Dissolved Oxygen Meter and Variable Frequency Drive (VFD) with Jesco Smart chlorine pumps tied to plant blower to improve treatment and energy efficiency	Plant has an outdated dissolved oxygen meter and this project will add a new meter, new Variable Frequency Drive (VFD) unit, and new chlorine injection to improve the treatment processes and energy efficiency.	$19,800.00
	TOTAL	$561,100.00

EXHIBIT "B"
FEDERAL REQUIREMENTS

The SUB-RECIPIENT acknowledges that the Approved Project is being funded with American Recovery Plan Act funds and hereby agrees to comply and require its Contractors to comply with the following specific Federal requirements and regulations:

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

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

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

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

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

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

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

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

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

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

covered transactions.

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

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

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

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

Form within three business days of COUNTY's request.

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request approval of Professional Services Agreement between Highlands County and Jones Edmunds & Associates, Inc. for Design Services for Class I Landfill Expansion Pursuant to RFP No. 22-004 and Budget Amendment 21-22-132.**

STATEMENT OF ISSUE

Attached for your approval is a Professional Services Agreement between Highlands County and Jones Edmunds & Associates, Inc. for Design Services for Class I Landfill Expansion Pursuant to RFP No. 22-004 in the amount of $1,771,564.00 and Budget Amendment 21-22-132.
The general scope of work for this project includes the design, permitting and construction engineering of the next eighteen (18) acres Class I Landfill Cell No. 5 at the Highlands County Solid Waste Management Center. The scope of services is divided into three parts as follows:
Part I – Preliminary Engineering Report ($159,206.00)
Part II – Design and Permitting Engineering Services ($417,291.00)
Part III – Construction Engineering, Administration, Observation, and Testing Services ($932,511.00).
Total Base Scope of Services for Landfill Cell No. 5 = $1,509,008.00
In addition, cost estimates for two (2) alternates listed as Alternates A and B were requested to be submitted by Jones Edmunds & Associates, Inc.
Alternate A involves the design and permitting of future Cell No. 7 in conjunction with the design and permitting of Cell No. 5 in the amount of $138,272.00.
Alternate B involves the design, permitting and construction engineering, administration, and observation of modifications to existing Cell No. 3 in the amount of $124,284.00.
The total cost for the base scope of services along with the alternates is $1,771,564.00.
There are currently funds in the amount of $1,000,000.00 in Cost Center 4210 (Refuse Disposal), Account 53100Z (Project Professional Services), Project 21078 – Landfill Cell No. 5 and funds in the amount of $3,999,879.30 in Cost Center 4210 (Refuse Disposal), Account 56300Z (Project Improvements) Project 21078 – Landfill Cell No. 5.
Funds in the amount of $771,564.00 will need to be reallocated within Cost Center 4210 (Refuse Disposal), from Account 56300Z (Project Improvements) to Account 53100Z (Project Professional Services) for Project 21078 – Landfill Cell No. 5 to complete the base scope of services plus alternates.

RECOMMENDED ACTION

Move to approve Professional Services Agreement between Highlands County and Jones Edmunds & Associates, Inc. for Design Services for Class I Landfill Expansion Pursuant to RFP No. 22-004 in the amount of $1,771,564.00 for the base scope of services and alternates, and Budget Amendment 21-22-132.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget as this budget amendment is transferring $771,564.00 within Project #21078.

Attachments: 21-22-132 Project 21078 Landfill Cell Expansion (BA).pdf
2022-08-25-PECON-HighlandsCo-22-004.pdf

REVIEWED
O.M.B DEPARTMENT
August 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/16/2022** SUBMITTED BY: **Clinton Howerton, Jr., P.E., County Engineer**

FUND(S): **401** FUND TITLE(S): **Solid Waste Enterprise** COST CENTER(S) #: **4210**

PROJECT(S) #: **21078** PROJECT TITLE(S): **Landfill Cell No. 5** COST CENTER TITLE(S): **Refuse Disposal System**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	401	4210	56300Z	Project Improvements	21078	4,000,000.00		771,564.00	3,228,436.00
E	401	4210	53100Z	Project Professional Services	21078	1,000,000.00	771,564.00		1,771,564.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to reallocate funds from 56300Z (Project Improvements) to 53100Z (Project Professional Services) in the amount of $771,564 for design of the new landfill cell expansion.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-132**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

JonesEdmunds

LETTER OF TRANSMITTAL

TO	Lori DeLoach, CPPB Purchasing Analyst Highlands County Board of County Commissioners 600 S. Commerce Avenue Sebring, Fl 33870	DATE	August 25, 2022
		PROJ #	95884-055-21
		RE:	RFP 22-004

WE ARE SENDING YOU VIA:

☐ U.S. Mail ☐ UPS Next Day *Tracking Number:* ☒ UPS Ground *Tracking Number: 1ZF626R20392432370* ☐ Federal Express *Tracking Number:* ☐ Hand Delivery

THE FOLLOWING DOCUMENTS:

# Copies	Description
2	Signed copies of Professional Services Agreement RFP 22-004, Design Services for Class I Landfill Expansion

TRANSMITTED AS CHECKED BELOW:

☐ As requested.
☒ For signature.
☐ For your file.
☐ Please mail a fully executed copy for our file to the address below OR
☒ Please return a fully executed PDF for our file (email contractservices@jonesedmunds.com)
☐ Please return all copies. One fully executed copy will be returned for your file.
☐ Please provide a Certificate of Insurance as per the Contract Terms & Conditions.

Copies to: Ken Vogel, PE

Signed: Linda Lyles

Linda Lyles
Contracts Specialist
llyles@jonesedmunds.com

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

HIGHLANDS COUNTY, FLORIDA

AND

JONES, EDMUNDS & ASSOCIATES, INC.

FOR

DESIGN SERVICES FOR CLASS I LANDFILL EXPANSION
PURSUANT TO
RFP NO.: 22-004

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and JONES, EDMUNDS & ASSOCIATES, INC., 730 N.E. Waldo Road, Gainesville, Florida 32641, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY competitively solicited for professional services for HIGHLANDS COUNTY FOR THE Class I Landfill Expansion pursuant to the COUNTY's Purchasing Policy and RFP 22-004; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFP 22-004; and,

WHEREAS, the CONSULTANT has certified to the COUNTY that it has been granted and possesses all necessary, valid and current licenses to do business in the State of Florida and in Highlands County, Florida, issued by the respective government agencies responsible for regulating and licensing the services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth.

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

ARTICLE 1.0 - DEFINITIONS

The following are definitions for the terms as associated with this Agreement, whether capitalized or uncapitalized herein, and are provided to establish a common understanding between the parties regarding the intended usage, application and interpretation of same.

1.01 "ADDITIONAL SERVICES" - Additional services shall mean any professional services which are not included within the scope of services set forth in Article 2.00, which are included within the additional services set forth in Article 4.00 or which may from time to time be requested by the COUNTY.

1.02 "AGREEMENT" - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits "A", "B", "C", any other documentation by specific reference and any Amendment hereto and shall constitute the entire Agreement or understandings,

written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this Agreement. To the extent of any conflict between the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

1.03 "AMENDMENTS" - Amendments shall mean any additions, modifications, or alterations made to this Agreement. All Amendments shall be made in writing.

1.04 "COUNTY" - COUNTY means the HIGHLANDS COUNTY, a political subdivision of the State of Florida, and any official and/or employee thereof who is duly authorized to act on the COUNTY's behalf, relative to this Agreement.

1.05 "CONSULTANT" - Consultant shall mean the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services required under the covenants, terms, and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONSULTANT shall also include any employees of the CONSULTANT, as well as any sub-consultants, sub-contractors or employees thereof, who are engaged by the CONSULTANT for the purpose of performing professional services pursuant to this Agreement.

1.06 "PARTIES" - Reference to the "parties" shall collectively include the COUNTY and the CONSULTANT.

1.07 "PROFESSIONAL SERVICES" - Professional Services (with or without capitalization) include all services, work, materials and other professional, technical and administrative activities as set forth herein, which are necessary to be provided and performed by the CONSULTANT, its employees, any and all sub-consultants, and any and all sub-contractors the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions contained herein.

1.08 "PROJECT MANAGER" - The COUNTY PROJECT MANAGER shall mean the COUNTY Administrator, or a designee thereof. The COUNTY PROJECT MANAGER shall be responsible for acting on behalf of the COUNTY to administer, coordinate, interpret, and otherwise manage the contractual provisions and requirements as set forth in this Agreement and/or any Amendment(s) hereto. The COUNTY PROJECT MANAGER shall also serve and act on behalf of the COUNTY to provide direct contact and communication between the COUNTY and the CONSULTANT, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT, pursuant to this Agreement and/or any Amendment(s) hereto. The COUNTY PROJECT MANAGER shall also review and approve any and all requests submitted by the CONSULTANT for payment of services performed pursuant to this Agreement.

1.09 "NOTICE OF ACCEPTANCE" - Notice of Acceptance shall mean the written document issued by the COUNTY PROJECT MANAGER to the CONSULTANT verifying the Professional Services have been completed and accepted. This Notice shall be provided to the CONSULTANT by Certified Mail.

1.10 "NOTICE TO PROCEED" - A written Notice to Proceed (NTP) will be issued by the COUNTY PROJECT MANAGER following the execution of this Agreement and upon receipt of the CONSULTANT's insurance certificates and other required documentation. The CONSULTANT shall only be authorized to commence work after issuance of the NTP.

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES

The CONSULTANT hereby agrees to provide and perform the professional services, to the satisfaction of the COUNTY, as set forth in the PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached hereto as **Exhibit "A",** as the same may be amended from time to time.

ARTICLE 3.00 - TERM

The term shall begin on the date of execution by the COUNTY and shall expire upon completion and acceptance of the tasks set forth in Exhibit "A" as evidenced by a written Notice of Acceptance issued by the COUNTY PROJECT MANAGER to the CONSULTANT.

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT, with respect to the services provided herein, shall include, but are not limited to, the following:

4.01 LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and/or any Amendment(s) hereto, all licenses required to do business in the State of Florida and the Highlands County, including, but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL

(1) Qualified Personnel - The CONSULTANT agrees to employ and/or retain only qualified personnel where Florida law requires a license, certificate of authorization or other form of legal entitlement to practice such services.

(2) CONSULTANT's Project Manager - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT's Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the COUNTY.

(3) Removal of Personnel - The CONSULTANT agrees to promptly remove and replace the CONSULTANT's Project Manager or any other individual in its employ, including sub-consultant(s) or employees thereof, who are engaged by the CONSULTANT to perform professional services pursuant to this Agreement, and/or any Amendment(s) hereto, if the COUNTY requests, with or without cause, that any such individual cease performance of any work under this Agreement.

(4) Consistency - CONSULTANT's personnel assigned to the COUNTY's project shall remain assigned to the COUNTY's project, so long as employed by the CONSULTANT, in the capacity necessary to fulfill the scope of this Agreement. Any changes in personnel must be approved in writing by the COUNTY, in the sole discretion of the COUNTY.

4.03 STANDARDS OF PROFESSIONAL SERVICE

The CONSULTANT agrees to provide and perform the professional services set forth in this Agreement, or any Amendment(s) hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT pursuant to this Agreement.

4.04 INDEMNIFICATION

Subject to limitations of Florida law, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising from a third-party claim, all to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. Consultant shall have the right to control the defense and settlement of any claim for which indemnification is sought, provided that Consultant may not enter into any settlement that requires an admission of wrongdoing by any indemnitee without that indemnitee's consent. Consultant's obligations under this Article are contingent upon the party seeking indemnification provided timely notice of the claim, such that the defense is not materially prejudiced, and such reasonable assistance with the defense as Consultant may request.

4.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the COUNTY, any non-public information where such information has not been properly subpoenaed concerning the services rendered by the CONSULTANT. All public information request shall be coordinated by the COUNTY.

4.06 ADDITIONAL SERVICES

The COUNTY may request that CONSULTANT provide and perform additional professional services related to the COUNTY's project, which were either not contemplated by the parties and provided for in Exhibit "A" which are set forth as ADDITIONAL SERVICES. Said additional services may be added at a later date, upon written Amendment to this Agreement executed by both parties hereto. Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, provisions and professional standards set forth herein.

4.07 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

4.08 USE OF SUB-CONSULTANTS

Sub-consultants and/or sub-contractors shall mean any individual or firm who offers professional services to the CONSULTANT, so as to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement and/or any Amendment(s) hereto. The COUNTY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any other agreement entered into by the CONSULTANT and any and all sub-consultants and/or sub-contractors. In providing and performing the services and work required under this Agreement, the CONSULTANT agrees to obtain assistance from only those sub-consultants, as set forth in **Exhibit "D"**.

4.09 CONSTRUCTION DOCUMENTS

(1) CONSULTANT agrees to issue conformed documents as necessary to provide clear and concise documents to the COUNTY for constructability at no additional cost.

(2) All revisions to construction documents shall be tracked on the documents by the CONSULTANT, providing, at a minimum, the last 5 revisions, the date of revision and a brief description of the revision.

ARTICLE 5.00 - OBLIGATIONS OF THE COUNTY

The obligations of the COUNTY, with respect to the services provided herein, shall include the following:

5.01 AVAILABILITY OF COUNTY INFORMATION

At the CONSULTANT's request to the COUNTY PROJECT MANAGER, the COUNTY agrees to make available all pertinent information, known by the COUNTY to be available, so as to assist the CONSULTANT in providing and performing the professional services required hereunder. Such information may include, but not be limited to, the following: previous reports, plans, drawings, specifications, maps or other related data, and any documents prepared by others for the COUNTY. The CONSULTANT shall be entitled to reasonably rely on the accuracy and completeness of such information; however, the COUNTY shall not be required to hire additional consultants for professional evaluation or to draw conclusions on information provided.

5.02 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that its PROJECT MANAGER shall be available within a reasonable period of time, with prior reasonable notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the professional services to be provided hereunder. The COUNTY further agrees that its PROJECT MANAGER shall respond, within a reasonable period of time, to written requests submitted by the CONSULTANT.

5.03 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, upon request by the CONSULTANT to the COUNTY’s PROJECT MANAGER, to provide access to COUNTY property, facilities, buildings and structures, within a reasonable amount of time after such request, in order to enable the CONSULTANT to provide and perform the required professional services under this Agreement. Such rights of access shall not be exercised in such a manner, or to such an extent, as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the health and safety of the public. Such access is not required to be within the CONSULTANT's normal office work days and/ or work hours.

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONSULTANT pursuant to this Agreement, the COUNTY hereby agrees to pay the CONSULTANT in accordance with the provisions set forth by Florida Statutes, Section 218.70, Florida's Prompt Payment Act, and the schedule and provisions as set forth in PROFESSIONAL FEE ALLOCATION, attached hereto as **Exhibit "B"**

6.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the COUNTY and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination and the permitted costs related to the performance of such services.

(2) In the event of termination of this Agreement due to the fault of the CONSULTANT or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services completed prior to the effective date of termination which have resulted in a usable product or otherwise tangible benefit to the COUNTY and the permitted costs related to the performance of such services. Any such payments shall be subject to a set-off for any damages incurred by the COUNTY resulting from delays occasioned by the termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the professional services required to be performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of suspension and shall pay the permitted costs related to the performance of such services.

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled or decreased due to (a) termination; (b) suspension, in whole or in part; or (c) modification by the subsequent issuance of an Amendment, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses or for any other anticipated income or expenses.

ARTICLE 7.00 - FUND AVAILABILITY

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the use of the CONSULTANT for any work which may fall within the scope of services listed herein.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

Upon receipt of the Notice to Proceed from the COUNTY Project Manager, the CONSULTANT shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner. In providing the professional services contemplated by this Agreement, the CONSULTANT shall follow the PROJECT SCHEDULE attached hereto as **Exhibit "C"** as the same may be amended from time to time. The timely performance and completion of the professional services is vitally important to the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement, and/or any Amendment(s) hereto.

8.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion by the CONSULTANT of all professional services provided under this Agreement, and/or any Amendment(s) hereto, is expected. The CONSULTANT agrees to employ an adequate number of personnel throughout the term of this Agreement, and/or any Amendment(s) hereto, so that all professional services can be provided, performed and completed in a timely and expeditious manner in accordance with the PROJECT SCHEDULE. Should the CONSULTANT not be able to complete the professional services in accordance with Exhibit "C", the CONSULTANT shall provide the COUNTY PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The COUNTY PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the COUNTY PROJECT MANAGER, it shall then become the schedule for the project as referenced in this ARTICLE 8.00. Requests for changes to Exhibit "C" that are denied by the COUNTY PROJECT MANAGER may be proposed as an Amendment to the Agreement and shall become effective if approved and executed as such by both of the parties.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide and/or perform any of the professional services required pursuant to this Agreement in a timely, continuous, diligent, professional and expeditious manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY's attention in writing. The COUNTY will make a determination in a timely manner. Upon determination that there is a

conflict of interest, the COUNTY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the COUNTY determines that there is not any such conflict, then the COUNTY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the COUNTY's prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the COUNTY, as provided herein, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 – ASSIGNMENT OR TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL

This Agreement shall be governed by the ordinances of HIGHLANDS COUNTY, as applicable, and the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the COUNTY of a breach of any provision of this Agreement by the CONSULTANT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS

(1) The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the COUNTY's Risk Management Department.

(2) The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the work under this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

(3) All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.

(4) The CONSULTANT shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

A. AUTOMOBILE:

i. Combined Single Limit: $1,000,000 per accident,

OR

ii. Bodily Injury: $1,000,000 per person,

AND

Property Damage: $1,000,000 per accident;

B. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

C. GENERAL AGGREGATE: One Million Dollars ($1,000,000.00).

D. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

E. WORKERS' COMPENSATION:
The Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

F. PROFESSIONAL LIMITED LIABILITY INSURANCE: The Consultant shall have and maintain professional liability insurance with a limit not less than $2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated in this Article 13.00.

(2) For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

A. The name of the insured CONTRACTOR,
B. The specified job by name and job number,
C. List "HIGHLANDS COUNTY, a political subdivision of the State of Florida" as a Certificate Holder,
D. Recognizes the Indemnification requirements of this Agreement. "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
E. The name of the insurer,
F. The number of the policy,
G. The effective date,
H. The termination date,
I. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

(3) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the COUNTY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.

(4) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

(5) Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required hereunder, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

(6) The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy secured by CONSULTANT for any of its sub-contractors. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or its sub-contractors providing such insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT and the rights and remedies available hereunder, shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, and/or any Amendment(s) hereto shall only represent the COUNTY in the manner, and to the extent, as specifically set forth in this Agreement, and/or any Amendment(s) hereto. The COUNTY will neither assume or accept any obligation, commitment, responsibility or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any Amendment(s) hereto.

ARTICLE 16.00 - USE OF COUNTY NAME, LOGO AND/OR SEAL

The CONTRACTOR may only use the COUNTY'S name, logo and/or seal with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

ARTICLE 17.00 - HEADINGS

The headings of any Articles, Sections and/ or Attachments to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the COUNTY. Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the COUNTY. The CONSULTANT, at its expense, may retain copies of all documents generated pursuant to this Agreement, which have been delivered to the COUNTY, for reference and internal use. The CONSULTANT shall not use any documents, data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the COUNTY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO COUNTY

All notices to the COUNTY pursuant this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Board of County Commissioners of Highlands County
600 S. Commerce Avenue
Sebring, Florida 33870
ATTENTION: Laurie Hurner, Interim County Administrator

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@roperpa.com

19.02 NOTICES BY COUNTY TO CONSULTANT

All notices to the CONSULTANT pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Jones, Edmunds & Associates, Inc.
730 N.E. Waldo Road
Gainesville, Florida 32641
ATTENTION: Stanley F. Ferreira, President

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in this Article 19.00.

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS

This Agreement may be terminated by the COUNTY or the CONSULTANT, with or without cause, by giving thirty (30) days written notice to the other party.

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONSULTANT shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONSULTANT shall be appointed in any proceeding brought by or against the CONSULTANT, or if the CONSULTANT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONSULTANT's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

20.03 CONSULTANT TO DELIVER MATERIAL

Upon termination for any reason, the CONSULTANT shall promptly deliver to the COUNTY all documents, papers, drawings, models or any other materials to which the COUNTY has exclusive rights by virtue of this Agreement.

ARTICLE 21.00 - AMENDMENTS

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.

ARTICLE 22.00 - ADMINISTRATIVE PROVISIONS

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

ARTICLE 23.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated.

ARTICLE 24.00 - PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER

The CONSULTANT is an Equa1 Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

ARTICLE 26.00 - 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.

ARTICLE 27.00 - JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONSULTANT, for a

period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONSULTANT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

ARTICLE 29.00 - PUBLIC RECORDS

(1) Pursuant to Florida Statutes, Section 119.0701:

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

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

(2) CONSULTANT agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the COUNTY to perform the services set forth herein.

B. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

C. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.

D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE 31.00 - SOVEREIGN IMMUNITY

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount, set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONSULTANT must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONSULTANT shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees

performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONSULTANT stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONSULTANT must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONSULTANT's breach of this provision, any and all such costs shall be paid by the CONSULTANT immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 33.00 - SCRUTINIZED COMPANIES

By execution of this Agreement, CONSULTANT hereby certifies that it is not on the scrutinized companies list. This Agreement may be terminated by the COUNTY, without penalty to the COUNTY: i) in the event that the CONSULTANT is put on the scrutinized companies list prohibited by Florida Statutes, Section 287.135, or ii) if the COUNTY determines that the CONSULTANT falsely certified to the COUNTY that the CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Florida Statutes, Section 287.135.

ARTICLE 34.00 - TRUTH IN NEGOTIATION CLAUSE

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the COUNTY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2022.

HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chair

ATTEST:

_____
Jerome Kaszubowski
Clerk of the Circuit Court

CONSULTANT

_____
Print: Stanley F. Ferreira, Jr., PE

Title: President and CEO

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was executed before me this 25th day of August, 2022, by Stanley F. Ferreira, Jr. as President and CEO of Jones, Edmunds & Associates, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Consultant, and who is personally known to me.

(stamp)

Kathy M. Mercer-Miller
NOTARY PUBLIC

KATHY M. MERCER-MILLER
MY COMMISSION # GG 325556
EXPIRES: July 18, 2023
Bonded Thru Notary Public Underwriters

HIGHLANDS COUNTY
PROFESSIONAL SERVICES
FOR CLASS I LANDFILL EXPANSION
RFP NO: 22-004
JONES EDMUNDS OPPORTUNITY NO. 95884-055-21

INTRODUCTION/BACKGROUND

The Highlands County Board of County Commissioners (BCC) selected Jones Edmunds (Consultant) as part of RFP No: 22-004 to assist with the design, permitting, regulatory requirements, solicitation documents, project management, and construction-phase services for a cell expansion to the Highlands County Solid Waste Management Center's Class I Landfill.

The Highlands County Solid Waste Management Center (HCSWMC) is at 12700 Arbuckle Creek Road, approximately 10 miles east of Sebring, Florida, and has been in continuous operation since 1996. The 147-acre HCSWMC is owned and operated by Highlands County and consists of a Class I Municipal Solid Waste (MSW) Landfill, a Construction and Demolition Debris (C&DD) Landfill, and an Agricultural Plastics (Ag-Plastic) Landfill on the northwest portion of the 987-acre property in Section 22, Township 34 South, and Range 30 East. The Class I active disposal areas are Cell 1A (9 acres), Cell 1B (9 acres), and Cell 3 (18 acres). Future expansions include Cells 2, 4, and 5 through 8 (18 acres for each cell). The HCSWMC also operates an active 11-acre Construction and Demolition Debris (C&DD) Landfill consisting of two disposal cells, Phase I (7 acres) and Phase 2 (4 acres), and an Ag-Plastic Landfill (6 acres) within the HCSWMC. A Site Master Plan drawing showing the proposed layout of the HCSWMC has been developed by others. The core components of the Class I Landfill include the cells; landfill gas collection and control system (GCCS) with an enclosed ground flare; and landfill leachate collection, treatment, and sprayfield irrigation systems.

Filling operations have progressed to a point that construction of Cell 5 will need to commence construction in Fiscal Year (FY) 2022/23. The County seeks professional services to assist with preparing design and bid documents and furnishing project management services to facilitate the construction of Cell 5. In 2008, a Site Master Plan was prepared for HCSWMC to guide and facilitate development of the full landfill area that will be used as a guide for this work.

SCOPE OF SERVICES

Professional services include the design and permitting of the next 18-acre Class I Landfill cell including siting and environmental clearances; fill sequencing and liner phasing; geotechnical stability; facilities planning; traffic flow and cell access layout; groundwater monitoring plan, leachate system layout and management, and leachate treatment system; grading, drainage, and erosion control; stormwater pollution control; drainage structures

and detention basins; pumping systems; landfill expansion and optimization; air permitting; final cover and closure design plans; preparation of bid documents; bid services; construction administration and management; construction observation; construction quality control and assurance, certification of construction completion; acquisition of permits; modification of permit to operate; and initial startup operation support services. The work includes preparing a preliminary engineering report (PER) that will summarize the preliminary design elements, site investigations, preliminary construction cost estimate, and any options for developing the cell for consideration by the County. Comments from the County will be incorporated in the final PER and will be used for the basis of the final design.

The Scope of Services includes three parts as follows:

- Part 1 – Preliminary Engineering Report.
- Part 2 – Design and Permitting Engineering Services.
- Part 3 – Construction Engineering, Administration, Observation, and Testing Services.

A more detailed description of the work is provided in the following sections of this Scope of Services.

Part 1 – Preliminary Engineering Report

The Scope of Services for Part 1 include initial discussion and coordination with Highlands County Engineering and Solid Waste Department management staff to identify keys issues and concerns for designing Cell 5. The Consultant expects that the Cell 5 bottom-liner geosynthetic system will be substantially equivalent to the double bottom-liner system in the existing cells to include a geosynthetic clay liner, double geomembrane system, and protective-cover sand. As part of developing the PER, necessary field work and testing to permit and design Cell 5 will be completed and evaluated. Field work and testing will include surveying and geotechnical and hydrogeological site investigations including laboratory testing of soils needed to sufficiently support the design of Cell 5.

Using the results of the collected field and testing data, a portion of which will be developed as part of Part 2 of this Scope of Services, the Consultant will prepare a PER summarizing the findings of the field and laboratory work, conceptual cell layout, and design considerations for future cells.

Task 1.1 – Project Management

Project management services will include the following:

- Designate a single point of contact, preferably the Chief Engineer, for the duration of the work.
- Submit monthly invoices, including updated schedules, budget analysis, time log for personnel with pay scale, and projected monthly work tasks with monthly invoices.
- Attend a minimum of one project management meeting (virtually) per month during Parts 1 and 2 of the project not to exceed 12 months for Parts 1 and 2 of this proposal. The project management meetings may include reviewing the project status and issues relating to the project. Additional site visits for project kick-off, field investigations, oversight of subcontractors, and other technical-related issues are included in other sections of this proposal.

Task 1.2 – Project Meetings

The Consultant will conduct meetings to ensure that the County is well informed of the status and progress of the project and to provide the County the opportunity to comment and direct the Consultant during the progress of the work. Meetings will be held virtually to control project costs. In addition to the project management meeting identified in Task 1.1, expected meetings that will be required for the project are as follows:

- Project Kick-Off and Coordination Meeting (onsite).
- Progress Review Meetings held monthly for the duration of Parts 1 and 2 to be concurrent with the meetings listed above.

The meetings will include key members of the Consultant's team and County staff.

Task 1.3 – Fieldwork and Laboratory Testing

The Consultant will prepare and provide to the County for review and comment a field and laboratory testing plan that includes required investigations, surveys, and testing to perform the work. This work may include topographic surveying by a Florida Professional Surveyor and Mapper; field geotechnical, environmental, and hydrogeological investigations; and field and laboratory testing parameters. Consultant will subcontract a geotechnical and materials testing firm to perform the subsurface investigations. Costs associated with the field and testing work, whether performed by the Consultant or subcontractors, are included in this Scope of Services and Fees for the Consultant. Subconsultants and subcontractors will be properly licensed and experienced in the work being performed.

1.3A – Fieldwork and Laboratory Testing for Cell 7

This Task includes the fieldwork and laboratory testing for Cell No. 7 in addition to Cell No. 5.

1.3B – Fieldwork and Laboratory Testing for Cell 3 Modification

This Task the fieldwork and testing for the modifications to the existing gravity leachate collection and detection system from Cell No. 3 as it ties into Lift station No. 1B such that the leachate system ties into a separate lift station for Cell No. 3 with forcemain from the new Cell No. 3 lift station to the existing Lift Station No. 1B.

Task 1.4 – Preliminary Engineering Report

The Consultant will provide a PER that summarizes the site work performed, test results, and initial development plan for Cell 5. The PER will incorporate input provided by County staff and will generally include the following sections:

- Executive Summary.
- History and Background.
- Evaluation Approach and Methods.
- Field Work and Testing Summary.
- Conceptual Design Layout Details, including:
    - Bottom Liner Configurations.
    - Leachate Collection.
    - Early Landfill Gas Collection.

  - Traffic Routing and Cell Access.
  - Final Cover.
  - Airspace and Design Life Estimates.
  - Leachate Treatment System and Sprayfield Irrigation System Modification or Expansion.
  - Landfill Gas Treatment System Modification or Expansion and Air Permitting.
  - Groundwater Monitoring.
- Permitting Process Description and Identification of Potential Issues.
- Estimate of Material of Construction Quantities.
- Estimated Construction Cost.
- Project Schedule.
- Consultant's Recommendation for Cell 5 Landfill Design.

1.4A – Preliminary Engineering Report for Cell 7

This Task includes providing the detail information, as noted in Task 1.4, for Cell No. 7 in the Preliminary Engineering Report.

1.4B – Preliminary Engineering Report for Cell 3 Modification

This Task includes the PER effort to develop the conceptual design to modify the existing gravity leachate collection and detection system from Cell 3 where it ties into Lift station No. 1B. This would include modifications so that the leachate system ties into a separate lift station for Cell 3 with a force main from the new Cell 3 lift station to the existing Lift Station No. 1B.

The PER will evaluate options that are available to the County for the development of the new cell and related facilities.

The final design will be based on information and recommendations made in the PER and accepted by the County. The PER will be the basis of design with the detailed design and permitting work to be completed in Part 2 of the project.

PART 2 – DESIGN AND PERMITTING ENGINEERING SERVICES

The Scope of Services for Part 2 include engineering services to provide detailed design and permitting documents based on the final design option selected in Part 1 of this Scope of Services. Building on the information collected in Part 1 of the project, the scope will include preparing detailed design calculations, preparing and submitting permit application(s) meeting the most current regulations for submittal to regulatory agencies with permitting jurisdiction for the project, preparing permit drawing set(s), responding to requests for information from the regulatory agencies, and reviewing draft and final permit documents for completeness.

The design and permitting Scope of Services include permitting for the new Class I cell in accordance with Florida Department of Environmental Protection (FDEP) requirements for solid waste disposal facilities – solid waste permit, Title V air permit for landfill gas, and an Environmental Resource Permit (ERP) for stormwater and water-quality-related issues – in addition to the work summarized in the section above.

The following sections describe the tasks included in the Scope of Services Part 2.

Task 2.1 – Project Management

The Consultant will provide ongoing Project Management as described in Task 1.1.

Task 2.2 – Project Meetings

The Consultant will conduct meetings to ensure that the County is well informed of the status and progress of the project and provide the County with the opportunity to comment and direct the Consultant during preparing the report and design elements. The minimum expected meetings that will be required for the project are as follows:

- Coordination Meeting (included in Task 1.1).
- Permitting Agency Preapplication Meeting(s).
- Design Review Meetings (onsite) to be scheduled to coincide with the monthly Project Management meetings at key milestones of completion, including the following:
    - Water Quality and Environmental Monitoring.
    - Stormwater Management System.
    - Base Grading and Line Slope.
    - Bottom Liner Configuration.
    - Leachate Collection System.
    - Landfill Gas Collection System.
    - Leachate Treatment System Modification or Expansion and Sprayfield Irrigation System.
    - Landfill Gas Treatment System Modification or Expansion and Air Permitting.
    - Stormwater System Design.
    - Landfill Sequencing Plan.
    - Conceptual Final Cover.
    - Other significant completion points that would require County review and approval to proceed as needed.
- Additional meetings included in this phase of the work include:
    - 60%, and 90% Design Drawing Completion Review Meetings (onsite).
    - Permit Application Review Meeting(s) for each permit application prepared for submittal to a regulatory agency (virtual).

All meetings will include key members of the Consultant's team and County staff.

Task 2.3 – Fieldwork and Laboratory Testing

The Consultant will prepare and provide a field and laboratory testing plan for the County's review that includes required investigations, surveys, and testing to perform the work. This work may include topographic surveying by a Florida Professional Surveyor and Mapper; field geotechnical, environmental, and hydrogeological investigations; field and laboratory testing parameters; and any other investigations that may be required to complete the detailed design of the project. This work will build on and supplement the fieldwork and testing completed in Part 1 of the project. Costs associated with the field and testing work performed by the Consultant or subcontracted will be included in this Scope of Services for the Consultant. If using subcontractor and/or subconsultant services, the Consultant will endeavor using local consultants for the work. Subconsultants and subcontractors will be properly licensed and experienced in the work being performed. This task includes GCL-leachate compatibility testing that is performed during the design phase.

Task 2.4 – Design and Permitting

The Consultant will provide detailed design calculations and supporting documents for systems and assemblies including but not limited to the liner system; leachate collection and control systems; piping; geotechnical; slope stability analysis; stormwater systems; gas collection and treatment systems; leachate treatment and spray irrigation systems; and other required design information as required by federal, state, and local regulations and current good engineering practice.

The design will be based on the PER prepared in Part 1 of the project. The design will be documented as part of the required permit application(s) of the project. Any design information not submitted as part of the permit application(s) will be provided to the County in supplemental reports for the County's records. The Consultant will also prepare periodic engineer's opinion of construction cost estimates at significant milestones of the design to keep the County informed on the construction cost impacts.

During preliminary design and permitting, the Consultant will provide preliminary Design Documents at the 60%, and 90% levels of completion for approval before proceeding with the 100% Design Documents. Permit documents will be based on the 60% complete drawings and will include the FDEP solid waste permit application, South Florida Water Management District stormwater permit application (if necessary), FDEP National Pollutant Discharge Elimination System (NPDES) generic stormwater permit for site construction application, and Title V/New Source Performance Standards (NSPS) permit. The Consultant will coordinate and facilitate preapplication meetings with regulatory agencies when applicable. The Consultant will prepare the agenda and sufficient information for the preapplication meeting(s) so that the regulatory agency can provide the County and Consultant with proper direction regarding permit application requirements and submittal documents. The Consultant will also prepare meeting minutes for the preapplication meetings and distribute them to attendees to document the meeting and direction provided at those meetings.

The permit applications prepared by the Consultant will include the following sections as well as the permit-specific required sections:

1. Introduction Providing General Project Permit Information.
2. Permit Application Form(s).
3. Engineering Report.
4. Supporting Documentation including operations and other plans, calculations, maps, figures, testing results, field reports, and drawings.
5. Revised HCSWMC Operations Plan.
6. Revised Water-Quality Monitoring Plan.
7. Permit Drawings and Specifications.
8. Financial Information including cost estimates and financial assurance supporting documentation.

The Consultant will prepare the applications to the specific outline and format based on their experience and knowledge for the type of permit submittal and the direction of the regulatory agencies, if applicable, from the preapplication meeting(s). All requirements of the permit being applied for will be addressed in the Consultant's application.

The Consultant will be responsible for all costs and fees associated with the permit applications including but not limited to permit application fees, publication of all notices in a publication of general circulation in Highlands County, and additional permit fees as required related to RAI review or as required by the permitting agency. An allowance for permitting fees is provided as part the Fee Estimate, to be used on the actual fees to be paid.

2.4A – Design and Permitting for Cell 7

This Task includes the design and permitting effort for the new Cell No. 7 in addition to Cell No. 5.

2.4B – Design and Permitting for Cell 3 Modification

This Task includes the design and permitting effort to develop the design to modify the existing gravity leachate collection and detection system from Cell 3 where it ties into Lift station No. 1B. This would include modifications so that the leachate system ties into a separate lift station for Cell 3 with a force main from the new Cell 3 lift station to the existing Lift Station No. 1B.

Task 2.5 – Request(s) for Additional Information

The Consultant will be responsible for preparing all required responses to RAIs received from the permitting agency(ies) regarding the permit applications submitted by the Consultant for the project. When an RAI is received, the Consultant will review the questions and schedule a meeting with the County to review the questions and preliminary responses to the RAI. The intent of this meeting is to ensure that the County and Consultant agree with the approach to the RAI response before significant effort is expended in preparing the RAI response-supporting information. When arranging the initial RAI meeting with the regulatory agency, the Consultant will schedule, coordinate, and facilitate an RAI review meeting, if determined to be needed, to address questions and responses that require discussion or clarification. The permitting agencies' comments will be addressed, and a final draft of the RAI response will be provided to the County for review. Upon receipt of final comments from the County, the Consultant will submit the final RAI responses and associated supporting information to the applicable regulatory agency for review. The Consultant assumes that the County will provide compensation as agreed to in the final negotiated Scope of Services for the first three RAIs received for permit applications to regulatory agencies.

The cost for any additional RAIs beyond the third RAI will be the responsibility of the Consultant and will be completed at no additional cost to the County unless the Consultant can demonstrate to the County that the RAI questions are due to no fault or deficiencies in the work product prepared by the Consultant. If the Consultant considers that additional fee will be required, the Consultant will consult with the County for resolution.

Upon completion of permitting and the 100% Design Documents, the Consultant will provide the County with a final Engineer's Opinion of Probable Construction Cost Estimate based on the permit documents. This cost estimate will be used as the basis for proceeding to the construction phase of the project and will allow the County to determine the funding required for the construction contract.

Task 2.6 – Draft and Final Permit Review

The Consultant will review the draft permit received from the regulatory agency(ies) for accuracy and inclusion of all permit information. Any revisions suggested by the Consultant will be reviewed by the County. The Consultant will prepare draft permit review correspondence to include the Consultant's County-accepted comments as well as comments provided by the County and submit to the applicable regulatory agency. The Consultant will review the final permit issued by the regulatory agency for completeness and make the County aware of any issues. The Consultant will notify the regulatory agency of any issues with the final permit as needed.

Task 2.7 – Construction Bid Documents

The Consultant will prepare comprehensive and complete construction plans, technical specifications, and opinions of probable construction cost of the proposed project. The Consultant will prepare the bid documents for use by the County in the Invitation to Bid (ITB) to procure the construction work. The Consultant will perform a constructability review of the bid documents to identify potential construction issues or revisions that may be needed to clarify the construction intent. The construction bid documents may include but are not limited to the following:

- Construction Bid Drawings are expected to include the following drawing sheets:
  - Cover/Title Sheet.
  - General Notes and Conditions.
  - Site Location.
  - Site Access and Limits of Construction.
  - Existing Site Conditions.
  - Proposed Site Conditions.
  - Site Preparation and Stormwater Best Management Practices (BMP) Plan.
  - Soil Base Grading Plan and Details.
  - Stormwater Management System Grading Plans and Details.
  - Liner System Installation Plan and Details.
  - Leachate Collection System Installation and Details.
  - Leachate Pump Station(s) and Details.
  - Leachate Treatment Plant and Spray Irrigation System Modification and/or Expansion and Details.
  - Landfill Gas Collection System Installation and Details.
  - Landfill Gas Treatment System and Flare Modification and/or Expansion and Details.
  - Mechanical System Plans and Details.
  - Structural Plans and Details.
  - Electrical System Plans and Details.
- Technical Specifications are expected to include the following sections:
  - Division 0, Bidding and Contracting Requirements.
  - Division 1, General Requirements:
    - Supplemental General Conditions.
    - Project Specific Conditions.
    - Summary of Work.
    - Measurement and Payment.
    - Submittal Requirements.

    - Meeting Requirements.
  - Division 2 through Division 16:
    - Specific Site Requirements.
    - Earthwork – Soils and Aggregates.
    - Geosynthetic Materials.
    - Concrete.
    - Mechanical – Pump Systems.
    - Electrical.
    - All other technical specifications required to perform the work.
- ITB Support Documentation:
  - Engineer's Opinion of Probable Construction Cost Estimate.
  - Itemized Bid Form with all items and quantities required for construction of the project.
  - Contractor Qualification Recommendation Letter.

The County will provide bid instructions, Contract Documents, general conditions, and other bid documents from the County's standard library of documents to the Consultant for review and comment as needed.

2.7A Not used

Cell No.7 will not be constructed at this time.

2.7B – Construction Bid Documents for Cell 3 Modification

This Task includes the construction bid document effort for the modification of the existing gravity leachate collection and detection system from Cell 3 where it ties into Lift station No. 1B. This would include modifications so that the leachate system ties into a separate lift station for Cell 3 with a force main from the new Cell 3 lift station to the existing Lift Station No. 1B.

PART 3 – CONSTRUCTION ENGINEERING, ADMINISTRATION, OBSERVATION, AND TESTING SERVICES

The Scope of Services for Part 3 include construction bid document preparation, bidding services, contract administration and management, field observation, Engineer-of-Record services, and construction quality-assurance testing as required in accordance with the construction drawings, specifications, construction quality-assurance plan, and Contract Documents. The Consultant will prepare scope of work and bid form documents to be used by the County for the ITB process.

The tasks described below provide a preliminary task order and general description of the expected tasks in the final scope of work to use as an initial template.

Task 3.1 – Project Management

The Consultant will provide the following services:

- Designate a single point of contact, preferably the Chief Engineer, for the duration of the work.
- Submit monthly reports, including updated schedules, budget analysis, time log for personnel with pay scale, projected monthly work tasks, and monthly invoices.
- Attend a minimum of one project management meeting (onsite) per month during Part 3 of the project not to exceed 18 months.

Task 3.2 – Project Meetings

The Consultant will coordinate meetings to ensure that the County is well informed of the status and progress of the project and to provide the County with the opportunity to comment and direct the Consultant during construction. The minimum expected meetings that will be required for the project will include the following:

- Construction Kick-Off and Coordination Meeting (onsite).
- Pre-Bid Meeting (facilitated by County Procurement and attended by the Consultant) (virtual).
- Pre-Construction Meeting (onsite).
- Construction Progress Meetings (monthly when no construction activities are occurring onsite; biweekly during active construction onsite; and weekly during placement of liner materials or other critical construction activities that require close coordination of all parties).
- Pre-Soil Subbase Installation Meeting (will be held concurrently with regularly scheduled progress meetings) (onsite).
- Pre-Liner Installation Meeting (will be held concurrently with regularly scheduled progress meetings) (onsite).
- Critical System Startup and Training Meetings as required by the construction contract and specifications (will be held concurrently with regularly scheduled progress meetings) (onsite).
- Substantial Completion Meeting and Site Review (will be held concurrently with regularly scheduled progress meetings) (onsite).
- Final Completion Meeting and Site Review (onsite).

The meetings will include key members of the Consultant's team and County staff. Meetings will be combined with other related progress and project management meetings to the extent possible.

Task 3.3 – Engineering Services during Bidding

The Consultant will assist the County during the bid process by attending the and pre-bid meetings and other meetings as needed. The Consultant will provide a general overview of the project at the meeting(s) and answer project-related questions. The Consultant will assist the County in preparing addenda for the ITB process. The Consultant will provide the County with complete and comprehensive responses to questions received during the ITB.

The Consultant will review the bids received during the ITB process for accuracy and identify any items that may need further clarification from the bidder based on the provided bid prices to verify understanding of the bid requirements. Any additional information needed by the Consultant from bidders will be communicated through the County Purchasing Department. The Consultant will not directly communicate with bidders at any time until

issuance of a Contract and purchase order to the selected Contractor. The Consultant will provide a letter documenting our review of the bids. The Consultant will assist the County to prepare documents for BCC approval as needed. If requested, the Consultant will also attend the BCC meeting to support County staff responding to any questions from the BCC.

Task 3.4 – Construction Administration Services

The Consultant will provide the County with engineering services during construction of the project. Following approval of the construction contract by the BCC, the Consultant will prepare conformed construction documents to include all revisions made to the construction documents during bidding. These conformed documents will be used by the County, Contractor, and Consultant to administer the construction contract. The level of effort included in this section is based on an estimated 12-month construction schedule.

The Consultant will serve as the County's construction contract administrator and project field representative. The Consultant will be responsible for confirming that the construction work is performed in accordance with the contract documents, permits, and other applicable requirements. The Consultant will provide full-time project oversight using qualified field representatives for the construction work being performed. The number of staff required will be sufficient to ensure that all aspects of the work are being observed and the work is properly performed to meet the requirements and intent of the design and construction contract. The County reserves the right to review the Consultant field staff's ability and coverage and, if necessary. The Consultant will coordinate with the Contractor regarding the work schedule and provide appropriate field and office personnel assigned to the work, which includes but may not be limited to the following:

- Serve as primary point of contact for construction regarding the contractual and technical aspects of the work
- Prepare and lead all construction meetings including pre-construction, progress, specific task, substantial, and final completion.
- Prepare Project Record documentation including meeting minutes, field logs, and other records.
- Review and comment on all submittals prepared by the Contractor .
- Respond to requests for information (RFIs) from the Contractor.
- Prepare interim field change agreements as required for changed or unforeseen work items that may be needed during execution of the work.
- Issue field directives and clarifications as required.
- Review pay applications and provide recommendations for County approval for payment.
- Prepare other construction-related documentation and recording instruments as required by the Contract Documents.
- Conduct Substantial and Final Completion review of the work including required punch list and tracking of project completion documentation.
- Confirm that all other construction closeout information is received including but not limited to release of lien and final payment affidavits from the Contractor.

3.4A – Not Used

Cell No.7 will not be constructed at this time.

3.4B – Construction Administration Services for Cell 3 Modification

This Task includes the construction contract administration effort to modify the existing gravity leachate collection and detection system from Cell 3 where it ties into Lift station No. 1B.

Task 3.5 – Construction Quality Assurance

The Consultant will provide full-time construction quality assurance (CQA) observation during construction of the Class I Expansion. FDEP requires a site-specific CQA Plan that requires full-time observation by the CQA engineer or the engineer's designee at all times during construction of the liner system, including the preparation of the subgrade, placement of the geosynthetic clay liner (GCL), installation of the primary and secondary geomembranes and geocomposites, installation of the leachate collection system, and placement of the drainage and protective layer over the primary liner to ensure that the underlying geosynthetics are not damaged during construction. The Consultant's Resident Observer(s) (CRO) will perform the CQA monitoring duties described in the CQA Plan. Because of the size of the project, more than one CRO will be required to observe some phases of construction.

A CRO will be on site during dewatering, earthwork, and stormwater system modification activities. The Contractor's working times are up to 10 hours per day, 6 days per week excluding holidays and Sundays. During non-critical construction, the Consultant assumes that one CRO will be onsite up to 40 hours per week. During critical construction activities such as geosynthetic installation and protective cover placement, an additional CRO will be present to observe and document these activities. During critical construction activities such as the geosynthetic installation, the Consultant assumes that two CROs will be onsite up to 6 days per week, 10 hours a day The Consultant shall coordinate closely with the Contractor regarding work schedule and sequence so that appropriate field and office personnel are available and assigned to the work. CRO(s) will coordinate testing schedules, prepare daily observation reports, take photographs, attend progress meetings, and review preliminary draft pay requests.

The geosynthetic materials installation shall be observed and documented by qualified personnel with experience with geosynthetic projects and associated CQA methods. Liner installation will be documented daily by the Consultant and include panel placement figure, panel placement, trial welds, seam control, destructive tests, and repairs. Testing results will be compiled and organized in a format that can be easily referenced and used for construction completion reporting.

3.5A – Not used

Cell No.7 will not be constructed at this time.

3.5B – Construction Quality Assurance for Cell 3 Modification

This Task includes the construction quality assurance effort to modify the existing gravity leachate collection and detection system from Cell 3 where it ties into Lift station No. 1B.

Task 3.6 – Construction Quality Assurance Testing

The Consultant will provide all required construction quality-assurance (CQA) testing as required by the project permits, CQA plan, technical specifications, and construction contract. All field and laboratory testing will be performed by a qualified and certified (when applicable) construction and materials testing consultant(s) meeting the minimum requirements of all applicable standards and regulations. The Consultant will adhere to all chain-of-custody and testing standards. Results for all testing will be received in a timely manner that does not cause delay to the schedule and progress of the construction Contractor. The technical specifications for construction will include the required times needed for testing so that the construction Contractor can properly plan and perform the work. CQA testing will include field observation for geosynthetics installation. All geosynthetics will be observed using qualified field representatives with experience with geosynthetics projects and associated CQA methods. Multiple field representatives will be required during liner installation to ensure proper observation of the field installation crew. All testing results will be compiled and organized in a format that can be easily referenced and used for construction completion reporting.

All costs associated with this work performed by the Consultant or subcontractor will be included in the Scope of Services and Fees for the Consultant. If using a subcontractor and/or subconsultant services, the Consultant will endeavor using local firms and companies for the work. All subconsultants and subcontractors will be properly licensed and experienced in the work being performed.

3.6A – not used

Cell No.7 will not be constructed at this time.

3.6B – Construction Quality Assurance Testing for Cell 3 Modification

This Task includes the construction quality assurance testing effort to modify the existing gravity leachate collection and detection system from Cell 3 where it ties into Lift station No. 1B.

Task 3.7 – Construction Completion Certification and Project Closeout

The Consultant will ensure that all construction closeout documentation, operations and maintenance plans, product and material data sheets, startup forms, warranties, and other related documentation are organized and provided to the County in hard copy and electronic format (PDF). A project completion manual will include at a minimum all necessary documentation that the County may need to reference during operations.

The Consultant will prepare a Construction Completion Certification Report to submit to all applicable regulatory agencies to receive approval to commence operations in the new landfill cell. This will include but not be limited to FDEP solid waste operations and stormwater permits. The Consultant will prepare the report(s) to be all-inclusive of the information needed for approval and will provide additional information to the regulatory agencies as required to receive approval.

The Consultant will provide the County with a conformed final Construction Completion Certification Report incorporating all as-built revisions upon final acceptance and approval

by the regulatory agencies for the operation of the new landfill cell. This report will include a final Record Drawing set in hard copy and electronic format (PDF and AutoCAD) for the County's records.

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Exhibit "B" - Compensation, Method of Payment and Invoicing

COMPENSATION

The fee for the Scope of Services Parts 1 through 3 will be billed on a time and materials not-to-exceed basis. Table 2 presents the estimated fee for each project task. The actual expenditures for each individual task may exceed these estimated task budgets; however, the Consultant will only incur costs exceeding the total not-to-exceed amount with prior written authorization from the County to incur such costs. Table 2 shows the fees for each task. A detailed fee estimate is provided in Attachment A.

Table 2 Compensation

Tasks	Total Cost
Part 1 – Preliminary Engineering Report	$ 159,206.00
Part 2 – Design and Permitting Engineering Services	$ 417,291.00
Part 3 – Construction Engineering, Administration, Observation, and Testing Services	$ 932,511.00

Tasks	Total Cost
Total Base Scope of Services	**$1,509,008.00**
Option A – Cell 7 Design and Permitting	$ 138,272.00
Option B – Cell 3 Modifications (Design, Permitting, and Construction)	$ 124,284.00
Total Base Scope of Services, Cell 7 and Cell 3 Modification	**$1,771,564.00**

ASSUMPTIONS, EXCEPTIONS, AND CONDITIONS

The Scope of Services and Fee for this work are based on the following assumptions, exceptions, and conditions:

1. The time and materials not-to-exceed fee is based on the Consultant's current understanding of the project needs and site conditions. If the Scope of Services changes from our current understanding, the Consultant will notify the County and discuss how to proceed.
2. This proposal is based on the development of one new cell of approximately 18 acres.
3. Building permits are the responsibility of the Contractor. The County Building Department will perform inspections and approvals related to building permits.

4. Ecological-, wildlife-, and wetlands-related investigations are excluded from this Scope of Services.
5. County zoning and land use-related issues are excluded from this Scope of Services.
6. To reduce costs, the Consultant will correspond via email, combine site visits and progress meetings with other projects, and conduct meetings by telephone/virtual as much as possible.
7. To minimize impacts to operations and to reduce costs, the Contractor will be limited to 12 months of actual onsite construction.
8. The Consultant has included a limited number of site visits based on similar project completion schedules. If changes to the construction schedule or performance of the Contractor results in the need for additional site visits, the Consultant will contact the County to discuss how to proceed.
9. Bid assistance is limited to a single ITB.
10. If the project completion schedule is delayed or extended because of factors not under the direct control of the Consultant, additional fees may be necessary to the complete the work.
11. Reviewing Contractor submittals is limited to one initial submittal and one follow-up submittal. Reviewing additional submittals and/or requests for material substitutions will require additional fees to complete the reviews/evaluations. The Consultant will review and return submittals, RFIs, and other construction-related correspondence within 14 working days.
12. Design costs to expand the GCCS system are excluded from this Scope of Services except for the early gas collection system in the new cell.
13. Attachment A, Fee Estimate, lists the expected hours intended as documentation and justification for the total cost of the project. Deviations or changes in the hours will not be reason for nonpayment if the total project cost has not been exceeded.
14. The Contractor shall be responsible to prepare Records Drawings to be reviewed by the Consultant.
15. Work not specifically included in this Scope of Services is excluded.

ATTACHMENT A - FEE ESTIMATE

HIGHLANDS COUNTY CLASS I LANDFILL EXPANSION
RFP NO: 22-004

JonesEdmunds
August 9, 2022
95884-055-21

Task	Description	Principal Engineer	Chief Engineer 2	Senior Engineer 2	Engineer 2	Engineer 1	Senior Scientist	Engineering Intern	Senior Designer	CEI Project Administrator/ CEI Project Engineer	Senior Inspector	Inspector	Secretary /Clerical	Total Hours	Labor Fee	Other Direct Costs	Subcon-sultant	Total Fee
		$ 260	$ 244	$ 239	$ 192	$ 135	$ 166	$ 104	$ 120	$ 166	$ 109	$ 94	$ 99					
Part 1 Preliminary Engineering Report																		
1.1	**Project Management** (13 weeks)	4	13	-		-	-	-	-	-	-	-	4	21	$ 4,608	$ -	$ -	$ 4,608
	Subtotal	4	13	-	-	-	-	-	-	-	-	-	4	21	$ 4,608	$ -	$ -	$ 4,608
1.2	**Project Meetings**																	$ -
	Monthly Progress Meetings	-	12	-	-	-	-	-	-	-	-	-	6	18	$ 3,522	$ 1,200	$ -	$ 4,722
	Project Kick-Off and Coordination Meeting (1, onsite)	2	8	8	2	8	8	-	8	-	-	-	4	48	$ 8,532	$ 300	$ -	$ 8,832
	Subtotal	2	20	8	2	8	8	-	8	-	-	-	10	66	$ 12,054	$ 1,500	$ -	$ 13,554
1.3	**Fieldwork and Laboratoty Testing**																	
	Review Existing Data for the Site	-	2	4	8	-	8	8	-	-	-	-	-	30	$ 5,140	$ -	$ -	$ 5,140
	Field Work Coordination and Supervision (part time)	-	2	-	8	-	-	40	4	-	-	-	4	58	$ 7,060	$ -	$ -	$ 7,060
	Topographic Survey (Allowance for Subcontractor)	-	2	-	-	-	-	8	-	-	-	-	2	12	$ 1,518	$ -	$ 25,000	$ 26,518
	Hydrogeologic/Geotechnical Investigation (Madrid)	-	2	-	8	-	8	-	-	-	-	-	-	18	$ 3,352	$ -	$ 50,000	$ 53,352
	Data Review and Results	-	2	4	8	-	8	8	-	-	-	-	2	32	$ 5,338	$ -		$ 5,338
	Subtotal	-	10	8	32	-	24	64	4	-	-	-	8	150	$ 22,408	$ -	$ 75,000	$ 97,408
1.3A	*Additional Effort for Cell 7 Fieldwork and Labortory Testing*		*8*	*4*	*24*	-	*12*	*32*	-				*4*	*84*	*$ 13,232*	$ -	*$ 40,000*	*$ 53,232*
1.3B	*Additional Effort for Cell 3 Fieldwork and Laboratory Testing*		*8*	*24*	-	-	-	*40*	*24*				*4*	*100*	*$ 15,124*	$ -		*$ 15,124*
1.4	**Preliminary Engineering Report**																	
	Cell Design Elements	1	2	4	8	-	-	24	40	-	-	-	-	79	$ 10,536	$ 550	$ -	$ 11,086
	Leachte Treatment System and Sprayfield Evaluation	-	2	4	-	-	8	-	-	-	-	-	-	14	$ 2,772	$ -	$ -	$ 2,772
	Final Cover Design, Life Span and Capacity Estimates	1	2	2	8	-	-	8	40	-	-	-	-	61	$ 8,394	$ -	$ -	$ 8,394
	Construction Cost Estimate and Material Quantities	-	2	4	-	-	-	16	-	6	-	-	4	32	$ 4,500	$ -	$ -	$ 4,500
	Project Schedule	-	2	-	-	-	-	8	-	2	-	-	-	12	$ 1,652	$ -	$ -	$ 1,652
	Draft PER	1	2	4	8	-	-	40	16	-	-	-	8	79	$ 10,112	$ -	$ -	$ 10,112
	Final PER	1	2	4	-	-	-	16	8	-	-	-	8	39	$ 5,120	$ -	$ -	$ 5,120
	Subtotal	4	14	22	24	-	8	112	104	8	-	-	20	316	$ 43,086	$ 550	$ -	$ 43,636
Subtotal Part 1		10	57	38	58	8	40	176	116	8	-	-	42	553	$ 82,156	$ 2,050	$ 75,000	$ 159,206
1.4A	*Additional Effort for Cell 7 PER*	-	*4*	*4*	*16*	-	*20*	*20*	*40*	-	-	-	*4*	*108*	*$ 15,600*	$ -	*$ -*	*$ 15,600*
1.4B	*Additional Effort for Cell 3 PER*	-	*4*	*16*	-	-	-	*24*	*24*	-	-	-	*4*	*72*	*$ 10,572*	$ -		*$ 10,572*
Part 2 Design and Permiting Engineering Services																		
2.1	**Project Management** (39 weeks)	12	72	-		-	-	-	-	-	-	-	12	96	$ 21,876	$ -	$ -	$ 21,876
	Subtotal	12	72	-	-	-	-	-	-	-	-	-	12	96	$ 21,876	$ -	$ -	$ 21,876
2.2	**Part 2 Project Meetings**																	
	Monthly Progress Meetings (1 per month, 9 months)	-	9	9	-	-	-	9	-	-	-	-	2	29	$ 5,481	$ -	$ -	$ 5,481
	Permitting Agency Pre-application (virtual)	-	2	2	-	-	-	2	-	-	-	-	-	6	$ 1,174	$ -	$ -	$ 1,174
	60% Construction Drawings Design review (onsite)	-	8	-	-	-	-	8	-	-	-	-	-	16	$ 2,784	$ 300	$ -	$ 3,084
	90% Construction Drawings Design review (onsite)	-	8	-	-	-	-	8	-	-	-	-	-	16	$ 2,784	$ 300	$ -	$ 3,084
	Permit Application Revew (virtual)	-	2	2	-	-	-	2	-	-	-	-	-	6	$ 1,174	$ -	$ -	$ 1,174
	90% Design review (onsite)	-	8	8	-	-	-	8	-	-	-	-	-	24	$ 4,696	$ 300	$ -	$ 4,996
	Subtotal	-	37	21	-	-	-	37	-	-	-	-	2	97	$ 18,093	$ 900	$ -	$ 18,993
2.3	**Fieldwork and laboratoty Testing and Results Evaluation**																	

ATTACHMENT A - FEE ESTIMATE

HIGHLANDS COUNTY CLASS I LANDFILL EXPANSION
RFP NO: 22-004

JonesEdmunds
August 9, 2022
95884-055-21

Task	Description	Principal Engineer	Chief Engineer 2	Senior Engineer 2	Engineer 2	Engineer 1	Senior Scientist	Engineering Intern	Senior Designer	CEI Project Administrator/ CEI Project Engineer	Senior Inspector	Inspector	Secretary /Clerical	Total Hours	Labor Fee	Other Direct Costs	Subcon-sultant	Total Fee
		$ 260	$ 244	$ 239	$ 192	$ 135	$ 166	$ 104	$ 120	$ 166	$ 109	$ 94	$ 99					
	Testing, Coordination, Scheduling, and Review	-	4	-	4	8	-	24	24	-	-	-	-	64	$ 8,200	$ 330	$ -	$ 8,530
	Geotechnical, Hydrogeologic, or Geosynthetic Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ 10,000	$ 10,000
	Subtotal	-	4	-	4	8	-	24	24	-	-	-	-	64	$ 8,200	$ 330	$ 10,000	$ 18,530
2.4	**Design and Permitting**																	
	Development of 60% and 90% Drawings	2	32	32	-	32	24	40	200	-	-	-	16	378	$ 54,024	$ 2,750	$ -	$ 56,774
	Permitting Documents for ERP	2	8	4	20	8	-	40	80	-	-	-	8	170	$ 22,900	$ (2,900)	$ -	$ 20,000
	Permitting Documents for Solid Waste	2	24	40	40	80	8	160	40	-	-	-	8	402	$ 57,976	$ 13,050	$ -	$ 71,026
	Permitting Documents for Title V	-	8	4	20	8	-	80	40	-	-	-	4	164	$ 21,344	$ 2,550	$ -	$ 23,894
	Permitting Documents for Industrial Wastewater	2	8	20	-	20	-	40	40	-	-	-	4	134	$ 19,308	$ 550	$ -	$ 19,858
	Revised Water Quality Monitoring Plan	-	8	2	-	4	16	16	4	-	-	-	4	54	$ 8,166	$ -	$ -	$ 8,166
	Revised GCCS Operations Plan	-	4	2	8	4	-	24	4	-	-	-	4	50	$ 6,902	$ -	$ -	$ 6,902
	Revised HCSWMC Operations Plan	-	4	2	8	4	-	20	4	-	-	-	4	46	$ 6,486	$ -	$ -	$ 6,486
	Revised Leachate Management Plan	-	2	8	-	4	-	6	4	-	-	-	4	28	$ 4,440	$ -	$ -	$ 4,440
	Financial Assurance Documentation	-	2	4	-	-	-	40	-	-	-	-	2	48	$ 5,802	$ -	$ -	$ 5,802
	Notifications to Elected Officials	-	2	-	-	4	-	4	-	-	-	-	4	14	$ 1,840	$ -	$ -	$ 1,840
	Public Advertisements	-	2	-	-	2	-	2	-	-	-	-	4	10	$ 1,362	$ -	$ -	$ 1,362
	Subtotal	8	104	118	96	170	48	472	416	-	-	-	66	1,498	$ 210,550	$ 16,000	$ -	$ 226,550
2.4A	*Additional Effort for Cell 7 Design and Permitting*	*2*	*40*	*40*	*60*	*40*	*12*	*80*	*160*	-	-	-	*32*	*466*	$ *69,440*	$ -	$ -	$ *69,440*
2.4B	*Additional Effort for Cell 3 Modification Permitting*		*4*	*16*	-	-	-	*24*	*40*				*4*	*88*	$ *12,492*	$ -		$ *12,492*
2.5	**Request(s) for Additional Information**																	
	Review and Respond to RAI's	4	8	24	8	20	24	40	40				16	184	$ 27,492	$ -	$ -	$ 27,492
	Subtotal	4	8	24	8	20	24	40	40	-	-	-	16	184	$ 27,492	$ -	$ -	$ 27,492
2.6	**Draft and Final Permit ReviewReview**																	
	Draft Permit Review and Comments	2	2	4	-	8	8	8	-	-	-	-	4	36	$ 5,600	$ -	$ -	$ 5,600
	Final Permit Review and Comments	-	-	2	-	4	4	4	-	-	-	-	4	18	$ 2,494	$ -	$ -	$ 2,494
	Subtotal	2	2	6	-	12	12	12	-	-	-	-	8	54	$ 8,094	$ -	$ -	$ 8,094
2.7	**Construction Bid Documents**																	
	Review Front Ends	2	4	8	-	8	-	8	-	-	-	-	-	30	$ 5,320	$ -	$ -	$ 5,320
	100% Construction Bid Drawings	2	24	40	-	24	-	40	160	-	-	-	-	290	$ 42,536	$ 2,200	$ -	$ 44,736
	100% Construction Bid Specifications	2	16	32	8	24	-	40	-	-	8	-	20	150	$ 23,860	$ -	$ 5,000	$ 28,860
	Constructability Review	2	24	16	-	-	-	-	-	40	-	-	-	82	$ 16,840	$ -	$ -	$ 16,840
	Subtotal	8	68	96	8	56	-	88	160	40	8	-	20	552	$ 88,556	$ 2,200	$ 5,000	$ 95,756
Subtotal Part 2		34	295	265	116	266	84	673	640	40	8	-	124	2,545	$ 382,861	$ 19,430	$ 15,000	$ 417,291
2.7B	*Additional Effort for Cell 3 Bid Documents*		*4*	*80*	-	-	-	*24*	*80*				*4*	*192*	$ *32,588*	$ *600*		$ *33,188*
Part 3	**Construction Engineering , Administration, Observation and Testing Services**																	
3.1	**Project Management**																	
	Project Mnagement During Construction (12 months)	12	104	-	-	-	-	-	-	-	-	-	2	118	$ 28,694	$ -	$ -	$ 28,694
	Subtotal	12	104	-	-	-	-	-	-	-	-	-	2	118	$ 28,694	$ -	$ -	$ 28,694
3.2	**Project Meetings**																	
	Internal Kickoff Meeting (virtual)	1	4	2	2	2	2	2	2	2	-	-	2	21	$ 3,678	$ -	$ -	$ 3,678
	Pre-bid Meeting (onsite)	-	8	-	-	8	-	-	-	16	-	-	-	32	$ 5,688	$ -	$ -	$ 5,688
	Construction Progress Meetings (included in Construction Admin.)	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -	$ -
	Monthly (no construction occuring, onsite, 12 months)	-	12	-	-	-	-	-	-	32	-	-	16	60	$ 9,824	$ -	$ -	$ 9,824

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		$ 260	$ 244	$ 239	$ 192	$ 135	$ 166	$ 104	$ 120	$ 166	$ 109	$ 94	$ 99					
	Subtotal	1	24	2	2	10	2	2	2	50	-	-	18	113	$ 19,190	$ -	$ -	$ 19,190
3.3	**Engineering Services during Bidding**																	
	Support Invitation for Bid	1	4	8	-	8	-	16	-	8	-	-	24	69	$ 9,596	$ -	$ -	$ 9,596
	Addenda	1	10	16	-	20	-	16	-	8	-	-	32	103	$ 15,384	$ -	$ -	$ 15,384
	Subtotal	2	14	24	-	28	-	32	-	16	-	-	56	172	$ 24,980	$ -	$ -	$ 24,980
3.4	**Construction Administration Services**																	
	Prepare Conformed Construction Documents	-	8	4		8	-	24	40	8	-	-	16	108	$ 14,196	$ 550	$ -	$ 14,746
	Preconstruction Meeting	-	4	-		4	-	4	-	8	-	-	4	24	$ 3,656	$ -	$ -	$ 3,656
	Contract Administration	8	52	-		-	-	-	-	672	-		416	1,148	$ 167,504	$ -	$ -	$ 167,504
	Construction Progress Meetings	-	8	-		80	-	-	-	200	-	-	80	368	$ 53,872	$ 7,500	$ -	$ 61,372
	Submittal Review	-	8	80		-	-	80	40	80	-		60	348	$ 53,412	$ -	$ -	$ 53,412
	Critical System Startup and Training Meetings	-	4	8		-	-	8	-	12	-	-	-	32	$ 5,712	$ -	$ -	$ 5,712
	Substantial Completion Meeting	-	8	4		-	-	8	-	8	-	-	2	30	$ 5,266	$ -	$ -	$ 5,266
	Final Completion Meeting	-	4	-		-	-	4	-	8	-	-	2	18	$ 2,918	$ -	$ -	$ 2,918
	Subtotal	8	96	96	-	92	-	128	80	996	-	-	580	2,076	$ 306,536	$ 8,050	$ -	$ 314,586
3.4B	*Additional Effort for Cell 3 Modification Construction Administration*		*4*	*80*	-	-	-	*24*	*60*				*4*	*172*	*$ 30,188*	*$ 1,000*		*$ 31,188*
3.5	**Construction Quality Assurance (12 months)**																	
	Primary Resident Observer (40 hrs per week for 50 weeks)	-	-	-		-	-	-	-	-	2,000	-	-	2,000	$ 218,000	$ 60,000	$ -	$ 278,000
	Primary Resident Observer - Overtime (1.5) (10 hours per week for 25 weeks)	-	-	-		-	-	-	-	-	250	-	-	250	$ 40,875	$ -	$ -	$ 40,875
	Second Resident Observer (40 hrs per week for 12 weeks)	-	-	-		-	-	-	-	-	-	480	-	480	$ 45,120	$ 15,000	$ -	$ 60,120
	Second Resident Observer - Overtime (1.5) (10 hours/week for 12 weeks)	-	-	-		-	-	-	-	-	-	120	-	120	$ 16,920	$ -	$ -	$ 16,920
	Subtotal	-	-	-	-	-	-	-	-	-	2,250	600	-	2,850	$ 320,915	$ 75,000	$ -	$ 395,915
3.5B	*Additional Effort for Cell 3 Modification CQA*	-	-	-	-	-	-	-	-	-	*80*	-	-	*80*	*$ 8,720*	*$ 8,000*		*$ 16,720*
3.6	**Quality Assurance Testing**																	
	Soil Testing Allowance	-	8	-		40	-	40	-	-	-	-	2	90	$ 11,710	$ -	$ 25,000	$ 36,710
	Geosynthetics Testing Allowance - TRI Environmental	-	8	40		-	-	40	-	-	-	-	2	90	$ 15,870	$ 8,000	$ 40,000	$ 63,870
	Subtotal	-	16	40	-	40	-	80	-	-	-	-	4	180	$ 27,580	$ 8,000	$ 65,000	$ 100,580
3.6B	*Additional Effort for Cell 3 Modification CQA Testing*	-	-	-	-	-	-	-	-	-	-	-	-	-	*$ -*	*$ -*	*$ 5,000*	*$ 5,000*
3.7	**Construction Completion Certification and Project Closeout**																	
	Solid Waste Certification	2	8	16		16	-	-	-	24	16	12	40	134	$ 19,272	$ -	$ -	$ 19,272
	Record Drawings	-	8	8		8	-	40	80	-	-	-	-	144	$ 18,704	$ 1,100	$ -	$ 19,804
	ERP Certification	-	4	2		2	-	40	24	-	-	-	4	76	$ 9,160	$ 330	$ -	$ 9,490
	Subtotal	2	20	26	-	26	-	80	104	24	16	12	44	354	$ 47,136	$ 1,430	$ -	$ 48,566
Subtotal Total Part 3		25	274	188	2	196	2	322	186	1,086	2,266	612	704	5,863	$ 775,031	$ 92,480	$ 65,000	$ 932,511
Subtotal Base Scope of Services		69	626	491	176	470	126	1,171	942	1,134	2,274	612	870	8,961	$ 1,240,048	$ 113,960	$ 155,000	$ 1,509,008
A	*Additional Effort for Cell 7*	*2*	*52*	*48*	*100*	*40*	*44*	*132*	*200*	-	-	-	*40*	*658*	*$ 98,272*	*$ -*	*$ 40,000*	*$ 138,272*
B	*Additional Effort for Cell 3 Modification*	-	*24*	*216*	-	-	-	*136*	*228*	-	*80*	-	*20*	*704*	*$ 109,684*	*$ 9,600*	*$ 5,000*	*$ 124,284*
Total Scope of Services, Cell 7, and Cell 3 Modification		71	702	755	276	510	170	1,439	1,370	1,134	2,354	612	930	10,323	$ 1,448,004	$ 123,560	$ 200,000	$ 1,771,564

APPENDIX B
COMPENSATION SCHEDULE
FOR
DESIGN SERVICES FOR CLASS I LANDFILL EXPANSION
RFP NO.: 22-004
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: **Jones Edmunds & Associates, Inc.**

DATED: June 30, 2022

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 90.00
CEI Assist Project Administrator/Project Engineer	$ 175.00
CEI Project Administrator/CEI Project Engineer	$ 205.00
Chief Computer Programmer	$ 185.00
Chief Designer	$ 125.00
Chief Engineer 2	$ 245.00
Chief Scientist	$ 245.00
Computer Programmer	$ 110.00
Design Intern	$ 100.00
Designer	$ 120.00
Engineer 1	$ 140.00
Engineer 2	$ 205.00
Engineering Intern	$ 110.00
Environmental Specialist	$ 110.00
GIS Specialist	$ 90.00
Inspector	$ 100.00
Principal Engineer	$ 265.00
Project Manager 1	$ 205.00
Project Manager 2	$ 240.00
Scientist	$ 140.00
Secretary/Clerical	$ 110.00
Senior Computer Programmer	$ 150.00
Senior Designer	$ 125.00
Senior Engineer 2	$ 265.00
Senior Environmental Specialist	$ 205.00
Senior Inspector	$ 120.00
Senior Scientist	$ 175.00
Technician Aid	$ 85.00

*Proposed Job Classification	Loaded Hourly Rate
[1] Field Technician - Environmental	$ 88.00
[2] Senior Field Technician - Environmental	$ 104.00
[3] Senior Technical Editor	$ 140.00
Special Consultant Multiplier Factor (%)	10%
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost
**Reimbursable Expenses must have prior approval by the County.	

APPENDIX B
COMPENSATION SCHEDULE
FOR
DESIGN SERVICES FOR CLASS I LANDFILL EXPANSION
RFP NO.: 22-004
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: Jones Edmunds & Associates, Inc.

SUBCONSULTANT NAME: Madrid CPWG

DATED: June 30, 2022

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 77.20
CEI Asphalt Plant Inspector	$ 82.70
CEI Assist Project Administrator/Project Engineer	$ 88.20
CEI Inspector/Engineer Intern	$ 71.70
CEI Inspector's Aide	$ 60.70
CEI ITS Inspector	$ 82.70
CEI Project Administrator/CEI Project Engineer	$ 148.90
CEI Senior Inspector- Bldg Struct.	$ 82.70
CEI Senior Inspector/Senior Engineer Intern	$ 82.70
Chief Engineer 2	$ 209.50
Chief Planner	$ 157.10
Design Intern	$ 77.20
Designer	$ 99.20
Engineer 1	$ 154.40
Engineer 2	$ 198.50
Engineering Intern	$ 104.80
Engineering Technician	$ 55.10
GIS Specialist	$ 77.20
Inspector	$ 71.70
ITS Inspector	$ 82.70
Landscape Architect	$ 148.90
MAT Asphalt Plant Inspector	$ 82.70
MAT CADD/Computer Technician	$ 66.20
MAT Chief Engineer	$ 209.50
MAT Engineer	$ 148.90
MAT Engineer Intern	$ 88.20

MAT Engineering Technician	$	55.10
MAT Geologist	$	99.20
MAT Geologist Professional	$	204.00
MAT GIS Specialist	$	77.20
MAT Inspector	$	71.70
MAT Principal Engineer	$	237.10
MAT Project Manager	$	148.90
MAT Secretary/Clerical	$	55.10
MAT Senior Asphalt Plant Inspector	$	93.80
MAT Senior Engineering Technician	$	82.70
MAT Senior Inspector	$	82.70
MAT Technical Secretary	$	65.10
MAT Technician Aid	$	55.10
Planner	$	115.80
Principal Engineer	$	237.10
Project Manager 1	$	187.40
Project Manager 2	$	209.50
Secretary/Clerical	$	68.40
Senior Designer	$	132.30
Senior Engineer 1	$	165.40
Senior Engineer 2	$	198.50
Senior Engineering Technician	$	99.20
Senior Inspector	$	82.70
Senior Landscape Architect	$	165.40
Senior Planner	$	132.30
SUR Party Chief	$	82.70
SUR Project Surveyor	$	148.90
SUR Senior Surveyor	$	176.40
SUR Survey Technician 1 (Entry)	$	33.10
SUR Survey Technician 3 (Senior)	$	49.70
SUR Survey/GIS/SUE Analyst 1 (Entry)	$	71.70
SUR Survey/GIS/SUE Analyst 2 (Junior)	$	82.70
***Proposed Job Classification**	**Loaded Hourly Rate**	
Special Consultant Multiplier Factor (%)	Not Applicable	
Reimbursable Expenses		
Out-of-town mileage	current IRS established mileage allowance	
Transportation: tolls, parking, etc.	Actual cost	
Other: Printing, communication, postage	Actual cost	
**Reimbursable Expenses must have prior approval by the County.		

APPENDIX B
COMPENSATION SCHEDULE
FOR
DESIGN SERVICES FOR CLASS I LANDFILL EXPANSION
RFP NO.: 22-004
BETWEEN
THE BOARD OF COUNTY COMMISSIONER OF
HIGHLANDS COUNTY, FL
AND

COSULTANT NAME: Jones Edmunds & Associates, Inc.

SUBCONSULTANT NAME: GSE Engineering & Consulting, Inc.

DATED: June 30, 2022

Job Class	Loaded Hourly Rate/ Billable Hourly Rate
CADD/Computer Technician	$ 70.00
Chief Engineer 1	$ 150.00
Chief Engineer 2	$ 175.00
Engineer 1	$ 125.00
Engineer 2	$ 140.00
Engineering Intern	$ 115.00
Engineering Technician	$ 55.00
Environmental Specialist	$ 100.00
Inspector	$ 55.00
MAT Asphalt Plant Inspector	$ 85.00
MAT CADD/Computer Technician	$ 70.00
MAT Chief Engineer	$ 175.00
MAT Engineer	$ 120.00
MAT Engineer Intern	$ 100.00
MAT Engineering Technician	$ 65.00
MAT Inspector	$ 65.00
MAT Principal Engineer	$ 175.00
MAT Project Manager	$ 120.00
MAT Secretary/Clerical	$ 65.00
MAT Senior Engineer	$ 140.00
MAT Senior Engineering Technician	$ 85.00
MAT Senior Inspector	$ 85.00
MAT Technical Secretary	$ 65.00
Scientist	$ 100.00
***Proposed Job Classification**	**Loaded Hourly Rate**
Special Consultant Multiplier Factor (%)	Not Applicable
Reimbursable Expenses	
Out-of-town mileage	current IRS established mileage allowance
Transportation: tolls, parking, etc.	Actual cost
Other: Printing, communication, postage	Actual cost

Exhibit “C” - Project Schedule (if applicable)

SCHEDULE

Table 1 summarizes the deliverables/deadlines to be completed as part of this project.

Table 1 Project Schedule

Schedule	Duration	Start	Finish	Days	Months
Notice to Proceed	0	9/15/2022	9/15/2022	0	—
Kickoff	14	9/15/2022	9/29/2022	14	0
Field Investigations	90	9/15/2022	12/14/2022	90	3
PER	30	12/14/2022	1/13/2023	120	4
Permit Application	90	1/13/2023	4/13/2023	210	7
FDEP Review	30	4/13/2023	5/13/2023	240	8
RAI Response	30	5/13/2023	6/12/2023	270	9
FDEP Permit Determination	60	6/12/2023	8/11/2023	330	11
Bid Documents	90	5/13/2023	8/11/2023	330	11
Bidding Services	90	6/12/2023	9/10/2023	360	12
Construction	330	9/10/2023	8/5/2024	690	23
Certification of Construction/FDEP Approval	30	8/5/2024	9/4/2024	720	24

This is a generalized schedule of the expected progress of the project. It includes a maximum of 10 days for County reviews for each submittal and timely responses for regulatory agencies.

Exhibit “D” – Sub-Consultant(s), (if applicable)

Consultant: Madrid CPWG

Consultant: GSE Engineering & Consulting, Inc.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of State of Florida Law Enforcement Salary Assistance ("LESA") award and authorize Board Chair to sign Grant Award.**

STATEMENT OF ISSUE

The State of Florida approved an award to Highlands County in the amount of $945,000 to assist the Sheriff's Office in increasing the starting pay of deputies. The award is attached along with relevant supporting documentation.

RECOMMENDED ACTION

Move to approve the award and authorize Board Chair to sign Grant Award Agreement.

FISCAL IMPACT

There will be an increase in revenue and expenditure in Fund 005 (General) for FY 22-23 in the amount of $945,000.

Attachments: Sheriff 7G029 - Highlands - LESA Award.pdf
Sheriff LESA Grant Funding Plan.pdf

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

GRANT AWARD

Recipient:	Highlands County Board of County Commissioners
Project Title:	Law Enforcement Salary Assistance for Fiscally Constrained Counties
Project Start Date:	July 1, 2022
Project End Date:	June 30, 2023
Grant Number:	7G029
Catalog Number:	FDLE Use Only
Grant Amount:	$945,000.00

This Agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Highlands County Board of County Commissioners (herein referred to as "Recipient") on behalf of Highlands County Sheriff's Office (herein referred to as "Recipient's Sheriff") and

WHEREAS the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient's Sheriff in accordance with the terms and conditions set forth in this agreement, and

WHEREAS the Department has available funds resulting from a specific appropriation in The General Appropriations Act, 2022 Legislature, Section 4, Specific Appropriation 1248, intended to provide funding for costs of allowable activities as defined in the agreement, and;

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

> "From the funds in Specific Appropriation 1248, $15,047,787 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes, as follows:

Baker County Sheriff's Office	$223,000
Bradford County Sheriff's Office	$535,000
Calhoun County Sheriff's Office	$330,773
Columbia County Sheriff's Office	$1,047,014

Desoto County Sheriff's Office	$397,000
Dixie County Sheriff's Office	$525,000
Franklin County Sheriff's Office	$410,000
Gadsden County Sheriff's Office	$500,000
Gilchrist County Sheriff's Office	$370,000
Glades County Sheriff's Office	$293,000
Gulf County Sheriff's Office	$188,000
Hamilton County Sheriff's Office	$206,500
Hardee County Sheriff's Office	$275,000
Hendry County Sheriff's Office	$598,000
Highlands County Sheriff's Office	$945,000
Holmes County Sheriff's Office	$635,000
Jackson County Sheriff's Office	$990,000
Jefferson County Sheriff's Office	$261,000
Lafayette County Sheriff's Office	$296,000
Levy County Sheriff's Office	$825,000
Liberty County Sheriff's Office	$476,000
Madison County Sheriff's Office	$487,000
Okeechobee County Sheriff's Office	$822,500
Putnam County Sheriff's Office	$1,125,000
Suwannee County Sheriff's Office	$604,000
Taylor County Sheriff's Office	$289,000
Union County Sheriff's Office	$295,800
Wakulla County Sheriff's Office	$653,200
Washington County Sheriff's Office	$445,000

Funds shall be distributed in quarterly advances and reconciled at the conclusion of each state fiscal year. By October 1, 2022, the sheriff's offices shall report to the Florida Sheriff's Association how funds were distributed to officers."

This award is subject to the following special conditions:

S0001 Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.

S0002 The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 1, 2022, a report detailing how funds were distributed to officers.

S0003 The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

Section I: Definitions

Expenditure Tracking: The actual expenditures made using funds extended under this agreement. Expenditures made with these funds must be tracked separately from other funds, including other salary dollars, and be easily identifiable within the Recipient Sheriff's payroll system.

Payroll Register: A ledger report from the Recipient Sheriff's payroll system detailing the amount of salary and benefits paid to each employee impacted under the terms of this agreement.

Proof of Payment: Proof of payment may include pay stubs, payroll registers, and timesheets, and must be maintained and made available to the Department upon request and/or during monitoring.

Quarterly Payroll Certification Form: A report certifying payroll amounts paid to each employee whose salary is impacted under the terms of this agreement. The Recipient's Sheriff shall use the Quarterly Payroll Certification Form provided by FDLE. The payroll report must provide all information requested, including:

1. The gross amount of salary and benefits paid to each affected employee from funds allocated in the local operating budget.

2. The gross amount of salary and benefits paid to each affected employee from funds advanced under the terms of this contract which support a salary increase over and above that paid from the agency's local operating budget.

Quarterly Reporting Periods: For purposes of this agreement, Quarterly Reporting Periods are based upon the 2022-2023 fiscal year for the State of Florida, which begins July 1, 2022 and ends June 30, 2023.

Spending Plan: A document provided by the Recipient's Sheriff detailing the manner in which the salary increases funded under this agreement shall be distributed to officers.

Section II: Project Overview

Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties

Recipient Organization: Highlands County Board of County Commissioners

Project Period: July 1, 2022 to June 30, 2023

Purpose and Scope:

The 2022-23 budget for the State of Florida, passed by the Florida Legislature and signed by Governor Ron DeSantis on June 2, 2022, includes an appropriation of $15,047,787 in recurring funds to FDLE to provide "for salary increases for deputy sheriffs and correctional officers employed by sheriff's offices in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The amount provided to each fiscally constrained county is established by the 2022-2023 General Appropriations Act and the funds received by FDLE as a result of this appropriation will be passed through to those counties in the prescribed amounts. Disbursements will be made in equal, quarterly distributions, provided that contract conditions are met.

In accordance with statute, funds advanced under the terms of this agreement must be utilized by the Recipient's Sheriff for salary increases to deputy sheriffs and correctional officers employed by the Sheriff's Office of the Recipient. The Recipient, through its Sheriff's Office, shall perform all tasks and activities, and provide budget, expenditure, performance, and other reports as prescribed herein or required by statute.

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

Expenditures of state financial assistance shall be compliant with laws, rules, and regulations specified in Florida Statutes including, but not limited to, the following:

- The Single Audit Act, Chapter 215.97, Florida Statutes;
- Agreements Funded with State Financial Assistance, Chapter 215.971, Florida Statutes; and
- Transparency in Government Spending, Chapter 215.985, Florida Statutes.

Recipient and Recipient's Sheriff Responsibilities:

Through its Sheriff's Office, the Recipient shall provide county law enforcement and corrections services on a regular and ongoing basis during the 2022-2023 contract period.

The Recipient Sheriff's Office will strive to maintain adequate staffing levels and services based upon the specific needs of the community it serves and in accordance with established policies and procedures.

The Recipient shall provide a copy of the current year's annual budget for the Sheriff's Office with the executed copy of this agreement. In addition, the Recipient's Sheriff must provide a copy of the Recipient Sheriff's spending plan for distribution of this funding. No funds will be advanced prior to receipt of these items. Additionally, a copy of the 2022-2023 budget for the Sheriff's Office must be provided at the beginning of the Recipient's fiscal year, but no later than November 1, 2022.

Funding provided to the Recipient will not exceed the amount specified in the 2022-23 General Appropriations Act. Allowable costs are limited to salaries and benefits for deputy sheriffs and corrections officers employed by the Recipient Sheriff's Office.

Deliverables:

As stated in the scope and responsibilities above, the Recipient will provide, through its Sheriff's Office, ongoing law enforcement and corrections services, where applicable, to the community it serves. The Recipient's Sheriff shall ensure files are maintained to substantiate the hours of law enforcement and corrections services provided and the amounts paid for those services. Expenditures paid under this agreement are intended to provide increases to salaries currently paid by Recipient's Sheriff to deputy sheriffs and corrections officers who provide those services. Supporting documentation for the deliverables and use of funds must be made available to FDLE in accordance with specifications and deadlines prescribed herein.

For payment purposes, the Recipient will receive a quarterly advance initiated by the Department after its return of this executed agreement, Spending Plan, and current Sheriff's Office budget.

Any state funds provided to the Recipient under this agreement that are determined to be utilized for ineligible expenditures, or which remain unspent at the end of the **state** fiscal year (June 20, 2023), must be returned to the Department no later than July 31, 2023. The Department's determination of acceptable expenditures shall be conclusive.

Financial Consequences and Other Requirements:

If the Recipient's Sheriff's Office fails to provide law enforcement or corrections services as outlined in this Agreement, additional distributions of cash will be withheld. Future funding under this program may also be jeopardized.

In the event the Recipient's Sheriff's Office ceases provision of law enforcement or corrections services during this contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted employees from the beginning of this contract through the date the provision of services ceased. The actual costs will be compared to the distributions to date, and any state funds in excess of eligible funds expended must be refunded to the Department by July 31, 2023.

Section III: Payments and Financial Reports

Funds will be disbursed to the Recipient based upon the amount specified in the 2022-2023 General Appropriations Act for this purpose. Prior to any distribution of funding, the following must be provided to the Department:

- A copy of this fully executed contract; and
- A Spending Plan detailing the method of distribution for these salary dollars; and
- A copy of the current fiscal year budget for the Recipient's Sheriff.

Upon execution of this agreement and provision of the required items detailed above, the Recipient shall be eligible to receive quarterly payments as outlined in this agreement. Advance payments will be issued in equal, quarterly disbursements, no earlier than July 1, 2022. Funding provided under this program is subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Recipient and Department agree that quarterly certification reports and payroll registers shall be provided by the 15th day of the month following the end of each fiscal year quarter, specifically:

- October 15, 2022
- January 15, 2023
- April 15, 2023
- July 15, 2023

The Recipient may only retain funds up to an amount equal to the actual amount of salary increases paid to deputy sheriffs and correctional officers employed by the Sheriff's Office between July 1, 2022 and June 30, 2023. After the close of the 2022-2023 state fiscal year, the amount distributed under this agreement will be compared to the actual amount of payroll expenditures as disclosed in the required "Quarterly Payroll Certification Form." Any state funds received in excess of the supplemental salary amount paid, as well as any balance of unobligated funds, must be refunded to the Department no later than July 31, 2023 or 30 days after notification by the Department.

Expenditures incurred outside the agreement period (July 1, 2022 – June 30, 2023) are not eligible to be paid with these funds.

The Recipient and the Recipient's Sheriff must establish procedures to accept payments during the contract period and maintain supporting documentation including payroll registers, general ledgers, paystubs, and timesheets as proof of payment for all expenditures made with state funds distributed under the terms of this agreement.

No request for payment shall be made, nor shall any such request be honored, for any activity not covered by this agreement; and no monies distributed to the Recipient shall be used for any purpose or to fund any operations unrelated to this agreement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Chief Official	
Name	
Title	
Address	
Phone	
Email	

Programmatic Contact	
Name	
Title	
Address	
Phone	
Email	

Contract/Grant Manager	
Name	
Title	
Address	
Phone	
Email	

Chief Financial Officer	
Name	
Title	
Address	
Phone	
Email	

Official Payee	
Name	
Address	
Phone	
Email	
FEID #	

Appendix B: State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

I. PAYMENTS

Overpayments
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 Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes
In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds
Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management
The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel
Costs for travel are not allowable under this grant agreement.

Subcontracts
Subcontracts are not allowable under the terms of this agreement.

Grant Adjustments
Grant adjustment under this agreement are limited as all of the funds are intended for one purpose. Recipients must submit a grant adjustment to the FDLE grant manager for substantive changes to its Spending Plan, implementation schedules, or Project Director as set forth in the approved agreement.

Adjustments are required when there will be a change affecting 10% or more of the total budget as outlined in the Spending Plan.

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

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest
The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law
The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct
The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants

any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters
Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this Agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement. The following are examples of rules and regulations that govern Recipient's performance under this Agreement.

Civil Rights
The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify
The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Lobbying Prohibited
The Recipient shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records
As required by section 287.058(1)(c), Florida Statutes, the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), Florida Statutes as prescribed by section 119.07(1) Florida Statutes, made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

Legal Authorization
The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the

undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments
In performing its obligations under this Agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions
The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property
The purchase of or improvements to real property are not allowable under this agreement.

Background Check
Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 Florida Statutes, shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention
Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits
The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, Florida Statutes).

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, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 Florida Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).

Pursuant to section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Cody Menacof
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring
The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, Florida Statutes Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Property Management
The purchase of property and equipment is not allowable under the terms of this agreement.

Recipient's Confidential and Exempt Information
By executing this Agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, Florida Statutes The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and section 119.07(1), Florida Statutes

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. 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 subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

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

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Fla.

Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in section 768.28, Florida Statutes

Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: _____

Date: _____

HIGHLANDS COUNTY SHERIFF'S OFFICE
SUMMARY OF FINANCIAL IMPACT OF STATE MANDATED PAY INCREASE
STARTING SALARY FOR LEO SET AT $45K

Background:
The State is mandating a minimum starting salary of $45,000 for law enforcement officers beginning 10/1/2022, and is providing some financial relief to "distressed" counties, with Highlands County being provided $945,000 in "recurring" funds to help mitigate the impact.

The HCSO pay plan for all sworn positions (except for Captains and higher rank) is driven by the pay rate of a starting deputy. The pay plan is also subject to the terms of an Agreement with the PBA, which is the union representing some of our members in the Deputy / Detective pay classes. Our proposed pay plan provides for a starting pay rate, followed by annual step increases of 3% each year for 10 years.

In addition, sergeants receive a 4% step increase every two years, with 3 total steps and lieutenants receive a 4% step increase every three years, with 2 total steps.

Also, our pay plan includes the following provisions:
A deputy promoted to detective receives a 5% increase from their current step.
A member promoted to sergeant receives a 4% increase from a step 10 detective.
A member promoted to lieutenant receives a 4% increase from a top step sergeant.

The following is a summary of the impact to the HCSO's budget for FY 22-23.
This includes only positions directly impacted by the state mandated minimum salary for deputies.
This includes deputies, detectives/FTO's, sergeants and lieutenants. This does not include any civilian positions, captains or higher rank, or any part time positions.

The total cost includes the "associated" payroll costs of FICA, FRS and Worker Comp (38.7%).

	FY 22-23			
	Cost Now	**Cost**	**Change**	**%**
241 positions	$18,030,334	$19,646,025	$1,615,691	8.96%
Less: state provided funding	$0	($945,000)	($945,000)	
Net budget impact	$18,030,334	$18,701,025	$670,691	3.72%

HIGHLANDS COUNTY SHERIFF'S OFFICE - PAY PLAN ANALYSIS
DUE TO HOUSE BILL AND STATE LESA GRANT

Scenario Description	# Employees	Wages Now	Wages After	Increase Wages	% Increase	Increase Associated	Total Increase
Sworn LEO's start at $45K, steps 6-10 3%	161	$ 8,760,268	$ 9,551,834	$ 791,566	9.0%	$ 296,704	$ 1,088,271
Correction Officers to $45K, steps 6-10 3%	80	$ 4,354,610	$ 4,738,263	$ 383,653	8.8%	$ 143,805	$ 527,458
	241	**$ 13,114,878**	**$ 14,290,097**	**$ 1,175,219**	**9.0%**	**$ 440,510**	**$ 1,615,729**

Associated Payroll Includes

FICA and Medicare	7.65%
Worker Comp Insurance	3.94%
FRS - Retirement	25.89%
	37.48%

Notes:

See attached tables for details by class and step.

Some increases have impacts to third parties, i.e., School Board, City of Avon Park, this schedule includes the total increase.

In the Roster, Class DSSS employees have been excluded from this analysis

HIGHLANDS C0UNTY SHERIFF'S OFFICE PAY PLAN ANALYSIS
DUE TO HOUSE BILL AND STATE LESA GRANT - LEO

DEPUTIES		Code	#	Rate Now	Annual Wage Now	Annual Now	New Rate	New Annual Wage	New Annual	Increase
Start	< 1 YEAR	DS0	13	$ 17.89	40,002.04	520,027	$ 20.13	45,010.68	585,139	12.52%
Step 1	1 YEAR	DS1	5	$ 18.42	41,187.12	205,936	$ 20.73	46,352.28	231,761	12.54%
Step 2	2 YEARS	DS2	8	$ 18.97	42,416.92	339,335	$ 21.35	47,738.60	381,909	12.55%
Step 3	3 YEARS	DS3	4	$ 19.54	43,691.44	174,766	$ 21.99	49,169.64	196,679	12.54%
Step 4	4 YEARS	DS4	4	$ 20.13	45,010.68	180,043	$ 22.65	50,645.40	202,582	12.52%
Step 5	5 YEARS	DS5	3	$ 20.73	46,352.28	139,057	$ 23.33	52,165.88	156,498	12.54%
Step 6	6 YEARS	DS6	7	$ 21.56	48,208.16	337,457	$ 24.03	53,731.08	376,118	11.46%
Step 7	7 YEARS	DS7	3	$ 22.43	50,153.48	150,460	$ 24.75	55,341.00	166,023	10.34%
Step 8	8 YEARS	DS8	2	$ 23.33	52,165.88	104,332	$ 25.49	56,995.64	113,991	9.26%
Step 9	9 YEARS	DS9	1	$ 24.28	54,290.08	54,290	$ 26.25	58,695.00	58,695	8.11%
Step 10	10 YEARS	DS10	13	$ 25.22	56,391.92	733,095	$ 27.04	60,461.44	785,999	7.22%
DETECTIVES & FTO's										
Start	<1 YEAR	DSF0	10	$ 18.77	41,969.72	419,697	$ 21.14	47,269.04	472,690	12.63%
Step 1	1 YEAR	DSF1	0	$ 19.34	43,244.24	-	$ 21.77	48,677.72	-	12.56%
Step 2	2 YEARS	DSF2	2	$ 19.91	44,518.76	89,038	$ 22.42	50,131.12	100,262	12.61%
Step 3	3 YEARS	DSF3	1	$ 20.52	45,882.72	45,883	$ 23.09	51,629.24	51,629	12.52%
Step 4	4 YEARS	DSF4	4	$ 21.13	47,246.68	188,987	$ 23.78	53,172.08	212,688	12.54%
Step 5	5 YEARS	DSF5	4	$ 21.77	48,677.72	194,711	$ 24.49	54,759.64	219,039	12.49%
Step 6	6 YEARS	DSF6	1	$ 22.64	50,623.04	50,623	$ 25.22	56,391.92	56,392	11.40%
Step 7	7 YEARS	DSF7	2	$ 23.57	52,702.52	105,405	$ 25.98	58,091.28	116,183	10.22%
Step 8	8 YEARS	DSF8	1	$ 24.49	54,759.64	54,760	$ 26.76	59,835.36	59,835	9.27%
Step 9	9 YEARS	DSF9	2	$ 25.48	56,973.28	113,947	$ 27.56	61,624.16	123,248	8.16%
Step 10	10 YEARS	DSF10	34	$ 26.50	59,254.00	2,014,636	$ 28.39	63,480.04	2,158,321	7.13%
SERGEANT										
Start	<2 YEARS	LSER0	8	$ 27.55	61,601.80	492,814	$ 29.53	66,029.08	528,233	7.19%
Step 1	2-4 YEARS	LSER1	7	$ 28.65	64,061.40	448,430	$ 30.71	68,667.56	480,673	7.19%
Step 2	4-6 YEARS	LSER2	3	$ 29.80	66,632.80	199,898	$ 31.94	71,417.84	214,254	7.18%
Step 3	6+ YEARS	LSER3	5	$ 31.00	69,316.00	346,580	$ 33.22	74,279.92	371,400	7.16%
LIEUTENANT										
Start	<3 YEARS	LL0	3	$ 32.24	72,088.64	216,266	$ 34.55	77,253.80	231,761	7.17%
Step 1	3-6 YEARS	LL1	6	$ 33.53	74,973.08	449,838	$ 35.93	80,339.48	482,037	7.16%
Step 2	6+ YEARS	LL2	5	$ 34.88	77,991.68	389,958	$ 37.37	83,559.32	417,797	7.14%
			161			**8,760,268**			**9,551,834**	
									791,566	

HIGHLANDS C0UNTY SHERIFF'S OFFICE PAY PLAN ANALYSIS
DUE TO HOUSE BILL AND STATE LESA GRANT - DET

DEPUTIES		Code	#	Rate Now	Annual Wage Now	Annual Now	New Rate	New Annual	New Annual Wage	Increase
Start	< 1 YEAR	DD0	3	$ 17.89	40,002.04	120,006	$ 20.13	135,032	45,010.68	12.52%
Step 1	1 YEAR	DD1	5	$ 18.42	41,187.12	205,936	$ 20.73	231,761	46,352.28	12.54%
Step 2	2 YEARS	DD2	4	$ 18.97	42,416.92	169,668	$ 21.35	190,954	47,738.60	12.55%
Step 3	3 YEARS	DD3	3	$ 19.54	43,691.44	131,074	$ 21.99	147,509	49,169.64	12.54%
Step 4	4 YEARS	DD4	0	$ 20.13	45,010.68	-	$ 22.65	-	50,645.40	12.52%
Step 5	5 YEARS	DD5	4	$ 20.73	46,352.28	185,409	$ 23.33	208,664	52,165.88	12.54%
Step 6	6 YEARS	DD6	4	$ 21.56	48,208.16	192,833	$ 24.03	214,924	53,731.08	11.46%
Step 7	7 YEARS	DD7	3	$ 22.43	50,153.48	150,460	$ 24.75	166,023	55,341.00	10.34%
Step 8	8 YEARS	DD8	3	$ 23.33	52,165.88	156,498	$ 25.49	170,987	56,995.64	9.26%
Step 9	9 YEARS	DD9	3	$ 24.28	54,290.08	162,870	$ 26.25	176,085	58,695.00	8.11%
Step 10	10 YEARS	DD10	23	$ 25.22	56,391.92	1,297,014	$ 27.04	1,390,613	60,461.44	7.22%
DETECTIVES & FTO's										
Start	<1 YEAR	DDF0	3	$ 18.77	41,969.72	125,909	$ 21.14	141,807	47,269.04	12.63%
Step 1	1 YEAR	DDF1	0	$ 19.34	43,244.24	-	$ 21.77	-	48,677.72	12.56%
Step 2	2 YEARS	DDF2	0	$ 19.91	44,518.76	-	$ 22.42	-	50,131.12	12.61%
Step 3	3 YEARS	DDF3	0	$ 20.52	45,882.72	-	$ 23.09	-	51,629.24	12.52%
Step 4	4 YEARS	DDF4	0	$ 21.13	47,246.68	-	$ 23.78	-	53,172.08	12.54%
Step 5	5 YEARS	DDF5	0	$ 21.77	48,677.72	-	$ 24.49	-	54,759.64	12.49%
Step 6	6 YEARS	DDF6	1	$ 22.64	50,623.04	50,623	$ 25.22	56,392	56,391.92	11.40%
Step 7	7 YEARS	DDF7	0	$ 23.57	52,702.52	-	$ 25.98	-	58,091.28	10.22%
Step 8	8 YEARS	DDF8	0	$ 24.49	54,759.64	-	$ 26.76	-	59,835.36	9.27%
Step 9	9 YEARS	DDF9	1	$ 25.48	56,973.28	56,973	$ 27.56	61,624	61,624.16	8.16%
Step 10	10 YEARS	DDF10	5	$ 26.50	59,254.00	296,270	$ 28.39	317,400	63,480.04	7.13%
SERGEANT										
Start	<2 YEARS	DSER0	2	$ 27.55	61,601.80	123,204	$ 29.53	132,058	66,029.08	7.19%
Step 1	2-4 YEARS	DSER1	0	$ 28.65	64,061.40	-	$ 30.71	-	68,667.56	7.19%
Step 2	4-6 YEARS	DSER2	1	$ 29.80	66,632.80	66,633	$ 31.94	71,418	71,417.84	7.18%
Step 3	6+ YEARS	DSER3	7	$ 31.00	69,316.00	485,212	$ 33.22	519,959	74,279.92	7.16%
LIEUTENANT										
Start	<3 YEARS	DL0	1	$ 32.24	72,088.64	72,089	$ 34.55	77,254	77,253.80	7.17%
Step 1	3-6 YEARS	DL1	2	$ 33.53	74,973.08	149,946	$ 35.93	160,679	80,339.48	7.16%
Step 2	6+ YEARS	DL2	2	$ 34.88	77,991.68	155,983	$ 37.37	167,119	83,559.32	7.14%
			80			**4,354,610**		**4,738,263**		
								383,653		

HIGHLANDS COUNTY SHERIFF'S OFFICE
LESA FUNDING PLAN - EMPLOYEE ROSTER

45	PG	DESC	CL	DESC	ID	NAME	CURRENT RATE	STEP/CLASS
520	0121	DETENTION	2030	DETENTION DEPUT	0	POSITION NOT FILLED	17.89	DD0
520	0121	DETENTION	2030	DETENTION DEPUT	0	POSITION NOT FILLED	17.89	DD0
520	0121	DETENTION	2030	DETENTION DEPUT	8530	HINSON, ALVIN	17.89	DD0
520	0121	DETENTION	2030	DETENTION DEPUT	7879	SMITH, CRYSTAL	18.42	DD1
520	0121	DETENTION	2030	DETENTION DEPUT	8229	ROWE, SCOTT	18.42	DD1
520	0121	DETENTION	2030	DETENTION DEPUT	8228	EDMONDSON, ALLIE	18.42	DD1
520	0121	DETENTION	2030	DETENTION DEPUT	8077	MENDOZA LOPEZ, SAMA	18.42	DD1
520	0121	DETENTION	2030	DETENTION DEPUT	8203	STANBERRY, JORE	18.42	DD1
429	0121	ANIMAL SERVICES	2030	DETENTION DEPUT	7625	SAGER, THOMAS	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7539	SMITH, KEVIN	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7416	HARRISON, ALICIA	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	5191	SPAULDING, WENDY	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	5861	BROSKEY, MICHAEL	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7237	AYALA, JOSE	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7598	FAY, JOEL	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	6998	BENNETT, DUSTIN	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7621	LEE, KENNETH	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7051	SAGNELLA, BRIAN	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7680	ALBRIGHT, TIMOTHY	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7137	WILSON, SAMUEL	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	3572	POPE, VANCE	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	4676	SEASER, PATRICK	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	5334	DAVIDSON, GARY	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	6499	HODGE, WILLIAM	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	6782	COPELAND, ROBERT	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7085	WALDRON, KELLY	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7191	HISCOCK, DENNY	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7231	DUNN, TRAVIS	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7691	MARLOW, ROYCE	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7701	MURFIELD, JAY	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	7702	ROBLES, JOSE	25.22	DD10
520	0121	DETENTION	2030	DETENTION DEPUT	8539	O'CONNELL, EDWARD	18.97	DD2
520	0121	DETENTION	2030	DETENTION DEPUT	8148	LOTT, CALEB	18.97	DD2
520	0121	DETENTION	2030	DETENTION DEPUT	7309	STEPHAN, ROGER	18.97	DD2
520	0121	DETENTION	2030	DETENTION DEPUT	8075	MCDANIEL, NEAL	18.97	DD2
520	0121	DETENTION	2030	DETENTION DEPUT	8301	ARMSTEAD, CAMERON	19.54	DD3
520	0121	DETENTION	2030	DETENTION DEPUT	8528	YANCEY, STEPHANIE	19.54	DD3
520	0121	DETENTION	2030	DETENTION DEPUT	7975	MATUTE, ASHLEE	19.54	DD3
520	0121	DETENTION	2030	DETENTION DEPUT	7509	HALL, REBECCA	20.73	DD5
520	0121	DETENTION	2030	DETENTION DEPUT	8280	ALTMAN, BRANDON	20.73	DD5
520	0121	DETENTION	2030	DETENTION DEPUT	8076	WOLVIN, WILLIAM	20.73	DD5
520	0121	DETENTION	2030	DETENTION DEPUT	7851	PRENDERGAST, ROBERT	20.73	DD5
520	0121	DETENTION	2030	DETENTION DEPUT	7261	HARRISON, DUSTIN	21.56	DD6
520	0121	DETENTION	2030	DETENTION DEPUT	8406	CARTE, KYLE	21.56	DD6
520	0121	DETENTION	2030	DETENTION DEPUT	8475	DEREMER, ANGELA	21.56	DD6
520	0121	DETENTION	0158	PT DETENTION DE	7883	ANDRESS, DAVID	21.56	DD6
520	0121	DETENTION	2030	DETENTION DEPUT	7282	ABELN, CHAZ	22.43	DD7
520	0121	DETENTION	2030	DETENTION DEPUT	7050	WATSON, CASSANDRA	22.43	DD7
520	0121	DETENTION	2030	DETENTION DEPUT	7891	VILLALOBOS, DAVID	22.43	DD7
520	0121	DETENTION	2030	DETENTION DEPUT	7886	BUTLER, ANTHONY	23.33	DD8
520	0121	DETENTION	2030	DETENTION DEPUT	7228	LEZAMA, JOSEPH	23.33	DD8
460	0100	OTHER PERSONAL SE	0002	OPS REGULAR	7198	BROWN, NICOLE	23.33	DD8
520	0121	DETENTION	2030	DETENTION DEPUT	7714	HINISH, BARRY	24.28	DD9
520	0121	DETENTION	2030	DETENTION DEPUT	7811	MEINKE, LARRY	24.28	DD9
520	0121	DETENTION	2030	DETENTION DEPUT	7836	ALVARADO, RAQUEL	24.28	DD9

HIGHLANDS COUNTY SHERIFF'S OFFICE
LESA FUNDING PLAN - EMPLOYEE ROSTER

45	PG	DESC	CL	DESC	ID	NAME	CURRENT RATE	STEP/CLASS
520	0121	DETENTION	2030	DETENTION DEPUT	0	POSITION NOT FILLED	18.77	DDF0
520	0121	DETENTION	2030	DETENTION DEPUT	0	POSITION NOT FILLED	18.77	DDF0
520	0121	DETENTION	2030	DETENTION DEPUT	0	POSITION NOT FILLED	18.77	DDF0
520	0121	DETENTION	2030	DETENTION DEPUT	6916	WORTH, KEVIN	26.50	DDF10
520	0121	DETENTION	2030	DETENTION DEPUT	5463	SMITH, SUSAN	26.50	DDF10
520	0121S	DETENTION	2026	DETENTION DEPUT	7075	ROE, ROBERT	26.50	DDF10
520	0121S	DETENTION	2026	DETENTION DEPUT	7077	WATKINS, JUDY	26.50	DDF10
520	0121S	DETENTION	2026	DETENTION DEPUT	7837	WRIGHT, CYRIL	26.50	DDF10
520	0121S	DETENTION	2026	DETENTION DEPUT	7289	PECK, JOHN	22.64	DDF6
520	0121	DETENTION	2030	DETENTION DEPUT	6018	FERRANTE, TRACY	25.48	DDF9
520	0128	DETENTION	2045	DETENTION LIEUT	4650	VAUGHN, DALE	32.24	DL0
520	0128	DETENTION	2045	DETENTION LIEUT	2499	RITENOUR, CHRISTOPH	33.53	DL1
520	0128	DETENTION	2045	DETENTION LIEUT	6540	RHYNES, JAMES	33.53	DL1
520	0128	DETENTION	2045	DETENTION LIEUT	5228	BEINER, THOMAS	34.88	DL2
520	0128	DETENTION	2045	DETENTION LIEUT	5361	MURPHY, JAMES	34.88	DL2
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8536	TORRES, REALENE	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8537	HILL, ALEXANDER	17.89	DS0
450	0121	COURT RELATED SRV	3030	DEPUTY SHERIFF	0	POSITION NOT FILLED	17.89	DS0
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8204	ESCOBAR, DERRALL	18.42	DS1
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8210	SMITH, BRYCE	18.42	DS1
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8308	DEAN, MICHAEL	18.42	DS1
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8309	JACOBS, SAMUEL	18.42	DS1
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8310	GAMEZ, ALEJANDRO	18.42	DS1
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	5220	HELMS, MICHAEL	25.22	DS10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	6557	FORD, ANTHONY	25.22	DS10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	7173	BAERHOLD, WALTER	25.22	DS10
421	0121	SPECIAL OPERATION	3030	DEPUTY SHERIFF	7175	MOLINA, JOSE	25.22	DS10
423	0121	TRAINING	3030	DEPUTY SHERIFF	6029	PRATTS-MARTINEZ, LU	25.22	DS10
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	6155	NEW, STEVEN	25.22	DS10
450	0121	COURT RELATED SRV	3030	DEPUTY SHERIFF	5038	GIGUERE, BRIAN	25.22	DS10
450	0121	COURT RELATED SRV	3030	DEPUTY SHERIFF	6075	MORAN, THOMAS	25.22	DS10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	4678	PURVIS, SHANNON	25.22	DS10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	6136	LIGHTSEY, DAVID	25.22	DS10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	6237	BRIMLOW, JAMES	25.22	DS10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	7759	HARRIS, MICHAEL	25.22	DS10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	7784	ROBINSON, BRIAN	25.22	DS10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	6594	YOUNG, DARLENE	18.97	DS2
421A	0121	COPS UNIT	3030	DEPUTY SHERIFF	8091	VELEZ, JENNIFER	18.97	DS2
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8066	LETHBRIDGE, JAMES	18.97	DS2
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8067	CARRANZA, ESTEVAN	18.97	DS2
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8071	PEREZ, JOSEPH	18.97	DS2
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8130	AHRENS, JEREMY	18.97	DS2
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8133	OLSON, ANGELICA	18.97	DS2
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8511	YARBROUGH, GARRISON	18.97	DS2
421A	0121	COPS UNIT	3030	DEPUTY SHERIFF	7884	LANIER, TRISTEN	19.54	DS3

HIGHLANDS COUNTY SHERIFF'S OFFICE
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45	PG	DESC	CL	DESC	ID	NAME	CURRENT RATE	STEP/CLASS
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7525	MASSEY, GAGE	19.54	DS3
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7963	DAVIDSON, RYAN	19.54	DS3
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8568	ROBLES, MARCO	19.54	DS3
421A	0121	COPS UNIT	3030	DEPUTY SHERIFF	7700	WELLS, BRANDON	20.13	DS4
421A	0121	COPS UNIT	3030	DEPUTY SHERIFF	7785	HAMILTON, COURTNEY	20.13	DS4
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7458	JONES, WESLEY	20.13	DS4
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7845	O'MALLEY, MICHAEL	20.13	DS4
426	0121	ENVIRONMENTAL TEA	3030	DEPUTY SHERIFF	7595	WISHART, THOMAS	20.73	DS5
426	0121	ENVIRONMENTAL TEA	3030	DEPUTY SHERIFF	7699	HOFFNER, CODY	20.73	DS5
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7674	RAGOODIAL, TRISTON	20.73	DS5
426	0121	ENVIRONMENTAL TEA	3030	DEPUTY SHERIFF	7468	JONES, WILLIAM	21.56	DS6
426	0121	ENVIRONMENTAL TEA	3030	DEPUTY SHERIFF	7501	O'GARA, COLEMAN	21.56	DS6
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7490	BURNSED, GLENN	21.56	DS6
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7500	HERBERT, BRAXTON	21.56	DS6
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7524	ELLINGTON, JOHN	21.56	DS6
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8407	GARRETT, RYAN	21.56	DS6
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8512	HODGE, KYLER	21.56	DS6
421A	0121	COPS UNIT	3030	DEPUTY SHERIFF	7370	FINNERAN, PAUL	22.43	DS7
421A	0121	COPS UNIT	3030	DEPUTY SHERIFF	7703	CARRANZA, RUBEN	22.43	DS7
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7327	GREEN, GARRETT	22.43	DS7
426	0121	ENVIRONMENTAL TEA	3030	DEPUTY SHERIFF	6580	TURNER, JEFFREY	23.33	DS8
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	8043	VOHS, DELMAR	23.33	DS8
426	0121	ENVIRONMENTAL TEA	3030	DEPUTY SHERIFF	7758	BUMBY, TYLER	24.28	DS9
520	0125	DETENTION	2040	DETENTION SERGE	0	POSITION NOT FILLED	27.55	DSER0
520	0125	DETENTION	2040	DETENTION SERGE	7262	SNELL, COREY	27.55	DSER0
520	0125	DETENTION	2040	DETENTION SERGE	6694	BAILES, TIMOTHY	29.80	DSER2
520	0125	DETENTION	2040	DETENTION SERGE	4744	WISE, KIMBERLY	31.00	DSER3
520	0125	DETENTION	2040	DETENTION SERGE	5241	ABELN, SHON	31.00	DSER3
520	0125	DETENTION	2040	DETENTION SERGE	5340	LOTT, JOHN	31.00	DSER3
520	0125	DETENTION	2040	DETENTION SERGE	5613	SVENDSEN, CANDY	31.00	DSER3
520	0125	DETENTION	2040	DETENTION SERGE	6031	HOLMES, KENNETH	31.00	DSER3
520	0125	DETENTION	2040	DETENTION SERGE	6474	GLASCO, GREGORY	31.00	DSER3
520	0125	DETENTION	2040	DETENTION SERGE	6885	MORSE, MICHAEL	31.00	DSER3
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	0	POSITION NOT FILLED	18.77	DSF0
426	0121S	ENVIRONMENTAL TEA	3034	DETECTIVE	0	POSITION NOT FILLED	18.77	DSF0
430	0121S	UNIFORM PATROL	3026	DS FTD	0	POSITION NOT FILLED	18.77	DSF0
430	0121S	UNIFORM PATROL	3026	DS FTD	0	POSITION NOT FILLED	18.77	DSF0
430	0121S	UNIFORM PATROL	3026	DS FTD	0	POSITION NOT FILLED	18.77	DSF0
430	0121S	UNIFORM PATROL	3026	DS FTD	0	POSITION NOT FILLED	18.77	DSF0
430	0121S	UNIFORM PATROL	3026	DS FTD	0	POSITION NOT FILLED	18.77	DSF0
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	0	POSITION NOT FILLED	18.77	DSF0
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	0	POSITION NOT FILLED	18.77	DSF0
442	0121S	SPECIAL VICTIMS U	3034	DETECTIVE	0	POSITION NOT FILLED	18.77	DSF0
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	3728	DELGADO LOPEZ, JUAN	26.50	DSF10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	4016	PRIDGEON-FENNELL, S	26.50	DSF10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	6084	WEED, MICHAEL	26.50	DSF10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	6204	CARR, JAMES	26.50	DSF10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	6298	YOUNG, KENNETH	26.50	DSF10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	6324	PORTER, ERIC	26.50	DSF10
320	0121	BAILIFFS	3030	DEPUTY SHERIFF	6460	ROBITAILLE, PAUL	26.50	DSF10
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	5704	STEFFNER, JOHN	26.50	DSF10
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	6043	HUFTEN, MICHAEL	26.50	DSF10
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	6408	MOSELEY, CARA	26.50	DSF10
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	6541	KIRKEGARD, LARS	26.50	DSF10
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7008	ADAIR, RYAN	26.50	DSF10

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45	PG	DESC	CL	DESC	ID	NAME	CURRENT RATE	STEP/CLASS
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7183	NORRIS, JUSTIN	26.50	DSF10
430	0121	UNIFORM PATROL	3030	DEPUTY SHERIFF	7340	STOWERS, ROBERT	26.50	DSF10
447	0121	ENVIRO LE PROGRAM	3030	DEPUTY SHERIFF	5243	GUNTHORP, ROBERT	26.50	DSF10
450	0121	COURT RELATED SRV	3030	DEPUTY SHERIFF	4159	BECK, BILLY	26.50	DSF10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	3726	GELINAS, ERNEST	26.50	DSF10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	5533	PROCTOR, CHARLES	26.50	DSF10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	6558	GENTRY, KEVIN	26.50	DSF10
490	0121	SCHOOL RESOURCE	3030	DEPUTY SHERIFF	7634	MCFEE, DANIEL	26.50	DSF10
490A	0121	COLLEGE RESOURCE	3030	DEPUTY SHERIFF	6686	PLAIR, YANCY	26.50	DSF10
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	5950	CAMPBELL, DUSTIN	26.50	DSF10
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	6028	CLEMMONS, JUSTIN	26.50	DSF10
424	0121S	PROPERTY & EVIDEN	3034	DETECTIVE	2616	OUVERSON, THOMAS	26.50	DSF10
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	5715	ST LAURENT, ROGER	26.50	DSF10
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	6080	DOUBERLEY, CHADWICK	26.50	DSF10
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	6730	WORLEY, OLIVER	26.50	DSF10
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	7068	KELLY, DU'WAYNE	26.50	DSF10
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	7080	MARTINEZ, JORGE	26.50	DSF10
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	7477	GARRISON, JOHN	26.50	DSF10
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	7806	SAN MIGUEL, EDDIE	26.50	DSF10
442	0121S	SPECIAL VICTIMS U	3034	DETECTIVE	6978	RAMOS, LOUIS	26.50	DSF10
442	0121S	SPECIAL VICTIMS U	3034	DETECTIVE	6979	SPENCER, SHANE	26.50	DSF10
430	0121S	UNIFORM PATROL	3026	DS FTD	6991	BOGAERT, PAUL	26.50	DSF10
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	8124	GODINEZ, JORGE	19.91	DSF2
442	0121S	SPECIAL VICTIMS U	3034	DETECTIVE	8131	DE ARCE, ARIANNA	19.91	DSF2
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	8028	BECK, EMILY	20.52	DSF3
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	7745	TONEY, BENJAMIN	21.13	DSF4
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	7861	WHITTINGTON, BRITTA	21.13	DSF4
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	7744	TONEY, TEVIN	21.13	DSF4
442	0121S	SPECIAL VICTIMS U	3034	DETECTIVE	7860	WILLIAMS, MEGHAN	21.13	DSF4
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	7608	FREIMUTH, BRADLEY	21.77	DSF5
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	7609	CLOUD, CHRISTOPHER	21.77	DSF5
442	0121S	SPECIAL VICTIMS U	3034	DETECTIVE	7414	BROCK, ALEXANDRA	21.77	DSF5
430	0121S	UNIFORM PATROL	3026	DS FTD	7782	SALVADOR, ELDER	21.77	DSF5
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	7479	ABELN, SETH	22.64	DSF6
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	7403	HERNANDEZ, MAYLIN	23.57	DSF7
424	0121S	PROPERTY & EVIDEN	3034	DETECTIVE	6538	PEREZ, KATHLEEN	23.57	DSF7
426	0121S	ENVIRONMENTAL TEA	3034	DETECTIVE	7760	PECK, CHARLES	24.49	DSF8
421	0121S	SPECIAL OPERATION	3034	DETECTIVE	7907	ORTEGA, YULIER	25.48	DSF9
440	0121S	INVESTIGATIVE SRV	3034	DETECTIVE	7180	KURTZ, MELISSA	25.48	DSF9
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	2076	SPIRES, JAMES	21.77	DSSS
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	3960	CLONINGER, PHILLIP	21.77	DSSS
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	7968	ACUNA, JOSE	21.77	DSSS
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	7962	MCCLELLAN, LARRY	21.77	DSSS
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	7456	NEALE, TAMARA	21.77	DSSS
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	4087	STEWART, DAVID	21.77	DSSS
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	6897	DICK, RICHARD	21.77	DSSS
490	0110	SCHOOL RESOURCE	3028	SCHOOL RESOURCE	8237	MILLER, PAUL	21.77	DSSS
430	0128	UNIFORM PATROL	3045	LIEUTENANT	4642	DELANEY, MICHAEL	32.24	LL0
430	0128	UNIFORM PATROL	3045	LIEUTENANT	5574	AHRENS, MICHAEL	32.24	LL0
442	0128	SPECIAL VICTIMS U	3045	LIEUTENANT	6501	DAVIDSON, JAMIE	32.24	LL0
421	0128	SPECIAL OPERATION	3045	LIEUTENANT	4240	BROD, MICHAEL	33.53	LL1
429	0128	ANIMAL SERVICES	3045	LIEUTENANT	6715	KINSLOW, CLAYTON	33.53	LL1
430	0128	UNIFORM PATROL	3045	LIEUTENANT	5048	SMITH, CHRISTOPHER	33.53	LL1
430	0128	UNIFORM PATROL	3045	LIEUTENANT	6727	ABELL, MICHAEL	33.53	LL1
440	0128	INVESTIGATIVE SRV	3045	LIEUTENANT	3136	KRAMER, BRIAN	33.53	LL1

HIGHLANDS COUNTY SHERIFF'S OFFICE
LESA FUNDING PLAN - EMPLOYEE ROSTER

45	PG	DESC	CL	DESC	ID	NAME	CURRENT RATE	STEP/CLASS
490	0128	SCHOOL RESOURCE	3045	LIEUTENANT	5011	ALBRITTON, KYLE	33.53	LL1
320	0128	BAILIFFS	3045	LIEUTENANT	3523	LUDDEN, CURTIS	34.88	LL2
420	0128	L E ADMIN SERVICE	3045	LIEUTENANT	4801	CASEY, SEAN	34.88	LL2
421A	0128	COPS UNIT	3045	LIEUTENANT	4919	TYSON, ALFREDRICK	34.88	LL2
424	0128	PROPERTY & EVIDEN	3045	LIEUTENANT	3724	BAILEY, JACK	34.88	LL2
450	0128	COURT RELATED SRV	3045	LIEUTENANT	5177	GONZALEZ, MANUEL	34.88	LL2
421	0125	SPECIAL OPERATION	3040	SERGEANT	7184	FOREST, VINCENT	27.55	LSER0
421A	0125	COPS UNIT	3040	SERGEANT	6493	MULLIGAN, JASON	27.55	LSER0
430	0125	UNIFORM PATROL	3040	SERGEANT	0	POSITION NOT FILLED	27.55	LSER0
430	0125	UNIFORM PATROL	3040	SERGEANT	6492	RILEY, JACOB	27.55	LSER0
430	0125	UNIFORM PATROL	3040	SERGEANT	6802	GARZA, AUSTIN	27.55	LSER0
430	0125	UNIFORM PATROL	3040	SERGEANT	7783	MEE, TIMOTHY	27.55	LSER0
485	0125	CRIME PREVENTION	3040	SERGEANT	0	POSITION NOT FILLED	27.55	LSER0
490	0125	SCHOOL RESOURCE	3040	SERGEANT	7181	BATES, CHRISTOPHER	27.55	LSER0
421	0125	SPECIAL OPERATION	3040	SERGEANT	7185	TOMBLIN, CORY	28.65	LSER1
423	0125	TRAINING	3040	SERGEANT	4788	GUNN, CALVIN	28.65	LSER1
430	0125	UNIFORM PATROL	3040	SERGEANT	5117	COOPER, KENNETH	28.65	LSER1
430	0125	UNIFORM PATROL	3040	SERGEANT	6426	DETTMAN, AMANDA	28.65	LSER1
440	0125	INVESTIGATIVE SRV	3040	SERGEANT	5703	PARKER, MICHAEL	28.65	LSER1
440	0125	INVESTIGATIVE SRV	3040	SERGEANT	6017	HINKLE, BRET	28.65	LSER1
442	0125	SPECIAL VICTIMS U	3040	SERGEANT	6785	RITENOUR, STEVEN	28.65	LSER1
430	0125	UNIFORM PATROL	3040	SERGEANT	5991	DANLEY, DANIEL	29.80	LSER2
430	0125	UNIFORM PATROL	3040	SERGEANT	6341	PORTER, ROSS	29.80	LSER2
490	0125	SCHOOL RESOURCE	3040	SERGEANT	6709	MCGEE, DUSTIN	29.80	LSER2
320	0125	BAILIFFS	3040	SERGEANT	5024	MYERS, CHRISTOPHER	31.00	LSER3
424	0125	PROPERTY & EVIDEN	3040	SERGEANT	4213	FENNELL, JEFFREY	31.00	LSER3
426	0125	ENVIRONMENTAL TEA	3040	SERGEANT	6044	WILLIAMS, RICHARD	31.00	LSER3
430	0125	UNIFORM PATROL	3040	SERGEANT	3933	JONES, BARRY	31.00	LSER3
430	0125	UNIFORM PATROL	3040	SERGEANT	5192	GUNN, KIMBERLY	31.00	LSER3

45	PG	DESC	CL	DESC	ID	NAME	CURRENT RATE	STEP/CLASS
						COUNTS		
						DS0	13	
						DS1	5	
						DS2	8	
						DS3	4	
						DS4	4	
						DS5	3	
						DS6	7	
						DS7	3	
						DS8	2	
						DS9	1	
						DS10	13	
						DD0	3	
						DD1	5	
						DD2	4	
						DD3	3	
						DD4	0	
						DD5	4	
						DD6	4	
						DD7	3	
						DD8	3	
						DD9	3	
						DD10	23	
						DSF0	10	
						DSF1	0	
						DSF2	2	
						DSF3	1	
						DSF4	4	
						DSF5	4	
						DSF6	1	
						DSF7	2	
						DSF8	1	
						DSF9	2	
						DSF10	34	
						DDF0	3	
						DDF1	0	
						DDF2	0	
						DDF3	0	
						DDF4	0	
						DDF5	0	
						DDF6	1	
						DDF7	0	
						DDF8	0	
						DDF9	1	
						DDF10	5	
						LSER0	8	
						LSER1	7	
						LSER2	3	
						LSER3	5	
						DSER0	2	
						DSER1	0	
						DSER2	1	
						DSER3	7	
						LL0	3	
						LL1	6	

HIGHLANDS COUNTY SHERIFF'S OFFICE
LESA FUNDING PLAN - EMPLOYEE ROSTER

45	PG	DESC	CL	DESC	ID	NAME	CURRENT RATE	STEP/CLASS
						LL2	5	
						DL0	1	
						DL1	2	
						DL2	2	
						DSSS	8	
						TOTAL	249	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 21-22-182 for Budget Amendment 21-22-131 for Pre-EOY Negative Account balance Clean-Up in Various Cost Centers.**

STATEMENT OF ISSUE

This budget amendment is necessary for Pre-End-Of-Year Negative Account balance clean-up in various cost centers for accounting purposes.

RECOMMENDED ACTION

Move to adopt resolution 21-22-182 for budget amendment 21-22-131.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 (Fire Assessment) ONLY and the overall budget in the amount of $425,000.

Attachments: 21-22-131 Misc. Cost Center Cleanup (BA).pdf
21-22-131R Misc. Cost Center Cleanup (Resolution).pdf
21-22-131 Misc. Cost Center Cleanup (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
August 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/17/2022** SUBMITTED BY: **OMB**

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

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

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	1000	54400	Rentals & Leases		0.00	2,750.00		2,750.00
E	005	2100	55200	Operating Supplies		0.00	1,250.00		1,250.00
E	005	2104	51200	Regular Salaries & Wages		389,350.00		30,000.00	359,350.00
E	005	2104	54100	Communications & Freight		3,752.00	2,500.00		6,252.00
E	005	2106	55230	Attractive Property-Inventory		0.00	1,500.00		1,500.00
E	005	2109	51200	Regular Salaries & Wages		86,349.00	5,000.00		91,349.00
E	005	3200	52200	Retirement Contributions		0.00	9,200.00		9,200.00

REASON:

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-131

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

XX ITEM TO ITEM
XX 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 21-22-131

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	5200	51200	Regular Salaries & Wages		76,771.00	12,000.00		88,771.00
E	005	5330	54600	Repair & Maintenance		123.00	250.00		373.00
E	005	6211	51200	Regular Salaries & Wages		115,893.00	1,000.00		116,893.00
E	005	5108	53400	Contractual Services		100,000.00		5,450.00	94,550.00
E	110	4100	51200	Regular Salaries & Wages		118,986.00	3,000.00		121,986.00
E	110	4104	51200	Regular Salaries & Wages		494,698.00	8,100.00		502,798.00
E	110	4200	51200	Regular Salaries & Wages		80,854.00	11,650.00		92,504.00
E	110	4200	54100	Communications & Freight		587.00	2,500.00		3,087.00
E	110	4998	51200	Regular Salaries & Wages		98,908.00	1,650.00		100,558.00
E	110	9990A	59900	Reserve for Contingency		155,000.00		26,900.00	128,100.00
E	152	5305	59900	Reserve for Contingency		152,673.00		152,673.00	-
E	152	5305	53400	Contractual Services		431,616.14	152,673.00		584,289.14
R	181		3999100	Fund Balance Brought Forward		-	425,000.00		425,000.00
E	181	3217	51200	Regular Salaries & Wages		1,789,757.00	75,000.00		1,864,757.00
E	181	3217	51400	Overtime		275,000.00	250,000.00		525,000.00
E	181	3217	52200	Retirement Contributions		519,087.00	100,000.00		619,087.00
E	401	4210	52300	Life & Health Insurance		255,955.00		160,000.00	95,955.00
E	401	4218	53433	Waste Franchise		4,575,379.00	160,000.00		4,735,379.00

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-131

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

FND	CST CTR	PROJ #	PROJECT TITLE

COST CENTER(S)	COST CENTER TITLE(S)
1000	HCFPIRN LTD Capital Exps
2100	Facilities Management 151
2104	County Administrator
2106	Office of Management & Budget
2109	Public Information
3200	Public Safety
5200	Community Programs
5330	Community Program Services
6211	Libraries - Lake Placid
5108	Health Care Responsibility Act
4100	County Engineer
4104	Maint. Shop & Warehouse
4200	Road & Bridge Admin
4998	GIS
9990A	Budget Expenditure AC/110
5305	Tourist Dev - Marketing & Promo
3217	Fire Assessment
4210	Refuse Disposal System
4218	Refuse Collection Program

Form Revised 08/05/2020

RESOLUTION NO. 21-22-182

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-131 TO THE FIRE ASSESSMENT 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 Fire Assessment Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-131 is hereby approved and authorized to appropriate Fund Balance Brought Forward for FY21/22 in the amount of $425,000.00.

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 6th day of September 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

TRANSPORTATION TRUST FUND- 110 (9990A)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		**$200,000.00**	
12/07/21	12/07/21	21-22-014	($45,000.00)	$155,000.00	To appropriate funds into project 21009 for the purpose of tracking the expenditures for Highway Lighting
09/06/22		21-22-131	($26,900.00)	$128,100.00	To transfer additional funds into cost centers with negative expenditure categories.
REVISED TOTAL:				**$128,100.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **Request to execute the attached Resolution 21-22-174 and Supplemental Agreement No. 01 and Revised Exhibit B with the State of Florida Department of Transportation (FDOT) to provide additional funding needed to complete construction for the widening and resurfacing for Project#18007 Heron St. from Hammock Rd. to Howey Rd.**

STATEMENT OF ISSUE

On March 12, 2019, The HCBCC entered into Small County Outreach Program (SCOP) Agreement #436641-1-54-01 with FDOT in connection with the design and construction for the widening and resurfacing of Heron St. from Hammock Rd. to Thrush Rd. (approximately 1.00 miles). The funds identified in the agreement is $1,001,791.00. During the construction period, the economy experienced unprecedented inflation in materials and fuel costs. It was estimated by the Road & Bridge Department that there would be a funding shortfall of approximately $220,546.00. The Engineering Department consulted with FDOT to obtain the additional funds necessary to complete the project. FDOT graciously agreed to cover the funding shortfall for construction and in-house CEI services. Attached Supplemental Agreement No. 01 and Exhibit B provides the additional funding needed to fully fund the project.

The Board Assistant Attorney has reviewed and approved the SCRAP Supplemental Agreement No. 01 and the accompanying Resolution #21-22-174.

RECOMMENDED ACTION

Move to approve the SCRAP Supplemental Agreement No. 01 and Revised Exhibit B between FDOT and Highlands County for additional funding in the amount of $220,546.00 in conjunction with Resolution #21-22-174.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 151 (Infrastructure Surtax) in the amount of $220,546.00 and will be appropriated in Project 18007 (Heron St. Roadway Improvements.) All monies herein will be reimbursable to FDOT under their grant funding program.

Attachments: Res. 21.22.174_FDOT Project 436641-1-54-01.SGS.pdf

RESOLUTION NO. 21-22-174

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO SUPPLEMENTAL NO.: 1 TO THE AGREEMENT WITH FDOT RELATED TO CONTRACT NO.: G1661, FINANCIAL PROJECT NO.: 436641-1-54-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AMENDMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 12, 2019, Highlands County adopted Resolution 18-19-71, authorizing the Agreement with the Florida Department of Transportation (FDOT) pursuant to the Small County Road Assistance Program, FDOT Contract No.: G1661, Financial Project No.: 436641-1-54-01, for the design and construction for the widening and resurfacing of Heron Street from Hammock Road to Howey Road (approximately 1.00 mile); and

WHEREAS, Highlands County has determined that it is in the best interest of the public to amend the Agreement with FDOT and provide for additional permissions related to certain necessary future amendments.

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

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

SECTION 2. **Approval of Amendment and Authorization to Execute.**

A. Supplemental No.: 1 to the Agreement, related to FDOT Financial Project No.: 436641-1-54-01/02, in connection with the design and construction for the widening and resurfacing of Heron Street from Hammock Road to Howey Road (approximately 1.00 miles) attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

B. To the extent future amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the County Attorney and County Administrator, the Chairperson or a designee thereof is hereby authorized to execute such amendments to the Agreement on behalf of the County without further action by the Board of County Commissioners.

C. The County Administrator shall notify the Board of County Commissioners, by way of informational agenda item, of any amendment executed pursuant to this Resolution. Failure of the County Administrator to notify the Board of County Commissioners related to any such amendment shall not in any way invalidate the same.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to Supplemental No.: 1 to the Agreement pertaining to FDOT Financial Project No.: 436641-1-54-01/02, in connection with the design and construction for the widening and resurfacing of Heron Street from Hammock Road to Howey Road (approximately 1.00 mile) approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

DocuSign Envelope ID: D7BCA76C-10AF-4B8A-A679-002D57502350

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

CONTRACT NO.
G1661

FPN
436641-1-54-01

Recipient: Highlands County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 03/12/2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

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

Exhibit B "SCHEDULE OF FINANCIAL ASSISTANCE" is replaced in its entirety by the attached the REVISED EXHIBIT "B" SCHEDULE OF FINANACIAL ASSISTANCE and is incorporated by reference. Per request from Highlands County $220,546.00 (Two Hundred Twenty Thousand Five Hundred Fourty-Six Dollars) in additional construction funding (Phase 54) in fiscal year 2023 has been programmed to the project. The Project total is now $1,222.337.00 (One Million Two Hundred Twenty-Two-Thousand Three Hundred Thirty-Seven Dollars).

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

Highlands County requested additional funding to cover project cost shortfall due to increases in material cost.

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

RECIPIENT:
Highlands County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

_____

DocuSign Envelope ID: D7BCA76C-10AF-4B8A-A679-002D57502350

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Ave, Sebring, FL 33870	436641-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2018/2019**	Maximum Department Participation (SCOP	$1,001,791.00	$	$1,001,791.00	☐ In-Kind ☐ Cash
FY: **2022/2023**	Maximum Department Participation (SCWR)	$220,546.00	$	$220,546.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,222,337.00 %	$ 0.00 %	$1,222,337.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$1,222,337.00	$ 0.00	$1,222,337.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
Signature

8/12/2022 | 12:50 PM EDT
Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER:	**Leah Sauls, Development Services Director** **Clinton Howerton, Jr, County Engineer**
SUBJECT/TITLE:	**Request to appoint seven members to the to the Highlands County Future Growth Fund Advisory Committee.**

STATEMENT OF ISSUE

The Future Growth Fund Advisory Committee was created at the June 21, 2022 Board Meeting with the purpose to review and evaluate possible re-instatement of the County's Impact Fees, consider other possible sources of revenue available to the County, and recommend the best approach for imposition of such available funding sources to the Board of County Commissioners.

The Advisory Committee shall consist of seven (7) members, with at least one member having current or prior experience in each of the following categories/professions: 1. Banking 2. Real Estate 3. General Contractor 4. Developer 5. Engineer/Architect/Planning

Five members shall be appointed by the Commission, one selection per Commissioners, and two by the County Administrator.

Candidates for consideration are as follows:

1. Banking
2. Real Estate
   a. Emily Jones, Re/Max Realty Plus (Sebring Office), Realtor
   b. Steve Fruit, RE/MAX Realty Plus (Sebring Office), Agent
   c. Peter McDevitt, Coldwell Banker Highlands Properties, Broker Associate
   d. Christine Lopez, Berkshire Hathaway HomeServices Florida Properties Group, Realtor & Highlands County Offices Market President
   e. Sara Pipal, Berkshire Hathaway Home Services Florida Properties Group, Broker Associate
   f. Sharon Dougan, Compton Realty, Agent
3. General Contractor
   a. William 'Ron' Handley, Handley Homes
   b. Bill Brantley, Brantley Construction
4. Developer
   a. Doug Waltz, Waltz Company of Sebring
5. Engineer/Architect/Planning
   a. Carl Cool, Cool and Cobb Engineering Company
6. Other
   a. Andrew Lethbridge, School Board of Highlands County
   b. Jodi Fountain, Receptionist Veteran Advocate for College Admissions

c. Chantel Parris, Ordained Minister, Business Owner, and Community leader

RECOMMENDED ACTION

Move to approve seven members to the to the Highlands County Future Growth Fund Advisory Committee.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: Committee Application_Andew Lethbridge.pdf
Committee Application_Carl Cool.pdf
Committee Application_Christine Lopez.pdf
Committee Application_Doug Waltz.pdf
Committee Application_Emily M Jones.pdf
Committee Application_Jodi Fountain.pdf
Committee Application_Peter H McDevitt.pdf
Committee Application_Sara Pipal.pdf
Committee Application_Sharon Dougan.pdf
Committee Application_Steve Fruit.pdf
Committee Application_William R. Handley.pdf
Committee Application_Bill Brantley.pdf
Committee Application_Chantel Parris.pdf

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Monday, August 8, 2022 9:28 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Andrew Lethbridge
Address = 426 SCHOOL STREET
City = SEBRING
State = FL
Zip_Postal_Code = 33870
Phone = 8634715732
Email = lethbria@highlands.k12.fl.us
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Deputy Superintendent for the School Board of Highlands County 07/03/17 - Current
Previous Employment Experience: = Elementary Teacher 08/10/99 - 05/24/04
Assistant Principal - 07/19/04 - 06/12/07
Principal - 07/01/08 - 06/28/13
Director of Elementary Education - 07/01/13 - 06/30/16
Director of Human Resources - 07/01/16 - 06/30/17
High School = High School
College = Warner Southern College
Special Training: = Special Training
Activities & Interest: = Grace Bible Church
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = Yes
Age = 48
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 169.139.152.16

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Cool and Cobb Engineering Company

August 01, 2022

Clinton "Gator" Howerton, Jr., P.E.
County Engineer/Solid Waste Director
Highlands County Board of County Commissioners
505 South Commerce Avenue
Sebring, Florida 33870

Re: Future Growth Advisory Committee

Dear Mr. Howerton:

Thank you for your email regarding membership on the "Future Growth Advisory Committee". I am interested in membership and should be able to be in attendance of the meetings as they are currently planned.

Please consider me for membership on the "Future Growth Advisory Committee". A copy of my Resume is attached for your consideration.

Sincerely,

Carl E. Cool, P.E.
Professional Engineer

Carl E. Cool, P.E.
203 W. Main St.
Avon Park, FL 33825
Fla. License No. 16921
Office: (863) 657-2323
Fax: (863) 657-2324
Email: carl@coolandcobb.com



Carl E. Cool, P.E.

Cool and Cobb Engineering Company
Vice-President

Mr. Cool has over 50 years of experience in Engineering. He worked for Highlands County for 33-years in different capacities, with the last being County Administrator. He is the founding member of Cool and Cobb Engineering which has grown into a mid-size engineering company with nine employees who bring a vast amount of knowledge and experience to our Company.

Areas of Expertise

- Project Management
- Quality Assurance/Quality Control
- Stormwater Master Planning & Permitting
- Roadway Design & Planning
- CCEI Engineering
- Project Scheduling & Budgeting
- Grant & Funding Assistance
- Structural Building Design
- Pump Station & Landfill Design

Education

- University of South Florida
  Bachelor of Science, Civil Engineering
- South Florida Community College,
  Associates of Arts

Licensure

- Florida Licensed Engineer PE 16921

Affiliations

- Florida Board of Professional Engineers (FBPE)
- American Society of Civil Engineers (ASCE)
- Sebring Sunrise Rotary Club
- Sebring Airport Authority Bd Member

Responsibilities include management of daily business operations and overseeing our Helical Pile Division, which completes 1,200-plus jobs a year. He oversees all areas of business including engineering, construction management services, and writing Grants for funding of City and County Projects. Specifically oversees all transportation/roadway and various stormwater projects including studies, reports, and design. Ensures proper allocation of resources, staffing, financial management, quality control and timely project completion.

Selected Relative Experience:

Sebring Parkway – The original planning and site design was completed by the County Engineer's office under Carl's direction. He supervised the Site Corridor and Feasibility Studies and the right-of-way surveys and property negotiations. During Phase II, he was Subcontractor to the Engineer of Record and completed the design of signs and traffic markings.

Landfill Design & Permitting - Carl has obtained over twelve landfill permits in the State of Florida. He completed the Master Plan for the Arbuckle Creek Landfill as well as the Environmental Permitting and Construction Inspection. Two solid waste transfers stations were designed, permitted, and constructed under his supervision. He was also responsible for the Highlands County Shell Pit design and permitting (Dewatering Plan & Access Roads), the design and permitting of Williams Marl Pit and Clark Road Marl Pit.

Lake Bonnet Clubhouse – Responsibilities included Bid Documents and Specifications, permitting and the design of a 7,900+ square foot clubhouse. Carl was also in charge of Construction Management throughout the Project.

Avon Park Airport – Carl completed the complete redesign of the airport drainage system.

Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Monday, August 1, 2022 10:01 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Christine Lopez
Address = 617 Cunningham Street
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-443-4957
Email = clopez@bhhsflpg.net
Request = Affordable Housing Advisory Committee
Request = Board of Adjustment / Planning & Zoning Commission
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = I currently work for Berkshire Hathaway HomeServices Florida Properties Group as the Market President for the Highlands county offices. I have been a realtor for the last five years.
Previous Employment Experience: = My previous employment experiences include working for the Highlands County School Board as a IDEA clerk, I worked for Highlands Independent Bank as a Loan Processor and I worked for a bank called TIB Bank as a teller.
High School = High school diploma/ Key West High School
College = College
Special Training: = Special Training
Activities & Interest: = Some of my interests would be marketing, coaching others in real estate, volunteering and community involvement. The activities I enjoy are being on the lakes fishing and spending time with family.
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 40
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 96.94.6.197

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, August 17, 2022 1:31 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Doug Walz
Address = 915 Mall Ring Rd.
City = Sebring
State = Fl.
Zip_Postal_Code = 33870
Phone = 863-381-1198
Email = doug@walzco.om
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Walz & Company of Sebring - Construction
Walz Management and Water Tower Park - Property Management
Walz Marketing - Marketing and Outdoor advertising
Previous Employment Experience: = All of the above
Epic Wealth Fund - Real Estate Investment fund
High School = High School
College = Some College
Special Training: = General Contractor
Activities & Interest: = Work and Family
Current positions on boards, committees, elected offices, law enforcement positions: = None currently. I did serve for 17 years on the Planning and Zoning Commission.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 55
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.91.125.13

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, July 21, 2022 4:44 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Emily M. Jones
Address = 4417 Sturgeon Drive
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = (863) 446-3246
Email = emily@emilyjones.us
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Licensed Realtor at ReMax Realty Plus in Sebring, FL
Previous Employment Experience: = Marketing in Highlands County, FL
Public Service in Highlands County, FL
Sales in the State of FL
High School = Avon Park High School Class of 2007
College = South Florida State College
Special Training: = Sales and Marketing Training
Activities & Interest: = Working - Selling Real Estate full time
Family
Spending Time in the community at various venues
Visiting with residents of Highlands County
Current positions on boards, committees, elected offices, law enforcement positions: = none
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 33
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 173.163.214.109

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Tuesday, August 2, 2022 12:06 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Jodi Fountain
Address = 1 E Wolf st
City = Avon Park
State = Fl
Zip_Postal_Code = 33825
Phone = 985-774-6563
Email = jodi5773@gmail.com
Request = Extension Advisory Council
Request = Tourist Development Council
Request = Veteran Services Advisory Board
Membership Type = Regular Member
Current Employment Experience: = Receptionist
Veteran Advocate for College admissions
Previous Employment Experience: = Secretary at Community College
Veteran Advocate
High School = High School
College = College: Nunez CC
Special Training: = Special Training:
Activities & Interest: = Veteran Housing/ Homelessness Prevention/ PTSD Solutions

Current positions on boards, committees, elected offices, law enforcement positions: = The Soldiers' House Non-Profit (Louisiana) Transitional Housing Project
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 49
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 96.71.127.94

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, July 21, 2022 5:00 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Peter H McDevitt
Address = PO Box 112
City = Lake Placid
State = Fl
Zip_Postal_Code = 33862
Phone = 863 414 7025
Email = pmcdev64@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Broker Associate with Coldwell Banker Highlands Properties since 1979
Previous Employment Experience: = Retail management in south Florida
High School = Graduate Ft. Lauderdale High School
College = Bachelors degree in Business from Transylvania University, Lexington, Ky
Special Training: = Real Estate Brokers License (Florida)
Activities & Interest: = Golf, fishing, reading
Current positions on boards, committees, elected offices, law enforcement positions: = Member, Board of Directors Sebring Airport Authority.

Previously served on the County's Citizens Advisory Committee for the Comprehensive Plan (late 80's to early 90's)
Also, previously served on the County's Land Development Regulations Task Force (early 90's)
Previously served on the County's Economic Development Board (12 years, prior to service on the Sebring Airport Authority)
Relation = No
Relative Name: =
Relationship: =
Gender = Male
Disabled = No
Age =
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.62.18.206

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, July 21, 2022 8:55 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Sara Pipal
Address = 3437 Lake Josephine Drive
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 612-404-8116
Email = spipal@bhhsflpg.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Broker Associate for Berkshire Hathaway Home Services Florida Properties Group.

Experience:
• 2022 – President Elect Heartland Association of Realtors®
• 2022 – SRS Designation – Seller Representative Specialist
• 2021 – Chairman: Diversity and Inclusion Committee
• 2021 – Members of the MLS Committee and the Ethics and Professional Standards Committee
• 2020 – GRI Designation – Graduate Realtor Institute
• 2020 – Certification: At Home with Diversity
• 2020 – President's Circle Award BHHSF
Previous Employment Experience: = Managing Broker for Coldwell Banker Highlands Properties 2016-2018
Broker Associate Coldwell Banker Burnett - MN 2010-2016
High School = Licensed Realtor® in the State of Florida
College = GRI - Graduate Real Estate Institute
Special Training: = Special Training
Activities & Interest: = Traveling with my family. Camping. Volunteering in my community.
Current positions on boards, committees, elected offices, law enforcement positions: = • 2022 – President Elect Heartland Association of Realtors®
• 2021 – Chairman: Diversity and Inclusion Committee
• 2021 – Member of the MLS Committee and the Ethics and Professional Standards Committee
• Member of the Diversity Committee, RPAC Committee, Government Committee
• Director of MAR – Minneapolis Association of Realtors - 2019
• Director of the Realtors® Association of Highlands County – 2016-2018 and 2020 - 2021

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 56
Race: = White

Signature Certification: = Checked indicating Electronically Signed
Client IP = 172.58.173.11

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Thursday, August 18, 2022 2:53 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Sharon Dougan
Address = 115 Edgewater Dr. S
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-243-3174
Email = sadougan1@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Employed with Compton Realty 518 US 27 S Lake Placid, FL 33852 since I received my realtor license on Dec. 9, 2005. Just short of 17 years.
Previous Employment Experience: = Worked for my parents in the Beef Processing Industry. From Retail Grocery Store to raising, slaughter and processing of Cattle. Also processed Hogs, Deer, Chicken..and just about anything the farmers needed slaughtered.
PNC Bank Erie, P A Teller
Houston TX Property Manager Shadowcreek Apt.
Anne Roselle Property Temps.
Also worked in Bookkeeping in Erie, PA
High School = Rice Ave. Union High AKA Girard area High School
College = American Institute of Banking 24 college credits, Mercyhurst Econ 1 &2,

Special Training: = Houston Community College Psychology 1 & Geology 1
Activities & Interest: = Church, Choir, Stain Glass, Growing Flowers, Playing Card, Swimming, Bike riding, Hiking, Travel,
Current positions on boards, committees, elected offices, law enforcement positions: = Currently very little...after being my husbands caregiver for several years ..I am just getting back to my business. I care very deeply concerning this subject .. when Impact fee were implemented ..I was very involved. I did research to learn as much as possible to understand how the Impact Fees might effect Highlands County. I believe I could be an asset to the committee. I hope you will too!
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 75
Race: = White
Signature Certification: = Checked indicating Electronically Signed

Client IP = 96.85.246.202

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, July 20, 2022 9:17 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Steve Fruit
Address = 2979 Placid View Dr.
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-414-4919
Email = steve@teamfruit.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = Over 20 years experience selling Real Estate full time in Highlands County. Consistently one of the top agents in the Heartland. Specializing in Residential, commercial and acreage. Currently an agent with RE/MAX Realty Plus in Sebring and who I've been with for about 15 years. Previously I was with ERA Advanced All Service Realty in Lake Placid, which is no longer in operation. I serve all of HIghlands and Hardee counties and parts of Polk county. Awarded HAR Realtor of the Year, Hall of Fam

Previous Employment Experience: = I worked for a number of technology firms in sales and marketing, including GTE Automatic Electric, GTE Business Communication Services, Siemens/GTE Transmission Systems, General Datacomm, Larscom, Racal Datacomm, and VINA. My career began upon graduation from the University of Central Florida in 1979. A complete resume with dates and job descriptions is available upon request.
High School = Wagner High School, Clark AFP Phillippines
College = University of Central Florida, Bachelor of Science in Engineering, 1979
Special Training: = Numerous technical schools, business and real estate. Details available
Activities & Interest: = Hunting, Fishing, Golf, Family camping, Community Service
Current positions on boards, committees, elected offices, law enforcement positions: = Heartland Association of Realtors, board of directors, chairman of Government Affairs Committee;
Previously served on Highlands county's Affordable Housing Committee, Water Advisory Committee, and Tax Abatement Committee.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 72
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.73.242

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Friday, July 29, 2022 9:31 AM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = William R. Handley
Address = 2636 Mellow Lane
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 863-381-2842
Email = ronhandley13@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = State of Florida Building Contractor Licensee
Previous Employment Experience: = Building Contractor
9 years on HCBOCC
High School = Sebring High School
College = SFSC & University of Florida
Special Training: = Special Training
Activities & Interest: = Hunting, Fishing, Golfing, Family
Current positions on boards, committees, elected offices, law enforcement positions: = Heartland National Bank Director
Highlands Regional Medical Center Board of Trustees
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 68
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.44.141

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, August 31, 2022 7:53 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Bill Brantley
Address = 417 East Interlake Blvd.
City = Lake Placid
State = Florida
Zip_Postal_Code = 33852
Phone = 863-441-2659
Email = Bill@brantley.pro
Request = Extension Advisory Council
Current Employment Experience: = Highlands county school boardCertified building contractor
Previous Employment Experience: = Six years on Lake Placid town council12 years on Hinds county school board28 years as a license Florida building contractor31 years as a license Florida realtor
High School = Lake Placid high school
College = University of Central Florida
Special Training: = None
Activities & Interest: = Hunting fishing diving and community involvement
Current positions on boards, committees, elected offices, law enforcement positions: = Highlands county school board till November.Play classic Chamber of Commerce executive board
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 52
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 4.36.112.226

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Sauls, Leah M.

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
Sent: Wednesday, August 31, 2022 4:42 PM
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Chantel Parris
Address = 259 US Highway 27 N
City = Sebring
State = Florida
Zip_Postal_Code = 33870
Phone = 863-381-7716
Email = ardysschantel@gmail.com
Request = Extension Advisory Council
Membership Type = Regular Member
Current Employment Experience: = I am an ordained minister, business owner, and community leader. I am very present in our community. I attend our Commissioner meetings. I am abreast of the issues at hand within our community.
Previous Employment Experience: = Worked as a Development Specialist for Highlands County Building Department for 10+ years. I received training of the implementation and assessments on both commercial and residential properties.
High School = Sebring High School
College = Masters in Ministry - Warner University
Special Training: = Received training as a Development Specialist to assess/apply impact fees.
Activities & Interest: = I am a leader at Bountiful Blessings Church of God. I enjoy attending meetings and events. I love to encourage and inspire others.
Current positions on boards, committees, elected offices, law enforcement positions: = Board Member of Highlands County YMCABoard Member of Samaritan's TouchAmbassador of Sebring Chamber of Commerce
Relation = Yes
Relative Name: = Hayford Dillon
Relationship: = Brother-in-law
Conviction = No
Gender = Female
Disabled = No
Age = 49
Race: = Black or African American
Signature Certification: = Checked indicating Electronically Signed
Client IP = 67.238.66.12

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Sherri L. Bennett, Human Resources Manager**

SUBJECT/TITLE: **Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance annual renewal for fiscal year 2022/2023.**

STATEMENT OF ISSUE

This is the annual premium renewal for Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance from Preferred Governmental Insurance Trust (Preferred). This Package Policy covers the Highlands County Board of County Commissioners, Clerk of Courts, Property Appraiser, Tax Collector, Sherriff (Facilities Only) and the Supervisor of Elections. Please refer to the Executive Summary for further details.

RECOMMENDED ACTION

Move to approve the Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation Insurance Policies annual renewal for fiscal year 2022/2023 with Risk Management Associates, Inc. dba Brown & Brown PRIA, Agent of Record for Preferred Governmental Insurance Trust.

FISCAL IMPACT

The estimated premium of $ 1,921,100 is included in the FY 22/23 budget. This is an increase of $399,600 from the previous year.

Attachments: HCBCC Exec Summary 22-23 2.pdf
HCBCC Premium Recap 22-23 - Revised 8-31-22.pdf
HCBCC Premium Comparison 22-23 Revised 8-31-22.pdf

Project Approach

Prior to and following the County's RFP for Property and Casualty Insurance and Risk Management Services in 2021, Risk Management Associates, Inc., dba Brown & Brown Public Sector (fka PRIA), has been chosen and approved by the County to provide the following services:

- Property & Casualty Insurance Design & Placement
- Immediate consulting/service response time
- Risk Assessment
- Safety & Loss Control Solutions
- Claims Advocacy
- Legislative and Industry Communications

Coverage Overview (Preferred Package/Workers Compensation)

The majority of the County's Property/Casualty insurance is provided by the Preferred Governmental Insurance Trust (*Preferred*). *Preferred's* Package and Workers' Compensation insurance policies cover the risk exposures of the Board of County Commissioners and Constitutional Officers, with exception of the Sheriff. The Sheriff has a separate Liability and Workers' Compensation insurance program. However, Sheriff's Property insurance for facilities is included within the County's program recommended herein.

The County has reported increased exposure bases of 18.61% payroll and 13.81% in insured vehicle value. There has also been a deterioration in claims experience. As we are continuing to deal with a challenging "hard" re/insurance market (See Market Trend Section), the insurance renewal has been presented with increased premiums.

Coverages proposed for the 10/1/22-23 FY, are similar to current coverage, with the following notable changes:

- Various form updates for coverage clarifications
- Property Vacancy Provision added (coverage limited if vacant more than 90 days)
- Deadly Weapon Enhancements:
    - Property Damage limit increased to $1,000,000 from $250,000 sublimit
    - Add Medical Expenses - $25,000 per person
    - Add Accidental Death & Dismemberment - $50,000 per person
- Cyber Liability Changes:
    - Ransomware limit changed to $500,000 from Included (in $2,000,000 aggregate limit)
    - Coverage for Bricking (actual damage to hardware from malware) increased to $500,000 from $250,000
    - Coverage for Dependent Business Interruption System Failure (third party provider system failure causing outage to County) increased to $1M from $500,000

Risk Management Resources

During the past year, Brown & Brown has worked with the County on the following short- and long-term projects to focus on reducing claims and accidents.

This has been accomplished through Brown & Brown securing a dedicated, highly experienced on-site resource - Sr. Risk Control Consultant, Pamela Hancock.

- **Claims Management**
  - Claims Advocacy
  - Regular Claim Reviews
  - Emergency Response Protocol

- **Exposure Review** including real property, equipment, vehicles, payroll, and employee classifications.
  - On-site Property Appraisal Service provided at no charge to County in 2019
  - 2019 Property Appraisal Value (@$150/structure x 300+ structures) = **$45,000**
  - Future property appraisal to be provided

- **Loss Control Resources and Services Provided:**
  - Support and training for new Risk Management Coordinator
  - Roadmap for Safety Committee reorganization with Pamela Hancock.
  - Preferred Risk Management Resource (access to HR/Cyber/ADA legal panel, policies and procedures, etc.)
  - Preferred TIPS Award – 50/50 Matching safety/loss control grant up to $5,000.
  - Streamery - streaming group video training
  - Bi-Monthly Enquiron presentations and other Webinars
  - Target/Vector Solutions (LMS with 800+ online training courses) = Highlands County utilized 1,168 courses through 376 users = **Value of $27,072**

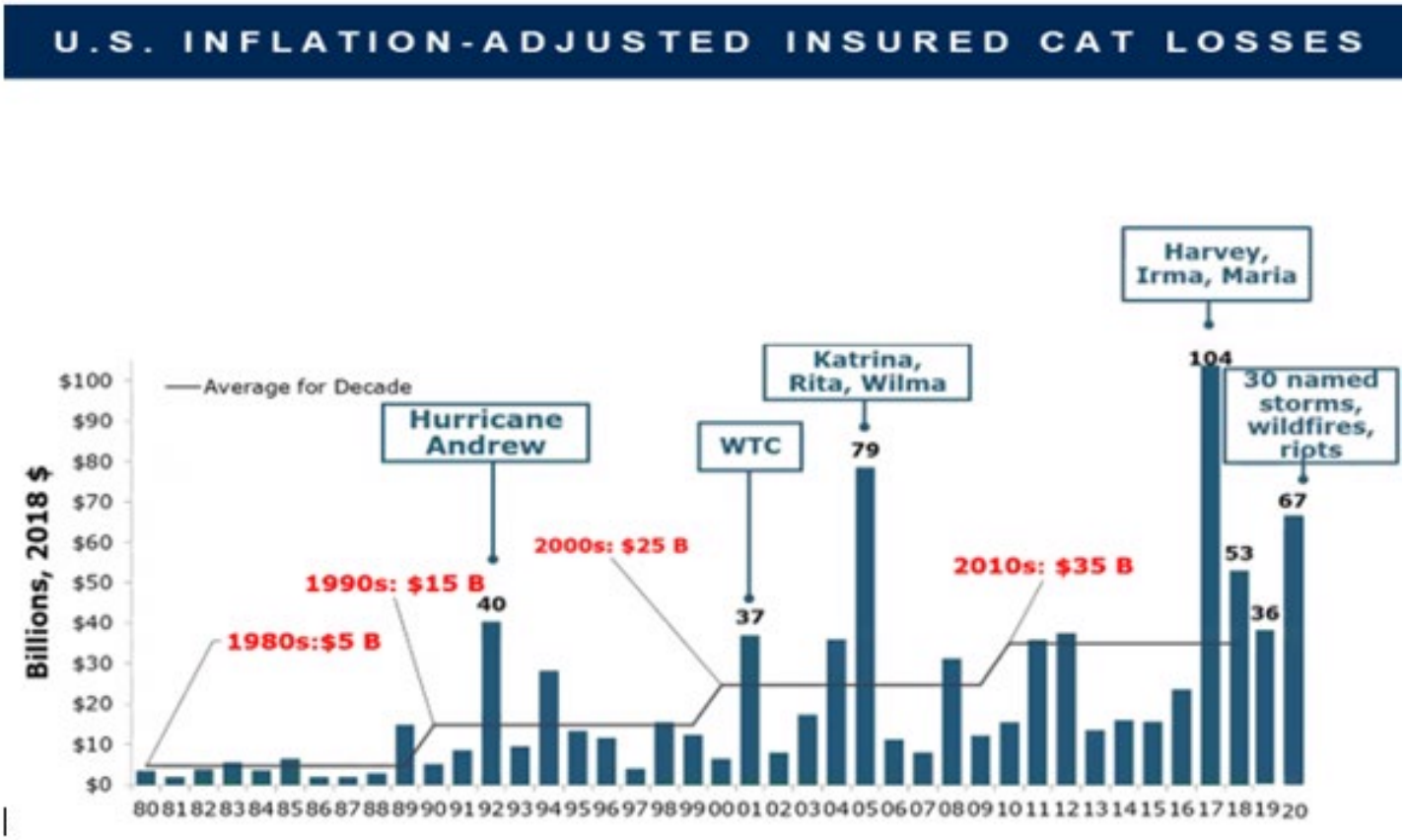
Over $70,000 in value added services provided to the County at no additional cost!

Insurance Market Trends

The insurance marketplace has experienced over 4 years of overall rate increases providing hard market conditions, including rate increases and unfavorable changes in terms and conditions. With increased frequency and severity of insured losses over the past decade, insurance companies are not turning an underwriting profit on average.

Property

Concerns of changes in risk exposure such as climate change, global economic impact, and inflation applicable to goods and services required to repair property assets are of top concern to the underwriting community. The overall trend is Catastrophic losses are increasing significantly by the decade.



A report issued by Business Insurance in 3/2022 stated that natural catastrophe insured losses in 2021's third quarter were almost double those of the year-earlier period 2020, mainly from Hurricane Ida. Early reports suggest 2021 could be the second worst year for natural catastrophe losses in the U.S., after 2017, which was driven by Hurricanes Harvey, Irma and Maria.

Insurance Market Trends

Property

Risk and Insurance Magazine issued 5/16/2022 documented the following underwriting concerns and statistics:

- America's infrastructure is aging; investment in repairs and hardening is viewed favorably.
- Power grid failures are also a sign of vulnerable infrastructure (ie Winter Storm Uri caused blackouts in more than 75% of Texas)
- NOAA report: In 2021 there were 20 weather disaster events with losses over $1B each. The average weather events over $1B from 1980-2021 is 7.4 events per year.
- Flooding: 99% of US counties were impacted by a flooding event between 1996 and 2019.
- Inflation: Currently over 8%
- Valuation Accuracy: Estimated 75% of business properties in the US are underinsured, per Marshall & Swift/Boeckh.
- Water Damage is the 2nd largest non-Cat driving affecting the commercial property industry, per Liberty Mutual and ISO data.
- Civil Unrest
- Supply Chain Disruption

Social Inflation (Casualty)

Social Inflation is the increase in insurance losses caused by legislative, judicial, social and economic developments. In other words, Social Inflation is the current change in societal trends and views toward litigation. Hard to predict, social inflation makes underwriting and pricing liability and certain classes of Workers Compensation (such as FL Presumption exposure) insurance difficult. Below are a few examples of historical social inflation impacts:

"Nuclear" verdicts	
From 2014 to 2018, U.S. plaintiff awards have ***almost doubled*** in total dollar amounts, with a few ***exceeding $1 billion***. Plaintiff awards in the commercial trucking industry have increased dramatically in number and size. The American Transportation Research Institute (ATRI), looked at trucking litigation data on 600 cases between in 2006 and 2019. In the first five years, it found 26 cases in which the awards exceeded $1 million; in the last five years, there were nearly 300.	**Lines most affected:** -Commercial auto liability -Product liability -Medical malpractice **Factors thought to contribute:** -Sympathetic jurors, distrust of corporations; -Plaintiffs' attorney use of emotion-driven "reptile brain" tactics; -Attorney advertising and public desensitization to large numbers, leading to a "jackpot mentality" among prospective plaintiffs.

Social Inflation (Casualty)

Class actions and litigation funding	
Class actions A 2020 survey found ***class action defense accounted for 11.6 percent of U.S. litigation spending***. A 2019 report by Milliman found a "staggering" rise in the size of ***securities class action settlements***, to $2.4 billion in 2018 from $1.4 billion in 2017. Virtually all proposed mergers and acquisitions involving public companies now trigger lawsuits alleging false and deceptive disclosures to shareholders. **Litigation funding** Litigation funders assume all or part of litigation costs for an agreed-upon percentage of any settlement or judgment. This can allow plaintiffs to employ experts, investigators, and witnesses to develop effective strategies – options once only available to corporate defendants.	**1,300+** COVID-19-related employment complaints filed in federal and state courts in 2020. **67** of those were class actions. *Source:* Jackson Lewis COVID-19 Employment LitWatch In response to ethics concerns the American Bar Association's policymaking arm in 2020 approved best practices for firms participating in these deals.

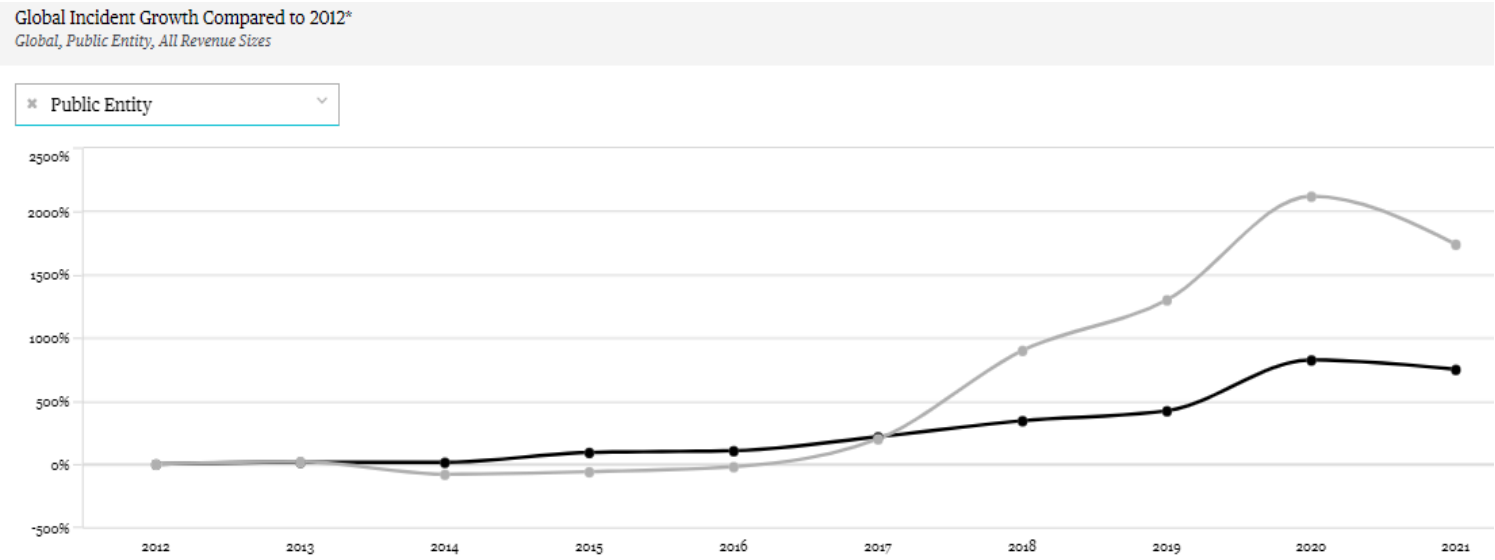
Tort reform rollbacks	
In the 1980s, liability claims pushed the U.S. insurance industry to the brink of collapse. Coverage costs rose dramatically across all sectors. Tort reforms were enacted across the country, and loss ratios generally declined.	Tort reform rollbacks are often cited as contributing to social inflation, but evidence of the connection is scant. A notable exception involves statutory limits on non-economic damages, which have been effective in controlling rising liability claim costs. The supreme courts of eight states have overturned such limits enacted by their legislatures.

Cyber Liability

Below are benchmarking statistics for Public Entity Number of Incidents from 2012 – 2022.

The gray line represents Public Entities and the black line all industries.

From this data, the number of Public Entity incidents as a whole are greater than other organizations.



Take Note

The cyber insurance market continues to present significant challenges for buyers.

Premium Recapitulation
Page 1 of 3
Revised 8/31/2022

	Annual Premium	Check Option Accept	Reject
***Preferred* Package**			
Property including Equipment Breakdown	$603,875.00	☐	☐
Inland Marine	$52,779.00	☐	☐
Crime / Employee Dishonesty	$3,000.00	☐	☐
General Liability	$110,368.00	☐	☐
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	$139,658.00	☐	☐
Cyber Liability	$11,408.00	☐	☐
Automobile Liability	$103,507.00	☐	☐
Automobile Physical Damage	$154,682.00	☐	☐
Package Payment Plan:	CONFIRM CURRENT: 50% Down, 2-25% Installments	☐	☐

***Deadly Weapon Protection Coverage: Any Event that occurs at a Location which has been specifically leased or loaned by the County to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.**

Workers' Compensation	$681,092.00	☐	☐
Workers' Compensation Payment Plan:	CONFIRM CURRENT: 25% Down, 9 Installments	☐	☐

All lines of coverage must be accepted in order to bind coverage with *Preferred*.

Premium Recapitulation
Page 2 of 3
Revised 8/31/2022

	Annual Premium	Check Option Accept	Reject
Pollution Liability			
Option 1: Indian Harbor Ins Co/XL (Incumbent)	$44,227.00	☐	☐
Optional TRIA Terrorism	$442.00	☐	☐
Option 2: Illinois Union Ins Co/Chubb (package)			
Premises Pollution Liability	$32,747.00	☐	☐
Optional TRIA Terrorism	$1,637.00	☐	☐
TankSafe Storage Tank Liability	$5,450.00	☐	☐
Optional TRIA Terrorism	$273.00	☐	☐
Watercraft Hull & Liability	$11,180.00	☐	☐
Fiduciary Liability 3-year policy term (w/ Annual Installments of $3,095.00)	$3,095.00	**3-year policy term**	
Excess Crime	$1,779.00		
FIGA Fee	$7.92		
Total Premium	$7,786.92	☐	☐

Premium Recapitulation
Page 2 of 3
Revised 8/31/2022

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

SIGN HERE

_____
(Signature)

_____
(Name & Title)

_____
(Date)

Covered Party:	Highlands County BOCC
Effective Date:	10/1/2022

Brown & Brown

Coverage & Premium Comparison

As of 8/24/22

	2021/2022			2022/2023			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**2021/2022**	**2022/2023**
Property:								
Preferred Governmental Ins. Trust								
Blanket Buildings & Contents	$144,538,398	$1,000	$ 526,800	$144,538,398	$1,000	$ 603,875	Property	
Equipment Breakdown	$100,000,000	$1,000		$100,000,000	$1,000		Exposure	$ -
Excess Flood	$5,000,000	$1,000 except Zones A, V		$5,000,000	$1,000 except Zones A, V		Difference	0.00%
Earthquake	$5,000,000	$1,000		$5,000,000	$1,000			
Terrorism	$5,000,000	$1,000		$5,000,000	$1,000		Premium	$ 77,075
Named Windstorm - Property & Inland Marine	$144,538,398	2% / $10,000 Minimum		$144,538,398	2% / $10,000 Minimum		Difference	14.63%
Additional Expense	$2,000,000	$1,000		$2,000,000	$1,000			
Business Income	$1,000,000	$1,000		$1,000,000	$1,000			
Errors & Omissions	$250,000	$1,000		$250,000	$1,000			
Debris Removal	$1,250,000 or 25%, whichever greater	$1,000		$1,250,000 or 25%, whichever greater	$1,000			
Demolition & Increased Cost of Construction	$5,000,000	$1,000		$5,000,000	$1,000			
Inland Marine:							Inland Marine	
Unscheduled Blanket Inland Marine	$2,682,947	$1,000	$ 40,801	$2,682,947	$1,000	$ 52,779	$19,504,990	$22,027,157
Communications Equipment	$1,145,539	$1,000		**$1,474,539**	$1,000			
Contractor's / Mobile Equipment	$13,334,864	$1,000		**$15,573,031**	$1,000		Exposure	$ 2,522,167
Electronic Data Processing	Included in Blanket	$1,000		Included in Blanket	$1,000		Difference	12.93%
Emergency Services Portable Equip	$495,000	$1,000		**$450,000**	$1,000			
Fine Arts	Included in Blanket	$1,000		Included in Blanket	$1,000		Premium	$ 11,978
Other Inland Marine	$846,640	$1,000		$846,640	$1,000		Difference	29.36%
Rented Borrowed Leased Equipment	$1,000,000	$1,000		$1,000,000	$1,000			
Valuable Papers	Included in Blanket	$1,000		Included in Blanket	$1,000			
Watercraft	Not Included	N/A		Not Included	N/A			
		Sub-Total	**$ 567,601**		**Sub-Total**	**$ 656,654**		
Crime:								
Preferred Governmental Ins. Trust								
Employee Dishonesty	$500,000	$1,000	$ 2,850	$500,000	$1,000	$ 3,000		
Theft, Disappearance & Destruction In/Out	$500,000	$1,000		$500,000	$1,000			
Computer Fraud, including Funds Transfer	$500,000	$1,000		$500,000	$1,000			
Forgery/Alterations	$500,000	$1,000		$500,000	$1,000			
							Premium	$ 150
		Sub-Total	**$ 2,850**		**Sub-Total**	**$ 3,000**	Difference	5.26%
Excess Crime:								
Travelers Casualty & Surety Co.								
Employee Dishonesty	$500,000	$501,000	$ 1,779	$500,000	$501,000	$ 1,787		
Theft, Disappearance & Destruction In/Out	$500,000	$501,000		$500,000	$501,000			
Funds Transfer	$500,000	$501,000		$500,000	$501,000			
Computer Fraud	$500,000	$501,000		$500,000	$501,000			
Forgery/Alterations	$500,000	$501,000		$500,000	$501,000		Premium	$ 8
		Sub-Total	**$ 1,779**		**Sub-Total**	**$ 1,787**	Difference	0.45%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2021/2022			2022/2023			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**2021/2022**	**2022/2023**
General Liability:							**Payroll**	
Preferred Governmental Ins. Trust							$25,572,295	$30,330,222
General Liability	$2,000,000	$0	$ 83,336	$2,000,000	$0	$ 110,368	Exposure	$ 4,757,927
Employee Benefits	$2,000,000	$0		$2,000,000	$0		Difference	18.61%
Medical Payments	$2,500	$0		$2,500	$0			
Deadly Weapon Protection	$1,000,000	$0	Included	$1,000,000	$0	Included		
							Premium	$ 27,032
		Sub-Total	**$ 83,336**		**Sub-Total**	**$ 110,368**	Difference	32.44%
Automobile:							**Vehicles**	
Preferred Governmental Ins. Trust							312	317
Auto Liability	$2,000,000	$0	$ 90,756	$2,000,000	$0	$ 103,507	**TIV**	
Uninsured Motorist	Rejected	N/A		Rejected	N/A		$15,439,528	$17,571,671
Comprehensive/Collision	Symbol 10, 8	$1,000 / $1,000	$ 118,716	Symbol 10, 8	$1,000 / $1,000	$ 154,682	Exposure	1.60%
Hired Physical Damage	$35,000	$1,000		$35,000	$1,000		Difference	13.81%
Medical Payments	Not Covered	N/A		Not Covered	N/A			
							Premium	$ 48,717
		Sub-Total	**$ 209,472**		**Sub-Total**	**$ 258,189**	Difference	23.26%
Public Officials:							**Payroll**	
Preferred Governmental Ins. Trust							$25,572,295	$30,330,222
Public Officials Liability	$2,000,000/No Agg	$0	$ 114,753	$2,000,000/No Agg	$0	$ 139,658	Exposure	$ 4,757,927
Employment Practices Liability	$2,000,000/No Agg	$0		$2,000,000/No Agg	$0		Difference	18.61%
							Premium	$ 24,905
		Sub-Total	**$ 114,753**		**Sub-Total**	**$ 139,658**	Difference	21.70%
Cyber Liability								
Preferred Governmental Ins. Trust								
Cyber Liability	$2,000,000	$25,000	$ 8,028	$2,000,000	$25,000	$ 11,408		
Privacy & Security Liability	$2,000,000	$25,000		$2,000,000	$25,000			
Cyber Extortion & Ransomware	$2,000,000	$25,000		**$500,000**	$25,000			
							Premium	$ 3,380
		Sub-Total	**$ 8,028**		**Sub-Total**	**$ 11,408**	Difference	42.10%
Workers' Compensation:							**Payroll**	
Preferred Governmental Ins. Trust		Experience Mod: 1.22			Experience Mod: 1.34		$25,572,295	$30,330,222
Workers' Compensation	Statutory	$0	$ 474,737	Statutory	$0	$ 681,092	Exposure	$ 4,757,927
Employers Liability	$2M/$2M/$2M	$0	Included	$2M/$2M/$2M	$0	Included	Difference	18.61%
							Premium	$ 206,355
		Sub-Total	**$ 474,737**		**Sub-Total**	**$ 681,092**	Difference	43.47%
Watercraft Hull:							**TIV**	
Great American Ins. Co.							$340,517	$340,517
Watercraft Hull & Machinery	$340,517	$1,000	$ 11,180	$340,517	$1,000	$ 11,180	Exposure	$ -
Named Windstorm	$340,517	5% / $1,000 Minimum		$340,517	5% / $1,000 Minimum		Difference	0.00%
TRIA			Included			Included		
							Premium	$ -
		Sub-Total	**$ 11,180**		**Sub-Total**	**$ 11,180**	Difference	0.00%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

	2021/2022			2022/2023			Changes in Exposures	
LINE OF COVERAGE	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**LIMIT**	**DEDUCTIBLE/SIR**	**ANNUAL PREMIUM**	**2021/2022**	**2022/2023**
Pollution Liability:							**# of Tanks**	
Indian Harbor Ins. Co. (XL)							31	31
Pollution Liability	$1,000,000 / $2,000,000	$25,000	$ 44,227	$1,000,000 / $2,000,000	$25,000	$ 44,227	Exposure	0
4 Older Tanks		$25,000	Included		**$500,000**	Included	Difference	0.00%
Optional TRIA Terrorism	*Included*		*$ 442*			*$ 442*		
							Premium	$ -
		Sub-Total	**$ 44,669**		**Sub-Total (incl opt TRIA Terrorism)**	**$ 44,669**	Difference	0.00%
Premises Pollution Liability:	**Illinois Union (Chubb) Option** *must be bound with TankSafe Storage Tank Liability Policy*						**# of Tanks**	
				Illinois Union Insurance Company (Chubb)			31	31
Pollution Liability				$1,000,000 / $2,000,000	$25,000	$ 32,747	Exposure	0
4 Older Tanks					**$100,000**	Included	Difference	0.00%
Optional TRIA Terrorism						*$ 1,637*		
				Covers 4 USTs & 25 ASTs				
				Excludes financial responsibility				
				Sub-Total		**$ 34,384**		
TankSafe Storage Tank Liability:	**Illinois Union (Chubb) Option** *must be bound with Premises Pollution Liability Policy*							
				Illinois Union Insurance Company (Chubb)				
Pollution Liability				$1,000,000 / $2,000,000	$25,000	$ 5,450		
4 Older Tanks					**$100,000**	Included		
Optional TRIA Terrorism						*$ 273*	Premium difference includes both Chubb quotes	
				Primary for Storage Tanks. Pollution policy would be excess				
				Covers 4 USTs & **12** ASTs				
							Premium	$ (4,562)
				Sub-Total		**$ 5,723**	Difference	-10.21%
Fiduciary Liability:								
Travelers Casualty & Surety Co.	***3-Year Policy (2021-2024)***			***3-Year Policy (2021-2024)***				
Fiduciary Liability	$1,000,000	$0	$ 9,285	$1,000,000	$0	$ 9,285		
							Premium	$ -
		Sub-Total (Annual Installment)	**$ 3,095**		**Sub-Total (Annual Installment)**	**$ 3,095**	Difference	0.00%
TOTAL PREMIUM			**$ 1,521,500**		**(includes AXA XL Pollution)**	**$ 1,921,100**	Premium Difference	$ 399,600 26.26%

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 21-22-160 for Budget Amendment 21-22-121 to appropriate additional Fund Balance in Fund 151 (Infrastructure Surtax).**

STATEMENT OF ISSUE

In FY19 and FY20 when the Infrastructure Surtax fund was budgetarily strained, the decision was made to have the Transportation Trust Fund (110) transfer $750,000 of their excess fund balance to the Infrastructure Surtax Fund for each of the two (2) years. At this time, Administration along with OMB's approval, has determined that it will reimburse the Transportation Trust fund $750,000 in the current fiscal year (21/22) and propose to reimburse the balance ($750,000) in FY23.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-160 for Budget Amendment 21-22-121 to appropriate additional Fund Balance in Fund 151.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of $750,000 which will be appropriated in cost center 9101E (Interfund Transfers – 151), account 59100 (Non-Operating Transfers).

Attachments: 21-22-121 Appropriate Add'l FB - Fund 151 (BA).pdf
21-22-121R Appropriate Add'l FB - Fund 151 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 10, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **8/10/2022** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **9101E**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Interfund Transfers 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**151**		**3999100**	**Fund Balance Brought Forward**		**2,381,623.00**	**750,000.00**		**3,131,623.00**
E	**151**	**9101E**	**59100**	**Non Operating Transfers**		**81,474.00**	**750,000.00**		**831,474.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To reimburse Fund 110 (Transportation Trust) for prior FY contributions to Fund 151.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **21-22-121**

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

RESOLUTION NO. 21-22-160

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-121 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-121 is hereby approved and authorized to bring the Infrastructure Surtax Fund balance forward into the current fiscal year 21/22 budget to reimburse Fund 110 (Transportation Trust) in the amount of $750,000.00.

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 6th day of September, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 6, 2022

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request adoption of Resolution 21-22-183 for Budget Amendment 21-22-133 to appropriate additional revenue received by the Sheriff's office.**

STATEMENT OF ISSUE

In previous years, the Sheriff's Office netted the revenues and expenditures in its financial statements. The external auditors have determined that the Sheriff's Office needs to report the revenue separately as "Charges for Services". Thus, the Extra Duty services revenue in FY 21-22 of $190,000.00 needs to be reflected as "Charges for Services" by the Sheriff's office, along with a corresponding budget increase of $190,000.00 in Law Enforcement Personal Services.

Also, the Sheriff's Office received additional Misc. Revenue, for City of Sebring Tech Sharing Agreement and COVID Worker Comp reimbursements in FY 21/22 of $208,911.73 along with a corresponding budget increase of $208,911.73 in Law Enforcement Personal Services.

In addition, the Sheriff's office receives miscellaneous revenue for property sold at auction. In previous years these revenues and expenditures were netted in the financial statements on the Sheriff's books. As these amounts have increased, it has been determined that for proper financial reporting, these revenues need to be reported as revenue separately in an "Asset Dispositions" account. Thus, the revenue collected in FY 21-22 of $208,290.20 needs to be reflected as "Asset Dispositions" by the Sheriff's Office, along with a corresponding budget increase of $208,920.20 in Law Enforcement Capital Outlay on the Board Side.

RECOMMENDED ACTION

Move to adopt resolution 21-22-183 for budget amendment 21-22-133 to appropriate additional revenue received by the Sheriff's Office

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $607,201.93. This budget amendment is recording the additional revenue in account 3421001 (Law Enforcement Services Other) and appropriating said funds in cost center 3101 (Sheriff-005), account 51001 (Personal Services Elected Official) and 56001 (Capital Outlay Elected Official) in the amounts of $398,911.73 and $208,290.20, respectively.

Attachments: 21-22-133 Sheriff Addl' Revenue (BA).pdf
21-22-133R Sheriff Addl' Revenue (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 30, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/30/2022** SUBMITTED BY: **Sheriff**

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

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Sheriff-005**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3421001	Law Enforcement Services Other		0.00	607,201.93		607,201.93
E	005	3101	51001	Personal Services Elected Official		16,654,714.29	398,911.73		17,053,626.02
E	005	3101	56001	Capital Outlay Elected Official		959,131.71	208,290.20		1,167,421.91
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate Extra Duty, Asset Sales and Other Misc Revenue collected in FY 21/22 as recommended by the County Auditors.**

OFFICE USE ONLY

OMB RECOMMENDATION:

Approval

Denial

REQUEST # **21-22-133**

ACTION:

Board Approved Denied

County Administrator Approved Denied

SIGNATURE:

DATE: /

TRANSFER TYPE:

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

Signature:

Posted by Clerk:

Form Revised 08/05/2020

RESOLUTION NO. 21-22-183

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-133 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-133 is hereby approved and authorized to appropriate additional revenue received by the Sheriff's Office in FY 21/22 in the amount of $607,201.93.

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 6th day of September, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of August 26, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: COUNTY ATTORNEY LOG 2.docx

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Lincoln Heights Park Lease Agreement	MR-Under review
2	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
3	Priority 4	Ingra Gardener	Non-profit Criteria/Applications/policies	MR/SS- Under review & collecting info
4	Priority 4	Jeff King	Site Prep Grant	MR-Under review
5	Priority 4	Rachel Barry	Ordinances-Art. 9, 11, 1 & 3, 5, 6, 8, 10, 12.	SS-Under review
6	Priority 4	Ingra Gardner	Local Housing Assistance Plan	SS-Under review
7	Priority 7	Leah Sauls	Community Planning Technical Assistance	MR-Under review
8	Priority 4	Sarah Albritton	Carrier 5 Year Warranty & Agreement	MR-Under review
9	Priority 7	Bob Diefendorf	Clean Harbors	SS-Under review
10	Priority 7	Casey Hartt	Madden Media Contract	MR-Under review
11	Priority 4	Gail Escobar	Nine (9) Health Services Grants	MR-Under review
12	Priority4	Zykeria Williams	Homesite Plats	SS-Under review
13	Priority 4	Rachel Barry	Ordinance, Chapter 12	SS-Under review

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER: **Laurie Hurner, Interim County Administrator**

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

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of August 23, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Status - Project Updates (FINAL) 09.06.2022.pdf
Status - Commissioner's Priorities (FINAL) 09.06.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	Mr. Peoples has requested us to halt proceeding.	Waiting on an answer from Mr. Peoples to proceed.	Ongoing
4	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
5	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction began 01/06/2022	Construction Final Completion	01/06/23
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction NTP issued on 7/5/2022	Mobilization for construction	09/01/22
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction began 02/01/2022 - On Schedule	Construction Final Completion	10/15/22
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	100% Design underway	Approval of BID documents	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	Paving and paint striping was completed 8/1/2022. Light poles are delayed due to inventory shortage until October of 2022.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	100% Design underway	FDOT approval of plans	Ongoing
12	Solid Waste	New Cell Expansion - Project No. 21078	Recommendation for award for RFP	Award Contract for design/permitting	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Responding to Requests for additional information from SFWMD and FDEP. Reports submitted on required environmental studies conducted.	Finalize permits and plans to prepare for RFP on construction. US Fish & Wildlife Eagle Nest Take Permit obtained 8/9/2022.	Ongoing
14	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
15	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. An RFP will be out soon and open for 2-months. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds and being able to apply for future funding.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Economic Development	Broadband/ Highspeed Internet	Actively working with IT and Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing
17	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on delivery of the rescues due to supply chain issues and chassis delays. Construction and planning continues on Fire Stations 20 and 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
18	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
19	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by Summer 2022.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by Summer 2022.	Summer 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid site is open. Sebring and Avon Park sites are under construction.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 6, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from August 16, 2022 to September 5, 2022

Attachments: