

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Tuesday, March 4, 2025

9:00 AM

600 S. Commerce Ave. Sebring, FL 33870

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

Please silence all cell phones and devices.

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ANNOUNCEMENTS**

Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, March,4, 2025, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

Highlands County Code Enforcement Special Magistrate will hold a hearing on Wednesday, March 5, 2025, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

The Veterans Advisory Board will hold a regular meeting on Thursday, March 6, 2025, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, March 11, 2025, in the Board Room, 600 S. Commerce Ave., Sebring, FL

The Historic Preservation Commission will hold a Special Meeting on Thursday, March 13, 2025, at 1:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation designating the week of March 16-22, 2025, as Sunshine Week and the month of April 2025 as Records and Information Management Month.*

Gloria Rybinski, Records Manager

There is no fiscal impact.

[2025 Sunshine week and RIM Proclamation.SGS.pdf](#)

[Statement of Issue Sunshine week and RIM 2025.pdf](#)

6.B *County Administrator Laurie Hurner Presentation of Years of Service Awards*

Kelly Duppenthaler, Fire Chief

No fiscal impact.

[Service Award Bio 1st meeting Mar 2025.docx](#)

7. PUBLIC COMMENT

8. CONSENT AGENDA

8.A *Request approval of the agreement between Brightly and Highlands County for asset management software and calendar event manager module.*

Brandon Gunn, Parks & Facilities Director

Fiscal impact is \$85,528.55 from fund 005 (General Fund) CC 2672 (Facilities Management) Account 56810Z (Proj PC Software Purchase) Project 23105 (Enterprise Asset Management Software) for the first three years.

[Statement of Issue.pdf](#)

[Highlands County_Brightly Agreement_compiled for execution_24Feb25.pdf](#)

8.B *Request approval of the agreement between Highlands County and EMS Management & Consultants, Inc.*

Tanya Cannady, Business Services Director

The General Fund annual fiscal impact is \$222,000, which is budgeted in cost center 5105, Emergency Medical Services, account 53400 for fiscal year 24/25.

[EMS Management & Consultants statement of issue 3-4-25.pdf](#)

[EMS_Management___Consultants__Inc_Piggyback_Agreement_Contractor_Signec](#)

8.C *Request approval of the Agreement with Enviro-Tech Systems, Inc. for the provision of ditch cleaning services for the County.*

Rosa Morales, Budget Analyst II/NAV

The Fiscal Impact will be to various Funds which have been properly budgeted in their respective cost centers.

[Statement of Issue County Ditch Cleaning 8.C 999-2024.pdf](#)

[25-001_Enviro-Tech_Systems_Agreement.pdf](#)

8.D *Request approval of a Disaster Related Consultant contract with IEM International,*

Inc. as the Prime Contractor from RFP 23-011 for three (3) years with an option to extend the contract one (1) additional three (3) years.

Corey Amundsen, Emergency Management Manager

There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.

[Statement of Issue.pdf](#)

[IEM_-_FL_Highlands_County_-_Fully_Executed_and_Exhibits.pdf](#)

- 8.E *Request approval of the donation of 5 Self Contained Breathing Apparatus to South Florida State College.*

Brett Hogan, Deputy Fire Chief

There is no fiscal impact.

[Statement of Issue.pdf](#)

[Disposition Form.pdf](#)

[SFSC SCBA Donation Letter.pdf](#)

- 8.F *Request approval of a contract renewal between Highlands County and Maris, West & Baker.*

Yarima Cuencas, Economic Development Manager

The fiscal impact is a decrease to the General Fund (005), Cost Center 2810 in the amount of \$65,000.

[Statement of Issue.pdf](#)

[MWB Contract Renewal.pdf](#)

- 8.G *Request approval of amendment 1 to the 20-024 Parlier & Crews Architects and Design Studio contract for the Road and Bridge Main Building Expansion.*

Jonathan Harrison, Road and Bridge Director

There is no fiscal impact.

[Road and Bridge Statement fo Issue.pdf](#)

[20-024 Parlier-Crews CSA 1-1 Legal Approved.pdf](#)

- 8.H *Request approval to accept into the record the County Administrator's Annual Report for Fiscal Year 2023-2024.*

Laurie Hurner, County Administrator

There is no fiscal impact.

[Statement of Issue 1020-2024.pdf](#)

[2024 annual report_finalADA.pdf](#)

- 8.I *Request approval of the contract extension with ESO Solutions, Inc. RFP 16-017 for Electronic Patient Care Reporting services Amendment 1 with additional services.*

Dustin Fitch, Deputy Chief

There is no fiscal impact.

[Statement of Issue #977-2024.pdf](#)

[Highlands A1.pdf](#)

- 8.J

Request to waive the Landfill Tipping Fees for Highway Park Neighborhood Council Great American Cleanup March 15, 2025, to March 22, 2025

Robert A. Diefendorf, Jr., E.I. Assistant to the Critical Infrastructure Director

Landfill staff estimates that the Highway Park Neighborhood Council Great

American Cleanup will haul an estimated twelve (12) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$540.00 to be waived. The figures are based upon the Highway Park Neighborhood Council Great American Cleanup estimate of three (3) roll off bins for this event.

[Statement of issue 1024-2024.pdf](#)

[Great Am Highway Park cleanups.pdf](#)

- 8.K *Request to approve the agreement between Florida Department of Financial Services and Highlands County and adopt Resolution 24-25-069 approving Budget Amendment 24-25-043 for project 24023.*

Dustin Fitch, Deputy Chief

The fiscal impact is an increase to Fund 181 (Fire Assessment, Cost Center 3217, Account 55200Z Project Operating Supplies in the amount of \$11,351.41 and Account 56400Z Project Equipment in the amount of \$8,575.00 for the purchase of operating and machinery supplies.

[Statement of Issue #1010-2024.pdf](#)

[Agreement FM981 DFS and Highlands Cty BoCC \(2025.02.25\).pdf](#)

[24-25-043 Project 24023 Grant Award Adjustment \(BA\).pdf](#)

[24-25-043R Project 24023 Grant Award Adjustment \(Resolution\).pdf](#)

9. COMMITTEE ASSIGNMENTS:

10. PUBLIC HEARING

- 10.A *Request to adopt Resolution 24-25-060 to vacate the platted portion of roadway name Hyacinth Avenue.*

J.D. Langford, P.E., Assistant County Administrator

There is no fiscal impact.

[Agenda Item - Reg. 992-2024 Statement of Issue - VOR Hyacinth Ave - 6309 E Ln & 5650 Apple Rd.pdf](#)

[VOR Agenda Packet 2nd Hearing - Hyacinth Ave.pdf](#)

- 10.B *Public hearing to consider adoption of Ordinance 24-25-07 and resolution 24-25-68 pertaining to amendments to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 9, Recreation and Parks Advisory Committee.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Ordinance Amend RPAC.SGS.pdf](#)

[Resolution.Re-establish RPAC membership and Repeal Res 99-34.SGS.pdf](#)

[Statement of Issue RPAC ordinance.pdf](#)

[Ordinance 24-25-07 aff.pdf](#)

11. ACTION AGENDA

- 11.A *Request direction to begin preliminary operational activities for the Wildflower Extension project and provide support for implementing the project within the CFS*

(Infrastructure Surtax) 25/26 programmed funding.

Jonathan Harrison, Road & Bridge Director

Total Fiscal Impact of \$687,500 with \$47,500 being appropriated within current Wildflower Extension Project #18047, Cost Center 4102A, Account 56301Z and \$640,000 for Construction and Environmental Impacts from the FY 25/26 Road Construction Infrastructure Surtax (Fund 151) Fund.

[STATEMENT OF ISSUE - WILDFLOWER EXT..pdf](#)

[Wildflower Ext. Project Location Map.pdf](#)

[Board_Provided_Wildflower_Ext._Images.pdf](#)

11.B *Request approval of TOA 2-1 for Sebring Health Department Roof Restoration.*

Ty Little, Projects Manager, Parks & Facilities

The fiscal impact is \$529,979.07 currently budgeted in Fund 151 (Infrastructure Surtax), cost center 2672A (Facility Management), account 56200Z (Project Buildings), Project 21053 (Sebring Health Department Roof). Sebring Health Department will reimburse the County after project completion.

[Granicus Statement of Issue.pdf](#)

[TOA 2 .1 Health Dept Roof.pdf](#)

11.C

Consideration of Statement of Legislative Intent seeking direction from the Board to re-establish the Local Business Tax Act (formerly known as the Occupational License Tax Act).

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Statement of Leg Intent Business Tax \(Occupational License\) \(2025.02.13\).SGS.pdf](#)

11.D *Sebring and Avon Park Proposed Transfers*

J.D. Langford, P.E., Assistant County Administrator

There is no fiscal impact.

[SKM_C364e17080812311.pdf](#)

[Avon Park Proposed Transfer.pdf](#)

[Sebring Proposed Transfers.pdf](#)

[Statement of Issue Road Transfer.pdf](#)

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report as of February 25, 2025.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Legal Long Range Update \(02.25.25\).SGS.pdf](#)

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

Laurie Hurner, County Administrator

There is no fiscal impact.

13. COMMISSIONERS

14. INFORMATIONAL

14.A *Board payables from March 4, 2025, through March 17, 2025*

15. ADJOURN

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

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans With Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida 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: March 4, 2025

PRESENTER: Gloria Rybinski, Records Manager

SUBJECT/TITLE: Request approval of a Proclamation designating the week of March 16-22, 2025, as Sunshine Week and the month of April 2025 as Records and Information Management Month.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a Proclamation designating the week of March 16-22, 2025, as Sunshine Week and the month of April 2025 as Records and Information Management Month.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [2025 Sunshine week and RIM Proclamation.SGS.pdf](#)

Attachments: [Statement of Issue Sunshine week and RIM 2025.pdf](#)

Proclamation

Celebrating Sunshine Week and Records and Information Management Month

Whereas, the **Sunshine Week** observance, commemorating the birthday of James Madison, the father of our federal Constitution, reminds us of the importance of open government and public access to government records and meetings, in line with Madison's belief that "consent of the governed" requires that the people have access to knowledge to make informed decisions; and

Whereas, every citizen in a participatory democracy has an inherent right to access government meetings and public records, and an open and accessible government is essential to maintaining the trust and confidence of the people it serves; and

Whereas, Highlands County is committed to upholding the right of access to public records and government meetings, prioritizing transparency and accountability in all its operations, and setting a standard for openness in local government; and

Whereas, **Records and Information Management Month**, first introduced in 1995 by ARMA International (Association of Records Managers and Administrators), celebrates the critical role of Records and Information Management professionals and highlights the value they bring to organizations and communities; and

Whereas, the management of public records, information, and data is vital to the effective and efficient operation of government agencies, supporting an open, transparent, and accountable government for the benefit of all citizens; and

Whereas, in recognition of the importance of records management, Highlands County contracted with the John Scott Dailey Institute of Government at Florida State University in 2010 to produce a Comprehensive Records Management Plan, which continues to guide the County's approach to efficient and secure records management; and

Whereas, evolving technologies and globalization have increased the volume and complexity of information, making it essential to manage records and information as valuable assets that require systematic control and oversight to reduce risk and ensure compliance with growing global standards, as well as federal and state laws; and

Whereas, during **Sunshine Week** and **Records and Information Management Month**, the Highlands County reaffirms its commitment to enhancing public access to government records and information, increasing electronic availability of data, and ensuring that all meetings and deliberative body activities are fully noticed and open to the public.

NOW, THEREFORE, Highlands County does hereby proclaim the week of **March 16-22, 2025**, as **Sunshine Week** and the month of **April 2025**, as **Records and Information Management Month** in Highlands County, and calls upon all citizens and government agencies to support efforts to preserve the public's right to access information, foster open government, and continue effective management of records for the benefit of all.

Done and adopted in Highlands County this 4th of March 2025.

**BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA**

Arlene Tuck, Chairwoman

Statement of Issue:

Sunshine Sunday was established in Florida in 2002, initiated by the Florida Society of Newspaper Editors. In 2005, National Sunshine Week was launched by the American Society of Newspaper Editors with support from the John S. and James L. Knight Foundation.

Sunshine Week takes place annually in mid-March, aligning with the birthday of James Madison on March 16 (1751). Madison was instrumental in the 1787 Constitutional Convention and presented the first version of the Bill of Rights to Congress. He also served as the fourth president of the United States.

Records and Information Management Month was introduced in 1995 by ARMA International (Association of Records Managers and Administrators) to recognize the crucial role of Records and Information Management (RIM) professionals. The month highlights the significant value they contribute to organizations and communities. As we celebrate its 30th anniversary, we honor April as RIM Month and the local professionals who dedicate themselves to the Records and Information Management field.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4,2025

PRESENTER: Kelly Dupenthaler, Fire Chief

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

STATEMENT OF ISSUE

RECOMMENDED ACTION

Award pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: [Service Award Bio 1st meeting Mar 2025.docx](#)

Bios

25 Years of Service

Michael Tallent was hired by the Board of County Commissioners in January 2000 as an Emergency Medical Technician. He was promoted to Paramedic in 2006. Michael was promoted to Paramedic Field Training Officer in January 2016. He currently serves the Board as a Paramedic.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Brandon Gunn, Parks & Facilities Director

SUBJECT/TITLE: Request approval of the agreement between Brightly and Highlands County for asset management software and calendar event manager module.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the agreement between Brightly and Highlands County for asset management software and calendar event manager module.

FISCAL IMPACT

Fiscal impact is \$85,528.55 from fund 005 (General Fund) CC 2672 (Facilities Management) Account 56810Z (Proj PC Software Purchase) Project 23105 (Enterprise Asset Management Software) for the first three years.

Attachments: [Statement of Issue.pdf](#)

Attachments: [Highlands County_Brightly Agreement_compiled for execution_24Feb25.pdf](#)

Statement of Issue

The purchase of Enterprise Asset Management through Brightly will allow staff to better manage components of County-owned buildings such as chillers, generators, roofs, and miscellaneous assets. This software will help determine asset conditions and depreciation values to incorporate into the County's CIP. Along with the Asset Management module we will receive the Calendar Event Manager which will streamline the rental process for County facilities.

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Brightly Software Inc., 4242 Six Forks Road, Suite 1400, Raleigh, NC 27609, hereinafter referred to as the "CONTRACTOR".

Term: This Agreement shall be in effect from the date of execution by the last party until September 30, 2027.

Asset Essentials Professional Plus Implementation with Consulting Statement of Work

Summary:

CONTRACTOR will provide specified professional consulting services to COUNTY to implement Asset Essentials Professional Plus (AE), an on-line Computerized Maintenance Management System. These professional services include meeting virtually with COUNTY'S key stakeholders to ensure the set-up and configuration of the system will meet the COUNTY's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the COUNTY; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Professional Plus Implementation with Consulting
2. Asset Essentials Professional Plus Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Location and configuration of all assets requested by COUNTY, asset, user, Preventative Maintenance schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for COUNTY's Software Administrator and Full User roles
Go-Live support

Acceptance Process:

As each deliverable is completed, the CONTRACTOR's Project Coordinator will confirm with the COUNTY and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Locations of assets, asset, user, Preventative Maintenance schedule data is loaded in AE to meet documented data requirements.

- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and COUNTY UAT has demonstrated to COUNTY that functionality meets configuration requirements.
- End User Training
 - COUNTY's Software Administrator and Full User roles have received training on their role(s).
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

COUNTY Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate personnel will be available for all scheduled activities.
- COUNTY will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If COUNTY is unable to provide data in an acceptable format for import, CONTRACTOR will guide COUNTY on how to manually create records.
- COUNTY has up to ten (10) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

CONTRACTOR Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the CONTRACTOR's Implementation Specialist. If COUNTY does not attend a scheduled check-in, it will be assumed no assistance was needed.
- Any services not explicitly included in this SOW are assumed to be out of scope, unless a service is necessary to accomplish the work in this SOW .

Project schedule and approach:

- Kick-off Call with CONTRACTOR's Project Coordinator
 - Confirm software and services purchased
 - Identify COUNTY's key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to CONTRACTOR's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview COUNTY's key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with COUNTY's key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive Key Performance Indicators
 - Document data and configuration requirements

- Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for COUNTY's Software Administrator and Full User roles
 - End-to-end walkthrough for their roles
 - Desktop and mobile device training
- Go-Live Support
 - CONTRACTOR provides (4) weekly check-in calls with CONTRACTOR's Implementation Specialist and COUNTY
 - CONTRACTOR's Implementation Specialist addresses any issues identified. Where issues require product support, CONTRACTOR's Implementation Specialist will submit to CONTRACTOR's Support resources
 - CONTRACTOR's Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

COUNTY may request that the CONTRACTOR add services not in the specifications by submitting a written proposed change order to the CONTRACTOR. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services of this SOW.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Event Manager – Consulting Implementation Service Statement of Work

Summary:

CONTRACTOR will provide specified professional consulting services to COUNTY to implement Event Manager (EVM), an on-line event management system. These professional services include meeting with COUNTY's key stakeholders to ensure the set-up and configuration of the system will meet the COUNTY's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the COUNTY; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this EVM SOW:

1. Implementation of EVM with Consulting
2. Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, user, category, event data loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for COUNTY's Tenant Administrator and Approver roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the CONTRACTOR's Project Coordinator will confirm with the COUNTY and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kick-off call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, user, category, event data is loaded in EVM to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and COUNTY UAT has demonstrated to COUNTY that functionality meets configuration requirements.
- End User Training
 - COUNTY's Tenant Administrator and Approver roles have received training on their respective roles.
- Go-Live Support

- 30-day Go-Live Support period has been concluded.

Assumptions:

COUNTY Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, e-mail access, and web link access to the software such as whitelisting IP addresses.
- The appropriate resources will be available for all scheduled activities.
- For on-site activities, COUNTY will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If COUNTY is unable to provide data in an acceptable format for import, Consultant will guide COUNTY on how to manually create records.
- COUNTY has up to ten (10) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

CONTRACTOR Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the CONTRACTOR's Implementation Specialist. If COUNTY does not attend a scheduled check-in, it will be assumed no assistance was needed.
- Any services not explicitly included in this SOW are assumed to be out of scope, unless a service is necessary to accomplish the work in this SOW.

Project schedule and approach:

- Kick-off Call with CONTRACTOR's Project Coordinator
 - Confirm software and services purchased
 - Identify COUNTY's key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to CONTRACTOR's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview COUNTY's key stakeholders to understand specific maintenance & operations objectives
 - Overview of EVM with COUNTY's key stakeholders, including data import requirements
 - Determine optimal EVM configuration to meet operational requirements
 - Document data, configuration, and training requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available location, user, category, event data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Assist with layout, branding, and community use configuration
 - Configure workflow for request/approval of events
 - Assist with configuring invoicing and cost recovery

- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for COUNTY’s Software Administrator and Full User roles
 - End-to-end walkthrough for their roles
 - Desktop and mobile device training
- Go-Live Support
 - CONTRACTOR provides (4) weekly check-in calls with CONTRACTOR’s Implementation Specialist and COUNTY
 - CONTRACTOR’s Implementation Specialist addresses any issues identified. Where issues require product support, CONTRACTOR’s Implementation Specialist will submit to CONTRACTOR Support resources.
 - CONTRACTOR’s Implementation Specialist adjusts configurations as needed prior to project close.
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call	█													
LMS (Learning Management System) Review and Q&A		█	█	█	█									
Discovery Call			█											
Data Review					█									
Data Loading						█	█							
Account Configuration						█	█	█						
UAT (User Acceptance Testing)								█	█					
User Training								█	█					
Post-Consulting Call									█	█				
GLS (Go Live Support)										█	█	█	█	█
Project Close														█

Change Management:

COUNTY may request that the CONTRACTOR add services not in the specifications by submitting a written proposed change order to the CONTRACTOR. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services of this SOW.

Invoicing:

At the conclusion of the Go Live Support period, the main consulting milestone will be completed and will trigger billing for the full consulting service.

Event Manager – Enterprise

CONTRACTOR WILL PROVIDE THE FOLLOWING DELIVERABLES:

Scheduling & Publishing

- Custom Event Submission Forms
- Master Calendar with twenty-five (25) site locations
- Branding, Sharing, Importing
- Basic Approval Workflow

- Conflict Checking
- Event Registration, Ticketing, Electronic Gate Cards with Online Payment

Operations

- Event Setup and Breakdown Options
- Advanced Approval Workflow
- Quick Form
- Task Management
- Invoicing & Online Payment Options
- Rental site Room Configurations
- Resource Management

Community Use

- Custom Public Request Form
- Community/Public Request Form
- Community/Public Request Portal
- Public Invoicing & Online Payment Options

Sites

definition

- The home for an account's individual calendars. Each account can occupy multiple calendars that host their own unique url. Each website can create and manage their own reservable spaces.

Reservable Location Spaces

definition

- Locations which are available to be obtained or secured by advanced request or arrangement.

Application Programming Interface activation is included with Professional and Premium subscriptions only.

CONTRACTOR acknowledges the software being provided by this Agreement is not compatible with the COUNTY's online payment platform. However, the COUNTY can continue to use its current online payment platform, and CONTRACTOR agrees that its use will run concurrently with the software being provided pursuant this Agreement. COUNTY understands that payments collected via its payment platform will not be processed via the software being provided pursuant to this Agreement.

Should COUNTY elect to change its online payment platform to one of CONTRACTOR's preferred processors, there will be a transaction fee charged when processing payments. This transaction fee will be paid to CONTRACTOR by COUNTY's renters, requesters, or registrants and is independent from the processing fees collected by the online payment vendor. A detailed explanation of payment fees can be found here: <https://community.brightlysoftware.com/s/article/Event-Manager-Payment-Fees-Explained> .

Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, COUNTY agrees to pay all relevant Fees for the full Services Term defined above, as contained in EXHIBIT B to the Agreement.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between COUNTY and CONTRACTOR is the date COUNTY executes the Agreement.

- During the Term, CONTRACTOR shall, as part of COUNTY's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Acceptance of this Order Form on behalf of COUNTY represents that COUNTY has authority to bind such entity and its affiliates to the order, terms and conditions herein. If COUNTY does not have such authority, or does not agree with the Terms set forth herein, COUNTY must not accept this Order Form and may not use the Service.
- COUNTY will not be entitled to a refund or offset of previously paid, but unused Fees.

Compensation

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "A"** which is attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

Termination

Either party may terminate this Agreement upon written notice to the other party if the other party: (i) shall file a Petition in Bankruptcy, be adjudged bankrupt or insolvent by any Court; (ii) goes into liquidation; (iii) has a receiving order against it; (iv) compounds with its creditors; (v) continues business under a receiver, trustee, or manager for the benefit of its creditors; (vi) makes an assignment for the benefit of creditors; or (vii) proceedings shall be commenced on or against the party's operations of the premises; or (vi) if the other party does not remedy a material breach within thirty (30) days of notice. If the Agreement is terminated by the COUNTY under this Section, COUNTY will pay the fees and expenses related to any portion of the services and cloud services delivered before the effective date of termination. If the Agreement is terminated by the CONTRACTOR under this Section, the COUNTY will pay all agreed fees for the services and cloud services for the current Subscription Term.

Entire Agreement

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

Applicable Law, Venue, Jury Trial

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

Public Records

- A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.
- B. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT
THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:**

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.GOV**

- C. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of the contract transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
 5. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Independent Contractor

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

Compliance with Laws

The CONTRACTOR, at its sole expense, shall comply with applicable laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

Indemnification

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, that are caused by the negligence, deficiencies, or neglected acts of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, arising from a third party, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all negligence, deficiencies, or neglected acts of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

Binding Effect

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

Assignment

Neither party may assign or otherwise transfer (by operation of law or otherwise) its respective rights or obligations under the Agreement without the written consent of the other. However, CONTRACTOR may upon written notice to COUNTY, assign to one of its affiliates all or substantially all the business covered by the Agreement, provided there is no disruption in nor changes to the Services being provided pursuant to this Agreement. For the purposes of this Section, "affiliate" shall mean any legal entity that, directly or indirectly: (i) is controlled by a party; (ii) controls a party; or (iii) is controlled by a legal entity that directly or indirectly controls a party.

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 a court of competent jurisdiction 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.

Notice

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
ATTN: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR Corporate Trust Center
Attn: Brightly Software

1209 Orange Street
Wilmington, Delaware 19801

Copy to:

Brightly Software, Inc.
Attn: General Counsel
4242 Six Forks Road
Suite 1400
Raleigh, NC 27609

Modification

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

Administrative Documentation Conflict

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon. Further, any conflict between any Exhibits hereto and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

Public Entity Crimes

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

Equal Opportunity Employer

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

Sovereign Immunity

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

Employment Eligibility Verification (E-Verify)

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the

employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website:

Use of County Name, Logo, Seal, Flag and/or Letterhead

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

Limitation of Liability

- A. The entire, aggregate liability of the CONTRACTOR related in any way to this Agreement is limited as follows: (i) for liability arising from cloud services provided for a Subscription Term, the fees paid to the CONTRACTOR for those cloud services during the 12-month period immediately preceding the first event giving rise to the claim, provided that the aggregate liability for any cloud services will not exceed the amount paid for those cloud services during the Subscription Term, or (ii) in all other cases, the fees paid to the CONTRACTOR for that service. The foregoing limitation does not apply to the CONTRACTOR's indemnification obligations in the above Indemnification section of this Agreement and Section 8.1 of the UCA.
- B. In no event will the CONTRACTOR be liable for (i) any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or date, interruption of operations, or lost revenue or profits, even if such damages were foreseeable, or (ii) any No-Charge Offerings or Previews (each as defined in **Exhibit "B"**).
- C. The foregoing limitations and exclusions apply (i) to the benefit of the CONTRACTOR and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.
- D. The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded according to applicable law.

Foreign County of Concern

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

Forced Labor or Human Trafficking

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the

ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list

Additional information

- Prices shown in EXHIBIT B do not include any taxes, as COUNTY is exempt. This is not an invoice. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Please reference Q-370661 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- CONTRACTOR maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance will be provided upon request.
- The CONTRACTOR shall also make available the Cloud Services identified in **Exhibit "A"** for the COUNTY's access and use during the Subscription Term (as defined in **Exhibit "B"**). Such access and use of the Cloud Services shall be governed by the Universal Customer Agreement (the "UCA") attached hereto as **Exhibit "B"** and incorporated herein by reference, provided that the obligations set forth in the "Compensation" section of this Agreement shall prevail over any payment obligations set forth in **Exhibit "B"**. The Professional Services being provided pursuant to this Agreement include all implementation service costs related to the Cloud Services and the total cost(s) of same are included in **Exhibit "A"**.
- All services rendered by CONTRACTOR pursuant to this Agreement are to be rendered virtually. Should the COUNTY request the CONTRACTOR to come onsite to render services, reasonable travel related expenses will be negotiated and charged upon approval by the COUNTY. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation. Travel related expenses pursuant to this section are not anticipated to exceed \$3,000.00 per week, per resource.
- CONTRACTOR agrees that COUNTY will provide its own equipment inventory barcodes equipped with 2D QR Codes, which need to be generated by COUNTY from CONTRACTOR's Asset Essentials software to ensure compatibility with the software being provided pursuant to this Agreement to achieve the intended purpose of Asset Management.
- COUNTY and CONTRACTOR agree that this Agreement does not include Preventative Maintenance Schedule creation services, but that the software being provided pursuant to this Agreement will enable the COUNTY to create its own Preventative Maintenance Schedules at its discretion, and COUNTY agrees that it will maintain responsibility for the content of its Preventative Maintenance Schedules according to the OEM (Original Equipment Manufacturer) service maintenance manuals which is not part of the CONTRACTOR provided software.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 1st day of ~~February~~ MARCH 2025.

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR 
By: _____
Print: Sanchika Weerasinghe

Title: CFO


By: _____
Print: Brian Benfer
Title: SVP, Sales

STATE OF NORTH CAROLINA
COUNTY OF Wake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of Sanchika Weerasinghe & Brian Benfer, as CFO, SVP Sales, of Raleigh, NC, 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 nb as identification, and who did/did not take an oath this 18 day of February, 2025.

(stamp)  NOTARY PUBLIC, State of North Carolina

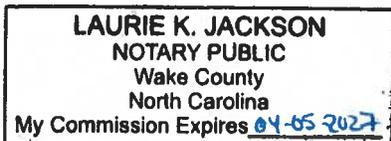


EXHIBIT "A"
PRICING SCHEDULE

Subscription Term: 31 months (03/01/2025 - 09/30/2027)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Professional Plus	3/1/2025	9/30/2025	89,999.00 Population	13,249.47 USD
- Facilities/Physical Plant Module	3/1/2025	9/30/2025		Included
- Parks, Recreation and Forestry Module	3/1/2025	9/30/2025		Included
- Asset Essentials Inventory	3/1/2025	9/30/2025		Included
- Dude Analytics	3/1/2025	9/30/2025		Included
Event Manager Enterprise	3/1/2025	9/30/2025	25.00 Locations	2,853.02 USD
3.0 Month(s) included at no additional cost on the first term 03/01/2025 - 05/31/2025				-6,922.57 USD
				Subtotal: 9,179.92 USD
Professional Services				
Item			Pricing Based On	Investment
Asset Essentials Professional Plus Implementation with Consulting			89,999.00 Population	13,692.11 USD
Event Manager Implementation with Consulting			25.00 Locations	7,448.00 USD
				Subtotal: 21,140.11 USD
Total Initial Investment				30,320.03 USD

EXHIBIT "A"
PRICING SCHEDULE

Cloud Services Subscription		
Item	Investment Year 2 Start Date: 10/01/2025	Investment Year 3 Start Date: 10/01/2026
Asset Essentials Professional Plus	22,713.37 USD	22,713.37 USD
- Facilities/Physical Plant Module	Included	Included
- Parks, Recreation and Forestry Module	Included	Included
- Asset Essentials Inventory	Included	Included
- Dude Analytics	Included	Included
Event Manager Enterprise	4,890.89 USD	4,890.89 USD
Total:	27,604.26 USD	27,604.26 USD

This Universal Customer Agreement (“UCA”) is entered into between Brightly Software, Inc. (“CONTRACTOR”) and Highlands County (“COUNTY”). This UCA is incorporated into the Agreement between CONTRACTOR and Customer to which it is attached. If COUNTY does not accept this Agreement, COUNTY must not use any Offering.

1. ORDER OF PRECEDENCE AND DEFINITIONS

1.1 **Order of Precedence.** In the event of a conflict between this UCA and any Supplemental Terms, the Supplemental Terms prevail. In the event of a conflict between this Agreement and an Order, the Order prevails with respect to any Offering ordered thereunder.

1.2 Definitions

“AUP” means Siemens’ Acceptable Use Policy attached hereto as **Exhibit “C”** and incorporated into this Agreement by this reference.

“Cloud Services” means online services and associated cloud-based APIs (application programming interfaces) made available by CONTRACTOR under this Agreement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and online training services, offered alone or in combination with Software. Cloud Services exclude Software, Customer Content, and Third Party Content.

“Content” means data, text, audio, video, images, models, or software.

“COUNTY Content” means Content entered by COUNTY or any user into Cloud Services and any output generated by COUNTY or any user through use of such Cloud Services based on such Content, excluding any Third Party Content or other Content owned or controlled by CONTRACTOR or its affiliates or their respective licensors and made available by CONTRACTOR or its affiliates through or within Cloud Services.

“Documentation” means the instructions for use, learning materials, technical and functional documentation, and API information made available by CONTRACTOR with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by CONTRACTOR from time to time.

“Entitlements” means, with respect to any Offering, the license and use types, limits, volume, or other measurement or conditions of permitted use for such Offering as set forth in the applicable Order or Supplemental Terms, including but not limited to any limits or restrictions on the number and categories of users authorized to use such Offering, permitted geographic areas, available storage space, computing power, or other attributes and metrics.

“Hardware” means hardware equipment, devices, accessories, and parts delivered by CONTRACTOR under this Agreement, including firmware incorporated therein.

“Offering” means an individual offering, made available by CONTRACTOR and identified in an Order, which consists of Cloud Services, Software, Hardware, or Professional Services, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

“Order” means an order form (Order Form), statement of work (SOW), Licensed Software Designation Agreement (LSDA), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Offering(s) ordered by COUNTY and any associated fees, (ii) has been agreed by COUNTY by manual or electronic signatures or through an electronic system specified by CONTRACTOR, and (iii) is accepted by CONTRACTOR.

“Professional Services” means training, consulting, engineering, or other professional services provided by or on behalf of CONTRACTOR under this Agreement pursuant to an Order, excluding Cloud Services.

“CONTRACTOR IP” means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

“Software” means software licensed by CONTRACTOR under this Agreement and made available for download or otherwise delivered to COUNTY for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

“Subscription Term” means the time period specified in the Order for which a term-based Offering is made available to COUNTY. Any renewal constitutes a new Subscription Term.

“Supplemental Terms” means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order.

“Third Party Content” means Content, applications, and services owned or controlled by a third party and made available to COUNTY by the third party through or in connection with Cloud Services.

2. ORDERS

2.1 **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this UCA and all applicable Supplemental Terms.

2.2 **Delivery.** Unless otherwise set forth in the Order, (i) delivery of Cloud Services occurs when CONTRACTOR makes Cloud Services available to CONTRACTOR for access and use, (ii) delivery of Software occurs when CONTRACTOR makes Software available to COUNTY via electronic

download from a website specified by CONTRACTOR or ships the tangible media containing the Software, and (iii) for an Offering that is comprised of a combination of Cloud Services and Software, delivery occurs when the Software and Cloud Services are made available to COUNTY by CONTRACTOR. Software on media will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within the United States, or China. All other Software will be delivered subject to DAP (Incoterms 2020).

- 2.3 **Payment.** COUNTY will pay the fees for Offerings as set forth in **EXHIBIT "A"** of the Agreement. CONTRACTOR will invoice COUNTY for fees for Cloud Services in advance. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and all fees are non-refundable.
- 2.4 **Tax.** All amounts CONTRACTOR invoices are exclusive of taxes, duties, and any other charges ("**Tax**"). At the time of this Agreement, COUNTY is exempt from value-added or sales tax, or similar taxes, and it will provide a valid, timely, and executed exemption certificate, direct pay permit, or other such government-approved documentation documenting such exemption. In the event such tax-exempt status changes in the future, Customer will pay or refund CONTRACTOR for any applicable Tax imposed by any government authority for Customer's use or receipt of the Offerings.

3. **USE OF OFFERINGS**

- 3.1 **Use Rights.** For Cloud Services contained within an Offering, CONTRACTOR grants COUNTY a nonexclusive, nontransferable, limited right to access and use such Cloud Services for COUNTY's internal business purposes during the applicable Subscription Term, solely in accordance with the Entitlements and this Agreement. For Software and Documentation contained within an Offering, CONTRACTOR grants COUNTY a nonexclusive, nontransferable, non-sublicensable, limited license to use Documentation and install and use Software for COUNTY's internal business purposes during the applicable Subscription Term or such other time period specified in the Order, solely in accordance with the Entitlements and this Agreement.
- 3.2 **Users.** The number and categories of users authorized to access an Offering are defined in the Entitlements. COUNTY will ensure that any access or use of an Offering on COUNTY's behalf, at COUNTY'S invitation, or by invitation of a COUNTY user, complies with COUNTY's obligations under this Agreement. If COUNTY becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, COUNTY will immediately notify CONTRACTOR and terminate the relevant user or user account's access to Offerings. COUNTY is responsible for any act or failure to act by any user or any person using or accessing the account of a user in connection with this Agreement. COUNTY acknowledges and agrees that users who submit declarations, notifications, or orders to CONTRACTOR are acting on COUNTY's behalf. If a COUNTY affiliate accesses or uses an Offering, CONTRACTOR may enforce its rights directly against that affiliate.
- 3.3 **General Use Restrictions.** Except as authorized in this Agreement, COUNTY will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Offering, or use any Offering for the benefit of any third party without the prior written consent of CONTRACTOR, (ii) modify, alter, tamper with, repair, or create derivative works of any Offering, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Offering, (iv) use any Offering in a manner that could subject such Offering to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Offering, (v) use any Offering for the purpose of developing or enhancing any product that is competitive with such Offering, or (vi) remove any proprietary notices or legends contained in or affixed to any Offering. COUNTY will only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Offerings. COUNTY may copy Software or Documentation only as required to support use of the Offering as expressly authorized in this Agreement, and will ensure that any such copy includes all proprietary notices contained in the Software or Documentation or affixed thereto as received from CONTRACTOR. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.
- 3.4 **Security of COUNTY Systems.** COUNTY is responsible for the security of COUNTY systems, including Software on COUNTY's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from COUNTY's systems.
- 3.5 **Reservation of Rights.** All Software, Cloud Services, and non-public Documentation are trade secrets of CONTRACTOR and its licensors. CONTRACTOR or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and CONTRACTOR IP. CONTRACTOR reserves all rights in Offerings and CONTRACTOR IP not expressly granted in this Agreement.
- 3.6 **No-Charge Offerings; Previews.** All (i) Offerings provided at no charge to Customer ("**No-Charge Offerings**"), and (ii) Software or Cloud Services, or any feature thereof, identified as 'beta', 'preview', 'pre-release', 'early access', or 'non-general release' ("**Previews**"), are provided "AS IS" without warranty, indemnity, support, or other commitments. Customer will evaluate and test Previews without compensation, and limit access to Previews only to those employees and Customer locations authorized by Siemens. Siemens will have exclusive title to and ownership of all written evaluations and all inventions or developments that Siemens conceives or makes during or after Customer's use of the Previews, including those based on Customer's Feedback. Siemens may change, limit, suspend, or terminate any Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer's use of any Previews is at its sole risk and discretion. Customer will only use No-Charge Offerings and Previews identified as being 'demo', 'test', 'evaluation', 'beta', 'pre-release', or similar for internal test and evaluation purposes, and not for production or other commercial purposes.
- 3.7 Intentionally omitted.

4. **ADDITIONAL TERMS FOR CLOUD SERVICES**

The following additional terms apply to any Cloud Services contained within an Offering:

- 4.1 **Changes to Cloud Services.** Cloud Services may be modified, discontinued, or substituted by CONTRACTOR from time to time. During a Subscription Term, CONTRACTOR will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by CONTRACTOR's vendors or subcontractors (e.g. the termination of CONTRACTOR's relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. CONTRACTOR will notify COUNTY of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and COUNTY may terminate the Order for the applicable Offering by providing

CONTRACTOR with written notice within thirty (30) days after COUNTY's receipt of notice of degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, CONTRACTOR will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.

- 4.2 **Use of Messaging Services.** COUNTY may use Cloud Services to send emails or other messages to users and third parties. COUNTY is solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of CONTRACTOR's control, and there is no warranty that messages will reach their intended destination in a given timeframe.
- 4.3 **Out of Scope.** Any contractual relationship regarding Third Party Content is solely between COUNTY and the relevant third party vendor and may be governed by separate terms provided by the relevant third party vendor. CONTRACTOR will have no responsibility for Third Party Content or Customer's use of such Third Party Content. Cloud Services specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by CONTRACTOR to provide Cloud Services.
- 4.4 **Acceptable Use Policy.** COUNTY will comply, and ensure that all users of any Offering comply, with the AUP.
- 4.5 **Ownership and Use of COUNTY Content.** CONTRACTOR will not acquire any title to or ownership of COUNTY Content by virtue of this Agreement. CONTRACTOR and its subcontractors will use COUNTY Content only for the purpose of providing Offerings, or as otherwise permitted by this Agreement or agreed by the parties. COUNTY is responsible for the content, management, transfer, use, accuracy, and quality of COUNTY Content and the means by which COUNTY acquires such COUNTY Content. CONTRACTOR recommends that COUNTY confirms the geographic area in which COUNTY Content will be stored, which may be outside the country in which COUNTY is located. COUNTY will ensure that COUNTY Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.
- 4.6 **Protection of COUNTY Content.** Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of COUNTY Content, including encryption of data in transit and at rest. COUNTY remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of COUNTY Content, including by maintaining backup copies. Some Cloud Services may provide features that allow COUNTY to share COUNTY Content with third parties or make COUNTY Content public through use of certain Cloud Services. If COUNTY elects to use such features, COUNTY Content may be accessed, used, and shared by third parties to whom COUNTY provides such access or shares such COUNTY Content, and COUNTY's election to use such features is at its sole discretion and risk.

5. DATA

- 5.1 **Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where CONTRACTOR acts as COUNTY's processor of personal data provided by COUNTY, the Data Privacy Terms are attached as Exhibit "D" to the Agreement between including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated into this Agreement by this reference.
- 5.2 **Systems Information.** CONTRACTOR and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of Offerings or from COUNTY Content (collectively, "**Systems Information**"), and may use Systems Information to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from COUNTY Content may only be used to improve products and services when aggregated with other information so that the original COUNTY Content is not identifiable. CONTRACTOR may disclose Systems Information to a CONTRACTOR-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to COUNTY. To determine unauthorized use of Software licenses, CONTRACTOR reserves the right to embed a reporting mechanism in Software.

6. WARRANTIES AND DISCLAIMERS

- 6.1 **Cloud Services Warranty.** CONTRACTOR warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as CONTRACTOR's entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at CONTRACTOR's option (i) CONTRACTOR will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, CONTRACTOR may terminate the Order for the non-conforming Offering and refund any prepaid fees for such Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The warranty for Cloud Services excludes
) (a) No-Charge Offerings and previews, and (b) issues, problems, or defects arising from COUNTY Content, Third Party Content, or use of Cloud Services not in accordance with the terms of this Agreement.
- 6.2 **Disclaimers.** CONTRACTOR makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. CONTRACTOR does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Customer's needs beyond the Cloud Services provided for in the Agreement between CONTRACTOR and COUNTY; (i) Offerings or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (ii) any Content, including County Content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Offerings or features or functionality in any communication with COUNTY constitute technical information, not a warranty or guarantee.

COUNTY is responsible for assessing the suitability of each Offering for COUNTY's intended use, selecting the Offering necessary to achieve COUNTY's intended results, and for the use of Offerings. By using an Offering, COUNTY agrees that such Offering meets COUNTY's requirements to enable compliance with applicable laws. COUNTY will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by COUNTY in connection with any Offering which are required for such use, and are not provided by CONTRACTOR. COUNTY agrees that Orders are not contingent on any future features or functionality of Offerings.

CONTRACTOR does not control COUNTY's processes or the creation, validation, sale, or use of COUNTY's (or any client of COUNTY's) products or services and will not be liable for any claim or demand made against COUNTY by any third party, except for CONTRACTOR's obligations to indemnify COUNTY against infringement claims as expressly set forth in this Agreement.

7. LIMITATION OF LIABILITY

7.1 **Intentionally omitted.**

7.2 **Intentionally omitted**

7.3 **Intentionally omitted.**

7.4 **Intentionally omitted.**

7.5 **Intentionally omitted.**

8. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

8.1 **Infringement Claim Indemnity.** CONTRACTOR will indemnify and defend, at its expense, any action brought against COUNTY to the extent that it is based on a claim that the Offering infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against COUNTY by a court of competent jurisdiction or agreed in a settlement, provided that COUNTY gives CONTRACTOR (i) prompt written notice of the claim,

(ii) all requested information and reasonable assistance related to the claim and (iii) sole authority to defend or settle the claim.

CONTRACTOR will not admit liability or incur obligations on COUNTY's behalf without Customer's prior written consent, which will not be unreasonably withheld.

8.2 **Injunction.** If a permanent injunction is obtained against COUNTY's use of an Offering due to an infringement claim, CONTRACTOR may, at its sole option, obtain for COUNTY the right to continue using the Offering, or replace or modify the Offering to become non-infringing. If such remedies are not reasonably available: (i) CONTRACTOR will refund prepaid fees for the enjoined Offering on a pro-rata basis (a) for Hardware or Software licensed to COUNTY on a perpetual basis, for the remainder of an amortization period of 60 months from the initial delivery to COUNTY, or (b) for any other Offering, for the remainder of the Subscription Term for that Offering; (ii) any applicable licenses to such Offering will automatically terminate; and (iii) COUNTY will immediately cease to use the enjoined Offering and return all related Software in its possession. CONTRACTOR may, in its sole discretion, provide any of the foregoing remedies to mitigate infringement prior to the issuance of an injunction.

8.3 **Exclusions.** Notwithstanding anything to the contrary in this Agreement, CONTRACTOR will not have any liability or obligation to COUNTY to the extent that an infringement claim arises out of (i) use of a prior version of the Offering to the extent that a current version is non-infringing and has been made available to COUNTY, (ii) failure to use a replacement, correction, patch, or new version of the Offering offered by Siemens that performs substantially the same functions, (iii) use of the Offering in combination with Content, equipment, or software products not provided by Siemens) any adjustment, modification, or configuration of the Offering not made by CONTRACTOR, or (vi) instructions, assistance, or specifications provided by COUNTY.

8.4 **Sole and Exclusive Remedy.** Section 8 sets forth CONTRACTOR's entire liability and COUNTY's sole and exclusive remedy for infringement of third-party intellectual property rights.

9. RENEWAL, SUSPENSION, TERMINATION

9.1 **Subscription and Renewals.** If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by CONTRACTOR, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms unless either party notifies the other at least sixty (60) days prior to the end of the then-current Subscription Term that it has elected not to renew. Any renewed Subscription Term will be the same length as the preceding term or 12 months, whichever is greater. If the Agreement or Order applicable to the Offering incorporates online terms by reference, the then-current online terms will apply to the renewed Subscription Term, unless otherwise stated in the Agreement. The fees for any renewed Subscription Term will be the same as those in effect at the end of the preceding Subscription Term, unless (i) CONTRACTOR notifies COUNTY about different future fees at least ninety (90) days prior to the end of the then-current Subscription Term or (ii) fees for the renewed Subscription Term(s) are specified on the Order.

9.2 **Suspension.** CONTRACTOR may suspend or limit COUNTY's or any user's access to and use of Offerings, in whole or in part, immediately (i) if CONTRACTOR reasonably determines that the use of the Offering poses a security risk to the Offering, CONTRACTOR, or any third party, or subjects CONTRACTOR or any third party to liability, (ii) if COUNTY materially breaches this Agreement, or (iii) upon the occurrence of any of the circumstances that give CONTRACTOR the right to immediate termination under Section 9.3. Suspension or limitation will not limit any other rights available to CONTRACTOR under this Agreement and will not relieve COUNTY of its obligation to pay fees, unless the reason for suspension is not the fault of the COUNTY, in which case CONTRACTOR shall exhaust efforts to lift the suspension or limitation as expeditiously possible and shall refund a reasonable portion of any prepaid fees on a pro-rata basis for the amount of time of the suspension or limitation. If the suspension or limitation is due to the fault of the COUNTY, CONTRACTOR will lift the suspension or limitation as soon as the reason for such suspension or limitation no longer exists.

9.3 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate an Order for a particular Subscription Term based Offering with immediate effect in the event of the other party's material breach of this Agreement which remains uncured for a period of thirty (30) days from receipt of written notice specifying the breach; provided that such termination will only be effective with respect to the Offering affected by the material breach. CONTRACTOR may terminate any or all Orders or this Agreement upon written notice to COUNTY in the event of COUNTY's unauthorized installation or use of CONTRACTOR software, COUNTY's filing for bankruptcy or having bankruptcy proceedings filed against it, or COUNTY ceasing to do business. CONTRACTOR may, upon thirty (30) days written notice, terminate an Order for any breach by COUNTY of Sections 2.3, 3, 4.5 10, 11, 12.2, 12.6, or in order to comply with applicable law or the requests of government authorities.

9.4 **Effect of Expiration or Termination.** Upon expiration of the applicable Subscription Term or termination of any Order for one or more Offerings or this Agreement for any reason, COUNTY's rights to access, use, or receive the affected Offering(s) automatically terminate. COUNTY will immediately cease using the affected Offering(s), and remove and destroy all Software and other CONTRACTOR

Confidential Information relating to such Offering in its possession or control. COUNTY may retrieve COUNTY Content available for download for a period of thirty (30) days after expiration or termination, provided COUNTY is in compliance with this Agreement. After such thirty (30) day period, all COUNTY Content may be deleted. Except as otherwise stated in this paragraph, termination of this Agreement or any Order for one or more Offerings will not relieve COUNTY of its obligation to pay the pro-rata fees set forth in any Order, which fees will become due and payable immediately upon termination. In the event of COUNTY's termination for CONTRACTOR's material breach in accordance with Section 9.3, CONTRACTOR will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offering(s). Sections 2.3, 2.4, 3.3, 3.4, 3.5, 4.5, 5.2, 6.2, 8, 9.4, 10, 11, 12.4, 12.6, and 12.9 survive termination of this Agreement.

10. EXPORT CONTROL AND SANCTIONS COMPLIANCE

- 10.1 **General.** COUNTY shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "**Export Regulations**").
- 10.2 **Checks for Goods and Services.** Prior to any transaction by COUNTY concerning goods (including Hardware, Documentation and technology) delivered by CONTRACTOR, or services (including Professional Services, maintenance and technical support) performed by CONTRACTOR to a third party, COUNTY shall check and certify by appropriate measures that (i) the COUNTY's use, transfer, or distribution of such goods and services, the brokering of contracts or the provision of other economic resources in connection with goods and services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) the goods and services are not intended or provided for prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military); and (iii) COUNTY has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the goods and services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein.
- 10.3 **Non-Acceptable Use of Software and Cloud Services.** COUNTY shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software or Cloud Services from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Software or Cloud Services to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the Software or Cloud Services for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any COUNTY Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); or (v) facilitate any of the aforementioned activities by any user. COUNTY shall provide all users with all information necessary to ensure compliance with the Export Regulations.
- 10.4 **Semiconductor Development.** COUNTY will not, without advance written authorization from CONTRACTOR, use Offerings for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.
- 10.5 **No (Re-)Export to Russia or Belarus.** COUNTY shall not export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Offerings supplied by CONTRACTOR in connection with this Agreement. COUNTY shall undertake its best efforts to ensure that the purpose of this Section is not frustrated by third parties, including authorized solution partners. COUNTY shall establish and maintain an adequate monitoring mechanism to detect conduct by any third parties that would frustrate the purpose of this paragraph.
- 10.6 **Information.** Upon request by CONTRACTOR, COUNTY shall promptly provide CONTRACTOR with all information pertaining to users, the intended use, and the location of use, or the final destination (in the case of Hardware, Documentation and technology) of the Offerings. COUNTY will notify CONTRACTOR prior to COUNTY disclosing any information to CONTRACTOR that is defense-related or requires controlled or special handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by CONTRACTOR.

Indemnification. Intentionally omitted.

- 10.7 **Reservation.** CONTRACTOR shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. COUNTY acknowledges that CONTRACTOR may be obliged under the Export Regulations to limit or suspend access by COUNTY and/or users to the Offerings.

11. CONFIDENTIALITY

- 11.1 **Confidential Information.** "**Confidential Information**" means all information disclosed by one party or any of its affiliates or subcontractors to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. CONTRACTOR Confidential Information includes, Systems Information, and CONTRACTOR IP. The receiving party will (i) not disclose Confidential Information, except (a) on a need-to-know basis to its and its affiliates' employees, consultants, contractors, and financial, tax, and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in this Agreement, or (b) as otherwise authorized by the disclosing party or this Agreement, (ii) use Confidential Information only as required to exercise or enforce rights or perform obligations under this Agreement, and (iii) use reasonable care to protect against unauthorized use and disclosure of the disclosing party's Confidential Information. The receiving party will be liable for compliance with Section 11 by each of its recipients. CONTRACTOR and its affiliates may name COUNTY as a customer on their websites and in customer lists and other marketing materials.
- 11.2 **Exclusions.** The obligations in Section 11.1 will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party, (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or (v) is required to be disclosed by a government authority or law, so long

as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

12. GENERAL PROVISIONS

- 12.1 **Siemens Affiliates and Subcontractors.** CONTRACTOR's ultimate parent company or companies directly or indirectly owned or controlled by CONTRACTOR's ultimate parent company may exercise CONTRACTOR's rights and fulfill CONTRACTOR's obligations under this Agreement. CONTRACTOR may use resources in various countries to provide Offerings, including unaffiliated subcontractors. CONTRACTOR remains responsible for its obligations under this Agreement.
- 12.2 **Assignment.** This Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by COUNTY without the prior written consent of CONTRACTOR. Any attempted assignment in violation of this Section will be void.
- 12.3 **License Rights Applicable to the U.S. Government.** Offerings are commercial products and commercial services that were developed exclusively at private expense. If Offerings are acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered commercial products, commercial services, and commercial computer software or computer software documentation, as defined in 48 C.F.R. §2.101. Offerings may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. CONTRACTOR will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.
- 12.4 **Feedback.** If COUNTY provides any ideas or feedback regarding any Offering, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "**Feedback**"), Feedback may be used by CONTRACTOR without condition or restriction.
- 12.5 **Force Majeure.** Neither party will be liable for delay or failure to perform any obligations under this Agreement due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.
- 12.6 **Information Obligations; Audit.** COUNTY will provide information or other materials that CONTRACTOR reasonably requests to verify COUNTY's compliance with this Agreement. Audits of COUNTY's usage of installed Software may be conducted as self-audits by COUNTY using the inventory tools provided by CONTRACTOR. If COUNTY is unable or unwilling to use the tools in self-service, CONTRACTOR or its authorized agents may access COUNTY's facilities to perform the audit.
- 12.7 **Notices.** As it relates to the use of the Cloud Services only, CONTRACTOR may notify COUNTY under this Agreement by (i) posting a notification on Cloud Services or on the administrative user account that COUNTY maintains with CONTRACTOR to manage subscriptions to Offerings ("**Subscription Console**"), (ii) sending an email or other text message to the address or contact number provided by CONTRACTOR for business contact or then-associated with the Subscription Console, or (iii) sending an email to relevant users. It is COUNTY's responsibility to regularly visit Cloud Services and the Subscription Console and to always provide CONTRACTOR with current email addresses of COUNTY representatives. If COUNTY does not comply with such obligation or if COUNTY's receipt of a notice fails because of technical issues related to equipment or services which are under COUNTY's or COUNTY subcontractors' control, notices will be deemed to have been provided to COUNTY three days following the date of such notice. Notwithstanding the foregoing, notices regarding claims or disputes will always be sent to the party's address as specified in the applicable Order and the Agreement between CONTRACTOR and COUNTY. A party may change its address for receipt of notice by delivery of written notice to the other party. Any other notice pertaining to the Agreement must be provided pursuant to the terms of the Agreement between CONTRACTOR and COUNTY. **Language.** If CONTRACTOR provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.
- 12.8 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures will have the same force and effect as manual signatures.

Acceptable Use Policy

April 2023

This Acceptable Use Policy ("AUP") sets out terms COUNTY, and those acting on COUNTY's behalf, must comply with when using the online services made available by CONTRACTOR ("Cloud Services").

1. **Credentials**

COUNTY will:

- not use a false identity to gain access to the Cloud Services;
- carefully store access credentials and security tokens and protect them from unauthorized access, disclosure or use;
- not gain access to Cloud Services by any means other than COUNTY's user account(s) or other means permitted by CONTRACTOR;
- not circumvent or disclose the authentication or security of COUNTY's user account(s), the underlying technology or any host, network, or account related thereto;
- ensure that any access credentials are not shared with other individuals and used only by the individual who was granted the credentials. CONTRACTOR may change access credentials if CONTRACTOR determines at its reasonable discretion that a change is necessary.

2. **No Illegal, Harmful, or Offensive Use or Content**

COUNTY will not use, or encourage, promote, facilitate, or instruct others to use, Cloud Services for any illegal, harmful, or offensive use or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, fraudulent, infringing or offensive. COUNTY's use of the Cloud Services and its content stored within the Cloud Services will not:

- violate any laws or regulations, or rights of others;
- be harmful to others, or to CONTRACTOR's reputation, including by offering or disseminating fraudulent goods, services, schemes, or promotions, make-money-fast schemes, Ponzi or pyramid schemes, phishing, farming, or other deceptive practices;
- enter, store or send hyperlinks, or enable access to external websites or data feeds, including embedded widgets or other means of access, in or as part of COUNTY's content, for which COUNTY has no authorization or which are illegal;
- be defamatory, obscene, abusive, or invasive of privacy.

3. **No violation of use restrictions**

COUNTY will not:

- resell, transfer, sublicense, loan, lease or publish Cloud Services, or use Cloud Services in the operation of a business process outsourcing or other outsourcing or a time-sharing service (unless expressly permitted by CONTRACTOR);
- reverse engineer, disassemble, decompile, or otherwise modify, create derivative works based on, merge, tamper with, repair, or attempt to discover the source code of, Cloud Services or the underlying technology (except to the extent this restriction conflicts with the applicable law of COUNTY's jurisdiction);
- access Cloud Services from any location prohibited by or subject to sanctions or license requirements according to applicable sanctions and/or (re-)export control laws and regulations, including those of the European Union, the United States of America and/or any other applicable countr(ies), and COUNTY will only upload non-controlled content (e.g. classification is "N" in the EU, and "N" for ECCN or "EAR99" in the U.S.), unless permitted otherwise by the applicable (re-)export control laws or respective governmental licenses or approvals.

4. **No Abusive Use**

COUNTY will not:

- use Cloud Services in a way intended to avoid or work around any use limitations and restrictions placed on such Cloud Services (such as access and storage restrictions), monitoring, or to avoid incurring fees);
- access or use Cloud Services for the purpose of conducting a performance test, building a competitive product or service, or copying its features or user interface;
- interfere with the proper functioning or security of any of CONTRACTOR's systems;
- distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations, including commercial advertising and informational announcements. COUNTY will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

5. **No Security Violations**

COUNTY will not use Cloud Services in a way that could result in or facilitate a threat to the security of Cloud Services or the underlying technology. COUNTY will in particular:

- take reasonable precautions against security attacks, viruses and malicious code on COUNTY's system, on-site hardware, software or services that COUNTY uses to connect to and/or access Cloud Services;
- not perform any penetration test of or on Cloud Services or the underlying technology without obtaining CONTRACTOR'S express prior written consent;
- not use devices to access or use Cloud Services that do not comply with industry standard security policies (e.g., password protection, virus protection, update and patch level).

6. **Our Monitoring; Reporting**

COUNTY acknowledges that CONTRACTOR and its subcontractors may monitor COUNTY's compliance with this AUP through Cloud Services. CONTRACTOR reserves the right to investigate any violation of this AUP. If COUNTY becomes aware of any violation of this AUP, COUNTY will immediately notify CONTRACTOR and provide CONTRACTOR with assistance, as requested by CONTRACTOR, to stop, mitigate or remedy the violation. CONTRACTOR may remove, disable access to, or modify any content or resource that violates this AUP or any other agreement CONTRACTOR has with COUNTY for use of the Cloud Services. CONTRACTOR may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. If a party that claims that COUNTY's use of the Cloud Services or COUNTY's content violates such third party's rights or any law or regulation, CONTRACTOR may share appropriate customer information.

7. **Copyright / DMCA.** CONTRACTOR's parent company, Siemens, will respond to notices of copyright infringement regarding content in accordance with its Copyright Policy, which is available via weblink on the website of the relevant Siemens affiliate or the website from which COUNTY accesses Cloud Services.

Data Privacy Terms

July 2024

The Data Privacy Terms ("DPT") are agreed between the Siemens entity ("Siemens") and the customer ("Customer") named in the Agreement.

1. Scope and compliance with laws

1.1. The DPT shall apply to the Processing of Personal Data by Siemens acting as Processor for Customer with respect to Offerings provided under the Agreement. In the Agreement, Offering as defined herein may be referred to as "Service". The DPT Annexes are incorporated into the DPT; the DPT are incorporated into the Agreement. In the event of conflicts, the DPT Annexes prevail over the DPT which prevail over the remainder of the Agreement.

1.2. The DPT describe Customer's and Siemens' data protection related rights and obligations with regard to the processing operations captured by the DPT. All other rights and obligations shall be exclusively governed by the other parts of the Agreement.

1.3. When providing the Offerings, Siemens will comply with data protection laws and regulations directly applicable to its provision of the Offerings acting as Customer's Processor, including security breach notification law. However, Siemens shall not be responsible for compliance with any data protection laws or regulations applicable to Customer that are not generally applicable to Processors. Customer shall comply with all laws and regulations applicable to Customer's use of the Offerings, including Applicable Data Protection Law, and ensure that Siemens and its Subprocessor are allowed to provide the Offerings as described in the DPT.

2. Details of the processing

The details of the Processing operations provided by Siemens, including the subject-matter of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed and the categories of affected Data Subjects, are specified in the DPT Annexes.

3. Instructions

Siemens will Process Personal Data only in accordance with Customer's documented instructions. Customer agrees that the Agreement (including the DPT) are Customer's documented instructions to Siemens for the Processing of Personal Data. Any additional or alternative instructions must be agreed between the parties in writing.

4. Technical and organizational measures

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Siemens shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The technical and organizational measures implemented by Siemens for this purpose are described in the DPT Annexes. Customer understands and agrees that the technical and organizational measures are subject to technical progress and development. In that regard, Siemens shall have the right to implement appropriate alternative measures as long as the security level of the measures is maintained.

4.2. The technical and organizational measures described in the DPT Annexes apply to the IT-system and applications of Siemens and Siemens' Subprocessors. Customer is responsible for implementing

and maintaining appropriate technical and organizational measures for components that Customer provides or controls, such as implementing physical and system access control measures for Customer's own premises, assets and IT-systems or configuring the Offerings to Customer's individual requirements.

5. Confidentiality of the processing

Siemens will ensure that personnel who are engaged in the Processing of Personal Data (i) are under an obligation to maintain the confidentiality of such data, (ii) will process such data only as described in the DPT or on Customer's documented instructions, and (iii) receive adequate privacy and security trainings.

6. Subprocessors

6.1. Customer hereby approves the engagement of Subprocessors by Siemens. A current list of Subprocessors commissioned by Siemens is available in the applicable DPT Annexes.

6.2. Siemens may remove or add new Subprocessors at any time. If required by Applicable Data Protection Law, Siemens will obtain Customer's approval to engage new Subprocessors in accordance with the following process: (i) Siemens shall notify Customer with at least 30 days' prior notice before authorizing any new Subprocessor to access Customer's Personal Data; (ii) if Customer raises no reasonable objections that include an explanation of the grounds for non-approval in writing within this 30 day period, then this shall be taken as an approval of the new Subprocessor; (iii) if Customer raises reasonable objections, Siemens will - before authorizing the Subprocessor to access Personal Data - use reasonable efforts to (a) recommend a change to Customer's configuration or use of the Offerings to avoid Processing of Personal Data by the objected-to new Subprocessor or (b) propose other measures that address the concerns raised in Customer's objection; (iv) if the proposed changes or measures cannot eliminate the grounds for non-approval, Customer may terminate the affected Offering without penalty with 14 days' written notice following Siemens response to Customer's objection. If Customer does not terminate the affected Offering within the 14-day period, this shall be taken as an approval of the Subprocessor by Customer.

6.3 In case of any commissioning of Subprocessors, Siemens shall enter into an agreement with such Subprocessor imposing appropriate contractual obligations on the Subprocessor that are no less protective than the obligations in these DPT. Siemens remains responsible for any acts or omissions of our Subprocessors in the same manner as for Siemens' own acts and omissions hereunder.

7. International Data Transfers

7.1. Restricted Transfers. In case Restricted Transfers relate to Personal Data originating from a Controller located within the EEA, Switzerland, or the United Kingdom, Siemens shall implement the Transfer Safeguards identified in the DPT Annexes. Siemens shall have the right to replace the Transfer Safeguard identified in the DPT Annexes by alternative adequate Transfer Safeguards. In this case the notification and objection mechanism in Section 6.2 shall apply mutatis mutandis.

7.2. Standard Contractual Clauses. The following shall apply if a Transfer Safeguard is based on the Standard Contractual Clauses:

(i) Option 1 - Siemens within the EEA. If the Siemens entity being a party to these DPT is located within the EEA or within a Country with an Adequacy Decision, then this Option 1 shall apply, and the Restricted Transfer shall be protected by Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. Siemens shall be responsible to conclude the Standard Contractual Clauses covering the relevant Processing activities with its Subprocessors.

(ii) Option 2 - Siemens outside the EEA. If the Siemens entity being a party to these DPT is located outside the EEA or outside a Country with an Adequacy Decision, then this Option 2 shall apply, and Siemens and Customer hereby enter into Module 2, and, if the Customer itself acts as Processor for Further Controllers, then the parties hereby also enter into Module 3 of the Standard Contractual Clauses EU and the respective provision of the Standard Contractual Clauses UK. For this purpose, the Standard Contractual Clauses available at www.siemens.com/DPT/SCC are incorporated in these DPT by reference. The "DPT Annexes - Description of the Processing Operations", "DPT Annexes - Technical and organizational measures" and "DPT Annexes - List of approved Subprocessors" shall form Annex I to III of the Standard Contractual Clauses. Without prejudice to the statutory rights of Data Subjects, limitations of liability contained in the Agreement shall also apply to Siemens' and its Subprocessors' liability (taken together in the aggregate) vis-à-vis Customer under the Standard Contractual Clauses.

(iii) Switzerland. In case Restricted Transfers are subject to the Applicable Data Protection Law of Switzerland and the Standard Contractual Clauses are used, any reference in the Standard Contractual Clauses EU to the EU General Data Protection Regulation (EU) 2016/679 shall be understood as reference to Applicable Data Protection Law in Switzerland and references to the "competent supervisory authority" shall be interpreted as references to the Federal Data Protection and Information Commissioner. The Parties further agree that the governing law for the purposes of clause 17 of the Standard Contractual Clauses shall be the law of Switzerland. For Data Subjects habitually resident in Switzerland, the courts of Switzerland are an alternative place of jurisdiction in respect of disputes.

7.3. BCR. The following shall apply if a Transfer Safeguard is based on BCR-P: Siemens shall contractually bind such Subprocessor to comply with the BCR-P with regard to the Personal Data Processed under the DPT.

8. Defending Customer Personal Data – Third party access requests

In the event Siemens receives an order from any third party for disclosure of Personal Data, Siemens shall (i) use every reasonable effort to redirect the third party to request data directly from Customer; (ii) without undue delay notify Customer, unless prohibited under applicable law, and, if prohibited from notifying Customer, use reasonable efforts to obtain the right to waive the prohibition in order to communicate as much information to Customer as soon as possible; and, (iii) use reasonable efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with the law of the EEA or applicable EEA member state law.

9. Personal Data Breach

9.1. Siemens shall notify the Customer without undue delay after becoming aware of a Personal Data Breach. Taking into account the nature of processing and the information available to Siemens, the notification shall describe (i) the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, (ii) a contact point where more information can be obtained, (iii) the likely consequences of the Personal Data Breach; and (iv) the measures taken or proposed to be taken to address the Personal Data Breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

9.2. Siemens shall (i) reasonably assist the Customer in ensuring compliance with its Personal Data Breach obligations pursuant to Applicable Data Protection Law, and (ii) initiate respective and reasonable remedy measures.

10. Data subject rights, Siemens' assistance

10.1. Siemens shall, to the extent legally permitted and where the Data Subject has provided information to identify the Customer, notify Customer without undue delay if Siemens receives a request from a Data Subject to exercise its Data Subject's rights (such as the right to access, rectification, erasure or restriction of Processing).

10.2. Taking into account the nature of the processing and the information available to Siemens, (i) Siemens shall assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights; (ii) at its own discretion, either (a) provide Customer with the ability to rectify or erase Personal Data via the functionalities of the Offerings, or (b) rectify or erase Personal Data as instructed by Customer; and (iii) reasonably assist Customer to comply with its further obligations under Applicable Data Protection Law.

11. Audits

11.1. Provided that an audit right is required by Applicable Data Protection Law, Customer shall have the right to audit, by appropriate means - in accordance with Sections 11.2 to 11.4 below - Siemens' and its Subprocessors' compliance with the data protection obligations hereunder annually, unless additional audits are necessary under Applicable Data Protection Law or follow a Personal Data Breach. Such audits shall be limited to information and data processing systems that are relevant for the provision of the Offerings provided to Customer.

11.2. Siemens may provide evidence of Siemens' and its Subprocessors' compliance with its obligations hereunder through providing (i) certification of its compliance with ISO 27001 or comparable standards (scope as defined in the certificate), or (ii) other compliance attestation and documents ("**Certifications and Attestations**"). Customer agrees that these Certifications and Attestations shall first be used to address Customer's audit rights under the DPT.

11.3. If required under Applicable Data Protection Law, Siemens will allow for additional reasonable information requests and audits, including onsite audits at Siemens facilities and premises by Customer or an independent, accredited third party audit firm, during regular business hours, with reasonable advance notice to Siemens.

11.4. The Certifications and Attestations and any further information and documentation provided during an audit shall constitute confidential information and may only be provided to Further Controllers pursuant to confidentiality obligations substantially equivalent to the confidentiality obligations contained elsewhere in the Agreement. In case audits relate to Subprocessors, Siemens may require Customer and Further Controllers to enter into non-disclosure agreements directly with the respective Subprocessor before issuing Certifications and Attestations and any further information or documentation to Customer or Further Controllers.

12. Notices

12.1. Siemens may provide notice to Customer under the DPT by posting a notice as described in the Agreement.

12.2. Notices concerning Subprocessors under section 6 of the DPT may be given by listing the current Subprocessors at www.siemens.com/dpt and providing Customer with a mechanism to obtain notice of any new Subprocessor. It is Customer's obligation to register a point of contact to receive Subprocessor notifications at www.siemens.com/dpt and to keep contact information for notices current.

13. Term and termination

The DPT shall have the same term as the Agreement. Upon termination of the DPT and unless otherwise agreed between the parties in the Agreement, Siemens shall erase all Personal Data made available to it or obtained or generated by it on behalf of Customer connection with the Offerings.

14. Language

If Siemens provides a translation of the English language version of the DPT or its Annexes, the English language version of the DPT or its Annexes will control in the event of any conflict.

15. Country Terms

USA. If Siemens is Processing Personal Data of US residents, Siemens makes the following additional commitments to Customer: Siemens will Process Personal Data on behalf of Customer and, not retain, use, or disclose that Personal Data for any purpose other than for the purposes set out in the Agreement or these DPT and as permitted under relevant US data privacy law („**US Data Privacy Law**“). In no event will Siemens “sell” or “share” (as such terms are defined under US Data Privacy Law) any such Personal Data or shall combine the Personal Data that it collected in connection with performing the requested Offering under these DPT with Personal Data that it received from another person or persons or collected from its own interaction with the data subject, unless expressly permitted under US Data Privacy Law or the Agreement. These additional terms do not limit or reduce any data protection commitments Siemens makes to Customer in the DPT, Agreement, or other agreement between Siemens and Customer.

16. Definitions

16.1. “**Agreement**” means the commercial agreement on the provision of the Offerings between Siemens and Customer.

16.2. “**Applicable Data Protection Law**” means all applicable law pertaining to the Processing of Personal Data hereunder.

16.3. “**Binding Corporate Rules for Processors**” or “**BCR-P**” means binding corporate rules for processors which are approved by the competent supervisory authority in the (i) European Union and (ii) the United Kingdom.

16.4. “**Controller**” means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

16.5. “**Country with an Adequacy Decision**” means any country for which the European Commission has decided that such country ensures an adequate level of data protection, and for personal data originating from the UK, any country for which UK adequacy regulations have been made.

16.6. “**Data Subject**” means an identified or identifiable natural person.

16.7. “**DPT**” shall mean these Data Privacy Terms.

16.8. “**DPT Annexes**” shall mean the documents which describe the scope, the nature and purpose of the Processing, the types of Personal Data Processed, the categories of affected Data Subjects, the Subprocessors used and technical and organizational measures and which are referenced in the Agreement and/or the DPT. If the Standard Contractual Clauses apply, the DPT Annexes shall form Annex I to III of the Standard Contractual Clauses and are hereby incorporated by reference.

16.9. “**EEA**” shall mean the European Economic Area.

16.10. “**Further Controller**” shall mean any third party (such as an affiliated company of Customer) acting as Controller which is entitled to use or receive Offerings under the terms of the Agreement.

16.11. “**Offerings**” shall mean the offerings under the Agreement provided by Siemens acting in its role as Processor. In the Agreement, Offering as defined herein may be referred to as “**Service**” or otherwise.

16.12. “**Personal Data**” means information that relates, directly or indirectly, to a Data Subject, including without limitation, names, email addresses, postal addresses, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. Personal Data, for the purposes of the DPT, includes only such Personal Data submitted by or for Customer or any Further Controller to the Offerings or that is accessed by Siemens in the context of providing the Offerings.

16.13. “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed under the terms of this DPT.

16.14. “**Processor**” means a natural or legal person, public authority, agency or any other body which Processes Personal Data on behalf of a Controller.

16.15. “**Process**” or “**Processing**” means any operation or set of operations which is performed upon Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, access to, transfer, and disposal.

16.16.

“**Restricted Transfer**” shall mean (i) the Processing of Personal Data outside the EEA or a Country with an Adequacy Decision or (ii) any accesses to Personal Data from outside the EEA or a Country with an Adequacy Decision by Siemens or any of its Subprocessors.

16.17.

Sensitive Personal Data shall mean information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, social security measures, administrative or criminal proceedings and sanctions, or genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

16.18. **“Standard Contractual Clauses”** means the Standard Contractual Clauses EU; and, for Personal Data originating from Controllers located in the United Kingdom, the Standard Contractual Clauses UK.

16.19. **“Standard Contractual Clauses EU”** means the Standard Contractual Clauses (EU) 2021/914 as of 4 June 2021.

16.20. **“Standard Contractual Clauses UK”** means such standard data protection clauses as are adopted from time to time by the UK Information Commissioner’s Office in accordance with Applicable Data Protection Law in the UK including, but not limited to, the International Data Transfer Agreement, and the Standard Contractual Clauses EU as amended by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses.

16.21. **“Subprocessor”** shall mean any further Processor engaged by Siemens that has access to Personal Data.

16.22. **“Transfer Safeguard(s)”** shall mean appropriate safeguards for Restricted Transfers as required by Applicable Data Protection Law, such as appropriate safeguards as required by Article 46 General Data Protection Regulation (EU) 2016/679.

Annex I to DPT (and, where applicable, the Standard Contractual Clauses)**Description of the Processing Operations**

This Annex specifies the processing operations provided hereunder (including, but not limited to, the subject-matter of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects). The parties may provide further details in the Agreement, including the Offering specific Annexes available at www.siemens.com/dpt, if required for a particular Offering.

A. LIST OF PARTIES

Customer (and, where the Standard Contractual Clauses apply, data exporter):

Name, address and contact person's name, position and contact details: Name and address of the Customer as well as contact details of a contact person are contained in the Agreement and/or collected as part of the Customer onboarding process.

Role (Controller/Processor): Customer acts as Controller for the processing activities provided by Siemens vis-à-vis Customer and, as the case may be, as Processor under the instructions of its Further Controllers for Processing activities provided by Siemens vis-à-vis such Further Controllers.

Provider (and, where the Standard Contractual Clauses apply, data importer):

Name, address and contact person's name, position and contact details: The provider / data importer providing the Processing services hereunder is the Siemens company specified in the Agreement. Point of contact for data privacy inquiries is the Office of the Siemens Data Protection Officer, Werner-von-Siemens-Straße 1, 80333 Munich, Germany, E-Mail: dataprotection@siemens.com

Role (Controller/Processor): Siemens acts as Processor Processing Personal Data on behalf of Customer and, as the case may be, Customer's Further Controllers.

B. DESCRIPTION OF TRANSFER / PROCESSING OPERATIONS**Categories of data subjects whose Personal Data is transferred/Processed**

Data Subjects include:

- employees,
- contractors,
- suppliers,
- business partners; and
- other individuals whose Personal Data is stored on the Offerings and/or is Processed in the context of providing the Offerings.

Categories of personal data transferred

The Personal Data transferred/Processed concern the following categories of Personal Data:

- contact and user information, including name, address data, phone number, email address, and time zone;
- system access, usage or authorization data, containing Personal Data or any other application-specific data which users enter into the Offerings; and
- where applicable further Personal Data as determined by Customer and its Further Controllers by uploading or connecting it to the Offerings or otherwise granting access to it via the Offerings.

Sensitive data transferred (if applicable)

The Offerings are not intended for the processing of Sensitive Personal Data and Customer and its Further Controllers shall not transfer, directly or indirectly, any such Sensitive Personal Data to Siemens.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

- If the Offering involves the provision of Cloud Services (as specified further below), Siemens continuously hosts the Personal Data on behalf of the Customer.

- If the Offering involves the provision of Support and Professional Offerings (as specified further below), Siemens may access Personal Data only when providing the respective Offering, unless specified otherwise in the Agreement.

Nature of the processing and purpose(s) of the data transfer and further processing

Siemens and its Subprocessors will Process Personal Data to provide the Offerings, including:

- internet accessible or similar Offerings made available and hosted by Siemens (“**Cloud Offerings**”); or
- administration, management, installation, configuration, migration, maintenance and support Offerings or any other Offerings requiring (remote) access to Personal Data (“**Support and Professional Offerings**”).

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The Personal Data will be retained for the period of the Agreement. Customer has the ability to rectify, erase or restrict the Processing of Personal Data via the functionalities of the services, or (ii) Siemens rectifies, erases or restricts the Processing of Personal Data as instructed by Customer.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter, nature and duration of the processing are specified per Subprocessor in Annex III.

C. Where the Standard Contractual Clauses apply: COMPETENT SUPERVISORY AUTHORITY

Where Customer is the data exporter under Module 2 or Module 3, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the EU Standard Contractual Clauses.. A list of the supervisory authorities in the European Union is available here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

Annex II to DPT (and, where applicable, the Standard Contractual Clauses)

Technical and organisational measures

This document describes the technical and organizational measures (TOMs) implemented by Siemens and its Subprocessors to protect Siemens' and Subprocessors' IT-systems and applications. Some Offerings may be protected by different or additional TOMs, as set forth in the respective Agreement, including the Offering specific Annexes available at www.siemens.com/dpt.

Scenario 1: TOMs applicable to Cloud Offerings.

Scenario 2: TOMs applicable to Support and Professional Offerings provided via remote access tools provided and controlled by Siemens.

Scenario 3: TOMs applicable to Support and Professional Offerings provided via remote access tools provided and controlled by Customer.

#	Measures	Scenario		
		1	2	3
1.	Physical and Environmental Security			
	Siemens implements suitable measures to prevent unauthorized persons from gaining access to the data processing equipment (namely database and application servers and related hardware). This shall be accomplished by:			
	a) establishing security areas;	X	X	-
	b) protecting and restricting access paths;	X	X	-
	c) securing the decentralized data processing equipment and personal computers;	X	X	X
	d) establishing access authorizations for employees and third parties, including the respective documentation;	X	X	-
	e) all access to the data center where Personal Data is hosted will be logged, monitored, and tracked;	X	-	-
	f) the data center where Personal Data is hosted is secured by restricted access controls, and other appropriate security measures; and	X	-	-
	g) maintenance and inspection of supporting equipment in IT areas and data centers shall only be carried out by authorized personnel	X	X	-
2.	Access Control (IT-Systems and/or IT-Application)			
	2.1 Siemens implements an authorization and authentication framework including, but not limited to, the following elements:			
	a) role-based access controls implemented;	X	X	X
	b) process to create, modify, and delete accounts implemented;	X	X	X
	c) access to IT systems and applications is protected by authentication mechanisms;	X	X	X
	d) appropriate authentication methods are used based on the characteristics and technical options of the IT system or application;	X	X	X
	e) access to IT systems and applications shall require adequate authentication;	X	X	X

#	Measures	Scenario		
		1	2	3
	f) authorization and logging measures for network connections to IT systems and applications (including firewalls to allow or deny inbound network connections) implemented;	X	X	-
	g) privileged access rights to IT systems, applications, and network Offerings are only granted to individuals who need it to accomplish their tasks (least-privilege principle);	X	X	X
	h) privileged access rights to IT systems and applications are documented and kept up to date;	X	X	X
	i) access rights to IT systems and applications are reviewed and updated on regular basis;	X	X	X
	j) password policy implemented, including requirements re. password complexity, minimum length , no re-use of recently used passwords;	X	X	X
	k) IT systems and applications technically enforce password policy;	X	X	X
	l) policy to lock user terminal when leaving the workplace;	X	X	X
	m) automatic time-out of user terminal if left idle;	X	X	X
	n) automatic turn-off of the user identification when several erroneous passwords are entered, along with log file of events (monitoring of break-in-attempts);	X	X	X
	o) access rights of employees and external personnel to IT systems and applications is removed without undue delay upon termination of employment or contract; and	X	X	X
	p) use of secure industry standard authentication certificates.	X	X	-
	2.2 Siemens implements a roles and responsibilities concept.	X	X	-
	2.3 IT systems and applications lock down automatically or terminate the session after exceeding a reasonable defined idle time limit.	X	X	-
	2.4 Siemens maintains log-on procedures on IT systems with safeguards against suspicious login activity (e.g. against brute-force and password guessing attacks).	X	X	X
3.	Availability Control			
	3.1 Siemens defines, documents and implements a backup concept for IT systems. , including the following technical and organizational elements:			
	a) backups storage media is protected against unauthorized access and environmental threats (e.g., heat, humidity, fire);	X	-	-
	b) defined backup intervals; and	X	-	-
	c) the restoration of data from backups is tested based on the criticality of the IT system or application.	X	-	-
	3.2 Siemens stores backups in a physical location different from the location where the productive system is hosted.	X	-	-
	3.3 Siemens implements industry standard anti-malware solutions to protect its systems and applications against malicious software.	X	X	X
	3.4 IT systems and applications in non-production environments are logically or physically separated from IT systems and applications in production environments.	X	-	-

#	Measures	Scenario		
		1	2	3
	3.5 Data centers in which Personal Data is stored or processed are protected against natural disasters, physical attacks or accidents.	X	-	-
	3.6 Supporting equipment in IT areas and data centers, such as cables, electricity, telecommunication facilities, water supply, or air conditioning systems are protected from disruptions and unauthorized manipulation.	X	-	-
4. Operations Security				
	4.1 Siemens maintains and implements a company-wide Information Security Framework based on ISO 27001 which is regularly reviewed and updated.	X	X	X
	4.2 Siemens defines and logs security-relevant events.	X	X	X
	4.3 Siemens continuously analyzes the respective IT systems and event logs for anomalies, irregularities, indicators of compromise and other suspicious activities.	X	X	X
	4.4 Siemens scans IT systems and applications for security vulnerabilities on a regular basis.	X	X	X
	4.5 Siemens implements and maintains a change management process for IT systems and applications.	X	X	X
	4.6 Siemens maintains a process to update and implement vendor security fixes and updates on the respective IT systems and applications.	X	X	X
	4.7 Siemens irretrievably erases data or physically destroys the data storage media before disposing or reusing of an IT system.	X	X	X
5. Transmission Controls				
	5.1 Siemens continuously and systematically monitors IT systems, applications and relevant network zones to detect malicious and abnormal network activity which may include;			
	a) Firewalls (e.g., stateful firewalls, application firewalls);	X	X	-
	b) Proxy servers;	X	X	-
	c) Intrusion Detection Systems (IDS) and/or Intrusion Prevention Systems (IPS);	X	X	-
	d) URL Filtering; and	X	-	-
	e) Security Information and Event Management (SIEM) systems.	X	X	-
	5.2 Siemens documents and updates network topologies and its security requirements on regular basis.	X	X	-
	5.3 Siemens administers IT systems and applications by using industry standard encrypted connections.	X	X	-
	5.4 Siemens protects the integrity of content during transmission by industry standard network protocols, such as TLS.	X	X	-
	5.5 Siemens encrypts, or enables its customers to encrypt, customer data.	X	X	-
	5.6 Siemens uses secure key management to store secret keys in the cloud.	X	-	-

#	Measures	Scenario		
		1	2	3
6. Security Incidents				
	Siemens maintains and implements an incident handling process, including but not limited to			
	a) records of security breaches;	X	X	X
	b) customer notification processes; and	X	X	X
	c) an incident response scheme to address the following at time of incident:(i) roles, responsibilities, and communication and contact strategies in the event of a compromise (ii) specific incident response procedures and (iii) coverage and responses of all critical system components.	X	X	X
7. Asset Management, System Acquisition, Development and Maintenance				
	7.1 Siemens implements an adequate security patching process that includes:			
	a) monitoring of components for potential weaknesses (CVEs);	X	X	-
	b) priority rating of fix;	X	X	-
	c) timely implementation of the fix; and	X	X	-
	d) download of patches from trustworthy sources.	X	X	-
	7.2 Siemens identifies and documents information security requirements prior to the development and acquisition of new IT systems and applications as well as before making improvements to existing IT systems and applications.	X	X	-
	7.3 Siemens establishes a formal process to control and perform changes to developed applications.	X	X	-
	7.4 Siemens plans and incorporates security tests into the System Development Life Cycle of IT systems and applications.	X	X	-
8. Human Resource Security				
	8.1 Siemens implements the following measures in the area of human resources security:			
	a) employees with access to Personal Data are bound by confidentiality obligations; and.	X	X	X
	b) employees with access to Personal Data are trained regularly regarding the applicable data protection laws and regulations	X	X	X
	8.2 Siemens implements an offboarding process for Siemens employees and external vendors.	X	X	X

Annex III to DPT (and, where applicable, the Standard Contractual Clauses)

List of approved Subprocessors

A reference to the Subprocessors used by us when providing the Offering is available at www.siemens.com/dpt or contained in the respective Agreement.

Annex IV to DPT

General Data Protection Regulation (EU) 2016/679 (GDPR) Overview

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPT for illustration purposes.

#	GDPR Reference	DPT Section	Title
1.	Article 28 (1)	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
2.	Article 28 (2), (3) (d) and (4)	Section 6 and DPT Annexes	Subprocessors
3.	Article 28 (3) sentence 1	Section 2 and DPT Annexes	Details of the processing and DPT Annexes
4.	Articles 28 (3) (a) and 29	Section 3	Instructions
5.	Article 28 (3) (b)	Section 5	Confidentiality of the processing
6.	Articles 28 (3) (c) and 32	Section 4 and DPT Annexes	Technical and organizational measures and DPT Annexes
7.	Article 28 (3) (e)	Section 10.1	Data subject rights
8.	Articles 28 (3) (f) and 32	Sections 10.2, Section 4 and DPT Annexes	Siemens' assistance, Technical and organizational measures and DPT Annexes
9.	Articles 28 (3) (f) and 33 to 34	Section 9	Personal Data Breach
10.	Articles 28 (3) (f) and 35 to 36	Section 10.2	Siemens' assistance
11.	Article 28 (3) (g)	Section 13	Term and termination
12.	Article 28 (3) (h)	Section 11	Audits
13.	Article 28 (4)	Section 6	Subprocessors
14.	Article 46 (1) (b) und (c)	Section 7 and Standard Contractual Clauses	International Data Transfers and Standard Contractual Clauses

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the agreement between Highlands County and EMS Management & Consultants, Inc.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the agreement between Highlands County and EMS Management & Consultants, Inc.

FISCAL IMPACT

The General Fund annual fiscal impact is \$222,000, which is budgeted in cost center 5105, Emergency Medical Services, account 53400 for fiscal year 24/25.

Attachments: [EMS Management & Consultants statement of issue 3-4-25.pdf](#)

Attachments: [EMS_Management__Consultants__Inc_Piggyback_Agreement_Contractor_Signed.](#)

EMS Management & Consultants, Inc. has provided emergency transport billing and collection management services for Highlands County since July 2019. They have exceptional service and proven collection efforts over the last five years. Fire Rescue and Business Services Departments recommends a continuation of services with this consultant through a piggyback agreement from Seminole County and retaining the same fee schedule.

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and EMS Management & Consultants, Inc., 2540 Empire Drive, Suite 100, Winston Salem, NC 27103, hereinafter referred to as the "CONTRACTOR" (the "Parties", and each a "Party").

WITNESSETH:

WHEREAS, the COUNTY has determined that it is in its best interest to utilize that Agreement between Seminole County, a charter county and political subdivision of the State of Florida, and the CONTRACTOR, dated August 31, 2022, which was competitively solicited for and negotiated by Seminole County through RFP No. RFP-604347-22/TKH, together with the First Amendment to Term Contract for Seminole County Emergency Transport Billing & Collection Management Services, dated February 27, 2023, attached hereto as **Composite Exhibit "A"**, and made a binding part hereof by this reference, and collectively referred to hereinafter as the "Cooperative Contract"; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation and the Cooperative Contract that it is capable of providing the services required by the COUNTY.

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

SECTION 1. TERM.

The term of this Agreement shall extend from the date of execution by the COUNTY through August 31, 2027, subject to annual fund availability.

SECTION 2. SERVICES AND COMPENSATION.

The CONTRACTOR will provide services and pricing to the COUNTY as set forth in the Cooperative Contract.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

3.1 Any reference to "Seminole County" in the Cooperative Contract is substituted with "Highlands County" for purposes of this Agreement.

3.2 Exhibit "B" of the Cooperative Contract is substituted with a sample Highlands County Purchase Order, attached hereto as **Exhibit "B-1"**.

3.3 Section 6.(d) of the Cooperative Contract is replaced with the following:

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

Name	Email Address
Roxanna Taylor	rtaylor@highlandsfl.gov
Sarah Borjas	sborjas@highlandsfl.gov
Tanya Cannady	tcannady@highlandsfl.gov

3.4 Section 18. **Dispute Resolution.** and Section 26. **Governing Law, Jurisdiction, and Venue.** of the Cooperative Contract are replaced with the following:

Section 18. Applicable Law, Venue, Jury Trial.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

3.5 Section 25.(e) of the Cooperative Contract is replaced with the following:

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

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM**

3.6 Section 29. **Notices.** of the Cooperative Contract is replaced with the following:

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870
ATTN: Laurie Hurner, County Administrator

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: EMS Management & Consultants, Inc.
2540 Empire Drive, Suite 100
Winston Salem, NC 27103

3.7 Section 16. Indemnification of COUNTY. of the Cooperative Contract is replaced with the following:

The CONTRACTOR agrees to be liable for any and all liabilities, damages, losses, costs, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such liabilities, claims, suits, judgments or damages, losses, costs, and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 4. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of **Composite Exhibit "A"**

attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this Agreement or of any COUNTY issued Purchase Order shall prevail.

SECTION 6. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 7. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 8. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 9. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 10. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to

the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 11. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

SECTION 12. PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 13. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 14. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 15. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this ~~18th day of February, 2025.~~

March 4, 2025

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

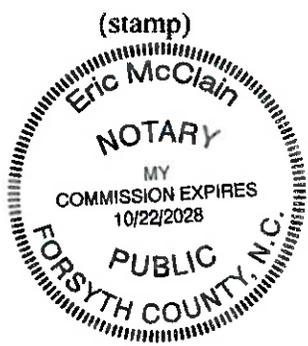
Jerome Kaszubowski, Clerk

CONTRACTOR

By: [Signature]
Print: JAY GYURE
Title: CFO

STATE OF NC
COUNTY OF FORSYTH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization of [Signature], as JAY GYURE, of EMS Management & Consultants, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind EMS Management & Consultants, Inc., and who is personally known to me or who produced PERSONALLY KNOWN as identification, and who did/did not take an oath this 13 day of FEBRUARY, 2025.



[Signature]
NOTARY PUBLIC

COMPOSITE EXHIBIT "A"

1

**TERM CONTRACT FOR SEMINOLE COUNTY EMERGENCY TRANSPORT
BILLING & COLLECTION MANAGEMENT SERVICES
(RFP-604347-22/TKH)**

THIS AGREEMENT is dated as of the 31 day of August 2022, by and between EMS MANAGEMENT & CONSULTANTS, INC., duly authorized to conduct business in the State of Florida, whose principal address is 2540 Empire Drive, Suite 100, Winston Salem, North Carolina 27103, in this Agreement referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide emergency transport billing and collection management services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all

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Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FA18-47EF
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addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Seminole County, Florida



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Section 4. Time for Completion. The services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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- (1) The original invoice must be emailed to:
AP@SeminoleClerk.org
- (2) The original invoice may also be mailed or delivered to:
Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080
- (3) A copy of the invoice must be sent to:
Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(c) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

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Seminole County, Florida



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information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

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Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

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Section 17. Insurance.

(a) **General.** CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

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(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

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CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

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(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$ 1,000,000	Each Accident
\$ 1,000,000	Disease Aggregate
\$ 1,000,000	Disease Each Employee

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

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Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit \$1,000,000.00

(5) Other Insurance Requirements.

\$ 1,000,000 Cyber Liability
\$ 1,000,000 Commercial Crime (Employee Dishonesty Liability)

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.



Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

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representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

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Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,

**PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND
CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall

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return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

EMS Management & Consultants, Inc.
2540 Empire Drive, Suite 100
Winston Salem, NC 27103

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

[Signature page begins on page 21 – this is intentionally left blank]



IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

EMS MANAGEMENT & CONSULTANTS, INC.

[Signature]
Witness
TUSHI FAGAN
Print Name

By: [Signature]
GREG CARNES, CEO

[Signature]
Witness
JAY GYUN
Print Name

Date: 8/29/2022

SEMINOLE COUNTY, FLORIDA

[Signature]
Witness
TAMARA HODGKINS
Print Name

By: [Signature]
TAMMY ROBERTS,
Procurement Administrator

[Signature]
Witness
MARA A. GREEN
Print Name

Date: 8/31/2022

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its August 23, 20 22, regular meeting.

Approved as to form and legal sufficiency.

[Signature]
County Attorney
RMGLK
5/13/22 7/19/22
T:\Users\Legal Secretary CSB\Purchasing 2022\RFP-604347 (EMS).docx

- Attachments:
- Exhibit A - Scope of Services
 - Exhibit B - Sample Purchase Order
 - Exhibit C - Contract Pricing
 - Exhibit D - Affidavit of E-Verify Requirements Compliance

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Part - 1

EXHIBIT A –SCOPE OF SERVICES**REQUIREMENTS**

1. Agency must be primarily engaged in the business of providing medical collection and billing services for ambulance transport providers
2. Agency must have EMS accident-related claim experience for Auto or Work Comp payers and has a system in place to research and obtain liability claims information, submit demand letters.
3. Agency must have a comprehensive understanding of Medicare, Medicaid and other insurance and HMO companies' rules, regulations and procedures as they relate to operations in the State of Florida.
4. Agency must have a proven record of having provided this service to other ambulance transport providers. Size and diversity shall be a consideration.
5. Agency must be currently engaged in the business of medical collection and billing services with a minimum of five (5) years' experience.

The Agency is expected to provide a comprehensive EMS electronic billing system. The Agency is expected to function as an independent contractor. Rates charged for all services rendered for the County transports shall be those rates adopted by the County Board of County Commissioners and they are as follows:

BLS = \$750.00
 ALS = \$800.00
 ALS2= \$800.00
 Mileage = \$13.00

These rates will remain subject to modification at any time; the County will notify the successful Agency of any changes to the established rates. All policy decisions will be made by the County and administered by the successful Agency. The County will provide all appropriate data regarding a patient's care, prior to and up to transfer of care to a hospital, on a weekly basis, or sooner. The Agency must provide a secure website for transmittal of the data and ensure that all HIPPA regulations are satisfied. The format of the data file will be determined by the County or the current EMS data collection software being used in the field by the County.

The Agency is expected to perform all necessary services related to the development, implementation, operation and maintenance of a medical billing and collection system, which includes associated software and hardware, establishment of master files and sub-files, an invoice tracking system, an accounts receivable system by patient name/account/run number (I.R.), and related financial and management reports as deemed necessary by the County. The Agency, in carrying out the above, will be expected to cooperate with the County to determine the training, forms, requirements, necessary files and other materials and services which are required to initiate and maintain these operations.

The Agency shall be responsible for developing, implementing, monitoring, adopting, reporting, and certifying compliance with, policies and procedures and practices designed to ensure compliance with the requirements of Medicare, Medicaid, and all other federal and local billing or coding agents or consultants for Emergency Medical Services, and with the requirements set forth in this RFP.

It shall be the responsibility of the Agency to constantly update the billing system so that it complies with the current requirements established by the medical carriers. It shall be the responsibility of the Agency to notify the



County, in writing, of any changes that necessitate a change in policy for billing. All policy decisions shall be made by the County and shall be transmitted to the Agency in writing.

The Agency shall store all information collected on data processing magnetic data. Information shall be maintained on-line in the system for immediate access. All collected information shall be retained for a minimum of five (5) years upon separation from the County. All collected information shall be backed up with a separate media.

All files information relative to the County transport billing system shall be maintained separately from any other account managed by the Agency. Adequate security, such as password protection, shall be provided to insure privacy of records.

SCOPE OF SERVICES

The Agency shall perform the following:

1. Provide billing services for Emergency Medical Services transport, as required on a case by case basis, with an emphasis on an accelerated turnaround between services provided and payments received. The monthly invoice should show gross collections, patient refunds, Medicaid collections, net collections, Medicaid transports, Privacy Notice Mailing fee and Agency invoice amount.
2. Provide reasonably necessary training to appropriate County EMS/Fire/Rescue personnel regarding the gathering of necessary information and proper completion of run tickets. The Agency will provide all required information to the County to review and forward to the Contracted Collection Company for delinquent accounts.
3. Provide prompt submission of Medicare, Medicaid, and insurance claims within ten (10) business days after receiving the completed patient billing information, which shall be the Agency's notice to commence the billing/collection service. Ability to receive the County's transport records file digitally. The receipt of the digital transport records will meet with the County's file layout criteria. Secondary insurance provider claims shall be submitted within ten (10) business days after the primary insurance provider has paid, this process should also include Medicare secondary. Agency shall follow-up promptly on rejected and inactive claims and establish payer remittance accounts and procedures. If there is no response from insurance companies within 45 days claims will be resubmitted.
4. Reconcile the number of transports collected with those transmitted to the Agency. The Agency shall contact EMS/Fire/Rescue within twenty-four (24) hours of receipt to report any discrepancies.
5. Agency shall provide a designated liaison for patient/payer concerns.
6. Provide all customer-related inquiry services and prepare additional third-party claims based on this information exchange. Provide a toll-free telephone number and secure web site address for customer access. All correspondence from the Agency to patients must contain a contact number for the Agency Customer Service Office. All billing mailings must have the Agency's return address on the envelopes.
7. Agency shall provide postage for the mailing of all invoices, forms, and citizen surveys.
8. Agency shall provide training to appropriate Rescue personnel regarding the gathering of necessary information and proper completion of documentation at no additional charge.



9. Implement a collection system involving a minimum of six (6) invoices, which will include an initial statement to all transported patients. All delinquent accounts with an outstanding balance greater than twelve months, upon review by the County, and referred to the Agency is to be determined to be Collection accounts. Establish a follow-up campaign of up to twenty-four (24) telephone attempts to collect all private pay accounts with outstanding balances, including required co-payments and deductibles assessed by Medicare, Medicaid, HMO's or private insurance. Records of telephone calls and contacts shall be maintained and available to the County via on-line access to the Agency's database. Any payment on an account shall reset this cycle. Returned mail accounts are exempt from the above-required subsequent mailings. The County reserves the right to approve the invoice format. The invoice will contain a statement in Spanish to call the toll-free telephone number for assistance.
10. Agency shall utilize the approved hospital medical record identifier number (MRI#) to contact the hospital in retrieving patient information that was not available during transport. It will be the responsibility of the agency to have a current agreement and software in place with each hospital for Health Data Exchange to update the patient's account in a timely manner.
11. Agency will provide skip tracing through a nationally recognized change of address system; example would be Accurint or similar agency. A credit information resource will be used to determine returned mail corrections and Agency will resubmit statement to patient with corrected address.
12. Attempt to collect all balances due for services rendered as well as attempt to assess patient's ability to repay the debt, and if necessary, extend time payments, all subject to such policy guidelines as the County may establish.
13. Process requests for refunds through County on a monthly basis and provide EMS/Fire/Rescue Division with documentation of each refund processed.
14. Provide to EMS/Fire/Rescue Division all unpaid invoices along with the complete processing history once collection efforts are exhausted. Should the agreement be terminated for any reason, the Agency shall turn over all existing information and documentation in its possession concerning existing unpaid accounts. Such information shall be transmitted by an electronic medium reasonably acceptable to EMS/Fire/Rescue.
15. The Agency shall provide sufficient bi-lingual personnel to process all billing/run tickets in a timely, efficient and effective manner and shall respond promptly to the County and patients on requests for information or records.
16. Agency will be HIPAA compliant with all their federal standards and will provide their policy upon request. The Agency shall be willing to sign the HIPAA Business Associate Agreement (Reference Attachment 3) regarding the use of any confidential records of care or treatment of patients solely for the purpose of processing and collecting claims and shall not release any such information in any legal action, business dispute or competitive bidding process other than disputes with the County over billing services.
17. Any procedures described in this scope of services represents a minimum effort required by the Agency and shall not limit the Agency's use of its proprietary accounts receivable and billing and collections systems, including modifications as required by major provider groups, or its usual and customary practices. The successful collection rate will be calculated on a monthly basis and reflect the percentage based upon what is billed versus what is actually collected before any other action is taken on the account, not including any reduction or write-off for uncollectible Medicare or Medicaid payments.

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The Agency will use its "best efforts" to ensure that the annual collection rate does not fall below an annual 65% minimum. If the annual collection rate falls below 65%, the County will require the Agency to provide justification or corrective action.

18. The following monthly reports shall be prepared by the Agency and submitted to the County:

Reports: (Reference Attachment 4)

- a) Transport Charges & Collections
 - EMS Billing Collection Report – By Financial Class
 - b) Billing & Collection Summary
 - EMS Billing Activity Summary Report
 - c) Ambulance Payment
 - EMS Billing Collection Report – By Financial Class
 - d) Ambulance New Patient Billing
 - Not included in Agency's new reports, AB2070 in old reports
 - e) Ambulance Unit Report
 - Not included in Agency's new reports, AB0060 in old reports
 - f) Collection by Financial Class
 - EMS Billing Collection Report – By Financial Class
 - g) Report of Accounts Receivable
 - EMS Billing Activity Summary Report
 - h) Ambulance Billing Adjustments – Write Offs – Reversals
 - i) Accounts Receivable for Collections
 - EMS Billing Management Summary Report (Accounts Closed)
 - j) Audit Report of Accounts Changed
 - EMS Billing Activity Summary Report (Adjustments)
 - k) Insurance Denial
 - New request, Not included in Agency's new reports
 - l) Revenue Per Transport Report
 - New request, Not included in Agency's new reports
 - m) Revenue Report
 - New request, Not included in Agency's new reports
19. The County requires on-line read-only and printable access to the Agency's patient billing database, which will include the ability to select by account number or by last name index. The database access will include the following information:



- Incident location and unit ID
 - Patient contact information
 - Date of Service
 - Transport mileage
 - Transport rate & mileage charge
 - Number of mailings
 - Patient message screen with dates and descriptions of mailings, communication with patient, insurance company, attorneys, etc.
 - Payment screen showing adjustments, payment type, payer name, check number, date received, amount of payment and balance due
 - Simple and easy access to the detailed Explanation of Benefits (835) from insurance companies, any and all correspondences.
20. In the case of any untimely claims refusal of payment from an insurance company for which the Agency is responsible, the full amount of the transport charge will be credited to the patient's account and deducted from the calculation of the County's monthly invoice.
21. In case of a catastrophic event a toll-free telephone number will be available for patient access within 24 hours. The Agency will provide the County with a copy of the Agency's Disaster Plan.
22. Agency will attend at least one meeting annually with the County at a mutually agreed upon specified location.
23. Agency will be responsible for tracking the Medicare and Medicaid renewal dates and application forms for the County.

Description of Consulting Services and Revenue Recognition Process

- Drafting application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ambulance Supplemental Payment Programs.
- Preparing a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Continuing Public Expenditure ("CPE") Program, Medicaid Managed Care supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Identifying eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Preparing the annual Medicaid cost report for EMS.
- Conducting analysis of the provider's financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under Ambulance Supplemental Payment Programs.
- Providing comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation on of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Certified Copy - Grant Maloy

Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 09/06/2022 15:27:00 -04:00

eCertified Id: 8FB2-FAI8-47EF

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- Performing relevant analysis to determine a viable Medicaid managed care supplemental payment methodology.
- Executing Medicaid managed care supplemental payment calculations in adherence with the approved methodology.
- Determining enhanced supplemental payments realized by provider, as necessary.
- Conducting comparative analysis to identify significant trends in billing and financial data.
- Providing charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Meeting with the Florida Agency for Health Care Administration (AHCA) and County's Representatives to further develop the supplemental payments program for both Medicaid managed care and uninsured patient transports.
- Respond to, and represent County on-any AHCA or CMS audit, review or communication regarding any PEMT cost report prepared by Agency and delivered to AHCA on behalf of the County

FEES

- All revenue realized by the County from the Certified Public Expenditure (CPE) Program for Emergency Medical Services and Medicaid Managed Care Supplemental Payment Program shall be paid in full directly to County. Revenue realized as result of the Certified Public Expenditures (CPE) for Emergency Medical Services (EMS) shall be determined by the Medicaid cost settlement determined through the Medicaid cost report.
- Revenues realized through the Medicaid Managed Care Supplemental Payment Program will be upon the approval of the specific methodology successfully implemented by Agency and County. Agency will not receive any compensation until the CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental revenues are received by the County.
- Agency will invoice and receive revenue upon the receipt of revenue received by County for either initiative, meaning revenue does not have to be generated for both the CPE for Emergency Medical Services and the Medicaid Managed Care Supplemental Payment program, rather revenue simply needs to be generated for either initiative to allow the Agency to generate invoices. Agency will invoice County based on the final CPE for Emergency Medical Services settlement or Medicaid Managed Care Supplemental payments within thirty (30) days of receipt of funds by the County.
- County will remit payment to Agency within thirty (30) days of invoice receipt. Additional revenues generated for the uninsured patient population, will also be invoiced within thirty (30) days of receipt of revenues by the County. The contingency fees to be paid associated with the respective successful implementation and generation of incremental Medicaid revenues as a result of the CPE for Emergency Medical Services and Medicaid Managed Care Supplemental Payment programs.

All responsive and responsible Vendors who submit a proposal must provide a demonstration of the client's side of the billing software, in person or via zoom prior to award.



EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE 59-6000856

**Board of County Commissioners
PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

**S
H
I
P**



ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
E
N
D
O
R**

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656

ORDER INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
100		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.	TOTAL AMOUNT	00.00
---	---------------------	--------------

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 09/06/2022 15:27:00 -04:00

eCertified Id: 8FB2-FAI8-47EF

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Terms and Conditions

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1. **Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.
2. **Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.
3. **Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.
4. **Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.
5. **Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.
6. **Time is of the Essence.** Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.
7. **Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.
8. **Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
9. **Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.
10. **Modifications.** PO may be modified or rescinded in writing by County.
11. **Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.
12. **Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.
13. **Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.
14. **Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.
15. **Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.
16. **Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.
17. **Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.
18. **Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.
19. **Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.
20. **Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**
21. **Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.
22. **Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.
23. **Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev 10/2021

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Certified Copy - Grant Maloy

Clerk of the Circuit Court and Comptroller

Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 09/06/2022 15:27:00 -04:00

eCertified Id: 8FB2-FAI8-47EF

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Exhibit C

Part 4
Price Proposal

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Name of Proposer: EMS Management & Consultants, Inc.
Mailing Address 2540 Empire Drive, Suite 100
City/State/Zip: Winston-Salem, NC 27103
Phone Number (336) 714-9085 FAX Number (336) 347-9706
E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish Insurance Certificates.

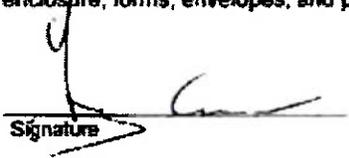
A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted) if a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

- 1. Percentage of Collections for Non-Medicaid Accounts 3.8 %
- 2. Flat Processing Fee for each Medicaid Account \$ 7.00

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

Greg Carnes, CEO
Print Name


Signature

EMS Management & Consultants, Inc.
Name of Proposer-Company

June 14, 2022
Date

RFP 604347 22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 09/06/2022 15:27:00 -04:00
eCertified Id: 8FB2-FA18-47EF
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Agreement Name: Term Contract for Seminole County Emergency Transport Billing & Collection Management Services
Agreement Number: RFP-604347-22/TKH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

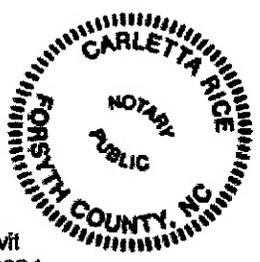
The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604347-22/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

[Signature]
 Consultant Name _____
 By: [Signature]
 Print/Type Name: CEO
 Title: Greg Gaines

STATE OF North Carolina
 COUNTY OF Forsyth

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this 30 day of August, 2022 by Greg Gaines (Full Name of Affiant).



Carletta Rice
 Print/Type Name Carletta Rice
 Notary Public in and for the County and State Aforementioned
 My commission expires: 02/09/2026

E-Verify Affidavit
 Revised 5/19/2021

**FIRST AMENDMENT TO TERM CONTRACT FOR SEMINOLE COUNTY
EMERGENCY TRANSPORT BILLING & COLLECTION MANAGEMENT SERVICES
(RFP-604347-22/TKH)**

THIS FIRST AMENDMENT is made and entered into this 27th day of February, 2023, and is to that certain Agreement made and entered into on the 31st day of August, 2022, between EMS MANAGEMENT & CONSULTANTS, INC., whose address is 2540 Empire Drive, Suite 100, Winston Salem, North Carolina 27103, in this Amendment referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on August 31, 2022, to provide emergency transport billing and collection management services for Seminole County; and



WHEREAS, the parties desire to amend the Agreement in order to revise the Contract Pricing and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit C of the Agreement is deleted and replaced by the new Contract Pricing attached to this First Amendment as Exhibit C.
2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.



IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

EMS MANAGEMENT & CONSULTANTS, INC.

Witness [Signature]
JAY BYVA

Print Name

Witness [Signature]
Chris S...

Print Name

By: [Signature]
GREG GARNES CEO

Date: 2/22/23

SEMINOLE COUNTY, FLORIDA

Witness [Signature]
Louis Straffi

Print Name

Witness [Signature]
G. Marrozos

Print Name

By: [Signature]
TAMMY ROBERTS,
Procurement Administrator

Date: 2/27/2023

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

[Signature]

County Attorney
GLK/tpk
2/9/23
T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604347 1am.docx

Within the authority delegated by the County Manager pursuant to Section 3.554, Seminole County Administrative Code.

Attachment:
Exhibit C - Contract Pricing

**Part - 4
Price Proposal**

RFP-604347-22/TKH Term Contract for Seminole County Emergency Transport Billing & Collection Management Services

Name of Proposer: EMS MANAGEMENT & CONSULTANTS, INC.

Mailing Address: 2540 EMPIRE DR., STE 100

City/State/Zip: WINSTON-SALEM NC 27103

Phone Number: (336) 714-0085 FAX Number: (336) 347-9705

E-Mail Address: Greg.Carnes@emsbilling.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the County and will furnish Insurance Certificates.

A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

Fee Schedule:

- 1. Percentage of Collections for Non-Medicaid Accounts 3.8 %
- 2. Flat Processing Fee for each Medicaid Account \$ 7.00.

Amendment #1

- 3. PEMENT FFS at a rate of 6 %
- 4. MCO Services at a rate of 3 %

Fees shall include all direct and indirect costs associated with the performance of the services listed within this solicitation including, but not limited to overhead, labor, transportation, stationary, privacy notice enclosure, forms, envelopes, and postage.

Exhibit "B-1"

PURCHASE ORDER NO. _____



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
 PURCHASING DEPARTMENT
 4320 GEORGE BLVD.
 SEBRING, FL 33875-5803
 (863) 402-6526 FAX: (863) 402-6735
 web site: www.hbcc.net

PAGE NO. _____

THIS PURCHASE ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES
 AND CORRESPONDENCE.

VENDOR SHIP
 OR TO

REQUESTOR:
 CONT/BID#:

INCLUDE INVOICE OR MAIL TO THE SHIP TO ADDRESS

ORDER DATE:	BUYER:	REQ. NO.:	REQ. DATE:
-------------	--------	-----------	------------

TERMS:	F.O.B.:	DESC.: HURRICANE IRMA
--------	---------	-----------------------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<div style="font-size: 48px; opacity: 0.2; transform: rotate(-30deg); position: absolute; top: 50%; left: 50%;"> SAMPLE </div>					

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$

1. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE.
2. MAKE ALL SHIPMENTS AS SHOWN ABOVE. HIGHLANDS COUNTY BOARD IS EXEMPT FROM STATE SALES AND USE TAX. CERTIFICATE NO. 95-891878621C-1 FEDERAL TAX EXEMPT NO. 59-6000655 FOR HC 2002.
3. VENDOR MUST HAVE F.O.B. IN POSSESSION BEFORE DELIVERY OF ANY MERCHANDISE.
4. SUBMIT MATERIAL SAFETY DATA SHEETS FOR SUBSTANCES FOUND ON THE CURRENT FLORIDA TOXIC SUBSTANCE LIST, IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 422.126.

RECEIVED BY: _____ DATE _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4,2025

PRESENTER: Rosa Morales, Budget Analyst II/NAV

SUBJECT/TITLE: Request approval of the Agreement with Enviro-Tech Systems, Inc. for the provision of ditch cleaning services for the County.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Agreement with Enviro-Tech Systems, Inc. for the provision of ditch cleaning services for the County.

FISCAL IMPACT

The Fiscal Impact will be to various Funds which have been properly budgeted in their respective cost centers.

Attachments: [Statement of Issue County Ditch Cleaning 8.C 999-2024.pdf](#)

Attachments: [25-001_Enviro-Tech_Systems_Agreement.pdf](#)

STATEMENT OF ISSUE

On October 31, 2024, solicitation ITB 24-001, was issued for County Ditch cleaning. Four (4) submissions were received. The award to the lowest responsive and responsible bidder was made to Enviro-Tech Systems, Inc.

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Enviro-Tech Systems, Inc., 2308 South Parrott Avenue, Okeechobee, Florida 34974, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for county-wide ditch cleaning services, pursuant to the COUNTY's Purchasing Policy and ITB-25-001-SDQ; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-25-001-SDQ; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years from the date of execution of this Agreement by the COUNTY and upon mutual agreement of the Parties, for one (1) additional three (3) year term.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, applicable licenses, insurance, and any and all other items or services and incidentals, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or

encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted Work.
- D. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the Work set forth in **Exhibit "A"**.
- E. CONTRACTOR's employees and subcontractors shall be prohibited from using or being under the influence of alcohol or illegal drugs while performing work under this Agreement. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided pursuant to this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. If, at any time during the Agreement term, the service performed, or Work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or Work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or Work immediately, the COUNTY shall have the right to order

the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.

- D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 6. COMPENSATION.

- A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any Work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR. Without limiting any other rights to which it may be entitled, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to correct any nonconforming workmanship.
- C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoicing shall be no more than once per month and must be submitted to the COUNTY within five (5) business days from monthly Work completion. A proper invoice must include the following items:
- i. The CONTRACTOR's name as it appears in this Agreement
 - ii. The date of the invoice preparation
 - iii. An identifying number to facilitate identification of the invoice
 - iv. Itemized amounts
 - v. Total amount due
 - vi. The Purchase Order number
 - vii. A description and location of Work performed, including the date(s) of service
 - viii. All applicable charges and discounts
 - ix. The **Exhibit "B"** line item number for each item being invoiced
- D. Invoices shall not request or charge sales tax.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any Work hereunder:
1. COMMERCIAL AUTOMOBILE LIABILITY (including owned, hired, and non-owned autos): One Million Dollars (\$1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.
 2. COMMERCIAL GENERAL LIABILITY (including bodily injury, broad form property damage, property damage resulting from explosion, collapse, or underground exposures, personal injury, and advertising injury): One Million Dollars (\$1,000,000.00) each occurrence;
 3. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
 4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars (\$1,000,000.00);
 5. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with

limits not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy must include Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000.00) each occurrence, \$1,000,000.00 each employee, and \$500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.

- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be

necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the COUNTY upon reasonable request.

- G. 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. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

SECTION 13. PUBLIC RECORDS.

- A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.
- B. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS CONTRACT, CONTACT THE
COUNTY'S CUSTODIAN OF PUBLIC RECORDS:**

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM**

- C. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.
 4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the

CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. **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 a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. **WAIVER.**

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY:	Highlands County 600 South Commerce Avenue Sebring, Florida 33870 ATTN: Laurie Hurner, County Administrator
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Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Enviro-Tech Systems, Inc.
Attn: Brian L. Roy, P.E., President
2308 South Parrott Avenue
Okeechobee, Florida 34974
RoyBL@enviro-tech.cc

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing Work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with, or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 34. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 35. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 36. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any Party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 38. ATTACHMENTS

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR'S response to the COUNTY'S solicitation ITB-25-001-SDQ. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitted such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ~~18th~~ day of February, 2025.

March 4, 2025

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: Brian L. Roy

Print: Brian L. Roy, P.E.

Title: President

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Brian L. Roy, P.E., as President of Enviro-Tech Systems, Inc., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind Enviro-Tech Systems, Inc., and who is personally known to me or who produced as identification, and who did/did not take an oath this 6th day of February, 2025.

(stamp)



RACHEL E ROCK
Commission # HH 584683
Expires August 19, 2026

Rachel E Rock
NOTARY PUBLIC, State of Florida

EXHIBIT "A" SCOPE OF WORK

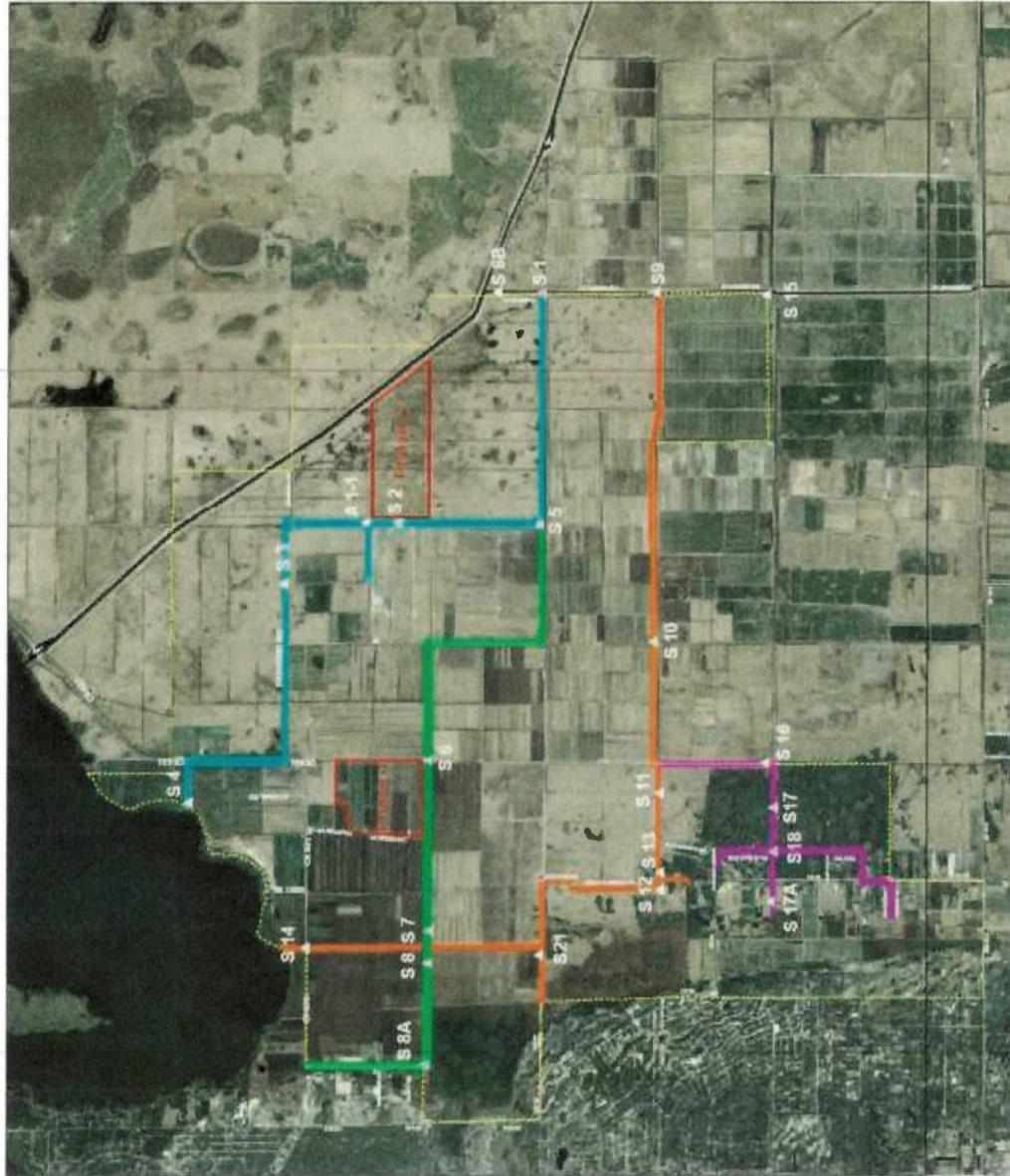
1. GENERAL

CONTRACTOR shall provide ditch cleaning services to the COUNTY on as "as needed basis" to the areas of the COUNTY further described herein. CONTRACTOR shall not proceed with any Work until it receives a COUNTY-issued Purchase Order and the approval of the COUNTY Project Manager. The COUNTY reserves the right to add locations as needed at the same Terms and Conditions and established rates, as reflected in Exhibit "B" attached hereto.

2. SCOPE OF WORK AND SPECIFICATIONS

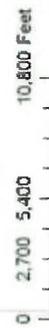
- 2.1 CONTRACTOR shall remove grass and aquatic weeds from the Canal System and Ditches within the Istokpoga Marsh Watershed District ("IMWD") (See Attachment "A" attached hereto) and remove and dispose sediment and debris build up, as needed. Site specific Work areas will be determined by the COUNTY's Project Manager and communicated to CONTRACTOR prior to the commencement of Work.
- 2.2 Disposal of aquatic weeds and sediment shall be done by spreading debris evenly along the top of the canal bank.
- 2.3 Equipment: IMWD is comprised of approximately twenty-nine (29) miles of ditches and structures. All dikes and roadways are suitable for machine travel. In order to lessen damage to the existing dikes, the following guidelines have been established as to the type of the equipment that may be used for the Work described herein. The approved equipment is:
 - 2.3.1 Track/Excavator with 50' Boom reach and 1 ¼ bucket capacity – minimum.
 - 2.3.2 Machine weight not to exceed 50,000 lbs.
 - 2.3.3 Tracks: Ground Pressure should be no more than (6-7 P.S.I) with 36" tracks.
 - 2.3.4 Machine travel speed – 2-3 miles per hour minimum
 - 2.3.5 Machine engine size, no less than 125 horsepower

Istokpoga Marsh Watershed Improvement District (IMWID)



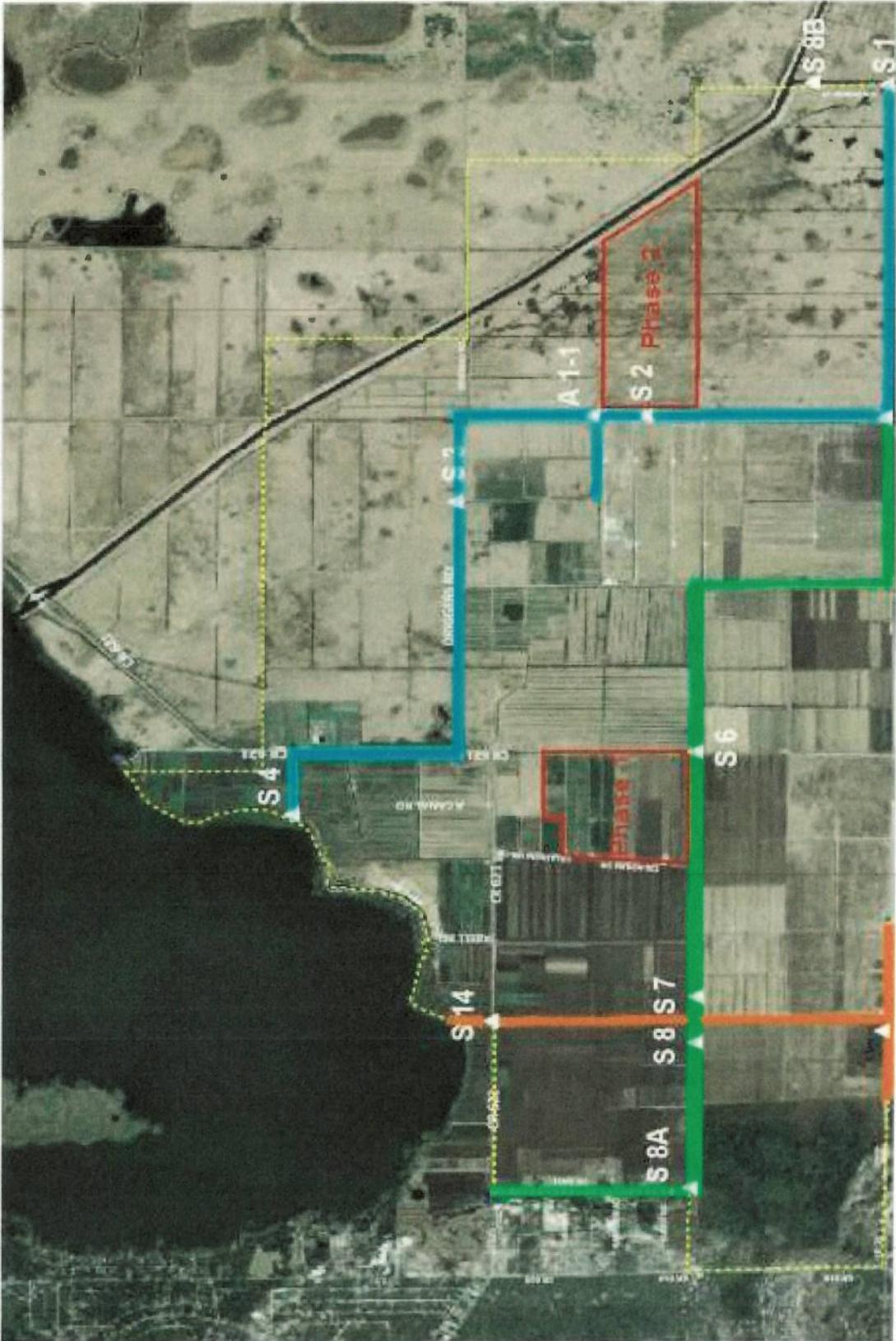
Legend

- ▲ Structures
- Channel_A
- Channel_B
- Channel_C
- Channel_D
- IMWID Outline (County Ordinance 80-2)
- Impoundments

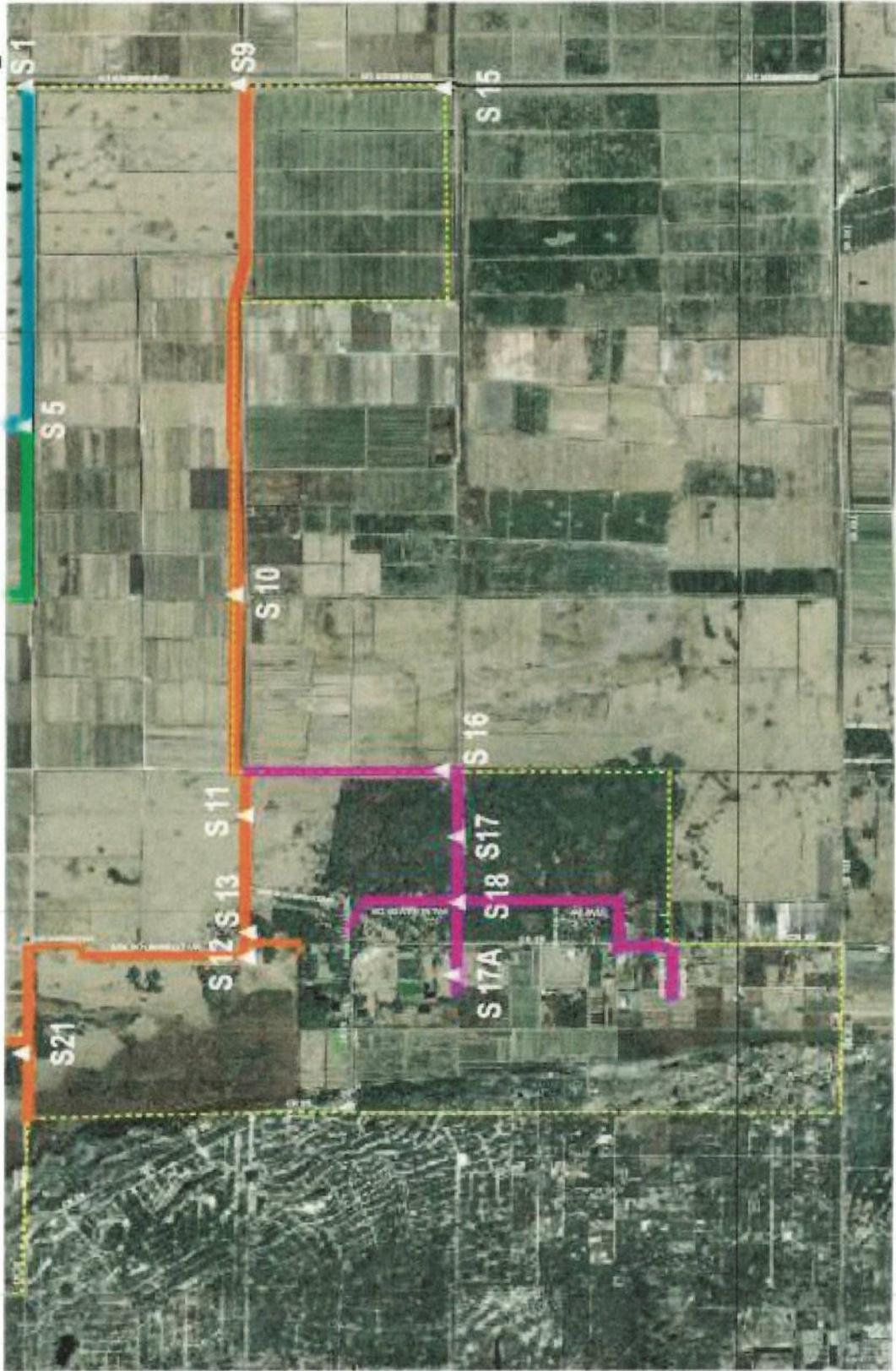


ATTACHMENT "A"

Top



Bottom



**EXHIBIT "B"
PRICING**

Pricing is all-inclusive, including but not limited to licensing, material, equipment, all mobilization charges, labor, travel, shipping, handling, or delivery, disposal, and/or associated fees and incidentals, as applicable, to complete the Work described herein

Item #	Location	Unit of Measure (UOM)	Quantity	Price Per Service (PPS)	Extended Amount (Qty x PPS)
1	Istokpoga Marsh Watershed Improvement District (IMWID)	Hours	Estimated 160	\$155.00	\$24,800.00
2	Misc Ditch Cleaning	Hours	1	\$155.00	\$155.00
Grand Total (add lines 1-8 written numerically) (for bidding purposes)					\$ 24,955
Grand Total (written in words)		Twenty-four thousand nine hundred fifty five dollars.			

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Corey Amundsen, Emergency Management Manager

SUBJECT/TITLE: Request approval of a Disaster Related Consultant contract with IEM International, Inc. as the Prime Contractor from RFP 23-011 for three (3) years with an option to extend the contract one (1) additional three (3) years.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the contract for Disaster Related Consultant with IEM International, Inc. as the Prime Contractor from RFP 23-011 for three (3) years with an option to extend the contract one (1) additional three (3) years.

FISCAL IMPACT

There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.

Attachments: [Statement of Issue.pdf](#)

Attachments: [IEM_-_FL_Higlands_County_-_Fully_Executed_and_Exhibits.pdf](#)

This request seeks approval for the execution of a contract with IEM International, Inc. as the Prime Contractor for the Disaster Related Consultant services, as identified in RFP 23-011. The proposed contract will be for a duration of three (3) years, with an option to extend for one (1) additional three (3) years, subject to performance evaluations and mutual agreement. This contract is essential to ensure the continuity and effectiveness of disaster response and recovery efforts, providing expert consultation and strategic support in the event of a disaster.

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and IEM International, Inc., 5420 Wade Park Blvd., Ste. 140., Raleigh, NC 27607-4188, hereinafter referred to as the "CONSULTANT" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Disaster Related Consultant services, pursuant to the COUNTY's Purchasing Policy and RFP-23-011-LKD; and,

WHEREAS, the CONSULTANT submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in RFP-23-011-LKD; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years from the date of execution of this Agreement by the COUNTY and upon mutual agreement of the Parties, for one (1) additional three (3) year term.

SECTION 3. SCOPE OF SERVICES.

The CONSULTANT shall provide disaster related consultant services by performing the Scope of Work described in **Exhibit "A"**, attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. The services shall be performed by the CONSULTANT under the direction of the Highlands County Emergency Management Manager, or his designee (hereinafter referred to as the "Contract Manager").

SECTION 4. OBLIGATIONS OF THE CONSULTANT.

Obligations of the CONSULTANT shall include, but not be limited to, the following:

- A. It is understood that the CONSULTANT shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, applicable licenses, insurance, and any and all other items or services and incidentals, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to



create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONSULTANT will ensure that all of its employees, agents, allowable sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONSULTANT will maintain an adequate and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONSULTANT may not subcontract, assign, or transfer any Work under this Agreement without the written approval of the COUNTY.
- D. The CONSULTANT shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the Work set forth in **Exhibit "A"**.
- E. CONSULTANT's employees and any allowable subcontractors shall be prohibited from using or being under the influence of alcohol or illegal drugs while performing work under this Agreement. CONSULTANT shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

SECTION 5. STANDARD OF CARE.

- A. The CONSULTANT has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided pursuant to this Agreement. By executing this Agreement, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill, and ability as any other similarly situated consultant possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONSULTANT shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.
- B. The CONSULTANT covenants and agrees that it and its employees, agents, allowable sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.
- C. If, at any time during the Agreement term, the service performed, or Work done by the CONSULTANT is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONSULTANT shall, on being notified by the COUNTY, immediately correct such deficient service or Work. In the event the CONSULTANT fails, after notice, to correct the

deficient service or Work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONSULTANT.

- D. CONSULTANT shall resolve all complaints against CONSULTANT within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONSULTANT may result in termination of this Agreement.

SECTION 6. COMPENSATION.

- A. Compensation for services completed by the CONSULTANT will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONSULTANT for any Work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONSULTANT, the COUNTY will hold any amounts due until such time as the CONSULTANT has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONSULTANT.
- C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. Invoicing shall be no more than once per month and must be submitted to the COUNTY within fifteen (15) business days from monthly Work completion. A proper invoice must include the following items:
- i. The CONSULTANT's name as it appears in this Agreement
 - ii. The date of the invoice preparation
 - iii. An identifying number to facilitate identification of the invoice
 - iv. Itemized amounts
 - v. Total amount due
 - vi. The Purchase Order number
 - vii. All applicable charges and discounts
 - viii. The **Exhibit "B"** line item number for each item being invoiced
- D. Invoices shall not request or charge sales tax.
- E. Funding Acknowledgment:



- a. Project(s) performed pursuant to this Agreement may contain funding from, but not limited to, State or Federal Funding and will be governed by OMB Uniform Guidance 2 C.F.R., Part 200 and further defined in the U.S. Treasury Final Rule, adopting the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act effective April 1, 2022 or as revised thereafter.
- b. Future funding sources with additional requirements may be implemented as established.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the 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. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

SECTION 9. INSURANCE.

- A. 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:
 1. COMMERCIAL AUTOMOBILE LIABILITY (including owned, hired, and non-owned autos): One Million Dollars (\$1,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage liability.
 2. COMMERCIAL GENERAL LIABILITY (including bodily injury, broad form property damage, property damage resulting from explosion, collapse, or underground exposures, personal injury, and advertising injury): Three Million Dollars (\$3,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Three Million Dollars (\$3,000,000.00);
 4. PRODUCTS AND COMPLETED OPERATIONS: One Million Dollars (\$1,000,000.00);
 5. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder in compliance with Florida law and Federal law with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy must include Employer's Liability coverage with limits not less than One Million Dollars (\$1,000,000.00) each occurrence, \$1,000,000.00 each employee, and \$500,000.00 policy limit for disease. Evidence of qualified self-insurance status will suffice for this subsection.
 6. PROFESSIONAL LIMITED LIABILITY INSURANCE: The CONSULTANT shall have and maintain professional liability insurance with a limit not less than Three Million Dollars (\$3,000,000.00) per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Agreement. 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 this Agreement.
- B. For every insurance policy required hereunder, the CONSULTANT shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONSULTANT,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONSULTANT shall name "Highlands County" as an additional insured, to the extent of the service to be provided under this Agreement, on all insurance



policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.
- E. The CONSULTANT shall ensure that any allowable sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONSULTANT shall maintain proof of same on file and made readily available upon request by the COUNTY.
- F. The CONSULTANT hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONSULTANT shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONSULTANT and shall deliver evidence of the same to the to the COUNTY upon reasonable request.
- G. 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. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or allowable subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONSULTANT's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONSULTANT in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

SECTION 13. PUBLIC RECORDS.

- A. The CONSULTANT understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.
- B. Pursuant to Florida Statutes, Section 119.0701:

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

**GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM**

- C. CONSULTANT agrees to comply with public records laws, specifically to:
 - 1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 - 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - 3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement Term and following completion of the Agreement if the CONSULTANT does not transfer the records to the COUNTY.

4. Upon completion of this Agreement, 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 this Agreement, 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 this Agreement, 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.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONSULTANT, its employees, allowable 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.

SECTION 15. APPLICABLE LICENSING.

The CONSULTANT, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONSULTANT, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The CONSULTANT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.



SECTION 17. INDEMNIFICATION.

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, allowable sub-contractors, representatives, volunteers or the like. The CONSULTANT 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 any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, allowable sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONSULTANT waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. 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.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONSULTANT upon the express written consent of the COUNTY.

SECTION 21. 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 a court of competent jurisdiction held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. **WAIVER.**

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. **NOTICE.**

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONSULTANT. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONSULTANT shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following addresses of record:

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870
ATTN: Laurie Hurner, County Administrator

Copy to: Highlands County
Office of the County Attorney
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONSULTANT: IEM International, Inc.
Attn: Contracts
5420 Wade Park Blvd
Ste 140
Raleigh, NC 27607-4188
contracts@iem.com

SECTION 24. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. **ADMINISTRATIVE DOCUMENTATION CONFLICT.**



In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONSULTANT shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONSULTANT warrants that the CONSULTANT 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 the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. 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.

SECTION 29. NONDISCRIMINATION.

The CONSULTANT represents that it has full knowledge of the requirements contained in Section 287.134, Florida Statutes, and any applicable federal laws or regulations relating to discrimination and that by executing this Agreement, assures to COUNTY that neither CONSULTANT, nor its agents, officers, employees, or allowable subcontractors is on the discriminatory vendor list and that it is otherwise in compliance with Section 287.134, Florida Statutes, and any applicable federal laws or regulations.

SECTION 30. 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.

SECTION 31. 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 CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the Term of this Agreement. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 32. BYRD ANTI-LOBBYING.

(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, CONSULTANT must complete and submit the Certification Regarding Lobbying Form within three business days of COUNTY's request.

SECTION 33. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 34. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all allowable sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws. During the performance of this Agreement, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The CONSULTANT 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, sexual orientation, gender identity 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. The CONSULTANT agrees 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. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer or is consistent with the CONSULTANT's legal duty to furnish information.
4. The CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The CONSULTANT 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.
6. The CONSULTANT 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT 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.

8. The CONSULTANT will include the provisions of paragraphs (1) through and including paragraph (7) of this section in every allowable 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 allowable subcontractor or vendor. The CONSULTANT will take such action with respect to any allowable subcontract or purchase order as necessary.

SECTION 35. 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.

All reports or documents resulting from this Agreement will remain the sole property of the COUNTY. All data, reports, specifications, ordinances, and other work products collected or developed by the CONSULTANT will become the property of the COUNTY without restrictions or limitations and shall be made available at any time upon request to the COUNTY.

The following access to records requirements also apply to this Agreement:

1. The CONSULTANT agrees to provide the COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other Work sites pertaining to the Work being completed under the contract.



4. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CONSULTANT acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION 36. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 37. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, 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 allowable 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 allowable 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>.

SECTION 38. 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.

SECTION 39. CLEAN AIR ACT.

1. The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The CONSULTANT agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The CONSULTANT agrees to include these requirements in each allowable subcontract exceeding \$150,000.00, financed in whole or in part with Federal assistance provided by FEMA.

SECTION 40. PROCUREMENT OF RECOVERED MATERIALS.

(2 CFR §200.322). CONSULTANT 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.

SECTION 41. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(2 CFR §200.321) Should the CONSULTANT and its allowable Sub-Contractors subcontract any of the work under this Agreement, CONSULTANT and its allowable Sub-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.

If subcontracts are let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION 42. ENERGY EFFICIENCY AND CONSERVATION.

CONSULTANT 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).

SECTION 43. CIVIL RIGHTS COMPLIANCE.

CONSULTANT agrees to ensure there is no discrimination on basis of race, color, national origin, disability, age, or sex. CONSULTANT assures compliance with Title VI of the Civil Rights Act of 1964.

SECTION 44. 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 or essential component of any system or as critical technology as part 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.

SECTION 45. 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).

SECTION 46. AFFIRMATIVE ACTION.

CONSULTANT 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 allowable 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.

SECTION 47. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONSULTANT certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONSULTANT; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONSULTANT understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 48. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONSULTANT certifies that it is not an entity that is engaged in “forced labor” and has not been placed on the “forced labor vendor list,” as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONSULTANT understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 49. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONSULTANT may only use the COUNTY’S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONSULTANT shall not use the COUNTY’S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONSULTANT is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

The CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

SECTION 50. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any Party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or “pdf” file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

SECTION 51. ATTACHMENTS

The CONSULTANT hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONSULTANT’S response to the COUNTY’S solicitation RFP-23-011-LKD. All such attachments are hereby ratified and if the CONSULTANT knowingly submitted such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

SECTION 52. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the COUNTY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.

SECTION 53. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ~~19th day of February~~, 2025.

March 4, 2025

HIGHLANDS COUNTY

Arlene Tuck, Chair

ATTEST:

Jerome Kaszubowski, Clerk

CONSULTANT

By: *Keith Reynolds*

Print: Keith Reynolds

Title: Director, Contract Operations

STATE OF Louisiana
COUNTY OF East Baton Rouge

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization of Keith Reynolds, as Director, Contract Operations of IEM International, Inc., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind IEM International, Inc., and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 19 day of February, 2025.

(stamp) *Bradley Layne Tiffee*

NOTARY PUBLIC, State of Louisiana



Exhibit "A"
SCOPE OF WORK

1. **General.** CONSULTANT shall assist the COUNTY with its recovery from declared federal disasters, including planning and grant administration services and the filing and processing of appeals with the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA). Such services will include working with FEMA and the State of Florida to process all of the COUNTY's grant claims as efficiently and expeditiously as possible. As requested, the CONSULTANT shall assist the COUNTY with any disaster planning or any other matters relating to emergency management and any other tasks or grant services, as specifically directed by the COUNTY.

2. **Scope of Work.** CONSULTANT shall:
 - a. Provide all the services necessary for the COUNTY to develop, process, and administer its projects relating to damage resulting from declared disasters, mitigation grants, and other grant administration services including planning services and plan implementation, and any other task as assigned by the COUNTY.

 - b. Assist with the administration of the DHS and FEMA grant programs and other grant programs for the COUNTY and ensure the COUNTY meets all financial, administrative, bookkeeping, and monitoring requirements established by the federal grants.

 - c. Collaborate with the COUNTY's administration and other applicable Federal, State, and local government persons/groups as necessary to complete the activities required to successfully process the COUNTY's damage claims through the DHS and FEMA grant programs, other grant programs, other emergency management services, and any other assigned task.

 - d. Assist to identify, draft, develop, and submit, all FEMA Public Assistance appeals as necessary and appropriate and as directed by the COUNTY. Provide all necessary assistance to the COUNTY to bring each appeal to a conclusion.

 - e. Maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the COUNTY to ensure proper accounting for all project funds. These records shall be made available to the COUNTY or any authorized representative and shall be retained for five (5) years after the expiration of this Agreement unless permission to destroy them is granted by the COUNTY.

 - f. Provide monthly invoices to the COUNTY.

 - g. Use standard accounting procedures in calculating costs and shall make its books relating to this Agreement available for inspection by representatives of the COUNTY at any time upon request.

 - h. The CONSULTANT will assist the COUNTY to perform work shown in **Attachment "A"**, attached hereto, to ensure compliance with FEMA.

- 3. Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with this Agreement for which reimbursement may be claimed by the CONSULTANT under the terms of this Agreement will be negotiated and charged upon approval by the COUNTY at the current County Policy rates as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>, or as revised therein. No amounts in excess of County Policy rate shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.
- 4. Assignments** will be issued via Task orders for Work relating to a project to allow for milestone completion dates for each Task.



Public Assistance Management Costs (Interim)

FEMA Recovery Policy FP 104-11-2

BACKGROUND

Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (Stafford Act) authorizes FEMA to provide contributions under this Act for management costs incurred in the administration of the Public Assistance (PA) Program. The Disaster Recovery Reform Act of 2018 (DRRA) amends Section 324 of the Stafford Act to define management costs to include “any indirect cost, any direct administrative cost, and any other administrative expense associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activation or measure.” Additionally, the DRRA establishes the following management cost rates: “A grantee [Recipient] under [Stafford Act] sections 403, 406, 407, and 502 may be reimbursed not more than 12 percent of the total award amount under such sections, of which not more than 7 percent may be used by the grantee and 5 percent by the subgrantee [Subrecipient] for such costs.”

As a result of the amendment to Section 324, Title 44 Code of Federal Regulations (CFR) Part 207 is no longer effective. This interim policy implements the DRRA amendments to Section 324 and thereby supersedes existing regulations and policies related to Management Costs and Direct Administrative Costs (DAC), including Part 207, Chapters 2.V.N and 3.V.B of the *Public Assistance Program and Policy Guide* (PAPPG) and the *Public Assistance Alternative Procedures for Direct Administrative Costs* (DAC Pilot), and applies to all major disasters and emergencies declared on or after August 1, 2017.

PURPOSE

The purpose of this interim policy is to define the framework and requirements to ensure appropriate and consistent implementation of Stafford Act Section 324 Management Costs, as amended by DRRA.

PRINCIPLES

Implement the authorities provided under Stafford Act Section 324 to provide management costs in a manner that simplifies the delivery of assistance and reduces the administrative burden on FEMA, Recipients, and Subrecipients related to tracking and requesting reimbursement.



DEFINITIONS

Management costs: Any of the following when associated with the PA portion of a major disaster or emergency:

- Indirect cost
- Direct administrative cost
- Other administrative expense associated with a specific project

Total award amount: Actual eligible PA project costs, including the non-Federal share, after insurance and any other reductions. Category B Donated Resource Project Worksheets (PW) are not included in the 7 or 5 percent calculations as they are not project awards.

REQUIREMENTS

A. APPLICABILITY

Outcome: Establish the applicability of this interim policy and the options for retroactive implementation.

1. For incidents declared on or after October 5, 2018, management costs will be processed only under the DRRRA authorities and this interim policy.
2. For incidents declared from August 1, 2017, through October 4, 2018, Recipients and Subrecipients that, as of the date of this interim policy, have opted:
 - a. To utilize the DAC Pilot (regardless of whether or not DAC has been obligated), may either continue utilizing the DAC Pilot or receive management cost contributions pursuant to this interim policy.
 - b. Not to utilize the DAC Pilot, but have DAC funding obligated, may either continue receiving DAC in accordance with the PAPPG or receive management cost contributions pursuant to this interim policy.
 - c. Not to utilize the DAC Pilot and have no DAC funding obligated, will receive management cost contributions pursuant to this interim policy.
3. For Recipients and Subrecipients that fall under A.2.a or A.2.b:
 - a. The selection made will apply to all of the respective Recipient's or Subrecipient's projects for the respective major disaster or emergency, regardless of a project's obligation status and regardless of whether the project is open or closed.
 - b. FEMA must receive written notification on which option is selected within 90 calendar days of the date of this interim policy.



FEMA

- c. Subrecipients that do not notify FEMA of the selected option within the 90-day deadline will continue receiving DAC according to the option that was being applied prior to issuance of this interim policy.
- d. Recipients that do not notify FEMA of the selected option within the 90-day deadline will continue receiving DAC according to the option that was being applied prior to issuance of this interim policy and will continue receiving Section 324 Management Costs based on the provisions in 44 CFR Part 207.

B. MANAGEMENT COST CONTRIBUTION

Outcome: Provide PA management cost contributions to both Recipients and Subrecipients up to a percentage of the total award amount.

1. All management costs will be obligated via Category Z PWs and funded at 100 percent Federal share. This includes management costs for all projects (e.g., small projects, large projects, and any projects completed under Stafford Act Section 428, *Public Assistance Program Alternative Procedures*).
2. For the Recipient:
 - a. FEMA provides contributions for management costs based on actual costs incurred up to 7 percent of the total award amount for the disaster or emergency, excluding Subrecipient management costs.
 - b. The 7 percent rate is inclusive of management costs expended by the Recipient for its own projects. The Recipient does not receive an additional 5 percent for management costs on its own projects.
 - c. If a State and Tribal Government both receive a presidential declaration for the same incident within the same State, or if a Tribal Government opts to be a Recipient under the State declaration, then both are Recipients. As such, both are eligible for the 7 percent.
 - d. If a Recipient requests management cost funding prior to Subrecipient project obligations, FEMA may make an initial Category Z obligation for 7 percent of the state minimum per capita indicator¹. Once project obligations exceed the minimum per capita indicator, FEMA may process additional versions to the Category Z PW for 7 percent of the total project amount obligated on a quarterly basis as needed. These obligations are subject to Strategic Funds Management.² FEMA may require a plan describing how the Recipient plans to use the funds.

¹ Under the Tribal Declarations Pilot Guidance, FEMA does not use a per capita indicator for Tribes. As such, FEMA will work with tribal Recipients to determine the appropriate amount for an initial obligation, when necessary.

² FEMA's *Strategic Funds Management – Implementation Procedures for the Public Assistance Program* provides detailed information on this process and is located at www.fema.gov/media-library/assets/documents/30301.



FEMA

- e. After FEMA has received the Recipient's certification of all projects for a declaration in accordance with 44 CFR § 206.205 and processed all final actual cost project claims, and upon receipt of the Recipient's final actual management cost claim, FEMA will process the final Category Z obligation or deobligation based on actual reasonable costs up to the maximum 7 percent.
3. For Subrecipients:
- a. FEMA provides contributions for management costs based on actual costs incurred up to 5 percent of the Subrecipient's total award amount.
 - b. Once a Subrecipient has project obligations, FEMA may provide a Category Z obligation for 5 percent of the total project amount obligated. FEMA may process additional versions to the Category Z PW for 5 percent of that Subrecipient's total project obligations on a quarterly basis as needed. These obligations are subject to Strategic Funds Management. FEMA may require a plan describing how the Subrecipient plans to use the funds.
 - c. After FEMA has received and processed all of a Subrecipient's final actual cost project claims and upon receipt of the Subrecipient's final actual management cost claim, FEMA will process the final Category Z obligation or deobligation based on actual reasonable costs up to the maximum 5 percent.

C. USE OF MANAGEMENT COST FUNDS

Outcome: To establish activities eligible for management cost contributions and the deadlines to use the contributions.

1. Activities eligible as management costs include those related to developing eligible PA projects and receiving reimbursement. These activities may include, but are not limited to:
 - a. Preliminary Damage Assessments
 - b. Meetings regarding the PA Program or overall PA damage claim
 - c. Organizing PA damage sites into logical groups
 - d. Preparing correspondence
 - e. Site inspections
 - f. Travel expenses
 - g. Developing the detailed site-specific damage description
 - h. Evaluating Section 406 hazard mitigation measures
 - i. Preparing Small and Large Projects
 - j. Reviewing PWs
 - k. Collecting copying, filing, or submitting documents to support a claim
 - l. Requesting disbursement of PA funds
 - m. Training



2. Activities related to ineligible projects are not eligible to be claimed under the management cost contribution.
3. Excess management cost funding may not be retained.
4. The Recipient may claim management costs incurred up to whichever of the following occurs first:
 - a. 180 days after work is completed on the last non-management cost PA project for the declaration; or
 - b. 180 days after the latest performance period of a non-management cost PA project for the declaration; or
 - c. Two years from the date of an Emergency Declaration; or
 - d. Eight years from the date of a Major Disaster Declaration.
5. The Subrecipient may claim management costs incurred up to whichever of the following occurs first:
 - a. 180 days after the Subrecipient completes its last non-management cost PA project; or
 - b. 180 days after the latest performance period of the Subrecipient's non-management cost PA project; or
 - c. Two years from the date of an Emergency Declaration; or
 - d. Eight years from the date of the Major Disaster Declaration.

D. DOCUMENTATION REQUIREMENTS

Outcome: To define documentation that Recipients and Subrecipients must submit to substantiate the eligibility of management cost claims.

1. Actual cost documentation must include information necessary to demonstrate eligibility of costs and activities claimed as management costs, including but not limited to payroll data, procurement procedures, contracts, invoices, and an explanation of the activities performed.
2. Documentation must also include information to demonstrate that costs are reasonable. FEMA's established procedures for evaluating reasonable costs are described in FEMA's *Public Assistance Reasonable Cost Evaluation Job Aid*.³ FEMA will be providing additional

³ FEMA's *Public Assistance Reasonable Cost Evaluation Job Aid* is located at www.fema.gov/media-library/assets/documents/90743.



FEMA

policy on documenting and evaluating reasonableness as it specifically relates to management costs.

3. FEMA makes the final decision regarding all eligibility determinations under the PA Program including whether costs are reasonable.

A handwritten signature in blue ink, appearing to read "K. Turi", is written over a yellow highlight on a white background.

Keith Turi
Assistant Administrator
Recovery Directorate

11/14/2018
Date



ADDITIONAL INFORMATION

REVIEW CYCLE

This is an interim policy. It may be followed by additional implementation guidance. FEMA will evaluate this interim policy as it is implemented and will update management costs in the next version of the PAPPG.

AUTHORITIES

Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5165b, as amended.

QUESTIONS

Direct questions to FEMA-PA-executive-office @fema.dhs.gov.

Exhibit "B"
PRICING

Position	Hourly Rate
Project Manager	\$ 135.00
Grant Administration Professional	\$ 110.00
Administrative Specialist	\$ 75.00

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Brett Hogan, Deputy Fire Chief

SUBJECT/TITLE: Request approval of the donation of 5 Self Contained Breathing Apparatus to South Florida State College.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the donation of 5 Self Contained Breathing Apparatus to South Florida State College.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Statement of Issue.pdf](#)
Attachments: [Disposition Form.pdf](#)
Attachments: [SFSC SCBA Donation Letter.pdf](#)

Highlands County Fire Rescue currently has 5 Scott Self Contained Breathing Apparatus (SCBA's) that are 23 years old and are not compatible with our current SCBA's. We are asking for permission to donate these to the South Florida State College Fire Science program as the college is using the Scott platform and would be able to be use them for training.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS ACQUISITION / DISPOSITION REPORT

Property Record #r	VFD00583	Dept/Cost Center	Fire Rescue / 3217
ITEM DESCRIPTION - MAKE - MODEL - YEAR		LOCATION:	
2002 AP50 SCBA		Fire HQ	
MANUFACTURER:	Scott	MANUFACTURER SERIAL #:	29210412
ADDITIONAL INFORMATION ABOUT THE ITEM			

ACQUISITION

NEW USED

PO #: 141305 **VENDOR#** 19909

VENDOR NAME: Dalmation Fire Equipment

VOUCHER #: **CHECK #:** 287641

DATE ACQUIRED: 07/10/2014

PURCHASE PRICE: \$ 1575.35 (+)

XFREIGHT CHARGES: \$ (+)

INSTALLATION CHARGES: \$ (+)

LESS DISCOUNTS: \$ (-)

TOTAL PAYMENT: \$

PLUS TRADE IN ALLOWANCE: \$ (+)

NET ACQUISITION COST: \$

IF DONATED - IT IS FROM:

VALUE OF DONATION** \$

DISPOSITION

TO: South Florida State College

TRANSFERRED SOLD

TRADED JUNKED

PILFERAGED DONATED**

REASON FOR DISPOSAL:

DISPOSITION AMOUNT: \$ 350.00

AMOUNT REALIZED (SOLD) \$

AUTHORITY:

DATE OF ACTION:

DATE POSTED TO UNIX:

COMMENTS:

**** SURPLUS PROPERTY ACQUISITIONS AND DONATIONS ARE TO BE RECORDED AT FAIR MARKET VALUE OR A REASONABLE AND EQUITABLE ESTIMATE OF SUCH VALUE ON THE DATE OF ACQUISITION**

TYPED/PRINTED NAME & TITLE:	TYPED/PRINTED NAME & TITLE:
	Brett Hogan, Deputy Chief
SIGNATURE:	SIGNATURE
DATE	DATE 3/4/2025

COPY TO: ACCOUNTING / PURCHASING / DEPARTMENT

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS ACQUISITION / DISPOSITION REPORT

Property Record #r	VFD00584	Dept/Cost Center	Fire Rescue / 3217
ITEM DESCRIPTION - MAKE - MODEL - YEAR		LOCATION:	
2002 AP50 SCBA		Fire HQ	
MANUFACTURER:	Scott	MANUFACTURER SERIAL #:	9900039
ADDITIONAL INFORMATION ABOUT THE ITEM			

ACQUISITION

NEW USED

PO #: 141305 **VENDOR#** 19909

VENDOR NAME: Dalmation Fire Equipment

VOUCHER #: **CHECK #:** 287641

DATE ACQUIRED: 07/10/2014

PURCHASE PRICE: \$ 1575.35 (+)

XFREIGHT CHARGES: \$ (+)

INSTALLATION CHARGES: \$ (+)

LESS DISCOUNTS: \$ (-)

TOTAL PAYMENT: \$

PLUS TRADE IN ALLOWANCE: \$ (+)

NET ACQUISITION COST: \$

IF DONATED - IT IS FROM:

VALUE OF DONATION** \$

DISPOSITION

TO: South Florida State College

TRANSFERRED SOLD

TRADED JUNKED

PILFERAGED DONATED**

REASON FOR DISPOSAL:

DISPOSITION AMOUNT: \$ 350.00

AMOUNT REALIZED (SOLD): \$

AUTHORITY:

DATE OF ACTION:

DATE POSTED TO UNIX:

COMMENTS:

**** SURPLUS PROPERTY ACQUISITIONS AND DONATIONS ARE TO BE RECORDED AT FAIR MARKET VALUE OR A REASONABLE AND EQUITABLE ESTIMATE OF SUCH VALUE ON THE DATE OF ACQUISITION**

TYPED/PRINTED NAME & TITLE:	TYPED/PRINTED NAME & TITLE:
	Brett Hogan, Deputy Chief
SIGNATURE:	SIGNATURE
DATE	DATE 3/4/2025

COPY TO: ACCOUNTING / PURCHASING / DEPARTMENT

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS ACQUISITION / DISPOSITION REPORT

Property Record #r	VFD00585	Dept/Cost Center	Fire Rescue / 3217
ITEM DESCRIPTION - MAKE - MODEL - YEAR		LOCATION:	
2002 AP50 SCBA		Fire HQ	
MANUFACTURER:	Scott	MANUFACTURER SERIAL #:	300313
ADDITIONAL INFORMATION ABOUT THE ITEM			

ACQUISITION

NEW USED

PO #: 141305 **VENDOR#** 19909

VENDOR NAME: Dalmation Fire Equipment

VOUCHER #: **CHECK #:** 287641

DATE ACQUIRED: 07/10/2014

PURCHASE PRICE: \$ 1575.35 (+)

XFREIGHT CHARGES: \$ (+)

INSTALLATION CHARGES: \$ (+)

LESS DISCOUNTS: \$ (-)

TOTAL PAYMENT: \$

PLUS TRADE IN ALLOWANCE: \$ (+)

NET ACQUISITION COST: \$

IF DONATED - IT IS FROM:

VALUE OF DONATION** \$

DISPOSITION

TO: South Florida State College

TRANSFERRED SOLD

TRADED JUNKED

PILFERAGED DONATED**

REASON FOR DISPOSAL:

DISPOSITION AMOUNT: \$ 350.00

AMOUNT REALIZED (SOLD): \$

AUTHORITY:

DATE OF ACTION:

DATE POSTED TO UNIX:

COMMENTS:

**** SURPLUS PROPERTY ACQUISITIONS AND DONATIONS ARE TO BE RECORDED AT FAIR MARKET VALUE OR A REASONABLE AND EQUITABLE ESTIMATE OF SUCH VALUE ON THE DATE OF ACQUISITION**

TYPED/PRINTED NAME & TITLE:	TYPED/PRINTED NAME & TITLE:
	Brett Hogan, Deputy Chief
SIGNATURE:	SIGNATURE
DATE	DATE 3/4/2025

COPY TO: ACCOUNTING / PURCHASING / DEPARTMENT

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS ACQUISITION / DISPOSITION REPORT

Property Record #r	VFD00586	Dept/Cost Center	Fire Rescue / 3217
ITEM DESCRIPTION - MAKE - MODEL - YEAR		LOCATION:	
2002 AP50 SCBA		Fire HQ	
MANUFACTURER:	Scott	MANUFACTURER SERIAL #:	NL020402545SM2
ADDITIONAL INFORMATION ABOUT THE ITEM			

ACQUISITION

NEW USED

PO #: 141305 **VENDOR#** 19909

VENDOR NAME: Dalmation Fire Equipment

VOUCHER #: **CHECK #:** 287641

DATE ACQUIRED: 07/10/2014

PURCHASE PRICE: \$ 1575.35 (+)

XFREIGHT CHARGES: \$ (+)

INSTALLATION CHARGES: \$ (+)

LESS DISCOUNTS: \$ (-)

TOTAL PAYMENT: \$

PLUS TRADE IN ALLOWANCE: \$ (+)

NET ACQUISITION COST: \$

IF DONATED - IT IS FROM:

VALUE OF DONATION** \$

DISPOSITION

TO: South Florida State College

TRANSFERRED SOLD

TRADED JUNKED

PILFERAGED DONATED**

REASON FOR DISPOSAL:

DISPOSITION AMOUNT: \$ 350.00

AMOUNT REALIZED (SOLD) \$

AUTHORITY:

DATE OF ACTION:

DATE POSTED TO UNIX:

COMMENTS:

**** SURPLUS PROPERTY ACQUISITIONS AND DONATIONS ARE TO BE RECORDED AT FAIR MARKET VALUE OR A REASONABLE AND EQUITABLE ESTIMATE OF SUCH VALUE ON THE DATE OF ACQUISITION**

TYPED/PRINTED NAME & TITLE:	TYPED/PRINTED NAME & TITLE:
	Brett Hogan, Deputy Chief
SIGNATURE:	SIGNATURE
DATE	DATE 3/4/2025

COPY TO: ACCOUNTING / PURCHASING / DEPARTMENT

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS ACQUISITION / DISPOSITION REPORT

Property Record #r	VFD00587	Dept/Cost Center	Fire Rescue / 3217
ITEM DESCRIPTION - MAKE - MODEL - YEAR		LOCATION:	
2002 AP50 SCBA		Fire HQ	
MANUFACTURER:	Scott	MANUFACTURER SERIAL #:	NK022106145SM1
ADDITIONAL INFORMATION ABOUT THE ITEM			

ACQUISITION

NEW USED

PO #: 141305 **VENDOR#** 19909

VENDOR NAME: Dalmation Fire Equipment

VOUCHER #: **CHECK #:** 287641

DATE ACQUIRED: 07/10/2014

PURCHASE PRICE: \$ 1575.35 (+)

XFREIGHT CHARGES: \$ (+)

INSTALLATION CHARGES: \$ (+)

LESS DISCOUNTS: \$ (-)

TOTAL PAYMENT: \$

PLUS TRADE IN ALLOWANCE: \$ (+)

NET ACQUISITION COST: \$

IF DONATED - IT IS FROM:

VALUE OF DONATION** \$

DISPOSITION

TO: South Florida State College

TRANSFERRED SOLD

TRADED JUNKED

PILFERAGED DONATED**

REASON FOR DISPOSAL:

DISPOSITION AMOUNT: \$ 350.00

AMOUNT REALIZED (SOLD): \$

AUTHORITY:

DATE OF ACTION:

DATE POSTED TO UNIX:

COMMENTS:

**** SURPLUS PROPERTY ACQUISITIONS AND DONATIONS ARE TO BE RECORDED AT FAIR MARKET VALUE OR A REASONABLE AND EQUITABLE ESTIMATE OF SUCH VALUE ON THE DATE OF ACQUISITION**

TYPED/PRINTED NAME & TITLE:	TYPED/PRINTED NAME & TITLE:
	Brett Hogan, Deputy Chief
SIGNATURE:	SIGNATURE
DATE	DATE 3/4/2025

COPY TO: ACCOUNTING / PURCHASING / DEPARTMENT



**HIGHLANDS COUNTY
PUBLIC SAFETY
FIRE RESCUE**

4506 Kenilworth Blvd., Sebring, Florida 33870
Office (863) 402-7600 Fax (863) 402-7404 www.highlandsfl.gov

February 20, 2025

Commisioners,

Highlands County Fire Rescue currently has 5 Scott Self Contained Breathing Apparatus (SCBA's) that are 23 years old and are not compatible with our current SCBA's. We are asking for permission to donate these to the South Florida State College Fire Science program as the college is using the Scott platform and would be able to be use them for training.

The following SCBA's would be donated:

VFD00583 – 2002 Scott AP50 SCBA w/bottle
VFD00584 – 2002 Scott AP50 SCBA w/bottle
VFD00585 – 2002 Scott AP50 SCBA w/bottle
VFD00586 – 2002 Scott AP50 SCBA w/bottle
VFD00587 – 2002 Scott AP50 SCBA w/bottle

In the used condition, these packs have an estimated pack value of \$350.00 and estimated bottle value of \$500.00 for a total donation amount \$4250.00.

Brett Hogan
Deputy Chief
Highlands County Fire Rescue



HIGHLANDS COUNTY
600 S. Commerce Ave., Sebring, Florida 33870

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Yarima Cuencas, Economic Development Manager

SUBJECT/TITLE: Request approval of a contract renewal between Highlands County and Maris, West & Baker.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve a contract renewal between Highlands County and Maris, West & Baker.

FISCAL IMPACT

The fiscal impact is a decrease to the General Fund (005), Cost Center 2810 in the amount of \$65,000.

Attachments: [Statement of Issue.pdf](#)

Attachments: [MWB Contract Renewal.pdf](#)

Statement of Issue

Item Title: Request approval of a contract renewal between Highlands County and Maris, West & Baker.

Highlands County Economic Development went into contract with Maris, West, and Baker after a competitive RFP contract. The contract was valid for three years with an option to extend an additional three years. The Office of Economic Development is satisfied with the service from Maris, West and Baker and would like to extend the contract for the additional three years; this amendment addresses that contract extension.

AMENDMENT 1

THIS AMENDMENT 1 is made by and between Highlands County, 600 S. Commerce Avenue, Sebring, Florida 33870 (“COUNTY”) and Maris, West & Baker, Inc., 18 Northtown Drive, Jackson, Mississippi 39211 (“CONTRACTOR”).

WHEREAS, CONTRACTOR entered into a Economic Development Marketing Services Agreement with the COUNTY on December 7, 2021, (“Agreement”); and

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

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

1. Section 2, Term, is hereby amended to extend the term retroactively back to December 7, 2024, for a period of three (3) years to expire on December 7, 2027.
2. Section 3, Scope of Services, Exhibit “A,” is hereby deleted in its entirety and replaced with **Exhibit “A-1,”** attached hereto.
3. Section 7, Compensation, Exhibit “B,” is hereby deleted in its entirety and replaced with **Exhibit “B-1,”** attached hereto.
4. The Agreement is hereby amended to add the following additional provisions:

FOREIGN COUNTRY OF CONCERN.

- A. *Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.*
- B. *The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.*

FORCED LABOR OR HUMAN TRAFFICKING.

- A. *Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in “forced labor” and has not been placed on the*

“forced labor vendor list,” as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2025.

HIGHLANDS COUNTY

Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk

MARIS, WEST & BAKER, INC.

Tim Mask

Tim Mask, President/CEO

STATE OF Mississippi
COUNTY OF Hinds

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Tim Mask, as President/CEO, of Maris, West & Baker, Inc., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced (personally known) as identification, and who did/did not take an oath this 23rd day of February, 2025.



Erica Robinson Sittler

NOTARY PUBLIC

**Exhibit “A-1”
Scope of Services**

Marketing Deliverables	Quantity
Digital Marketing Campaign (February – August)	7
LinkedIn Campaigns (February – August)	7
OTT/CTV - Hometown for Business (April/May)	2
Videography Highlands Business Series (local videographer) Editing by MWB	12
Collateral assets flyer updates/social media graphics/copy for web	10
YouTube or other web based media assistance (as needed)	n/a

To the extent of any conflict between this Exhibit “A-1” and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail.

**Exhibit “B-1”
Compensation**

Fiscal Year	Amount
2024-2025	Not to exceed \$65,000 including both budgeted and grant funding
2025-2026	Not to exceed \$65,000 including both budgeted and grant funding
2026-2027	Not to exceed \$65,000 including both budgeted and grant funding
TOTAL (not to exceed amount for 3 year term)	\$195,000

Funding in each FY is subject to fund availability. Invoices shall be submitted by CONTRACTOR monthly with sufficient detail for the COUNTY to determine the services being provided consistent with the Scope of Services. To the extent of any conflict between this Exhibit “B-1” and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Jonathan Harrison, Road and Bridge Director

SUBJECT/TITLE: Request approval of amendment 1 to the 20-024 Parlier & Crews Architects and Design Studio contract for the Road and Bridge Main Building Expansion.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve amendment 1 to the 20-024 Parlier & Crews Architects and Design Studio contract for the Road and Bridge Main Building Expansion.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Road and Bridge Statement fo Issue.pdf](#)

Attachments: [20-024 Parlier-Crews CSA 1-1 Legal Approved.pdf](#)

Road and Bridge

1015-2024

March 4, 2025

Statement of Issue:

This CSA 1-1 is requesting additional time only for the Parlier+Crews Architects and Design Studio to complete the consulting for the new R&B Main Building Expansion project. Due to unforeseen delays in funding and approvals, we require an extension to ensure that the consulting process meets our quality standards and project requirements. We believe that this additional time will allow us to align our efforts effectively and address any outstanding issues that may impact the project's success.

**HIGHLANDS COUNTY, FLORIDA
AMENDED AUTHORIZATION FORM**

Select One of the following

<input type="checkbox"/> TOA: TASK ORDER ASSIGNMENT (UNDER \$50,000)	#
<input checked="" type="checkbox"/> CSA: CONSULTANT SERVICE AUTHORIZATION (OVER \$50,000)	#1.1 (Amendment)
Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and Parlier+Crews Architects and Design Studio P.A. (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 Master Contract.	Project Amount: \$0
	Budget Account Number: 4102A/56200Z/Project #22030
	RFP# 20-024 Category 1 Architecture
	Master Contract Date: 03/02/2021

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:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Exhibit A – Scope of Work | <input type="checkbox"/> Exhibit C – Sub-Consultants N/A |
| <input type="checkbox"/> Exhibit B – Compensation N/A | <input type="checkbox"/> Exhibit D – Plans/Drawings/Survey N/A |

DEPARTMENT APPROVAL

Recommended by Print Name: Jonathan Harrison, Road & Bridge Director	Reviewed by Print Name: J. D. Langford, P.E. Asst. County Administrator
X <i>Jonathan Harrison</i> 20/02/25	X <i>J. D. Langford</i> 20/02/25
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent Print Name: Scott C. Crews, AIA	Consultant Project Manager: Print Name: Scott C. Crews, AIA
X <i>Scott Crews</i> 20/02/25 <small>Scott Crews (Feb 20, 2025 15:38 EST)</small>	Consultant Project Manager Email & Telephone#: Parlier + Crews Architects
3. Consultant Signature Date	

PURCHASING REVIEW

LEGAL REVIEW

Purchasing Manager or Designee Print Name: Stacy D. Quillen, Purchasing Manager	County Attorney or Designee Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, designee)
X <i>Stacy Quillen</i> 20/02/25	X <i>Chantel Strahan</i> 20/02/25 <small>Chantel Strahan (Feb 20, 2025 16:05 EST)</small>
4. Purchasing Manager or Designee Signature Date	5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under \$50,000) Print Name: Laurie A. Hurner, County Administrator	Board Chair (over \$50,000) Print Name: Arlene Tuck, Chair
X	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

This Scope of Work is intended to Amend the Scope of Work approved on April 18, 2023, through CSA #1.

Project: Road & Bridge Main Building Expansion

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form and a Purchase Order, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within ~~four hundred twenty-five (425)~~ one-thousand one-hundred fifty-five (1,155) calendar days from the effective date of the Purchase Order issued in accordance with Project.

- **Documentation/Schematic Design** **45 Calendar Days**
- **Design Development** **75 Calendar Days**
- **Construction Documents** **90 Calendar Days**
- **Bidding and Permitting** **60 Calendar Days**
- **Substantial Construction Completion** **~~240~~825 Calendar Days**
- **Final Punch List Completion/Close-out** **~~30~~60 Calendar Days**

20-024 Parlier+Crews CSA 1-1 Legal Approved

Final Audit Report

2025-02-20

Created:	2025-02-20
By:	Angie McCall (amccall@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXQZ_6XPJe_em9BHAF57yILclutbYEIf

"20-024 Parlier+Crews CSA 1-1 Legal Approved" History

-  Document created by Angie McCall (amccall@highlandsfl.gov)
2025-02-20 - 5:28:55 PM GMT
-  Document emailed to Jonathan Harrison (jharrison@highlandsfl.gov) for signature
2025-02-20 - 5:29:00 PM GMT
-  Email viewed by Jonathan Harrison (jharrison@highlandsfl.gov)
2025-02-20 - 6:36:21 PM GMT
-  Document e-signed by Jonathan Harrison (jharrison@highlandsfl.gov)
Signature Date: 2025-02-20 - 6:36:47 PM GMT - Time Source: server
-  Document emailed to James Langford (jdlangford@highlandsfl.gov) for signature
2025-02-20 - 6:36:48 PM GMT
-  Email viewed by James Langford (jdlangford@highlandsfl.gov)
2025-02-20 - 6:45:24 PM GMT
-  Document e-signed by James Langford (jdlangford@highlandsfl.gov)
Signature Date: 2025-02-20 - 6:45:41 PM GMT - Time Source: server
-  Agreement completed.
2025-02-20 - 6:45:41 PM GMT

Untitled 1

Final Audit Report

2025-02-20

Created:	2025-02-20
By:	Angie McCall (amccall@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6aqjBDokufJrCsITKkz0o7rc7gWLVW1u

"Untitled 1" History

-  Document created by Angie McCall (amccall@highlandsfl.gov)
2025-02-20 - 7:36:07 PM GMT
-  Document emailed to Scott Crews (scottcrews8@gmail.com) for signature
2025-02-20 - 7:36:12 PM GMT
-  Email viewed by Scott Crews (scottcrews8@gmail.com)
2025-02-20 - 8:26:36 PM GMT
-  Document e-signed by Scott Crews (scottcrews8@gmail.com)
Signature Date: 2025-02-20 - 8:38:55 PM GMT - Time Source: server
-  Document emailed to Stacy Quillen (squillen@highlandsfl.gov) for signature
2025-02-20 - 8:38:56 PM GMT
-  Email viewed by Stacy Quillen (squillen@highlandsfl.gov)
2025-02-20 - 8:54:53 PM GMT
-  Document e-signed by Stacy Quillen (squillen@highlandsfl.gov)
Signature Date: 2025-02-20 - 8:55:21 PM GMT - Time Source: server
-  Document emailed to Chantel Strahan (cstrahan@highlandsfl.gov) for signature
2025-02-20 - 8:55:23 PM GMT
-  Email viewed by Chantel Strahan (cstrahan@highlandsfl.gov)
2025-02-20 - 9:03:24 PM GMT
-  Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)
Signature Date: 2025-02-20 - 9:05:36 PM GMT - Time Source: server
-  Agreement completed.
2025-02-20 - 9:05:36 PM GMT

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Mar 4, 2025

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Request approval to accept into the record the County Administrator's Annual Report for Fiscal Year 2023-2024.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to accept into the record the County Administrator's Annual Report for Fiscal Year 2023-2024.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Statement of Issue 1020-2024.pdf](#)

Attachments: [2024 annual report_finalADA.pdf](#)

This request seeks approval for the acceptance into the record the County Administrator's annual report for Fiscal Year 2023/2024. The County Administrator provides this report on an annual basis to the Board of County Commissioners.



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS ANNUAL REPORT



2023 2024 2025



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HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

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HIGHLANDS COUNTY

MEET THE COMMISSIONERS



KEVIN ROBERTS
DISTRICT 1



DON ELWELL
DISTRICT 2



SCOTT KIROUAC
DISTRICT 3



ARLENE TUCK
DISTRICT 4



CHRIS CAMPBELL
DISTRICT 5

Regular Board meetings are advertised, open to the public, and streamed live.

Accessed from:

- 600 S. Commerce Ave.,
Sebring
- www.highlandsfl.gov

Highlands County is governed by five elected commissioners, each representing one of five geographic county districts. All commissioners are elected at large.

HIGHLANDS COUNTY

MESSAGE FROM THE ADMINISTRATOR



Dear Commissioners,

This year has been one for the record books. I continue to be both honored and humbled to serve as your Highlands County administrator. This snapshot of the past year provides you a bird's eye view of the accomplishments made by the entire organization, focusing on your goals for the county. For the third year in a row, millage has been reduced and County departments continued to find innovative ways to fund their programming through grants and other alternative revenue sources.

For the first time, staff went through the formal Florida Legislature Appropriations process and were successful with one of our four requests. Approximately \$500,000 will be provided to begin the extensive task of evaluating the Highlands County Courthouse campus and creating a master plan for the restoration of the original courthouse built in 1926 and renovation of the additional spaces added later. I continue to be amazed by our staff. We are 400 strong and some of the most resilient people you will ever meet. Our directors are doing an amazing job of placing the proper people in the proper places and we are thriving. Our philosophy is that we will strive hard to do three things:

1. Treat our leadership team well, continuing their leadership training and supporting their team building efforts so that
2. Our employees feel valued and supported to provide the best service we can while
3. Being good stewards of the taxpayer's money.

At the end of the day, we live here too, and we want to provide service to our county that is second to none. Enjoy this annual report and we look forward to seeing each of you out and about.

Sincerely,

Laurie Hurner

Highlands County statistics

ESTABLISHED: 1921

COUNTY SEAT: Sebring

AREA: 1,106 square miles

POPULATION: 107,614

MEDIAN HOUSEHOLD INCOME: \$53,679

MEDIAN AGE: 54.1

Sources: U.S. Census, Data USA

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

ORGANIZATION CHART



**Highlands County
citizens**

 **COMMISSIONER D1**
Kevin Roberts
  **COMMISSIONER D2**
Don Elwell
  **COMMISSIONER D3**
Scott Kirouac
  **COMMISSIONER D4**
Arlene Tuck
  **COMMISSIONER D5**
Chris Campbell

 **COUNTY ATTORNEY**
Sherry Sutphen
Assistant County Attorney
Public Records Management

 **COUNTY ADMINISTRATOR**
Laurie Hurner

 **ASST. COUNTY ADMINISTRATOR**
J.D. Langford

Capital Projects
 IT Manager
 Legislative Affairs / Grants
 Solid Waste

 **PUBLIC INFORMATION OFFICER**
Karen Clogston

 **BUSINESS SERVICES**
Tanya Cannady
EMS Billing
Human Resources & Risk Management
Office of Management & Budget / Non-Ad Valorum
Purchasing

 **PARKS & FACILITIES**
Brandon Gunn
Parks & Recreation
Multi-Sports Complex
Facilities

 **COMMUNITY PROGRAMS**
Ingrasherese Gardner
Children's Advocacy Center
Healthy Families Highlands
Housing
Human Services
Libraries
Veteran Services

 **PUBLIC SAFETY**
Chief Kelly Duppenhaller
Emergency Management
Fire Rescue

 **DEVELOPMENT SERVICES**
Leah Sauls
Building
Code Enforcement
Planning & Zoning
Economic Development
Tourism Development

 **ROAD & BRIDGE**
Jonathan Harrison
Road & Bridge Operations
Asphalt Plant
Invasive Plant Management
Natural Resources

 **ENGINEERING**
J.D. Langford
Engineering Operations
Drainage & Stormwater
GIS / Addressing
Surveying
Traffic Operations
Utility Inspections

 **UF/IFAS EXTENSION OFFICE**
Kati Lawson
4-H Youth Development
Horticulture
Livestock
Agriculture
Natural Resources

ADMINISTRATION

County Administrator Laurie Hurner and Assistant County Administrator J.D. Langford have executive powers to implement all decisions, ordinances, motions and policies and procedures set forth by the Board of County Commissioners.



Administration includes:

- Capital Projects
- Executive Assistant
- IT Manager
- Legislative Affairs & Grants Coordinator
- Public Information Office
- Solid Waste



RESPONSIBILITIES

- Provides policy and fiscal recommendations to the Board
- Presents a proposed annual County budget to the Board for consideration
- Performs ongoing financial and operational analysis
- Makes recommendations on all matters of public policy before the Board
- Manages an annual budget in excess of \$180 million
- Oversees more than 400 County employees

CAPITAL PROJECTS

The Capital Projects division serves Highlands County by providing efficient guidance for planning, design, architecture, construction management, budget, and scheduling for all capital improvement projects. Working with the Office of Management & Budget, Purchasing and Legal, Capital Projects has made significant progress within the last year.



**CAPITAL PROJECTS
MANAGER
TIFFANY GUNN**

MISSION

The mission of Highlands County Capital Projects is to proactively and professionally manage the delivery of building construction and renovation, and project management. Staff ensures that Highlands County facilities are constructed and renovated in an efficient, effective, safe and functional environment.



CHALLENGES

- Too many projects without proper funding
- Cleaning up budgets to fund sustainable projects
- Funding and property acquisition due to the growing needs of the departments

Budget amendments 13

Signed contracts 6
SEMCO, AD Morgan, AJAX, Kimley-Horn, The Lunz Group, and EO Koch

Projects in construction phase 3
Animal Services, Unit II Expansion, Avon Park Tax Collector

Closed underfunded projects 4
Lake Placid Tax Collector, Lake Placid Fuel Station, Sebring Tax Collector, Special Needs Shelter with being funds reallocated



Closing the Special Needs Shelter project and reallocating funds fully funded 6 projects in different phases for expedited progress

Animal Services Addition, Avon Park Tax Collector Remodel/Expansion, EOC Expansion, Unit II Expansion, Sebring Fuel Station, Road and Bridge Main Expansion

INFORMATION TECHNOLOGY

The IT Manager serves as a dedicated advocate for the Board's IT needs and values, ensuring that technology solutions align with strategic objectives.

The position facilitates informed decision-making and drives project success by providing professional consultation for major projects.

- Communicates with the Clerk's IT department on all Board IT-related needs
- Cultivates collaborative relationships to enhance the Board's operational efficiency
- Provides thoughtful recommendations for continuous improvement, ensuring the Board's technology infrastructure supports the mission of the organization



IT MANAGER
KEVIN HERNANDEZ

ACCOMPLISHMENTS

- Successfully implemented the working functionality of a new file-sharing platform that can replace the O: drive with the SharePoint site.
- Met with each department and provided a SharePoint seminar to educate employees about the platform.
- Established a line of communication with the Clerk's IT department, by assisting the ticketing process and attending monthly meetings.
- Created and provided How-to documents for some known issues with Outlook, Adobe, and procedures that are particular to the Board. This list continues to grow.
- Established an official procedure for the life cycle of Board computers.
- Help amend and finalize Economic Development's contract with a new fiber project with IBT.

LEGISLATIVE AFFAIRS & GRANTS

There are approximately 30 active state grants over 10 departments covering multiple grant years, depending on the grant award letter. These grant funds have all been allocated and require quarterly and annual reporting.

Some of these grants are:

- Matching (require the recipient to contribute a certain amount of their own funds)
- A one-time allocation (funds provided for a specific project with no expectation of future funding)
- Capital (used for major physical investments like building construction or purchasing large equipment)
- Project grants (funds specific projects with defined objectives and timelines)



**GRANT COORDINATOR
CRYSTAL
GOTTSCHALK**

FEDERAL GRANTS

In 2024, Merchant McIntrye, the County's federal grant consultant, was able to secure two grants for Highlands County.

\$230,000

U.S. DEPARTMENT OF TRANSPORTATION SAFE ROADS AND STREETS FOR ALL GRANT

These funds are allocated for signage improvements and the construction of a roundabout, aimed at enhancing traffic safety in the county.

\$213,528

U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT

This funding is designated for watershed culvert improvements, crucial for maintaining water flow and preventing environmental issues such as flooding.

AMERICAN RESCUE PLAN ACT (ARPA) GRANTS

ARPA projects require quarterly reporting, coordinated with the County's ARPA consultant, Accenture LLP.

Approximately 15 ARPA grants fund several county projects, including the EOC Expansion and Upgrade; Storage Facility for Emergency Items; Veterans Services Community Outreach; and Healthy Families Household Assistance, to name some.

\$12,876,202.48

ARPA FUNDS SPENT SINCE 2021

\$152,999.73

ARPA FUNDS SPENT IN QUARTER 4 OF 2024

PUBLIC INFORMATION OFFICE

The office's mission is to maintain open communication with the public to help residents keep up with what is happening in their community and also give them a better knowledge of the ways the Board serves the community. This is done through the County's website, print materials, social media platforms and interactions with local media. The primary goals of the office are to:

- Promote County services
- Liaise with the media
- Act as the single source of qualified, accurate information during a disaster



**PUBLIC
INFORMATION
OFFICER
KAREN CLOGSTON**



28,811 residents



22,385 followers on County page
12,170 followers on Fire Rescue page



1,703 followers



231 Media interactions



330 followers

HIGHLIGHTS THIS YEAR



7.5%



+3,001

INCREASE IN SOCIAL MEDIA FOLLOWERS ON COUNTY FACEBOOK FROM OCTOBER TO NOVEMBER

USING CONSISTENT MESSAGING BEFORE, DURING, AND AFTER HURRICANE MILTON



7%



+816

INCREASE IN SOCIAL MEDIA FOLLOWERS ON FIRE RESCUE FACEBOOK ACCOUNT FROM MAY TO JUNE

USING CONSISTENT MESSAGING BEFORE, DURING, AND AFTER MAJOR BRUSH FIRES

PREPAREDNESS OUTREACH EVENTS:

Third annual Citizen's Preparedness Academy: reached 10 households

Kid's preparedness outreach events: reached 30+ youth

Hurricane Expo: reached 500+ residents

Healthy Families event: 50+ residents

Neighborhood events: 100+

Total = over 680+ residents reached

SOLID WASTE

The Board approved the increase of the solid waste assessment from \$222.79 to \$229.74 per dwelling unit in August 2024 for the upcoming fiscal year 2024/2025, in line with the waste collection hauler’s contracted annual increase. This is necessary to fund the increased costs of operations and materials. The construction of a new 17-acre cell at the existing Class 1 landfill began, with construction expected to be complete by July 2025.



**PROGRAM MANAGER
BOB DIEFENDORF**



**TONS OF SOLID WASTE
COLLECTED**



**HOUSEHOLDS SERVICED
BY WASTE CONNECTIONS**



The County’s three recycling drop-off centers allow residents to bring items to the recycling centers only during the posted hours of operation. There is a drop-off center in Avon Park, Sebring, and Lake Placid. All sites collect plastic bottles, jugs, and jars, steel and aluminum cans, clean flattened cardboard, newspaper, junk mail, office paper (not shredded) and other non-coated paper. A separate bin is available for glass.



A goal of the Solid Waste division is to re-implement recycling education in Highlands County elementary schools.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

BUSINESS SERVICES

The Business Services department is responsible for all business-related activities of the Board of County Commissioners. Staff work in coordination with each department and the Clerk of Courts to ensure that the day-to-day operating needs of all Board departments are met.



DIRECTOR
TANYA CANNADY

Business Services includes the following divisions:

- EMS Billing
- Human Resources and Risk Management
- Office of Management & Budget / Non-Ad Valorum Assessment
- Purchasing

 **16** **EMPLOYEES**
FULLY STAFFED AT 18

ACCOMPLISHMENTS

- Central Square software upgrade approved
- \$15 per hour minimum wage County-wide approved
- Fire Assessment Study conducted and completed for the first time since 2017

EMS BILLING

The division is responsible for processing, verification and maintaining the EMS patient transport data. The consultant then uses this data for billing transport fees adopted by the Board. The consultant and staff review and report on collections, adjustments and write-offs.

 **13,001**
TOTAL EMS TRANSPORTS

HUMAN RESOURCES & RISK MANAGEMENT

Human Resources is dedicated and responsible for serving the personnel needs of County departments. Staff actively coordinates the recruiting, interviewing, hiring, new employee orientation, performance evaluation process, discipline process, and separation/retirement needs of employees. Staff oversees the countywide benefits program, which includes participation from all constitutional offices and several outside government agencies. HR promotes wellness, manages employee personnel records, and processes payroll bi-weekly. Other areas of responsibility include the Insurance Committee and Employee of the Quarter.

Risk Management is responsible for overseeing the County's casualty, general liability, property and workers compensation policies and claims process.



**HR MANAGER
SHERRI BENNETT**



OFFICE OF MANAGEMENT & BUDGET

NON-AD VALOREM ASSESSMENTS



**OMB MANAGER
DAVID NITZ**

During the fiscal year, OMB staff work actively to monitor revenues, revenue trends and expenditures to ensure compliance with the adopted budget and Florida Statutes and to propose budget amendments as needed. OMB tracked and monitored all open projects, working with the project managers to update their project control records as needed, adding new projects and closing those that have been completed.

Staff work directly with Administration and departments to develop the County’s annual budget, which is presented to the Board and the public through a series of public meetings. OMB administers the annual budget process for the Board by:

- Holding budget review meetings with administration and individual departments
- Conducting public workshops and required hearings, allowing the Board and the public to make comments and recommendations on the budget prior to adoption
- Preparing and presenting the Capital Finance Strategy (CFS) as well as the Fee Schedule for Board approval

Non-Ad Valorem Assessment staff manage the non-ad valorem assessment process for the various benefit districts. Staff coordinate the budget process, pay invoices, and generate the final assessment rolls for the Tax Collector. Last year, mailings were sent out for the Highlands Park Estates Special Benefit District and the Fire Protection Special Assessment, notifying property owners of the public hearings for potential assessment increases and/or elimination/changes of assessments.

	FY22-23	FY 23-24
TOTAL BUDGET	\$168,372,520	\$187,785,578
MILLAGE RATE	8.1000	7.8500
BUDGETED PROPERTY TAXES	\$49,599,977	\$53,758,765
BUDGET AMENDMENTS	157	195
CFS TOTAL BUDGET	\$26,058,843	\$33,328,204
ACTIVE PROJECTS	207	237
ASSESSMENT BILLINGS	\$15,324,529.85	\$16,366,173
CERTIFIED ROLLS	15	14

PURCHASING

The division assists departments with all their procurement needs. Staff manage the formal procurement processes (Invitations to Bid, Requests for Purchases and Formal Written Quotes) and work alongside departments to ensure that all purchases are made in compliance with Florida Statutes and County policy. Additionally, staff manage the purchase order process, oversee the purchasing card process and assist with property sales.



**PURCHASING
MANAGER
LORI DELOACH**



210

NEW VENDOR REGISTRATIONS



123

COMPETITIVE SOLICITATIONS



1,522

PURCHASE ORDERS



\$42,045,217

PO's VALUED AT



129

P-CARDS



6,779

TRANSACTIONS



\$2,445,498

TOTAL SPEND

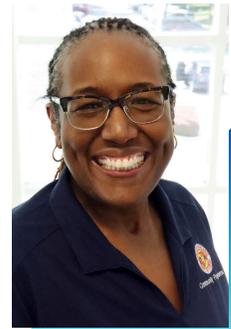
Staff handle new Purchasing card acquisitions (as needed or when fraud occurs), annual inventory, daily maintenance of spend control, new user training, and provide monthly audits for sales tax and monthly reconciliation in FinPlus.

FUTURE TOP PRIORITIES

- Continue to look for opportunities to help streamline processes and improve annual spend.
- Conduct additional property sales by encouraging developers to review available properties.
- Keep promoting the use of Vendor Registry.

COMMUNITY PROGRAMS

The Community Programs department is responsible for all community-based programs and activities of the Board of County Commissioners. It is a collaborative hub for resources (federal, state, local, private and non-profit) designed to aid economically disadvantaged individuals and families in our community. Staff provide assistance to Highlands County residents, which contribute to their quality of life.



**DIRECTOR
INGRASHERESE
GARDNER**

Community Programs includes the following divisions:

- Children’s Advocacy Center
- Healthy Families Highlands
- Housing
- Human Services
- Libraries
- Office of County Probation
- Veteran Services

CHILDREN’S ADVOCACY CENTER

The nationally accredited Ruth E. Handley Children’s Advocacy Center serves as the site for coordination of the multidisciplinary team response to child abuse in Highlands County. The CAC is a child-focused, facility-based program where representatives from law enforcement, child protective services, the state attorney’s office, mental health therapists, family advocates, and other disciplines collaborate to make decisions about investigation, treatment, intervention, and prosecution of child abuse cases that result in the reduction of trauma to these children.



**CAC MANAGER
GAIL WERLEY**

CHILDREN'S ADVOCACY CENTER

2,380 CLIENT ENCOUNTERS AND SERVICES LOGGED



NEW CLIENTS



**FORENSIC
INTERVIEWS**



**MENTAL
HEALTH
SERVICES**



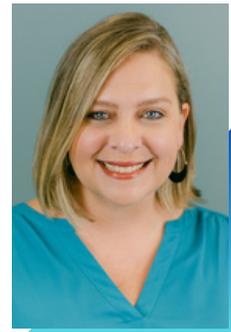
**MDT CASE
REVIEW
SESSIONS**

ACCOMPLISHMENTS

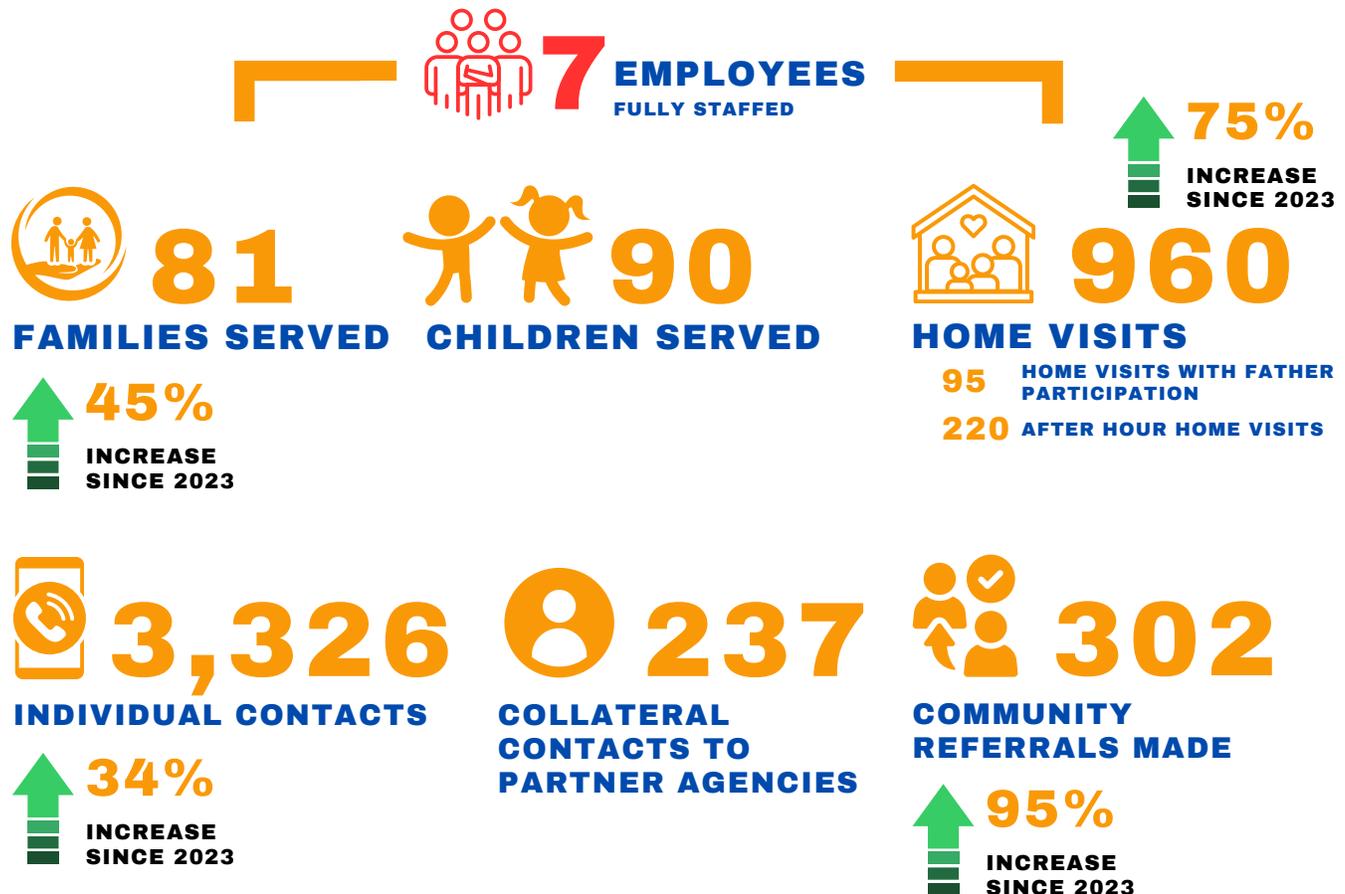
- The CAC continues to maintain accreditation by the National Children's Alliance and will be up for re-accreditation in 2028.
- In November 2023, the CAC along with the HCSO K9 dogs and their handlers hosted approximately 25 other K9 dogs and their handlers from around the state. Deputies and the dogs were shown around the CAC and spent time in the family room to learn how the Highlands County CAC operates and provides comfort to child victims and their non-offending caregivers.
- CAC staff continue to attend training courses to improve their knowledge base and meet the NCA Standards of Accreditation.
- In 2024, a family advocate won a scholarship to the DCF Summit in Orlando. An additional family advocate attended and completed Forensic Interviewer Training in Minnesota.
- The CAC manager continues to maintain her certification as a Child Welfare Case Manager.
- Approximately 50 CAC clients were provided with Christmas gifts thanks to the generous donations from Rudolph Round-up and Olive Garden.
- In January 2024, the contract manager from the Florida Network of Children's Advocacy Centers conducted Onsite Monitoring and the CAC fully passed the review with flying colors!
- On June 14, 2024, the CAC hosted Jerri Sites from Child Protection Concepts to provide two half-day trainings for the Multi-Disciplinary Team.

HEALTHY FAMILIES HIGHLANDS

Healthy Families is a nationally accredited, home-visiting program for expectant parents and parents of newborns experiencing stressful life situations. The program works to improve childhood outcomes and increase family self-sufficiency by empowering parents through individualized coaching, education, and support.



**PROGRAM MANAGER
CYNTHIA ACEVEDO**



MAJOR HIGHLIGHTS

- Healthy Families hosted two participant events this year: a Christmas event that featured multiple vendors and gift distribution, and a school supply drive and its annual Back-to-School Bash event in August 2024.
- HFH staff participated in program awareness and outreach activities at nine community events and four program presentations to partner agencies.
- This year was a year of advocacy. HFH engaged in advocacy efforts locally through event invitations, disbursement of advocacy flyers, handwritten thank you craft cards from program participants, customized post cards from staff, letters requesting support for increased, recurring funding and more!

HOUSING

Highlands County receives funding through the State Housing Initiatives Partnership program (SHIP), which produces and preserves affordable home ownership and multi-family housing. The program is designed to help extremely low, very low and moderate income individuals/families. The program provides 0% loans for down payment assistance, home repair/owner-occupied rehabilitation, foreclosure intervention, and grants for rapid rehousing/rental assistance.

SHIP also provides gap-filling assistance to developers of affordable housing who are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units.



HOMES PURCHASED



HOUSEHOLD/HOME REPAIRS



HOUSEHOLDS RECEIVED FORECLOSURE PREVENTION ASSISTANCE



HOUSEHOLDS PROVIDED DISASTER ASSISTANCE



FAMILIES PROVIDED REHOUSING AND RENTAL ASSISTANCE

FUNDS EXPENDED \$796,207.77

HUMAN SERVICES

Human Services staff provide support and assistance to Highlands County residents by connecting them to the following available services within the community as well as providing direct services when available:

- Health Care Responsibility Act: HCRA requires counties to pay for indigent hospitalization when it occurs in a hospital outside of the county.
- Prescription assistance: funded by the Coast2Coast Rx Card, this service provides life-sustaining medications to uninsured and low-income citizens of the county.
- Indigent cremation services: These services are provided through a partnership network of funeral homes within the county.



MEDICATIONS PROVIDED

\$409.57 FUNDS EXPENDED
1 PERSON ASSISTED



APPROVED CREMATIONS

\$67,796.65 FUNDS EXPENDED

LIBRARIES

The mission of Highlands County's three libraries, which are part of the Heartland Library Cooperative, is to provide Highlands County residents with enhanced access to library materials and library services, and making sure people have access to whatever their need may be.



LIBRARY MANAGER
VIKKI BROWN



**AVON PARK
PUBLIC
LIBRARY**

100 N. MUSEUM AVE.



**SEBRING
PUBLIC
LIBRARY**

319 W. CENTER AVE.



**LAKE PLACID
MEMORIAL
LIBRARY**

205 W. INTERLAKE BLVD.

ACCOMPLISHMENTS

INCREASE IN E-BOOK AND AUDIOBOOK PLATFORM USAGE



64,430

USES IN 22/23



68,691

USES IN 23/24

FOR AN INCREASE OF

4,261 OR 6%

YOUTH PROGRAMS HAD AN ACTIVE YEAR

Special programs included hosting field trips, holiday events at each library, family night, open mic night, and more!



487 YOUTH PROGRAMS



19,705

PARTICIPANTS

ADULT PROGRAMS KEEP IMPROVING

The monthly and quarterly book clubs continued, while a book to movie club was introduced and received with enthusiasm.



214 ADULT PROGRAMS



1,190

PARTICIPANTS

COMMUNITY OUTREACH EFFORTS CONTINUED



25

EVENTS



1,977

BOOKS DISTRIBUTED



1,653

PEOPLE REACHED

LIBRARIES

BY THE NUMBERS



279,525



11,879

ANNUAL CIRCULATION TRANSACTIONS

INCREASE OVER PREVIOUS YEAR



2,869
AUDIOBOOKS



231,847
BOOKS



1,424
BOARD GAMES



33,715
DVDS



2,735
VIDEO GAMES



3,617



1,526 OR 73%

INCREASE OVER PREVIOUS YEAR

NUMBER OF SUMMER READING PROGRAM PARTICIPANTS



15,146



177

NUMBER OF PATRON COMPUTER USES

INCREASE OVER PREVIOUS YEAR



2,704

NUMBER OF NEW PATRONS REGISTERED



5,071

NUMBER OF TIMES COMPUTER ASSISTANCE PROVIDED



6,502

NUMBER OF REFERENCE QUESTIONS ANSWERED



4,064.75

VOLUNTEER HOURS LOGGED

6,246 SESSIONS

ON MOMETRIX AND UNIVERSAL CLASS, OUR TWO LESSON OR ACCESS-BASED PLATFORMS

OFFICE OF COUNTY PROBATION

The Office of County Probation became a part of Community Programs in November 2023 and oversees those who have been placed on probation for traffic and other misdemeanor offenses. Probation counselors ensure offenders comply with court-ordered sanctions and that they continue a crime-free lifestyle.



**CHIEF PROBATION
COUNSELOR
LISA VANECEK**

The Office of County Probation provides the following services:

Community service placement with local non-profit agencies.



3,940

HOURS SERVED IN OUR COMMUNITY

Enforced restitution as directed by the Court.



\$8,158.87

PAID IN VICTIMS REIMBURSEMENT

Direct persons to local social services resources.



100

**CLIENTS
SUCCESSFULLY
COMPLETED
SUBSTANCE
ABUSE
TREATMENT**



25

**CLIENTS
SUCCESSFULLY
COMPLETED
ANGER
MANAGEMENT
TREATMENT**



3

**CLIENTS
SUCCESSFULLY
COMPLETED
MENTAL HEALTH
TREATMENT**

Ensures persons successfully complete their probation.



90

SUCCESSFUL COMPLETIONS

VETERAN SERVICES OFFICE

The Veteran Services Office serves the veteran, and/or family, by providing services and assisting in the application for additional benefits through the Department of Veterans Affairs. Such benefits may include disability compensation, non-service connected pensions, information regarding home loan certification, funeral or burial reimbursements and VA medical enrollment. Staff also assist with benefits offered by Highlands County and state or federal governments.



COUNTY VETERAN SERVICES OFFICER
DENISE WILLIAMS



MAJOR HIGHLIGHTS

- Proclamation designating November 2023 as Veterans Month.
- Acknowledged the 10th anniversary of Highlands County's designation as a Purple Heart County in November 2023.
- Proclamation designating May 2024 as Military Appreciation Month, showcasing 25 County employees who are also veterans.
- **CHALLENGE:** In February 2024, the office faced an unexpected crisis when a burst water heater flooded the building. **SUCCESS:** Services to our veterans continued uninterrupted while repairs were made.

VETERANS MAKE UP 9.8% OF HIGHLANDS COUNTY'S POPULATION



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY

The County Attorney's Office provides legal counsel and advice to the Board of County Commissioners, the County Administrator, County departments, municipal service benefit units, the Supervisor of Elections Office, and certain boards, committees and agencies organized under the Board of County Commissioners.

Legal services include negotiating, drafting and reviewing contracts, drafting ordinances and resolutions, and interpretation of state legislation and various other rules, laws and regulations imposed by or impacting Highlands County, its operations and/or its citizens. Additionally, the Office handles the legal aspects of real estate acquisitions and capital projects, institutes and defends civil actions, and coordinates County legal services in general.



**ATTORNEY
SHERRY SUTPHEN**

HIGHLIGHTS THIS YEAR

- Fully staffed since March 2024 with the addition of Assistant County Attorney Katie Houlihan, who brings a wealth of knowledge in the contract, insurance and construction arena, perfectly complementing the County Attorney's Office
- Revamped the policy on emergency and disaster pay
- Revamped the County's Equal Employment Opportunity Plan
- Revised several standard service agreements and grant agreements
- Visited with the various County Advisory Boards and Committees during their regularly scheduled meetings, in an effort to clarify responsibilities and to educate the members on the Sunshine Law, public records requirements, and the importance of observing meeting formalities
- An attorney from the County Attorney's office was present at every meeting of the Board of County Commissioners and of the Planning and Zoning Commission
- Staff from the County Attorney's Office was also present at all judicial hearings and depositions where County employees were subpoenaed to provide employment related testimony
- The Records division implemented a new records request management software and performed numerous special research projects for the County Attorney's Office

COUNTY ATTORNEY

LONG-TERM GOALS AND PROJECTS UPDATE

- Employee manual revisions. **ONGOING**
- Purchasing policy revisions. **ONGOING**
- Hospital legislation and sale issues. **ONGOING**
- Revisions to organization of advisory boards and committees. **FIRST PHASE COMPLETED with remaining changes still in progress**
- Agreements for Interlocal Service Boundary/Joint Planning/Annexation/Roads and Enclaves agreements with municipalities. **IN PROGRESS**

NEW LONG-TERM GOALS AND PROJECTS

- Continue educating advisory boards and committees regarding the Sunshine Law, public records, and the importance of observing meeting formalities.
- Implement education and planning for responsible growth.
- Assist County departments with developing best practices for improvement of County roads and critical infrastructure.
- Updating County policies and organizing same in a centralized location.
- Updating the Code of Ordinances.



The mission of the County Attorney's Office is to enhance and streamline the policies and procedures of Highlands County government.



39

ORDINANCES DRAFTED/REVISED



212

RESOLUTIONS DRAFTED/REVISED



500+

CONTRACTS DRAFTED/REVISED



2,000+

PUBLIC RECORDS REQUESTS

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

DEVELOPMENT SERVICES

Development Services exists to create a quality community life for the citizens of Highlands County, which is accomplished through implementing countywide building, code enforcement, and comprehensive planning and zoning policies and regulations that will ensure that Highlands County can respond to the ever-changing needs and values of its citizens.

Development Services includes the following divisions:

- Building
- Code Enforcement
- Planning & Zoning

The department is also tasked with implementing economic development initiatives and strategies to encourage new businesses to locate here and to facilitate retention and expansion of existing local businesses with the following goals: 1) increasing job growth and the local tax base, and 2) improving the quality of life for the local community.

The following offices are responsible for these initiatives:

- Economic Development
- Tourism Development



DIRECTOR
LEAH SAULS

BUILDING

Housing starts increased in FY 2023-24, with total starts of 670 new homes, increasing 18% compared to the prior fiscal year. This increase is due to new site-built 1 & 2 family homes. Mobile home activity rose with an increase of 2.6% over last fiscal year and 230 mobile home permits issued.



9,415

PERMITS ISSUED



24,102

INSPECTIONS CONDUCTED

BUILDING



The mission of the Building division is to protect the public's health, safety and welfare, as it relates to construction, use, and occupancy of buildings and structures, by interpreting, administering, monitoring and enforcing codes and standards that govern construction industry activities.



\$1,463,529.58

REVENUE FROM PERMITS



\$257,734.25

REVENUE FROM BUILDING PLAN REVIEWS



\$36,107

REVENUE FROM RED TAGS

CODE ENFORCEMENT



6

EMPLOYEES
FULLY STAFFED AT 8

Code Enforcement protects the public health, safety and welfare by thoroughly researching, analyzing and proposing creative solutions to code violations as they arise. Common code violations include: grass in the yard over 18 inches high, inoperable or unlicensed automobiles and vessels in driveways, and trash that's left out in front of a home but isn't bundled.

INSPECTIONS	2,786	COMPILED CASES	704
VIOLATIONS	925	DEMOLITIONS	14
NOTICE OF VIOLATIONS	99	SPECIAL MAGISTRATE CASES	94
WARNING CITATIONS	384	REVENUE COLLECTED	\$210,766.81
CITATIONS	70	EXPENSES	\$153,977

PLANNING & ZONING

The division is responsible for implementing, administering and enforcing the Highlands County 2030 Comprehensive Plan and the sections of the Highlands County Land Development Regulations pertaining to zoning, environmental clearance and historic preservation. These land-use documents ensure that development occurs in the right place at the right time, that the provision of infrastructure and services is adequate and timely, and that important natural and cultural resources are protected. Staff has begun the Comprehensive Plan Evaluation & Appraisal Review process by holding five stakeholder meetings with our municipalities and improvement districts, and five presentations given to County committees.

The division serves as the technical staff on planning and zoning issues for the Board of County Commissioners, the Planning and Zoning Commission/Zoning Board of Adjustment, and the Historic Preservation Commission. Staff also provides input to the Natural Resources Advisory Commission, Recreation & Parks Advisory Committee, Affordable Housing Advisory Committee, Local Mitigation Strategy Working Group, development review conferences, and technical review meetings.

Staff collaborates with several multi-jurisdictional planning groups, including the Central Florida Regional Planning Council, Heartland Regional Transportation Planning Organization, the Heart of Florida Section of the American Planning Association Florida Chapter, and the local planning agencies in Sebring, Avon Park and Lake Placid.

- ZONING MAP CHANGES** 19
- FUTURE LAND USE CHANGES** 11
- BOARD OF ADJUSTMENT APPLICATIONS** 20
- COMPREHENSIVE PLAN TEXT AMENDMENTS** 2
- LAND DEVELOPMENT REGULATIONS AMENDMENTS** 4
- DEVELOPMENT PLAN REVIEWS** 38
- REVENUE FROM DPR** \$131,640
- PERMITTING APPROVALS** 2,882
- REVENUE FROM PERMITS** \$125,260

HIGHLIGHTS

 209	 1,126
ENVIRONMENTAL CLEARANCE REPORTS	LAND CLEARING PERMITS
 \$131,640	MITIGATION FEES COLLECTED FOR THE COUNTY'S CONSERVATION TRUST FUND
 5,838	 1,983
PHONE CALLS	IN-PERSON INQUIRIES
 600	 4
EMAIL INQUIRIES	HISTORIC PRESERVATION COMMISSION MEETING

ECONOMIC DEVELOPMENT

Economic Development is a coordinated approach to leveraging the county's assets and resources, as well as the strengths of its stakeholder partners to facilitate the expansion, development and attraction of businesses and associated job creation to position the economy for positive, sustained growth raising quality of life for all.

BUSINESS DEVELOPMENT AND PROJECTS

The Economic Development staff actively worked on 15 projects during the 2023/24 fiscal year. These projects fall into various industry categories including manufacturing, distribution, aviation, and tourism. Out of those projects, four have chosen Highlands County and are actively working through the development process. Between these four projects, at least 600 new jobs will be created, and capital expenditures will reach \$160 million. Two of these projects will open for business in fall of 2025.

Over the last few years, the ED office has worked diligently with Duke Energy and other partners to create and market shovel-ready sites throughout the county. Hard work is paying off, with the first development to come from those efforts set for Lake Placid in 2025. This distribution project will account for \$30 million of the capital expenditures and 200 of the new jobs listed above.

In 2024, several new companies made Highlands County their home:

- Aluminum Extrusion completed an adaptive reuse project, turning an old fruit packing house into a fabrication facility that creates stair railings.
- RexAir began operating out of Sebring Regional Airport and is actively training the next generation of pilots.
- Bernie Little Distributors hosted a grand opening for its new distribution facility and event center, officially expanding their home base in Highlands County.

ECONOMIC BENCHMARKS

POPULATION, JULY 1, 2023: 107,614 **UP 1.8% FROM 2022**
AVERAGE ANNUAL WAGES: \$46,240 **UP 6.8% FROM PREVIOUS YEAR**
REGISTERED BUSINESS COUNT: 2,557
GRANT DOLLARS RECEIVED BY DIVISION: \$75,000
ONGOING PROJECTS: 4

TOURISM DEVELOPMENT

The Tourism Development division is solely funded through the Tourist Development Tax, a 5% tax on overnight stays by visitors six months or less. The Tourist Development Council, or TDC, is a board of nine members appointed by the Board of County Commissioners to serve as stewards of the Tourist Development Tax collections.

ACCOMPLISHMENTS

- From Oct. 1, 2023 to Sept. 30, 2024, Highlands County was the destination for over 770,000 overnight trips; the TDC and their consultants had a direct hand in bringing 26 sporting events to Highlands County, resulting in 15,105 room nights and an economic impact of over \$4.6 million.
- Hosted multiple media personnel, resulting in articles published in Southern Living, Afar, Travel and Leisure, Condé Nast Traveler, and Flamingo Mag.
- Media promotion of the annual Sebring Soda Festival and Caladium Festival:
 1. The 2024 Sebring Soda Festival gained 54 pieces of coverage, with a combined estimated 3.5 million views, and 3.62K engagements.
 2. The 2024 Caladium Festival gained 64 pieces of coverage articles, with a combined estimated 508K views and 1.57K engagements. The event was also featured in Live TV segments on Fox 13 Tampa Bay and WFLA's Daytime.

WHAT'S NEXT?

- With Sebring being the star of Season 3 for HGTV's "Hometown Takeover," airing in 2025, the TDC has been collaborating with Sebring, Lake Placid and Avon Park officials on how to best prepare for and capitalize on the attention our county will be receiving. Staff is working with their consultants to enhance many visitor-facing products, like redesigning their website, VisitSebring.com, refreshing their Official Travel Guide magazine, shooting new video and photo content county-wide, and implementing new digital media campaigns.
- In the coming year, some developmental projects the TDC are focusing on include amplifying the ecotourism opportunities in Highlands County, creating recreational opportunities in the community, and continuing to develop Highlands County as a premier sports tourism destination.

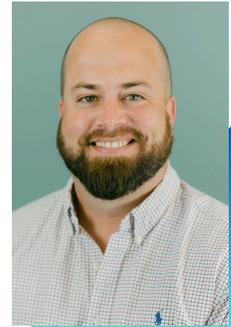


The division's mission is to contribute to a positive quality of life for Highlands County residents through destination promotion, tourism development, advocacy, and resource management, all foundation pieces for future economic growth.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

ENGINEERING

The Engineering department handles surveying, development review, project design and permitting, and construction project management. Staff are responsible for the review of construction plans and plats of residential and commercial developments proposed for unincorporated areas of the County to ensure they conform to County code, and they review and approve work performed in public rights-of-way in the unincorporated areas. Staff work closely with the Road & Bridge department to oversee the planning and construction of major roads and bridges. Staff also work with all County departments providing technical and professional assistance, as needed.



DIRECTOR
J.D. LANGFORD

Engineering includes the following divisions:

- Engineering Operations
- GIS/Addressing
- Stormwater/Drainage
- Surveying
- Traffic Operations
- Utility Inspections

ENGINEERING OPERATIONS

In FY 23/24, Engineering submitted 21 grant applications, totaling \$24,928,960, for various transportation-related grant programs, including the Florida Department of Transportation's Five-Year Work Program, which consists the Small County Outreach Program, Small County Road Assistance Program, Transportation Operation and Safety Improvement Program, Transportation Enhancements Program, County Incentive Grant Program, Congestion Management, Transportation Alternatives, Transportation Regional Incentive Program, and Rural and Build America Bureau, US Department of Transportation's Tribal Assistance Pilot Program for early-stage development assistance for rural and tribal infrastructure projects, and Florida Department of Environmental Protection TRAIL-GO Local Trail Management Funding Grant Applications for maintenance and repair.

ENGINEERING OPERATIONS

ENGINEERING PROJECTS

- Memorial Drive (Pompano Drive to Sebring Parkway) sidewalk
- West Stryker Road roadway improvement
- New Traffic Operations building
- Sun 'n Lake sidewalk improvements
- Sebring Parkway Phase IV
- ADA Hammock Road multi-use path
- Arbuckle Creek Road (Bridge to Riverdale)
- Beacon Avenue widening
- Catfish Creek Road Bridge rehabilitation
- Heron Street
- County Road 64 resurfacing
- West Interlake Boulevard (Catfish Creek Road to Tangerine Avenue) sidewalk
- U.S. 98 & Birch Avenue left turn lane
- Lake Josephine Drive reconstruction (Orange Blossom Boulevard to east of Sentinel Point Road)
- Sebring Parkway Phase I improvements (U.S. 27 to Scenic Highway)
- Sebring Parkway Phase I improvements (Scenic Highway to Roundabout)
- Sebring Parkway Phase I improvements (Roundabout to North Ridgewood Drive)
- County Road 29 turn lane – school zone improvements
- North Main Avenue-CR 17 pedestrian crossing
- Avon Park Estates roadway improvements



314

DEVELOPMENT SERVICES APPLICATIONS



2,302

DRIVEWAY INSPECTIONS



323

**UTILITY PERMITS
REVIEWED**



155

**UTILITY PERMITS
ISSUED**



675

**DRIVEWAY/OTHER RIGHTS-OF-WAY
PERMITS ISSUED**

GIS/ADDRESSING

The mission of the Geographic Information Systems (GIS) division is to steward high-quality, secure, comprehensive, and easily accessible geospatial data and to provide services that empower and support the business needs of all County departments, its community partners, and the general public.

GIS is used to enhance the delivery and efficiency of public services, support sustainable and resilient growth, foster informed and effective decision making, and maintain an exceptional quality of life in Highlands County.



**GIS MANAGER
CARLEY
FITZGERALD**



35,645

INTERACTIVE MAP VIEWS



20,000+

**SITE ADDRESS POINTS VERIFIED,
CORRECTED OR EDITED**

GIS HIGHLIGHTS THIS YEAR

- Staff performed community outreach for GIS awareness through GIS Day.
- Staff presented at GIS and Emergency Management conferences.
- GIS coordinated with multiple departments to enhance their services through GIS tools and enhancements:
 1. Stormwater implemented a public Illicit Discharge Report form
 2. Created Construction/Industrial Inspection forms for staff workflows using Survey123
- The division designed and built a Voting Precinct Lookup web app for the upcoming election that is embedded in the Elections website.
- GIS designed and built a Road Maintenance Lookup tool following recent legislative changes, to allow public to search who maintains a roadway.

STORMWATER/DRAINAGE

This division is developing a Countywide Master Stormwater Plan, which will include solutions for many reoccurring drainage issues throughout the community and will also help provide water quality enhancements to improve the water in Highlands County. Staff has already initiated several drainage basin studies and has been developing a list of the areas with existing concerns.

HIGHLIGHTS

- Staff is focused on compliance with the National Flood Insurance Program and Community Rating System for increasing flood insurance discounts and community education regarding the need for floodplains as well as flood insurance.
- The National Pollutant Discharge Elimination System (NPDES) program has been able to increase public education efforts to prevent stormwater pollution by increasing inspections of construction and industrial sites by 200%.

SURVEYING

The Surveying division performs many functions and works closely with all County departments to provide each with land data specific to their needs. Staff determine the limit between public and private ownership in the mapping of road rights-of-way and other County-owned lands.

Several other types of surveying are performed, including boundary, topographic, hydrographic, volumetric, route surveys, construction layout and record or “as-built” surveys.

The division is responsible for creating legal descriptions for new parcels being created, reviewing legal descriptions and plats prepared by others for recording, and conducting driveway inspections.

TRAFFIC OPERATIONS

The division is responsible for fabricating traffic signs; maintaining traffic signals and street lighting along most of the State road system within Highlands County; and installing, maintaining, repairing and inspecting all traffic control devices – signs, signals, pavement markings and devices – placed on, over, or adjacent to County-maintained streets or highways to regulate, warn and guide traffic.



14,247

**SIGNS FABRICATED,
INSTALLED OR REPAIRED**



1,721

**TRAFFIC SIGNAL AND
STREETLIGHT
REPAIRS/REPLACEMENTS**

Traffic Ops crews maintain 44 out of 45 traffic signals in Highlands County, 775 street lights and about 70 school zone flashers. They also maintain approximately 40,000 signs – from stop signs, street signs, warning signs and regulatory signs to information signs, school signs, object markers and recreational markers.



1,436,305

CONTRACTED/INSTALLED LINEAR FEET OF ROADWAY STRIPING



23,448

**CONTRACTED/INSTALLED SQUARE FEET OF THERMOPLASTIC
LINING AND RAISED PAVEMENT MARKERS**

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PARKS & FACILITIES

The Parks & Facilities department is responsible for overseeing the maintenance and repair of all facilities owned and operated by the Board of County Commissioners, including facilities for County departments and constitutional offices, parks, and boat ramps. Staff oversee all maintenance issues for county buildings, including indoor air quality, heating, ventilation, air conditioning, electrical, plumbing, alarms, custodial services and groundskeeping.



**DIRECTOR
BRANDON GUNN**

The department saw significant staff changes due to expected retirements. Pay grades and job descriptions were updated to stay competitive and meet the needs of the department.

Parks & Facilities includes the following divisions:

- Facility Management
- Multi-Sports Complex
- Parks & Recreation

FACILITY MANAGEMENT

Services provided by Facilities staff include large and small building improvements, routine and preventative building maintenance, custodial services, and project management.



FACILITY MANAGEMENT

ACCOMPLISHMENTS:

- HVAC replacements and chiller repairs were completed at Lake Placid Road & Bridge, Sebring Library, Natural Resources, Solid Waste, Annex Building, Government Center, Station 36, and Veteran Services Office.
- Courthouse improvements included new carpet in the basement.
- Lactation Flex POD installed at the Courthouse.
- Remodel of the former health department building in Avon Park to accommodate the new Probation Office.
- Remodeling project for the States Attorney's Office to make room for deposition room.
- Remodeling at the Government Center included office space in the Administration area, Board IT Manager office, and in the Clerk's IT department.
- Remodeled the men's restroom at Fire Station 18.
- Window tinting at the Children's Advocacy Center.
- Installed new water heaters at the Veteran Services Office and Children's Advocacy Center.

MULTI-SPORTS COMPLEX

The Highlands County Multi-Sports Complex is 52-acres with nine playing fields. The fee structure for this fiscal year was changed to include TDC events.



IMPROVEMENTS INCLUDED:

- Automated dual slide gate system
- Robotic lawn mower
- Automatic field striper
- New metal building for equipment storage purchased, install scheduled

MULTI-SPORTS COMPLEX

EVENTS HELD

- Five one-day softball tournaments, 10 two-day softball tournaments, one three-day softball tournament
- 8 lacrosse events
- 1 rugby match
- 5 local 7-on-7 games
- Adult leagues had 40 teams in three seasons
- Senior leagues are thriving year-round
- Annual Special Stars Tournament was held
- Upper-Level Soccer Club plays year-round soccer practice and 36 games
- Lake Placid Youth Football season from January through November
- Sebring High School Cross Country team practice and games June through October with one race
- Sebring High School boys and girls soccer teams practice from October through January

PARKS & RECREATION

The division continued to provide maintenance at 83 recreational facilities, county buildings, lots, and right-of-way areas. Groundskeeping areas include:

- 36 boat ramps
- 31 County buildings
- 35 docks and fishing piers
- 5 playgrounds
- 5 ball fields
- 4-mile Hammock Trail

MAJOR PROJECTS

- A new playground was installed at Lincoln Heights Park, and another purchased for Lorida Park.
- New wood fencing was completed at Windy Point Park.
- Started work on Windy Point dry island dock.
- Rebuilt the Lake Josephine 2 dock.
- Repairs to three docks damaged from Hurricane Ian have begun, with FEMA reimbursing 95%.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC SAFETY

The Public Safety department is responsible for the Board of County Commissioners' emergency response.

Public Safety includes the following divisions:

- Emergency Management
 1. Administration
 2. Emergency Medical Services
 3. Fire Prevention
 4. Fire Suppression
 5. Logistics
 6. Training
- Fire Rescue



DIRECTOR & FIRE CHIEF JAMES DUPPENTHALER

EMERGENCY MANAGEMENT

The division builds strategic community partnerships and effective public education. With the help of grants, we were able to purchase two new generators, one for the EOC and another portable to be used throughout the county where needed, two additional drones that are compliant with the new state and federal regulations, offer multiple training courses, and acquire new updated equipment for our ARES communications.



EMERGENCY MANAGEMENT



The mission of Emergency Management is to continue to prevent, mitigate, prepare for, respond to, and recover from all hazards, emergencies, and disasters, using a whole community approach.

DAY-TO-DAY OPERATIONS

- Reviews all emergency plans for assisted living facilities, nursing homes, hospitals, surgical centers, and behavioral homes in Highlands County
- Inspects hazardous material facilities
- Oversees and manages generators for all Public Safety facilities to include Fire Rescue/EMS stations, shelters, communications towers (of which there are 7), and the Emergency Operations Center
- Maintain/monitor the County's 7 WeatherStem weather stations
- Initiating and maintaining all state and federal EM grants
- Manages Highlands County's Local Mitigation Strategy Work Group
- Reviews, updates, and maintains a list of all community stakeholders, critical facilities, Points of Distribution sites, gas stations, and mobile home/RV parks

ONGOING PROJECTS

- Emergency Operations Center expansion
- Closing out Irma project, Ian project closeout ongoing, COVID project closeout complete
- Training program for all County staff
- Continue developing strategic relationships with community partners
- 5-year update on the Local Mitigation Strategy Workgroup and plan

MAJOR ACCOMPLISHMENT

\$9,082,220.63

TOTAL REIMBURSEMENTS FROM PREVIOUS ACTIVATIONS

FIRE RESCUE

Highlands County Fire Rescue is a full-service, consolidated fire department with 106 career personnel and 98 volunteers and provides emergency services utilizing 18 stations.



22,748

CALLS FOR SERVICES



22,708

911 CALLS FOR EMERGENCIES



3.87%

INCREASE OVER PREVIOUS YEAR



12,964

PATIENTS TRANSPORTED TO ER



1.49%

INCREASE OVER PREVIOUS YEAR

CREWS DISPATCHED MOST FREQUENTLY FOR:

- Public assist
- Fire alarms
- Illegal burning
- Vehicle fires
- Brush/wood fires
- Fall injuries
- Breathing difficulties
- Generalized sickness
- Chest pain
- Altered level of consciousness
- Motor vehicle collisions

NEW ADDITIONS

- 18 full-time firefighters
- 2 part-time firefighters

FIRE PREVENTION

- 58 public education events
- 270 plans reviewed
- 370 inspections

OTHER NOTABLES

- Chaplain program
- Received apparatus
 1. 2 Rescue units
 2. 3 brush trucks
 3. 1 command vehicle

FUTURE NOTABLES

- Groundbreaking of Station 23 (Spring Lake)
- ALS equipped engines
- Addition of 10th Rescue unit
- Purchase of 2 Rescue units, 2 pumper tankers, 2 command vehicles
- Grants submitted for bunker gear, SCBA (self-contained breathing apparatus), and gear extractor

ROAD & BRIDGE

The Road & Bridge department is responsible for the maintenance and repair of approximately 1,121 miles of roadway with drainage, approximately 36 bridges, 35 miles of sidewalks and 3.33 miles of guardrails to deliver a safe and dependable transportation network.

The department includes the following divisions:

- Road & Bridge Operations
- Asphalt Plant
- Invasive Plant Management
- Natural Resources

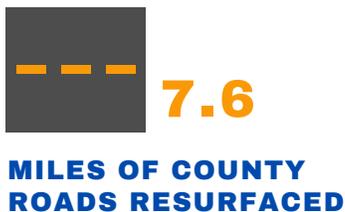


**DIRECTOR
JONATHAN
HARRISON**

ROAD & BRIDGE OPERATIONS

The division handles resurfacing and road reconstruct projects and routine right-of-way maintenance operations, including mowing, repairing potholes, cleaning maintained right-of-way drainage ditches and tree trimming.

The Bridge and Concrete Crew provides routine maintenance for 36 bridges, which includes mowing and minor guardrail repairs, and for over 35 miles of sidewalks and multi-use paths.



ROAD & BRIDGE OPERATIONS

The Construction Crew assisted with the cleanup of approximately three reported illegal dump sites with a fiscal impact of approximately \$7,485. All illegal dump debris was taken to the County landfill and disposed. Crews also gathered GPS information for illegal dump sites that can be input into the Cartegraph Asset Management Software System. This GPS information provides County Administration with a better understanding of where to focus law enforcement efforts to combat illegal dumping.



12



\$7,485

ILLEGAL DUMP SITES CLEARED

FISCAL IMPACT

Annual excavation and mitigation monitoring reports for the County Shell Pit and the County Marl Pit were submitted to the appropriate regulatory agencies.



121,735



1%

TONS OF EXCAVATED SHELL

DECREASE FROM PREVIOUS YEAR

Preventative maintenance is performed on all Road and Bridge fleet units as well as vehicles from the Highlands County Sheriff's Office, all fleet units from Emergency Medical Services, fire districts, State Attorney's Office, and fleet units from various other County departments. Fleet Maintenance welding staff also repaired aluminum handrail damaged along county right of ways after vehicle accidents.



1,235

REPAIR WORK REQUESTS



525

PREVENTATIVE MAINTENANCE PERFORMED ON FLEET UNITS

ROAD & BRIDGE OPERATIONS

County Warehouse staff get vehicle and equipment titles and tags, manage the parts warehouse facility, and maintain all three fueling sites. Surplus processes continue through Gov. Deal’s internet auction site and Insight Auctioneers.



\$93,168.69

SURPLUS SALES



784%

INCREASE OVER PREVIOUS YEAR

GASOLINE/DIESEL USAGE AMOUNTS AND COST

SEPT.	UNLEADED/ TRANSACTIONS	USAGE/ GALLONS	DIESEL/ TRANSACTIONS	USAGE/ GALLONS
23/24	\$3.50 / 28,767	362,230.10	\$3.50 / 14,305	401,687.91
22/23	\$3.50 / 28,101	354,144.10	\$3.50 / 14,323	369,020.20

INVASIVE PLANT MANAGEMENT

The division sprays canals and ditches as well as completes Florida Fish and Wildlife Commission State Work Plan Invasive Plant Management spraying.

NATURAL RESOURCES

The division supports in protecting, managing, and restoring environmental lands and wildlife habitats throughout the County. Natural Resources also maintains two properties, the 55-acre Grassy Lake Scrub and 1,350-acre Sun 'N Lake Preserve for conversation and future mitigation purposes for Highlands County.

ACTIVITIES

- Collects monthly water samples for monitoring the water quality of Highlands County lakes
- Conducts vegetation surveys to assess the viability and needs of aquatic habitat
- Works with the Florida Fish and Wildlife Conservation Commission on aquatic habitat restoration projects, such as lake plantings, in efforts to engage with and educate the public on our natural lakes and water bodies
- Developing a plan to upgrade and make recreational improvements to transition the now primitive Sun 'N Lake Preserve to a more public-friendly park

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS UF/IFAS EXTENSION OFFICE

The Cooperative Extension Service is a partnership between the land grant institutions in each state and local county governments. The University of Florida and Florida A&M University work together to oversee Extension programming in Florida. Highlands County's Extension office is at the Bert J. Harris Jr. Agricultural Center, 4509 George Blvd., in Sebring.



**EXTENSION DIRECTOR
KATI LAWSON**

 **6** **EMPLOYEES**
WHO COVER THESE AREAS:



**4-H YOUTH
DEVELOPMENT**



HORTICULTURE



AGRICULTURE



**NATURAL
RESOURCES**



LIVESTOCK

ACCOMPLISHMENTS



325

**FIELD AND OFFICE
CONSULTATIONS**



12,059

PARTICIPANTS AT GROUP LEARNING EVENTS

218 VOLUNTEERS WORKED WITH FOR A TOTAL OF  **5,908** VOLUNTEER HOURS



The mission of the Extension service is to provide science-based information from the university to the public.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Dustin Fitch, Deputy Chief

SUBJECT/TITLE: Request approval of the contract extension with ESO Solutions, Inc. RFP 16-017 for Electronic Patient Care Reporting services Amendment 1 with additional services.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the contract extension with ESO Solutions, Inc. for Electronic Patient Care Reporting services Amendment 1 with additional services.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Statement of Issue #977-2024.pdf](#)

Attachments: [Highlands A1.pdf](#)

Statement of Issue: Agenda Item # 977-2024

To continue the use of services that is used by our employees to report to the State of Florida our daily responses to the citizens of Highlands County. The extension is to further extend the terms through September 7, 2026, with additional services

**AMENDMENT 1
TO AGREEMENT BETWEEN HIGHLANDS COUNTY, FLORIDA
AND ESO SOLUTIONS, INC.**

THIS AMENDMENT 1 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and ESO Solutions, Inc., a Texas corporation, 9020 N. Capital of Texas Highway, Building II-300, Austin, TX 78759, hereinafter referred to as "ESO" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, on September 6, 2016, the COUNTY entered into an agreement with ESO Solutions, Inc., to provide electronic patient care recording software ("Agreement"); and

WHEREAS, pursuant to the Highlands County Purchasing Manual, Section 17, Exceptions to Competitive Procurement, B8, computer software is exempt from the formal solicitation process; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County for it to further extend the term of its Agreement with ESO and to add additional software components to the Agreement as defined herein.

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

1. Paragraph 2, Term, of the Agreement is hereby amended to extend the term of the Agreement retroactively back to September 7, 2021, through September 7, 2026.
2. Exhibit A to the Agreement is hereby amended to add the services identified in **Exhibit A-1**, attached hereto.
3. The Agreement is hereby amended to add the following provisions:

17. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, ESO certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in ESO; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. ESO understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

18. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, ESO certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. ESO understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

4. All of the terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment 1 and the original Agreement, or any modification thereof, this Amendment 1 shall prevail.
5. This Amendment 1 may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same document. Electronic signatures shall be valid and sufficient to bind any party to this Amendment 1. Signatures to this Amendment 1 transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 effective the _____ day of _____, 2025.

HIGHLANDS COUNTY

ARLENE TUCK, Chair

ATTEST:

Jerome Kaszubowski, Clerk

ESO Solutions, Inc.

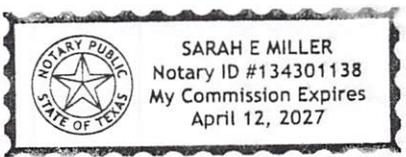
By: [Signature]
Name: Robert Munden
Print: _____
Title: Chief Legal & Compliance Officer

STATE OF Texas

COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization of Robert Munden as Chief Legal Officer of ESO, who personally swore or affirmed that he/she is authorized to execute this Amendment 1 and thereby bind ESO, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 21 day of February, 2025.

(stamp)



[Signature]
NOTARY PUBLIC



Quote Date: 09/11/2024
 Customer Name: Highlands County Fire and Rescue
 Quote #: Q-175302
 Quote Expiration Date: 03/28/2025
 ESO Account Manager: Michael Stone

CUSTOMER CONTACT

Customer Highlands County Fire and Rescue
 Name Roxanna Taylor
 Email rtaylor@hcbcc.org
 Phone 256-218-3898

BILLING CONTACT

Payor Highlands County Fire and Rescue
 Name Roxanna Taylor
 Email rtaylor@hcbcc.org
 Phone 256-218-3898
 Address 6850 W. George Blvd
 Sebring FL, 33875
 Billing Frequency Annual
 Initial Term End Date 09-30-2025

Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other agreement between the parties, the following shall apply:

- i) Upon the Effective Date, this Quote terminates and replaces the current ESO EHR Subscription. Any Recurring Fee amount paid by End User toward existing ESO EHR software subscription shall be applied on a pro-rated basis to the Software and/or Services on this Agreement; and
- ii) The Agreement signed between the parties on or about September 6, 2016 shall govern the Terms and Conditions of this Quote.

ESO is currently developing an iOS application as an additional web and mobile client for accessing EHR. If Customer chooses to use the iOS application, Customer acknowledges and agrees that:

- ESO has invited Customer to join the iOS application Early Adopter Program, so that Customer may evaluate, test, and provide feedback to ESO;
- The iOS application is a preliminary product and has not been commercially released for sale by ESO;
- The iOS application may not operate properly, be in final form or fully-functional;
- The iOS application may contain or cause errors, design flaws or other problems;
- It may not be possible to make the iOS application fully functional;
- The information obtained using the iOS application will be utilizing a test environment and Customers will not have access to their live production data;
- ESO is under no obligation to release a commercial version of the iOS application under any specific timeline;
- Customer is solely responsible for maintaining and protecting all data and information that is retrieved, extracted, transformed, loaded, stored or otherwise processed by the iOS application;
- and,
- ESO shall not be responsible for any costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Customer's use of the iOS application.

Asset Management/Checklist

Product	Volume	Price	Discount	Total	Fee Type
ESO Checklists	24613 Fire Incidents	\$4,733.00	(\$0.00)	\$4,733.00	Recurring
ESO Asset Management	24613 Fire Incidents	\$5,916.00	(\$0.00)	\$5,916.00	Recurring
ESO Inventory	24613 Fire Incidents	\$7,395.00	(\$0.00)	\$7,395.00	Recurring
Checklist Online Training	1 Sessions	\$595.00	(\$0.00)	\$595.00	One-time
Asset Management Online Training	1 Sessions	\$595.00	(\$0.00)	\$595.00	One-time

Fire

Product	Volume	Price	Discount	Total	Fee Type
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Quote Date: 09/11/2024
 Customer Name: Highlands County Fire and Rescue
 Quote #: Q-175302
 Quote Expiration Date: 03/28/2025
 ESO Account Manager: Michael Stone

ESO Activities	24613 Fire Incidents	\$3,998.00	(\$0.00)	\$3,998.00	Recurring
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EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR	21214 Incidents	\$37,609.00	(\$1,880.45)	\$35,728.55	Recurring

Annual Recurring Fees	\$	57,770.55
One-Time Fees	\$	1,190.00
TOTAL FEES	\$	58,960.55

For EHR, Fire, Asset Management/Checklist, the following payment terms apply:
 The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.



Quote Date: 09/11/2024
 Customer Name: Highlands County Fire and Rescue
 Quote #: Q-175302
 Quote Expiration Date: 03/28/2025
 ESO Account Manager: Michael Stone

TERMS AND CONDITIONS:

1. If the Customer indicated above has an existing master agreement with ESO (Agreement) dated on or after January 1, 2018, then that Agreement will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

- 2. The Effective Date of this Quote shall be the final date of signature.
- 3. For the Initial Term, Customer shall pay a prorated amount of the Total Annual Recurring Fees based upon the Effective Date. Customer shall pay the Total Annual Recurring Fees (subject to any Fee increases in accordance with the Agreement) thereafter.
- 4. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
- 5. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Highlands County Fire and Rescue

Signature: _____

Print Name: _____

Title: _____

Date: _____



Quote Date: 09/11/2024
Customer Name: Highlands County Fire and Rescue
Quote #: Q-175302
Quote Expiration Date: 03/28/2025
ESO Account Manager: Michael Stone

EHR

Product	Description
ESO EHR	Patient care reporting suite for ALS and Transport EMS agencies, includes EHR web and mobile client, Quality Management, Basic Personnel Management, Insights Reporting Tool, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.

Fire

Product	Description
ESO Activities	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.

Asset Management/Checklist

Product	Description
Asset Management Online Training	Setup and Webinar Training Session for ESO Asset Management.
Checklist Online Training	Setup and Webinar Training Session for ESO Checklists.
ESO Inventory	Web-based inventory management software for Fire and EMS or EMS.
ESO Checklists	Web-based apparatus checklist for Fire and EMS.
ESO Asset Management	Web-based asset management for Fire and EMS.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Robert A. Diefendorf, Jr., E.I. Assistant to the Critical Infrastructure Director

SUBJECT/TITLE: Request to waive the Landfill Tipping Fees for Highway Park Neighborhood Council Great American Cleanup March 15, 2025, to March 22, 2025

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve waiving the Landfill tipping fee for the Highway Park Neighborhood Council Great American Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Highway Park Neighborhood Council Great American Cleanup will haul an estimated twelve (12) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$540.00 to be waived. The figures are based upon the Highway Park Neighborhood Council Great American Cleanup estimate of three (3) roll off bins for this event.

Attachments: [Statement of issue 1024-2024.pdf](#)

Attachments: [Great Am Highway Park cleanups.pdf](#)

HIGHLANDS COUNTY

COUNTY COMMISSION AGENDA ITEM

#1024-2024

DATE OF ACTION REQUEST: March 04, 2025

**PRESENTER: Robert A. Diefendorf, JR., E.I.
Assistant to the Critical Infrastructure Director**

**SUBJECT/TITLE: Request to waive the Landfill Tipping Fees for
Highway Park Neighborhood Council Great
American Cleanup March 15, 2025 to March 22,
2025**

STATEMENT OF ISSUE

The Highway Park Neighborhood Council Great American Cleanup is requesting that the board waive the landfill tipping fee for their annual community cleanup scheduled for Saturday March 15, 2025, through Saturday March 22, 2025. The waste will be hauled to the landfill on Monday March 24, 2025.

RECOMMENDED ACTION

Motion to approve waiving the Landfill tipping fee for the Highway Park Neighborhood Council Great American Cleanup.

FISCAL IMPACT

Landfill staff estimates that the Highway Park Neighborhood Council Great American Cleanup will haul an estimated twelve (12) tons of Class 1 waste at a cost of \$45.00 per ton for a total of \$540.00 to be waived. The figures are based upon the Highway Park Neighborhood Council Great American Cleanup estimate of three (3) roll off bins for this event.

Attachments: Highway Park Neighborhood Council
Great American Cleanup Request Letter.pdf
Highlands County Tipping Fee Table

**HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED
GREAT AMERICAN CLEANUP - KEEP HIGHWAY PARK
BEAUTIFUL**

Transaction Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2015						
1479049	3/30/2015	2001	1.74	\$ 45.00	\$ 78.30	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1479234	4/1/2015	2001	1.21	\$ 45.00	\$ 54.45	
1479379	4/4/2015	2001	0.96	\$ 45.00	\$ 43.20	
1480817	4/29/2015	2001	0.43	\$ 45.00	\$ 19.35	
1480836	4/29/2015	2001	2.82	\$ 45.00	\$ 126.90	
1483318	6/12/2015	2001	1.89	\$ 45.00	\$ 85.05	
1483319	6/12/2015	2001	1.01	\$ 45.00	\$ 45.45	
			10.06		\$ 452.70	
2016						
1502849	3/25/2016	2001	0.87	\$ 45.00	\$ 39.15	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1506943	5/19/2016	2001	2.57	\$ 45.00	\$ 115.65	
1507839	6/3/2016	2001	1.43	\$ 45.00	\$ 64.35	
1511860	8/6/2016	2001	3.02	\$ 45.00	\$ 135.90	
1518076	11/8/2016	2001	1.33	\$ 45.00	\$ 59.85	
1518089	11/8/2016	2001	1.74	\$ 45.00	\$ 78.30	
1518379	11/12/2016	2001	0.39	\$ 45.00	\$ 17.55	
1518391	11/12/2016	2001	1.15	\$ 45.00	\$ 51.75	
			12.5		\$ 562.50	
2017						
1528035	3/27/2017	2001	1.13	\$ 45.00	\$ 50.85	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1529285	4/8/2017	2001	0.53	\$ 45.00	\$ 23.85	
1529300	4/8/2017	2001	1.99	\$ 45.00	\$ 89.55	
			3.65		\$ 164.25	
2018						
1564829	3/28/2018	2001	1.38	\$ 45.00	\$ 62.10	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1567139	4/17/2018	2001	1.74	\$ 45.00	\$ 78.30	
1567274	4/18/2018	2001	2.05	\$ 45.00	\$ 92.25	
			5.17		\$ 232.65	
2019						
1599285	3/11/2019	2001	0.66	\$ 45.00	\$ 29.70	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1599307	3/11/2019	2001	0.82	\$ 45.00	\$ 36.90	
			1.48		\$ 66.60	
2020						
1644058	6/24/2020	2001	2.17	\$ 110.00	\$ 238.70	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
			2.17		\$ 238.70	
2021						
1672653	3/30/2021	2001	2.06	\$ 45.00	\$ 92.70	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1672785	3/30/2021	2001	1.76	\$ 45.00	\$ 79.20	
1673015	4/1/2021	2001	1.13	\$ 45.00	\$ 50.85	
1672979	4/1/2021	2001	0.19	\$ 45.00	\$ 8.55	
1673054	4/1/2021	2001	0.37	\$ 45.00	\$ 16.65	
1673070	4/1/2021	2001	2.46	\$ 45.00	\$ 110.70	
1673370	4/5/2021	2001	0.47	\$ 110.00	\$ 51.70	
1673359	4/5/2021	2001	0.27	\$ 45.00	\$ 12.15	
			8.71		\$ 422.50	
2024						
1795648	4/3/2024	2002	2.04	\$ 45.00	\$ 91.80	Board Waived Fees - Great American Cleanup - Keep Highway Park Beautiful
1796374	4/9/2024	2002	3.16	\$ 45.00	\$ 142.20	
1796531	4/10/2024	2002	1.37	\$ 45.00	\$ 61.65	
			6.57		\$ 295.65	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Dustin Fitch, Deputy Chief

SUBJECT/TITLE: Request to approve the agreement between Florida Department of Financial Services and Highlands County and adopt Resolution 24-25-069 approving Budget Amendment 24-25-043 for project 24023.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the agreement between Florida Department of Financial Services and Highlands County and adopt Resolution 24-25-069 approving Budget Amendment 24-25-043 for project 24023.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 (Fire Assessment, Cost Center 3217, Account 55200Z Project Operating Supplies in the amount of \$11,351.41 and Account 56400Z Project Equipment in the amount of \$8,575.00 for the purchase of operating and machinery supplies.

Attachments: [Statement of Issue #1010-2024.pdf](#)
Attachments: [Agreement FM981 DFS and Highlands Cty BoCC \(2025.02.25\).pdf](#)
Attachments: [24-25-043 Project 24023 Grant Award Adjustment \(BA\).pdf](#)
Attachments: [24-25-043R Project 24023 Grant Award Adjustment \(Resolution\).pdf](#)

Statement of Issue: Agenda Item # 1010-2024

The funds from the Department of Financial Services, Division of State Marshal will provide an extractor and 102 pairs of gloves to our Fire Stations to aid in protection and the decontamination of residue from responding to fires. This is return will lower the risk of cancer to our employees and volunteers.

**GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
HIGHLANDS COUNTY**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the State of Florida (State), and Highlands County (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Cancer Decontamination Equipment Grant Program within the Division of State Fire Marshal (Division) to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment, supplies, and training designed to mitigate exposure to hazardous, cancer-causing chemicals;

WHEREAS, the Florida Legislature has appropriated funds in Line 2476 of the General Appropriations Act for the 2024-2025 State fiscal year to the Department to implement section 633.137, F.S., for the specific purposes stated therein, and the Division has the authority to administer the program and annually award grants upon the terms and conditions set forth herein and in Rule 69A-37.503, *Florida Administrative Code* (F.A.C.);

WHEREAS, to be a recipient of State funds under this grant program, the Grantee has identified a source of nonstate funding in an amount that is equal to or exceeds twenty-five percent (25%) of the funding provided to Grantee under this Agreement; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. Performance Requirements:

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. Compliance with Laws, Rules, Regulations, and Policies:

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. Agreement Duration:

The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the State’s fiscal year in which the grant was awarded. The Department shall not be

obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. **Payment and Funding Considerations:**

- 4.1. Funding:** This Agreement is a cost-reimbursement agreement, subject to a minimum twenty-five percent (25%) match of funds from a nonstate source of funding, not to exceed the amount of funds stated in Attachment 1, Statement of Work. Such funds will be paid by the Department in consideration of the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.
- 4.2. Payment Process:** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/vendors>.
- 4.3. Grantee Rights:** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- 4.4. Taxes:** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the 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. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance:** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. **Expenditures:**

All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](#)

The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. **Governing Laws of the State:**

- 6.1. **Governing Law:** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 6.2. **Ethics:** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 6.3. **Employment Eligibility Verification:** N/A
- 6.4. **Advertising:** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 6.5. **Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

- 7.1. **Conflict of Interest:** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 7.2. **Convicted Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

- 7.3. **Discriminatory Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “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.”
- 7.4. **Continuing Duty of Disclosure of Legal Proceedings:** N/A
- 7.5. **Antitrust Violator Vendor List:** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 7.6. **Department Inspection of Records:** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 7.7. **Foreign Gifts and Contracts:** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

8. Funding Requirements of Section 215.971(1), F.S.:

- 8.1. The Grantee shall perform all tasks contained in the SOW.
- 8.2. Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

- 8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
 - 8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
 - 8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.
9. **Advance Payments:** If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
10. **Final Invoice:** The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
11. **Return or Recoupment of Funds:**
- 11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
 - 11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.
12. **Audits and Records:**
- 12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
 - 12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
 - 12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
 - 12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit

Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>)

- 12.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
 - 12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
 - 12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 13. Public Records:** Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract within Addendum A refer to this "Agreement."

14. Assignments, Subgrants, and Contracts:

- 14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the

Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

- 14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
 - 14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.
15. **MyFloridaMarketPlace:** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

- 16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 16.2. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 16.3. The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

- 16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in Attachment 1, Specific Grant Awards.
- 16.7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 17, Disposition of Property, below.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property: N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

- 20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.
- 20.2. 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 will be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Intellectual Property Rights: Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. Independent Contractor Status: It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

- 23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless

specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

- 23.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
 - 23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.
 - 23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
 - 23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
 - 23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.
- 24. Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <https://myfloridacfo.com/division/aa/vendors>.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

- 25. Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:
- i. Attachment 1, Statement of Work;
 - ii. This Agreement document;
 - iii. Appendix 1, Itemized Equipment List;
 - iv. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
 - v. Addendum A, Public Records Requirements; and
 - vi. Attachment 3, Index of Applicable Laws and Regulations.

- 26. Time is of the Essence:** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

- 27.1. Termination Due to the Lack of Funds:** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department

agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.”

27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

27.3. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State’s interest to do so. The Grantee shall cease performance upon receipt of the Department’s notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. Dispute Resolution: Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the 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 costs and attorneys’ fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department’s misuse or modification of the Grantee’s products or the Department’s operation or use of the Grantee’s products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee’s opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall

remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

- 29.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 30. Force Majeure and Notice of Delay from Force Majeure:** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.
- 31. Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 32. Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 33. Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. Contact Information for Grantee and Department Contacts:

Grantee's Payee:	Grantee's Agreement Manager:
Highlands County	Laurie Hurner
600 S. Commerce Ave.	600 S. Commerce Ave.
Sebring, Florida 33870	Sebring, Florida 33870
(863) 402-6500	(863) 402-6500
lhurner@highlandsfl.gov	lhurner@highlandsfl.gov

Department's Agreement Manager:

Ginie Chibuzor

200 E. Gaines Street

Tallahassee, Florida 32399

(850) 413-3631

Ginie.chibuzor@myfloridacfo.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. Notices:

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly-authorized officials.

HIGHLANDS COUNTY

DEPARTMENT OF FINANCIAL SERVICES

By: _____

By: _____

Name: Arlene Tuck

Name: _____

Title: Chair

Title: _____

Date: March 4, 2025

Date: _____

Attachment 1

STATEMENT OF WORK

1. **Project Description.** The Grantee has been awarded funding for the 2024-2025 Fiscal Year in the amount of \$15,611.07. The funds will be used for the purchase of equipment, specifically one (1) Personal Protective Equipment Extractor & one-hundred and two (102) pairs of gloves, as further described in Appendix 1, Itemized Equipment List.

2. **Program Requirements.** The Division of State Fire Marshal (Division) is to enter into grant agreements to provide financial assistance to help career fire departments, combination fire departments, and volunteer fire departments procure equipment and supplies designed to mitigate exposure to hazardous, cancer-causing chemicals when the Florida Legislature appropriates funding for this purpose to the Department for the Firefighter Cancer Decontamination Equipment Grant Program. The Division prioritizes the annual award of grants to those career, combination, and volunteer fire departments demonstrating need via participation in the annual Florida Fire Service Needs Assessment Survey, in compliance with the requirement to submit fire incident data as required in Rule 69A-66.004, F.A.C., in compliance with the Florida Firefighters Occupational Health and Safety Act (or has a plan for correction for any noncompliance issue filed with the Division), and in compliance with the requirement to provide a minimum 25% match of nonstate funding for the amount of funding requested and proof of that funding. Grantees shall only use funds to:
 - a. Purchase vehicle exhaust capture systems that are either mounted in the stations or on the vehicles and are compliant with the standards of National Fire Protection Association (NFPA) 1500, Standard on Fire Department Occupational Safety, Health, and Wellness Program, as specified in Rule 69A-62.025, F.A.C.
 - b. Purchase personal protective equipment extractor units that are designed to operate using 110-volt alternating current (AC); however, additional costs such as wiring and installation will not be covered.
 - c. Purchase personal protective equipment extractor units not designed to operate using 110-volt AC current; however, additional costs such as wiring and installation will not be covered.
 - d. Purchase second issued hoods, gloves, and helmet earflaps that are compliant with the standards of NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, as specified in Rule 69A-37.060, F.A.C., and that can be exchanged at the scene or in quarters after fire extinguishment.
 - e. Purchase other equipment that is used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
 - f. Purchase supplies that are used to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.
 - g. Provide educational training designed to mitigate exposure to hazardous, cancer-causing chemicals when specifically authorized by the Division.

3. **Grantee's Responsibilities.** The Grantee shall:

- a. Purchase the equipment as specified in Appendix 1, Itemized Equipment List.
 - b. Provide the Department with the required supporting documents with the invoice as specified in Section 6, Invoice Submittal and Payment Schedule.
 - c. Receive the equipment as described in Appendix 1 in a timely manner not to exceed the Agreement Duration stated in Section 3., Agreement Duration, of the Agreement.
 - d. Provide the Department with sufficient documentation that ensures receipt of the equipment.
 - e. Provide the Department with documentation, upon Department’s demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
 - f. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> for the entire duration of the Agreement Duration listed in the Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department’s demand.
 - g. Maintain all fire department profile and roster records within the electronic database of the Bureau of Fire Standards and Training.
 - h. Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
 - i. Provide the written agreement with the fire service provider under which the Grantee is operating.
4. **Department’s Responsibilities.** The Department shall monitor the Grantee’s progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed \$15,611.07.

The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

5. **Deliverables.** The Grantee shall complete the following deliverable:

Deliverable No. 1 – Purchase one (1) Personal Protective Equipment Extractor & one-hundred and two (102) pairs of gloves		
Task	Documentation	Financial Consequences
Purchase and receive equipment as described in Appendix 1, Itemized Equipment List.	<p>A. Grantee must provide proof of payment in the form of cleared checks, bank statements, or electronic fund transfers.</p> <p>B. Grantee must provide proof of receipt of the equipment in the form of photos, packing slips, or other equivalent documentation.</p>	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Agreement Duration, or if accurate and sufficient documentation is not received from the Grantee.
TOTAL AMOUNT NOT TO EXCEED \$15,611.07		

6. **Invoice Submittal and Payment Schedule.** This is a cost reimbursement contract. The Department will reimburse the Grantee upon satisfactory completion of the deliverable requirements specified in Section 5, Deliverables, and in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed \$15,611.07 subject to the availability of funds. To request reimbursement, the Grantee shall:
- a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
 - i. Are specifically for the equipment represented in this Agreement;
 - ii. Have been paid;
 - iii. Were incurred within the Agreement Duration as specified in the Agreement Duration of the Agreement; and
 - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
 - b. Provide all documentation necessary to demonstrate completion of the Deliverable listed in Section 5, Deliverables.
 - c. Provide the itemized invoice from the vendor listed in Appendix 1, that matches the equipment described in Appendix 1.
 - d. Provide proof of payment to the specified vendor.
7. **Financial Consequences for Failure to Timely and Satisfactorily Perform.** Failure to complete the required duties outlined in this SOW shall result in the automatic rejection of a request for reimbursement of the associated expenditures for the applicable deliverable(s). Failure to provide documentation required in Section 5, Deliverables within the specified Agreement Duration shall result in the expenditure not being reimbursed by the Department.

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

8. **Disposition of Property.** Pursuant to Section 16, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing of the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein, and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

-End of Attachment 1 (Statement of Work)-

Appendix 1
Itemized Equipment List



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

HIGHLANDS COUNTY B.o.c.c.

4506 KENILWORTH BLVD.
SEBRING FL 33870
USA

Original

QUOTATION

Quote Number **231038794** Document Date **12/04/24** Page **1/1**

Customer No. **C00483** Federal Tax ID - Business Partner **85-8013878621c-1**

PO Number

q

Sales Employee **Ribbens, Eric I** Email **eribbens@tenSfire.com**

Document Owner **Ribbens, Eric** Email **eribbens@tenSfire.com**

Delivery Address **HIGHLANDS COUNTY B.o.c.c.**

Same as Bill-to

Description	Quantity	UoM	Vendor	Price	Total
CACSM-35-PRO EXPRESS SOFT MOUNT EXTRACTOR, 35LBS CAPACITY, 6 PIECES	1	EA	Circul-Air Corporation International	7,950.00	7,950.00
LIST PRICE: \$7950.00 LESS 0% = \$7,950.00					
CRT-025 CRATING FEE	1	EA	Circul-Air Corporation International	25.00	25.00
PRICED PER LAKE CO. CONTRACT #22-730K EXPIRES 07/31/2025					

Shipping: Ground

Subtotal:	\$7,975.00
Freight:	\$ 600.00
Total Before Tax:	\$8,575.00
Total Tax Amount:	\$0.00
Total Amount:	\$8,575.00

Valid Until: **01/04/2025**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

HIGHLANDS COUNTY B.o.c.c.

4506 KENILWORTH BLVD.
SEBRING FL 33870
USA

Original

Quote Number
231038783

Customer No.
C00483

PO Number
9

Sales Employee
Ribbens, Eric I

Document Owner
Ribbens, Eric

Delivery Address

HIGHLANDS COUNTY B.o.c.c.

Same as Bill-to

QUOTATION

Document Date
12/04/24

Federal Tax ID - Business Partner
85-8013878621c-1

Email
eribbens@ten8fire.com

Email
eribbens@ten8fire.com

Page
1/1

Description	Quantity	UoM	Vendor	Price	Total
7877K MK-1 ULTRA KANGAROO SKIN GAUNTLET STYLE	102	EA	VANGUARD	125.88	12,839.76

Shipping: Ground

Subtotal:	\$12,839.76
Freight:	\$ 75.00
Total Before Tax:	\$12,914.76
Total Tax Amount:	\$0.00
Total Amount:	\$12,914.76

Valid Until: **01/04/2025**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>

ATTACHMENT 2



**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee 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 form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee 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 Grantee 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 Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Ginie.Chibuzor@MyFloridacfo.com

or

Paper (hard copy):
Ginie Chibuzor
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- 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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:
N/A
2. Federal Program B:
N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:
N/A
2. Federal Program B:
N/A

Subject to Section 215.97, F.S.:

1. State Project A:
State Project: Fire Decontamination Equipment Grant Program
State Awarding Agency: State of Florida, Department of Financial Services
Catalog of State Financial Assistance Title and Number: Fire Decontamination Equipment Grants,
43.013
Amount: The amount listed in item 5, Deliverables, in this Agreement's Attachment 1, Statement of
Work.
2. State Project B:
N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.137, F.S., and Rule 69A-37.503, F.A.C.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Equipment Grant Status Report

Instructions: This form is to be completed by the grantee at least once during the Performance Period. Complete all sections to the best of your ability and send to the assigned Grant Manager within the Division of State Fire Marshal.

Grantee:	Reporting Date:	Contract Number:
Equipment Purchase Description:		
1. Phases Complete (Check)		
Quote from Vendor	Equipment Order	Equipment Purchased
Grant Execution	Payment	Equipment Delivery
2. Has the Grant Agreement been executed? If not, why?		
3. When do you expect to have all phases complete?		
4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):		
Grantee	Grantee Representative	
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.	
	Date	Printed Name/Title
		Signature
Department	Comments/Notes	
	Review Date	Site Visit <input type="checkbox"/> _Yes <input type="checkbox"/> _No <input type="checkbox"/> _N/A
		Contract Manager Signature

FOR REFERENCE ONLY
DO NOT USE



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Grant Agreement
Attachment 5 - Reimbursement Request

I, _____, on behalf of
 (Print name of Grantee’s Grant Manager)

_____, do hereby certify for
 (Print name of Grantee)

Contract No. _____ and Reimbursement Request No. _____ that:

- 1) The costs being claimed on this request are specifically for the equipment listed in the grant award and agreement;
- 2) The Grantee has paid such costs;
- 3) The costs being claimed on this request were incurred within the dates specified in the Performance Period of the Agreement document;
- 4) The costs being claimed on this request are not a duplicate and will not be requested from any other fund source.

 Signature of Grantee's Grant Manager

 Print Name



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Reimbursement Detail

Request #	Grantee:	
Submit Date:	Grantee Address:	
Contract #	Grantee Contact:	
Deliverable:		

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested
			Request Total	\$
Required Match	\$	Total Previous Payments		\$
			Total Grant Amount	\$
			<i>Remaining Funds</i>	\$

Grantee Certification: Sign here and complete the Grantee's Certification of Reimbursement Request on Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

**Grantee Signature
& Date:**

SFM Use

Contract Manager
Receipt:

Component Checklist:	Vendor Invoice(s)	Payment	Tasks Performed	Funds Reconciled
----------------------	-------------------	---------	-----------------	------------------

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor 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 the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

1 of 2

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the 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. 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 the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the 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 the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the 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.
- e. **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 PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

February 26, 2025

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 2/26/2025

SUBMITTED BY: Roxanna Taylor

FUND(S): 181 FUND TITLE(S): Fire Assessment COST CENTER(S) #: 3217

PROJECT(S) #: 24023 PROJECT TITLE(S): Florida Firefighter Decon Equipment COST CENTER TITLE(S): Fire Assessment
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				State Fire Marshall					
R	181		3342320Z	Grant	24023	15,941.13		330.06	15,611.07
				Project Operating					
E	181	3217	55200Z	Supplies	24023	11,351.41		412.57	10,938.84
									0.00
									0.00
									0.00
									0.00

REASON: To adjust Project 24023 accounts due to awarded Grant amount being reduced.

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval
____ Denial

REQUEST # 24-25-043

TRANSFER TYPE:

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

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

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk: _____

RESOLUTION NO. 24-25-069

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-043 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 24-25-043 is hereby approved and authorized to reduce the State Fire Marshal Grant awarded funding for Decontamination Equipment to Project #24023 for FY24/25. The fiscal impact is a decrease in the amount of \$330.06.

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 4th day of March 2025.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: J.D. Langford, P.E., Assistant County Administrator

SUBJECT/TITLE: Request to adopt Resolution 24-25-060 to vacate the platted portion of roadway name Hyacinth Avenue.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-060 to vacate the platted portion of roadway name Hyacinth Avenue.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Agenda Item - Reg. 992-2024 Statement of Issue - VOR Hyacinth Ave - 6309 E Ln & 5650 Apple Rd.pdf](#)

Attachments: [VOR Agenda Packet 2nd Hearing - Hyacinth Ave.pdf](#)

Agenda Item # - Reg. 992-2024

Statement of Issue

Attached for your consideration is Resolution No. 24-25-060 vacating that portion of the roadways more particularly described as:

LEGAL DESCRIPTION:

A PORTION OF PLATTED RIGHT-OF-WAY, BEING THE CUL-DE-SAC PORTION OF THE EASTERLY TERMINUS OF HYACINTH AVENUE, AS SHOWN ON THE PLAT OF ORANGE BLOSSOM ESTATES, UNIT NO. 7, RECORDED IN PLAT BOOK 6, PAGE 26 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 43, BLOCK 5 AS SHOWN ON SAID PLAT, THENCE S88°58'16"W, ALONG THE SOUTH BOUNDARY OF SAID LOT 43, A DISTANCE OF 160.18 FEET TO A POINT ON THE RIGHT-OF-WAY BOUNDARY OF SAID HYACINTH AVENUE AND THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.41 FEET, BEARING S68°04'41"W); THENCE SOUTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138°09'55", A DISTANCE OF 120.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEE (CHORD LENGTH OF 20.41 FEET, BEARING N66°56'03" W); THENCE NORTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE N01°01'44" W, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF HYACINTH AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET (CHORD LENGTH OF 20.41 FEET, BEARING N64°52'35"E); THENCE NORTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.42 FEET, BEARING S70°06'42"E); THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138°12'50", A DISTANCE OF 120.61 FEET, RETURNING TO THE POINT OF BEGINNING.

All Utility Companies and County Departments were notified and have no objections. The petitioner, David W. and Kimberly McPherson, is requesting this vacation to protect the petitioner's property, through which the platted roadways run, from trespass, vandalism, and disease.

This was duly published in the Highlands News Sun and the Proof of Publication was provided to the Clerk of Court.

RESOLUTION NO.: 24-25-060

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF A PORTION OF HYACINTH AVENUE AS MORE PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY DAVID W. AND KIMBERLY MCPHERSON; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF RIGHT OF WAY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Petition of David W. and Kimberly McPherson ("Petitioner"), requesting that Highlands County vacate a portion of Hyacinth Avenue as described herein and renounce and disclaim the rights of the County and of the public in and to said right of way and the lands so described, was duly presented to the County at a regular meeting of its Board of County Commissioners on January 23, 2025; and

WHEREAS, on February 5, 2025, the Petitioner published a notice of public hearing and intent to petition the County to vacate a portion of Hyacinth Avenue as described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on March 4, 2025, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the right of way and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Right of Way. That portion of Hyacinth Avenue as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to said right of way and the lands so described are hereby renounced and forever disclaimed:

A PORTION OF PLATTED RIGHT-OF-WAY, BEING THE CUL-DE-SAC PORTION OF THE EASTERLY TERMINUS OF HYACINTH AVENUE, AS SHOWN ON THE PLAT OF ORANGE BLOSSOM ESTATES, UNIT NO. 7, RECORDED IN PLAT BOOK 6, PAGE 26 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 43, BLOCK 5 AS SHOWN ON SAID PLAT, THENCE S88°58'16"W, ALONG THE SOUTH BOUNDARY OF SAID LOT 43, A DISTANCE OF 160.18 FEET TO A POINT ON THE RIGHT-OF-WAY BOUNDARY OF SAID HYACINTH AVENUE AND THE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.41 FEET, BEARING S68°04'41"W); THENCE SOUTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138°09'55", A DISTANCE OF 120.57 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEE (CHORD LENGTH OF 20.41 FEET, BEARING N66°56'03" W); THENCE NORTHWESTERLY ALONG SAID CURVE AND SOUTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY; THENCE N01°01'44" W, A DISTANCE OF 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF HYACINTH AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET (CHORD LENGTH OF 20.41 FEET, BEARING N64°52'35"E); THENCE NORTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 48°11'23", A DISTANCE OF 21.03 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET (CHORD LENGTH OF 93.42 FEET, BEARING S70°06'42"E); THENCE SOUTHEASTERLY ALONG SAID CURVE AND NORTHERLY RIGHT-OF-WAY BOUNDARY, THROUGH A CENTRAL ANGLE OF 138°12'50", A DISTANCE OF 120.61 FEET, RETURNING TO THE POINT OF BEGINNING.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the vacation of that portion of Hyacinth Avenue as described herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 4th day of March 2025.

HIGHLANDS COUNTY

By: _____
Arlene Tuck, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O ENGINEERING DEPARTMENT
505 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870

FROM: David + Kimberly McPherson
6309 E Lane
Sebring FL 33875

This is to Petition the Board of County Commissioners to consider vacating a right of way, as shown on the attached map, legal description as follows:

- Orange Blossom Est unit 7 PB 6-PG 26
Lot 1 BK 10
- Orange Blossom Est unit 7 PB 6 PG 26
Lot 43 BK 5

The petition is being requested for the following reason:

To join two properties owned by us,
to later be fenced in. On a road that is
not being used or maintained.

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

David McPherson

Signature of Petitioner

Attachments: (MAP)

Proof of Publication
Certificates Showing Taxes Paid

C-24-35-28-070-0050-0430

<https://www.hcpao.org/Search/Parcel/28352407000500430C>





Highlands County Engineering Department

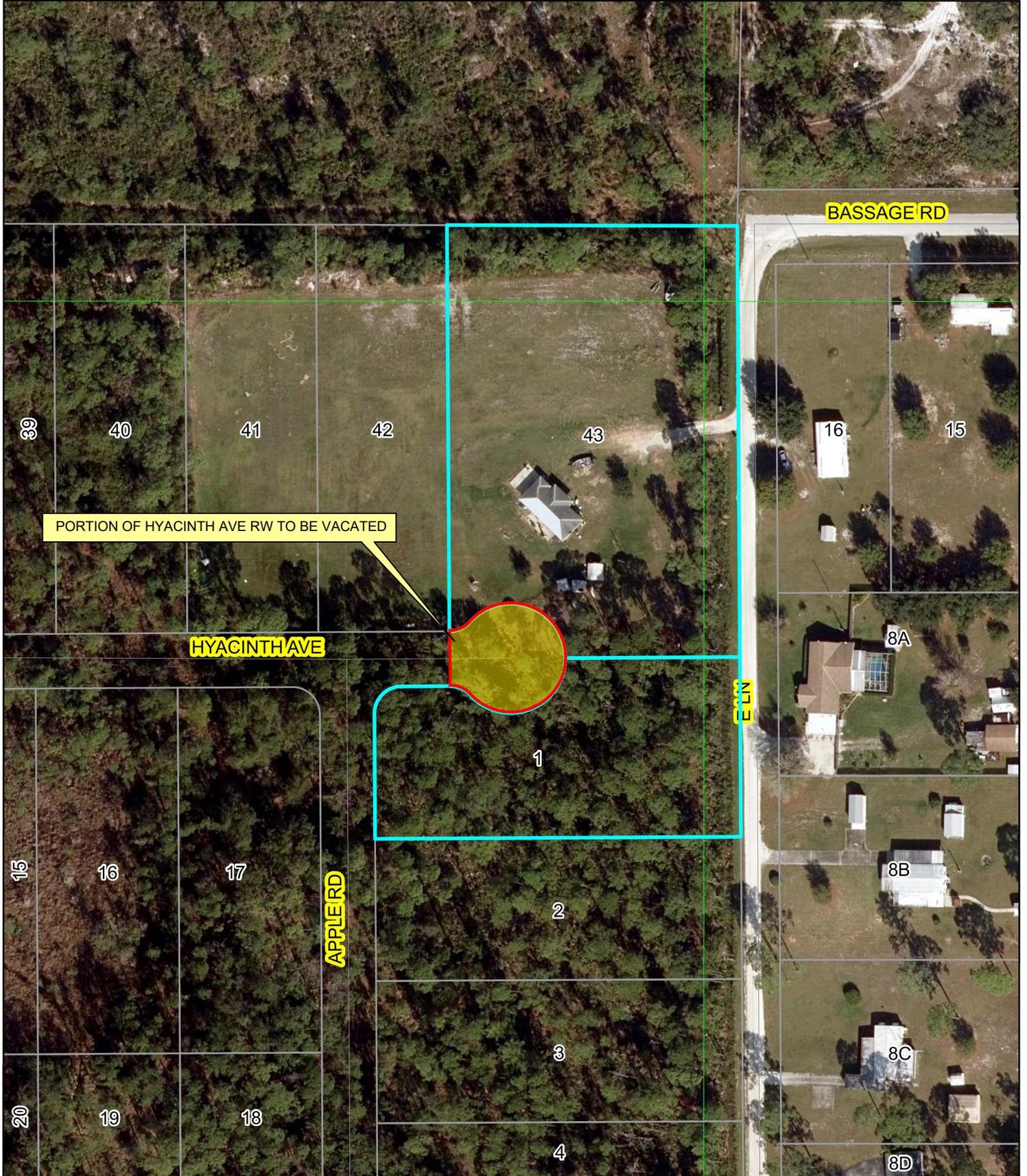
Reference Map
PORTION OF HYACINTH AVENUE RIGHT OF WAY VACATION



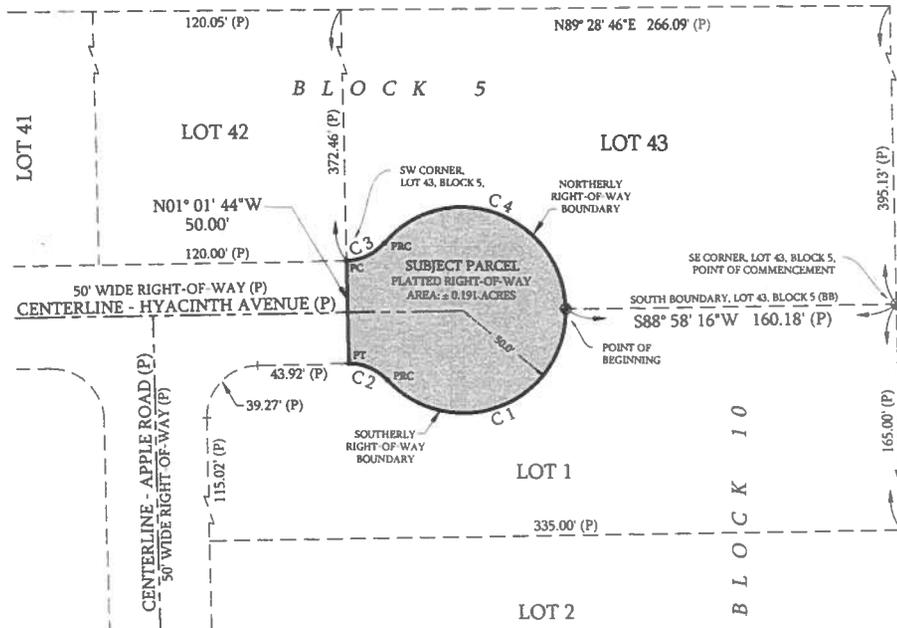
Prepared By: Jorge W. Fernandez
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

For Reference Only - Not A Boundary Survey
Map Created: 11/12/2024

1 inch = 120 feet



DESCRIPTION SKETCH
 CUL-DE-SAC PORTION OF HYACINTH AVENUE RIGHT-OF-WAY
 ORANGE BLOSSOM ESTATES, UNIT NO. 7,
 PLAT BOOK 6, PAGE 26
 HIGHLANDS COUNTY, FLORIDA



CERTIFICATIONS

CERTIFIED TO AND FOR THE EXCLUSIVE USE OF: (1 OF 1)
 1) KIM MCPHERSON

LEGEND

- ⊕ POINT OF BEGINNING/COMMENCEMENT
- CHANGE IN BOUNDARY DIRECTION
- (P) INFORMATION BASED ON SUBJECT PARCEL PLAT
- (BB) BASIS OF DESCRIPTION BEARINGS
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- PC POINT OF CURVATURE
- DIMENSION BREAK (LINE NOT TO SCALE)

LEGAL DESCRIPTION

A portion of platted right-of-way, being the cul-de-sac portion of the Easterly terminus of Hyacinth Avenue, as shown on the plat of ORANGE BLOSSOM ESTATES, UNIT NO. 7, recorded in Plat Book 6, Page 26 of the Public Records of Highlands County, Florida, being more particularly described as follows:
 Commence at the Southeast corner of Lot 43, Block 5 as shown on said plat, thence S88°58'16"W, along the South boundary of said Lot 43, a distance of 160.18 feet to a point on the right-of-way boundary of said Hyacinth Avenue and the Point of Beginning, said point being the beginning of a non-tangent curve, concaved Northwestery, having a radius of 50.00 feet (chord length of 93.41 feet, bearing S68°04'41"W); thence Southwestery along said curve and Southerly right-of-way boundary, through a central angle of 138°09'55", a distance of 120.57 feet to the beginning of a reverse curve, concaved Southwestery, having a radius of 25.00 feet (chord length of 20.41 feet, bearing N66°56'03"W); thence Northwestery along said curve and Southerly right-of-way boundary, through a central angle of 48°11'23", a distance of 21.03 feet to the point of tangency; thence N01°01'44"W, a distance of 50.00 feet to the Southwest corner of said Lot 43, said point being on the Northerly right-of-way boundary of Hyacinth Avenue and the beginning of a non-tangent curve, concaved Northwestery, having a radius of 25.00 feet (chord length of 20.41 feet, bearing N64°52'35"E); thence Northeasterly along said curve and Northerly right-of-way boundary, through a central angle of 48°11'23", a distance of 21.03 feet to the beginning of a reverse curve, concaved Southwestery, having a radius of 50.00 feet (chord length of 93.42 feet, bearing S70°06'42"E); thence Southeasterly along said curve and Northerly right-of-way boundary, through a central angle of 138°12'50", a distance of 120.61 feet, returning to the Point of Beginning.

SURVEYOR'S NOTES

- THIS IS NOT A BOUNDARY SURVEY.
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH BOUNDARY OF LOT 43, BLOCK 5 AS DENOTED GRAPHICALLY WITH "(BB)" AND BEING: S88°58'16"W, AS SHOWN ON RECORD PLAT.
- THE FOLLOWING DOCUMENTS USED IN PREPARATION OF THIS SURVEY WERE OBTAINED FROM THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA:
 -SUBJECT PARCEL PLAT: ORANGE BLOSSOM ESTATES, UNIT NO. 7, PLAT BOOK 6, PAGE 26
 -ADJACENT PARCEL LEGAL DESCRIPTIONS: OFFICIAL RECORDS BOOK 1660, PAGE 1934, AND OFFICIAL RECORDS BOOK 2934, PAGE 1548
- LEGAL DESCRIPTION SHOWN HEREON WAS GENERATED BY THIS OFFICE, BASED ON INSTRUCTIONS PROVIDED BY CLIENT.

CURVE TABLE

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	DELTA
C 1	S68° 04' 41"W	93.41'	120.57'	50.00'	138° 09' 55"
C 2	N66° 56' 03"W	20.41'	21.03'	25.00'	48° 11' 23"
C 3	N64° 52' 35"E	20.41'	21.03'	25.00'	48° 11' 23"
C 4	S70° 06' 42"E	93.42'	120.61'	50.00'	138° 12' 50"



Whisler & Associates, P.A.

- Professional Land Surveyors -

2832 West Rudland Road
 Avon Park, Florida
 Phone: 863.449.0905
 Web: www.WhislerPA.com
 Email: RWhisler@WhislerPA.com
 Florida Licensed Business Number 8138

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Ralph H. Whisler IV, PSM
 Florida Registration Number 7031

10/15/24

DATE

PROJECT NUMBER	HI-006-026-06
DESCRIPTION SKETCH COMPLETION DATE	10-14-2024
QA/QC REVIEW	RHW4
DRAFTSPERSON	RHWIII
DATE OF DRAWING	10-14-2024
DRAWING SCALE	1 INCH = 60 FEET
SURVEY EDITION	FIRST RELEASE

SHEET

1 of 1

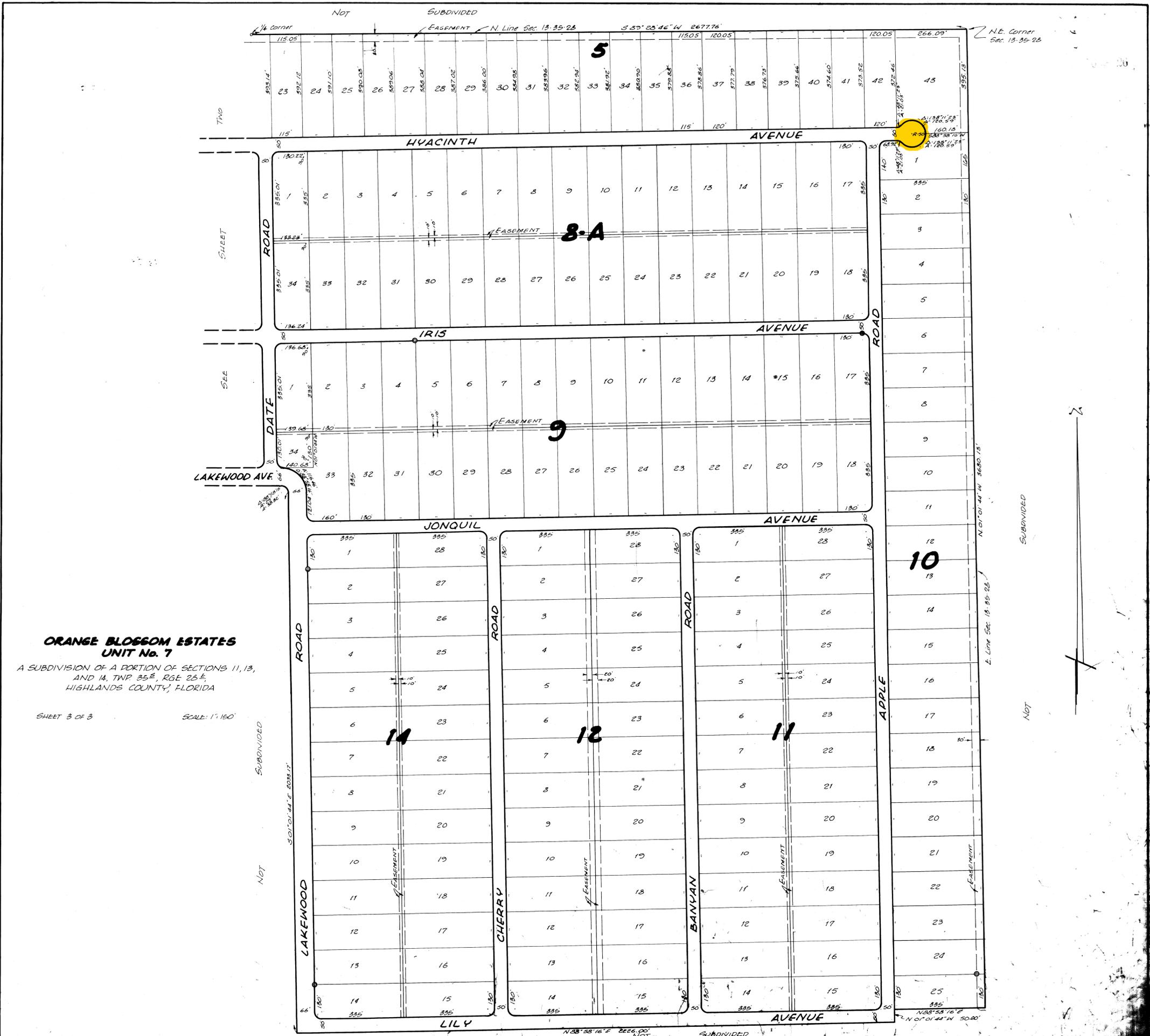
*Vacating of easements
per OA BK 1241 pg 96

DRAWING NUMBER
Plot Bk 6, 1/2, 26
Sheet 3 of 3
PUN HOLD CORPORATION - PINE CALIFORNIA
REGISTERED PROFESSIONAL LAND SURVEYOR

DRAWING NUMBER
PUN HOLD CORPORATION - PINE CALIFORNIA
REGISTERED PROFESSIONAL LAND SURVEYOR

DRAWING NUMBER
PUN HOLD CORPORATION - PINE CALIFORNIA
REGISTERED PROFESSIONAL LAND SURVEYOR

DRAWING NUMBER
PUN HOLD CORPORATION - PINE CALIFORNIA
REGISTERED PROFESSIONAL LAND SURVEYOR



**ORANGE BLOSSOM ESTATES
UNIT No. 7**

A SUBDIVISION OF A PORTION OF SECTIONS 11, 13,
AND 14, TWP. 35², RGE. 25^E,
HIGHLANDS COUNTY, FLORIDA

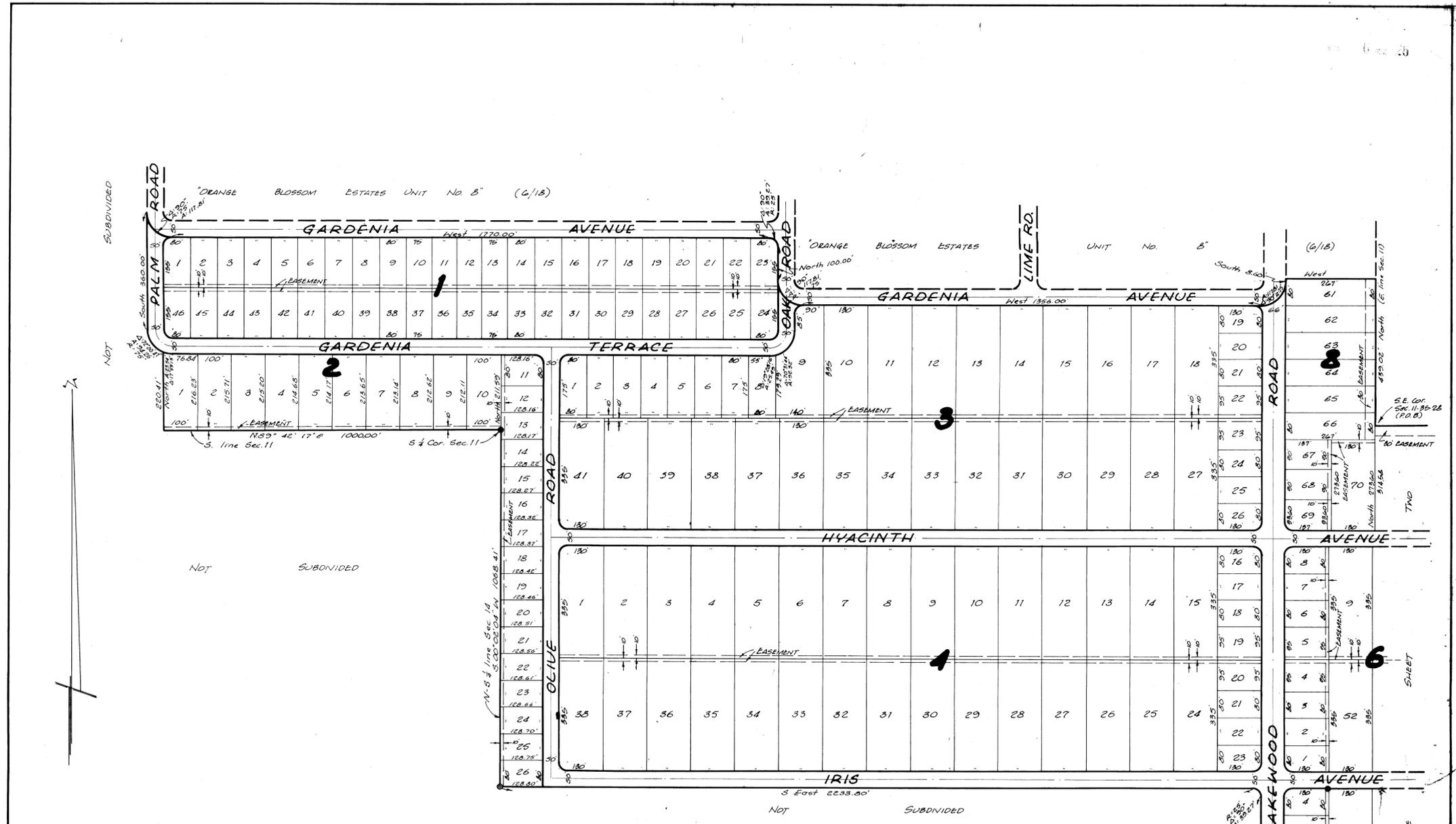
SHEET 3 OF 3 SCALE: 1"=150'

DRAWING NUMBER
 Plot Bk. 6, p. 26
 Sheet 1 of 3 sheets

DRAWING NUMBER
 PLANNED CORPORATION - IRVINE, CALIFORNIA
 REGISTERED PROFESSIONAL

DRAWING NUMBER
 PLANNED CORPORATION - IRVINE, CALIFORNIA
 REGISTERED PROFESSIONAL

DRAWING NUMBER
 PLANNED CORPORATION - IRVINE, CALIFORNIA
 REGISTERED PROFESSIONAL



ORANGE BLOSSOM ESTATES UNIT No. 5

A SUBDIVISION OF A PORTION OF SECTIONS 11, 13, AND 14, TWP. 35th, RGE. 28th,
 HIGHLANDS COUNTY, FLORIDA

Order No. 567
 F. B. No.



February, 1959
 Scale: 1" = 150'

HARRY C. SCHWEBKE AND ASSOCIATES OF FLORIDA, INC.
 LAND SURVEYORS
 LAKE PLACID, FLORIDA

SHEET 1 OF 3

STATE OF FLORIDA ss. This is to certify that the Board of County Commissioners of Highlands County, Florida, has officially approved this plat on this 17 day of Feb. A.D. 1959.

Attest: H.T. Piety Clerk James G. Creel Chairman
 H.T. Piety James G. Creel

STATE OF FLORIDA ss. I, H.T. Piety, Clerk of the Circuit Court of Highlands County, Florida, do hereby certify that I have examined this plat and that it complies in and with the laws of the State of Florida regulating the making of surveys and the filing for record of maps and plats, and have this day filed same for record in Book 6 of Plats at Page 26 of the Public Records of Highlands County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Sebring, Highlands County, Florida, this 23 day of Feb. A.D. 1959.

Signed: H.T. Piety
 H.T. Piety
 Clerk of the Circuit Court

STATE OF FLORIDA ss. I HEREBY CERTIFY That the attached plat entitled "ORANGE BLOSSOM ESTATES UNIT No. 5" is a true and correct representation of the land as recently surveyed and platted under my direction; Also that the Permanent Reference Monuments have been set as indicated in accordance with Section 7, Chapter 10275 (No. 253) of the laws of the State of Florida.

HARRY C. SCHWEBKE AND ASSOCIATES OF FLORIDA, INC.
 By: Alan W. Schwager
 Alan W. Schwager
 Registered Land Surveyor #1219
 State of Florida

Note:
 See Sheet 2 for Description and Dedication.



**ORANGE BLOSSOM ESTATES
 UNIT No. 7**

A SUBDIVISION OF A PORTION OF SECTIONS 11, 13,
 AND 14, TWP 35^S, RGE 28^E,
 HIGHLANDS COUNTY, FLORIDA

SHEET 2 OF 3

SCALE: 1"=150'

KNOW ALL MEN BY THESE PRESENTS: That ORANGE HIGHLANDS ESTATES, INC., a Florida corporation, has caused to be made the attached plat entitled "ORANGE BLOSSOM ESTATES UNIT No. 7", the same being a subdivision of a portion of Sections 11, 13, and 14, Township 35 South, Range 28 East, Highlands County, Florida, and more particularly described as follows: Begin at the Southeast Corner of said Section 11, Thence run North along the East line of said Section 11 for a distance of 439.02 to a point; Thence run West for a distance of 267.00 feet to a point; Thence run South for a distance of 260 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 75 feet; Thence run Southwesterly along the arc of said curve for a distance of 117.81 feet to the point of tangency; Thence run West for a distance of 1356.00 feet to point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 75 feet; Thence run Northwesterly along the arc of said curve for a distance of 117.81 feet to the point of tangency; Thence run North for a distance of 1000.00 feet to the point of curvature of a circular curve to the left, having for its elements a central angle of 90° and a radius of 25 feet; Thence run Northwesterly along the arc of said curve for a distance of 302.7 feet to the point of tangency; Thence run West for a distance of 1770.00 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 75 feet; Thence run Northwesterly along the arc of said curve for a distance of 117.81 feet to the point of tangency; Thence run South, tangent to the last described curve for a distance of 360.00 feet to the point of curvature of a circular curve to the left, having for its elements a central angle of 90° and a radius of 75 feet; Thence run Southwesterly along the arc of said curve for a distance of 94.26 feet to a point; Thence run South for a distance of 220.41 feet to a point on the South line of the West 1/2 of said Section 11; Thence run N 89°42'17" E, along the South line of the West 1/2 of said Section 11, for a distance of 1600.00 feet to the South 1/4 corner of said Section 11; Thence run S 0°02'04" W, along the North-South 1/4 Section line of said Section 14, for a distance of 1068.41 feet to a point; Thence run East for a distance of 2233.80 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 90° and a radius of 25 feet; Thence run Southeasterly along the arc of said curve for a distance of 302.7 feet to the point of tangency; Thence run South for a distance of 506.00 feet to a point; Thence run East for a distance of 3116.87 feet to the point of curvature of a circular curve to the right, having for its elements a central angle of 85°53'16" and a radius of 25 feet; Thence run Southwesterly along the arc of said curve for a distance of 328.22 feet to the point of tangency; Thence run S 101°44' E for a distance of 2033.11 feet to a point; Thence run N 88°58'16" E for a distance of 2220.00 feet to a point; Thence run N 101°44' W, 35 feet West of and parallel to the East line of said Section 13, for a distance of 50 feet to a point; Thence run N 88°58'16" E for a distance of 335.00 feet to a point on the East line of said Section 13; Thence run N 101°44' W along the East line of said Section 13 for a distance of 3660.13 feet to the N.E. corner of said Section 13; Thence run S 89°28'46" W, along the North line of the East 1/2 of said Section 13, for a distance of 2677.76 feet to the North 1/4 corner of said Section 13; Thence run S 88°10'01" W, along the North line of the West 1/2 of said Section 13, for a distance of 2662.50 feet to the Point of Beginning.

That the streets, as shown on the attached plat, together with all existing and future planting, trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the dedicators, their heirs, successors or assigns, the reversion or reversions thereof whenever discontinued by law.

IN WITNESS WHEREOF, we have hereunto set our hands and corporate seal this 16 day of Feb., A.D. 1959

STATE OF FLORIDA S.S. Before me this day personally appeared Nat Blum and Irwin L. FINL, COUNTY OF HIGHLANDS, President and Vice President, respectively of ORANGE HIGHLANDS ESTATES, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument as such officers, and who acknowledged that they executed the same freely and voluntarily for the purposes therein mentioned; That they affixed thereto the official seal of said corporation, all by and with the authority of the Board of Directors of said corporation, and that is a free act and deed of said corporation.

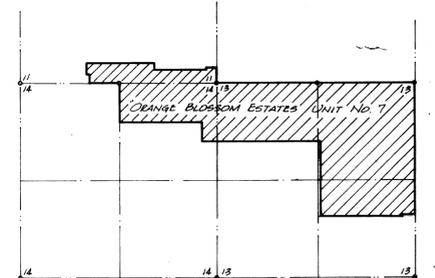
IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 16 day of Feb., A.D. 1959

My Commission expires: July 1, 1959 Margaret J. Mitchell
 Notary Public, State of Florida at large

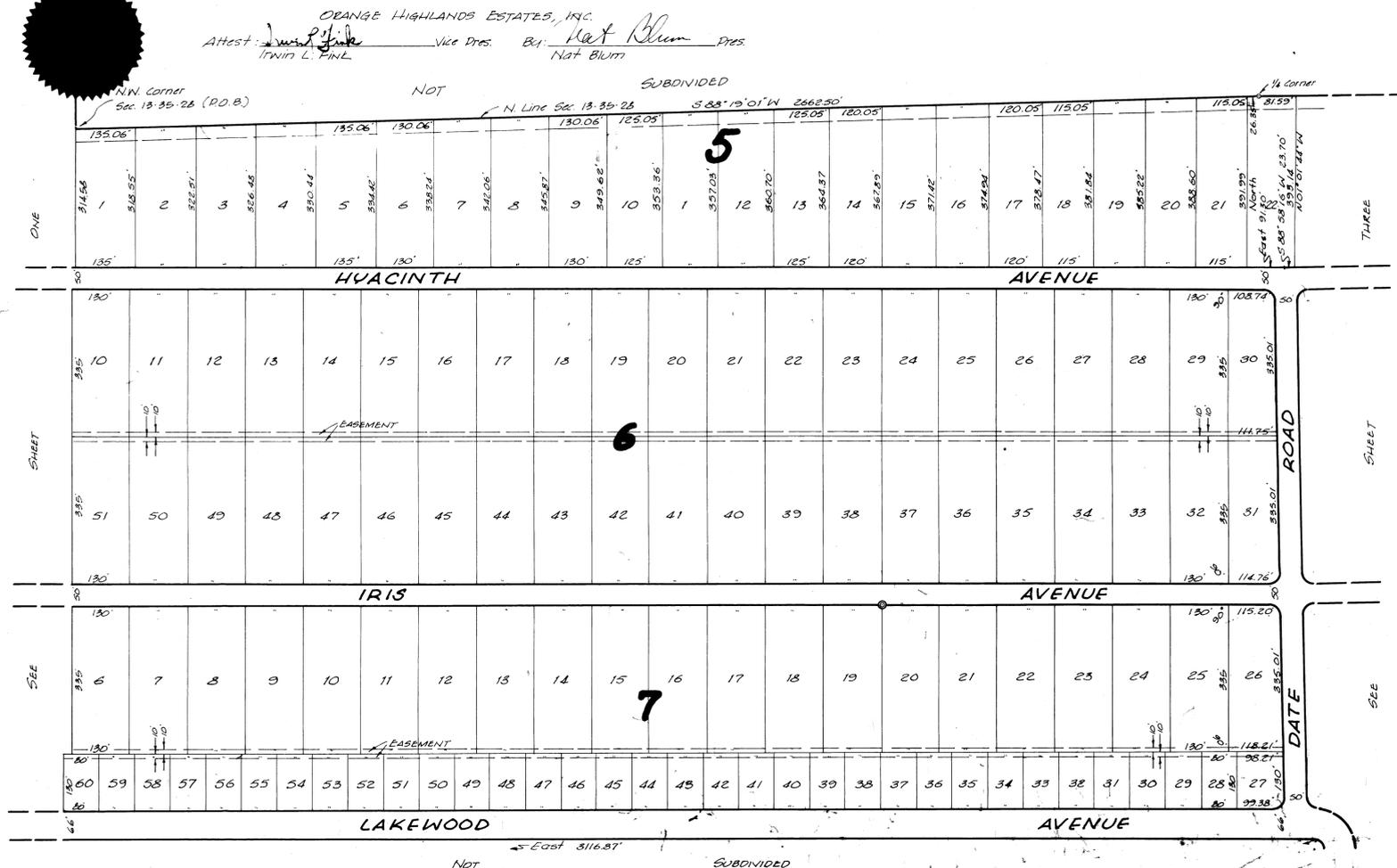
Note:
 See Sheet One for certifications by County Commission, Clerk of the Circuit Court, and Surveyor.

EASEMENT DESCRIPTION: The owners hereby expressly reserve for the County, the City, and the general public, easements along the rear of all lots as shown on the attached plat, for underground and overhead utilities, surface drainage, and for any purpose consistent with good practice for the development of this property, and easements of 10 feet along the side of each lot for surface drainage by swale or underground provision only, but limited if used to one side of any one lot.

SURVEYORS NOTES:
 Dimensions on corner lots are to the intersection of the block lines produced unless otherwise indicated.
 All radii are 25 feet unless otherwise indicated.
 • Denotes Permanent Reference Monument.
 The bearings shown are based on an assumed meridian.



LOCATION MAP
 Scale: 1"=2000'



AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Road Closure David McPherson

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

February 05, 2025

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:

Handwritten signature of Janet Emerson, followed by a horizontal line and the printed name Janet Emerson.

Sworn to and subscribed before me this 5th day of February 2025 by Janet Emerson, who is personally known to me.

Handwritten signature of Nancy Y Whirley, followed by a horizontal line and the printed name Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555, Notary expires: July 26, 2026.

00043192 00176629

KIM MCPHERSON
6309 E LANE
SEBRING, FL 33875



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO CLOSE ROADS

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of David W. and Kimberly D. McPherson will, on the 4th day of March 2025, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will close the roads described below and renounce and disclaim any rights of the County and the public in and to the roads and land in connection therewith. The roads are described as:

A portion of platted right-of-way, being the cul-de-sac portion of the Easterly terminus of Hyacinth Avenue, as shown on the plat of ORANGE BLOSSOM ESTATES, UNIT NO. 7, recorded in Plat Book 6, Page 26 of the Public Records of Highlands County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 43, Block 5 as shown on said plat, thence S88°58'16"W, along the South boundary of said Lot 43, a distance of 160.18 feet to a point on the right-of-way boundary of said Hyacinth Avenue and the Point of Beginning, said point being the beginning of a non-tangent curve, concave Northwesterly, having a radius of 50.00 feet [chord length of 93.41 feet, bearing S88°04'41"W]; thence Southwesterly along said curve and Southerly right-of-way boundary, through a central angle of 138°09'55", a distance of 120.57 feet to the beginning of a reverse curve, concave Southwesterly, having a radius of 25.00 feet [chord length of 20.41 feet, bearing N66°56'03" W]; thence Northwesterly along said curve and Southerly right-of-way boundary, through a central angle of 48°11'23", a distance of 21.03 feet to the point of tangency, thence N01°01'44" W, a distance of 50.00 feet to the Southwest corner of said Lot 43, said point being on the Northerly right-of-way boundary of Hyacinth Avenue and the beginning of a non-tangent curve, concave Northwesterly, having a radius of 25.00 feet [chord length of 20.41 feet, bearing N64°52'35"E]; thence Northwesterly along said curve and Northerly right-of-way boundary, through a central angle of 48°11'23", a distance of 21.03 feet to the beginning of a reverse curve, concave Southwesterly, having a radius of 50.00 feet [chord length of 93.42 feet, bearing S70°06'42"E]; thence Southwesterly along said curve and Northerly right-of-way boundary, through a central angle of 138°12'50", a distance of 120.61 feet, returning to the Point of Beginning.

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact HR Manager, ADA Coordinator at: 863-402-6809 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, by email: hrmanager@highlandssun.com. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
Arlene Tuck, CHAIRMAN
ATTEST: Jerome Kaye@BOSCL
Clerk of Court
Feb. 5, 2025

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Public hearing to consider adoption of Ordinance 24-25-07 and resolution 24-25-68 pertaining to amendments to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 9, Recreation and Parks Advisory Committee.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Ordinance 24-25-07 and resolution 24-25-68 pertaining to amendments to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 9, Recreation and Parks Advisory Committee.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Ordinance Amend RPAC.SGS.pdf](#)

Attachments: [Resolution.Re-establish RPAC membership and Repeal Res 99-34.SGS.pdf](#)

Attachments: [Statement of Issue RPAC ordinance.pdf](#)

Attachments: [Ordinance 24-25-07 aff.pdf](#)

ORDINANCE NO. 24-25-07

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 9, RECREATION AND PARKS ADVISORY COMMITTEE; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 9, RECREATION AND PARKS ADVISORY COMMITTEE, CREATING SECTION 12.09.200, MEMBERSHIP AND TERMS, AND AMENDING SECTIONS 12.03.901, 12.03.902, 12.03.903, 12.03.904, AND 12.03.905; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, in 1999 the County established the Recreation and Parks Advisory Committee ("RPAC") for the purpose of creating a balanced county-wide recreation program and integrated recreation facilities consistent with the Highlands County Comprehensive Plan, and thereafter RPAC was re-established in 2013, and codified in the County's Land Development Regulations, Chapter 12, Article 3, Division 9; and

WHEREAS, on October 15, 2024, the County adopted Ordinance No.: 24-25-02, which established a uniform guide for governing citizen and volunteer advisory committees and boards created by the County; and

WHEREAS, Highlands County desires to update and/or amend its Code to ensure that the regulations governing RPAC are consistent with the uniform guide established for governing all citizen and volunteer advisory committees and boards; and

WHEREAS, the County has determined that it is necessary, appropriate and in the best interest of the public health, safety, good order, convenience and general welfare to amend the Highlands County Code of Ordinances related to RPAC.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 9, RECREATION AND PARKS ADVISORY COMMITTEE, CREATING SECTION 12.09.200, MEMBERSHIP AND TERMS, AND AMENDING SECTIONS 12.03.901, 12.03.902, 12.03.903, 12.03.904, AND 12.03.905. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 9, Recreation and Parks Advisory Committee, Creating Section 12.09.200, Membership and Terms, and Amending Sections 12.03.901, 12.03.902, 12.03.903, 12.03.904, and 12.03.905, as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (*) indicate omitted parts which are intended to remain unchanged.**

A. Section 12.03.900, Membership and Terms, is hereby created as follows:

Section 12.03.900. Membership and Terms.

The Recreation and Parks Advisory Committee (“RPAC”) shall serve at the pleasure of the Board of County Commissioners pursuant to Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Committees, Boards and Commissions, Section 2-301, Membership and Terms. The initial members under the new composition of RPAC shall be adopted by Resolution. Thereafter, RPAC members shall be appointed every two (2) years at the last meeting in December before the start of the new term in January. If a person is appointed to fill a vacancy, the individual must first complete the term which he or she was appointed to fill and may thereafter apply for a full term.

B. Sections 12.03.901, 12.03.902, 12.03.903, 12.03.904, and 12.03.905 are hereby amended as follows:

Section 12.03.901. Composition of RPAC ~~recreation and parks advisory~~ committee.

RPAC shall be comprised of ~~42~~ five (5) voting members with one (1) member being appointed by each of the Commissioners pursuant to the following District representative jurisdictions: who are appointed by the Highlands County Board of County Commissioners. The members currently serving on RPAC shall continue to serve out their terms. Thereafter, appointment to and voting status on RPAC shall be according to the following categories of representation:

District 1 – Avon Park

District 2 – Spring Lake

District 3 – Sun N Lake

District 4 – Lake Placid

District 5 – Sebring

- ~~A. **Local government:** Ten voting members and five alternate voting members shall be nominated by local governments as follows:~~
- ~~1. Two voting members and one alternate voting member shall be nominated by the governing body of each municipality from within its jurisdiction (City of Avon Park, Town of Lake Placid, and City of Sebring);~~
 - ~~2. Four voting members and two voting alternates shall be nominated by the board of county commissioners from the unincorporated area of the county.~~
- ~~B. **County wide agency:** Two voting members and two voting alternates shall be nominated by a county wide agency as follows:~~
- ~~1. One voting member and one voting alternate member shall be nominated by the Highlands County School Board;~~
 - ~~2. One voting member and one voting alternate member shall be nominated by South Florida State College.~~

Section 12.03.902. - DELETED IN ITS ENTIRETY

~~**Term in office and Rotation schedule for RPAC members.**~~

- ~~A. The term in office for each RPAC member shall be four years and shall commence on the first RPAC meeting date after appointment. Each member may be reappointed for a consecutive four year term in accordance with the board of county commissioners policy on board appointments. Each member shall be limited to two consecutive terms of service on RPAC.~~
- ~~B. Whenever a vacancy occurs on RPAC, the recommending local government or agency will be notified by the parks and natural resources department that it may submit candidates to fill the vacancy. All appointments to RPAC shall be in accordance with the board of county commissioners policy on board appointments.~~

Section 12.03.903. Chairman and vice chairman.

A. Election.

1. There shall be one chairman and one vice chairman on RPAC, each with a term of one year. There shall be no limitation to the number of consecutive terms a chairman or vice chairman may serve ~~within the two four-year terms permitted each member~~. No RPAC member shall serve in the capacity as both chairman and vice chairman simultaneously.
2. ~~In January of each year, At the first RPAC meeting subsequent to the adoption of this article, at which a quorum is present, nominations will be taken from the floor to elect the chairman and vice chairman from among the members. Thereafter, ¶The chairman and vice chairman shall be elected at the RPAC meeting held in January of each year., if a quorum is present, or at the first meeting thereafter at which a quorum is present.~~ Each chairman and vice chairman shall be elected by a majority vote of RPAC members in attendance.

B. Duties.

1. The chairman of RPAC shall be responsible for maintaining a respectful and orderly environment during running the meetings.
2. The vice chairman shall be responsible for the chairman's duties in the absence of the chairman.

Section 12.03.904. Meetings, notices, quorums and voting protocols.

All meetings of and action taken by RPAC shall be conducted in accordance with the requirements of Florida law.

- ~~A. RPAC shall meet as the chairman deems necessary. Meetings will be posted at least 72 hours in advance of a scheduled meeting.~~
- ~~B. RPAC meeting notices shall be posted on the Government Center Public Information Board. The notice shall specify the date, time, and place for the RPAC meeting and shall incorporate a notice for appeals as required by Florida Statutes and a notice for persons requiring reasonable accommodation as provided in the Americans with Disabilities Act and F.S. § 286.26.~~
- ~~C. A quorum is required for every action of RPAC. The presence of seven voting members shall constitute a quorum. Action by RPAC shall require a vote of 75 percent the voting members in attendance. In the absence of a regular voting member nominated by a local government or county wide agency the alternate voting member nominated by that local government or county wide agency shall, if present, be a voting member for all purposes, including quorum and voting, during that meeting, until the regular voting member is present at the meeting.~~
- ~~D. RPAC meetings shall be conducted according to procedures and rules of order selected and agreed upon by majority vote of the RPAC voting members and in accordance with Florida Statutes.~~
- ~~E. No action shall be taken on any item that is not listed on the RPAC agenda, unless a finding is made as part of that action that mitigating circumstances of time and public necessity require quick action or that circumstances require emergency action.~~

Section 12.03.905. RPAC mission objectives.

- A. RPAC shall advise the board of county commissioners and its staff on issues pertaining to the creation of a balanced county-wide recreation program and integrated recreation facilities inventory, guided by the respective Recreation and Open Space Elements of the ~~Avon Park, Sebring, Lake Placid, and Highlands County Comprehensive Plans.~~ More specific objectives include, but are not limited to:
1. Identify the recreation constituencies using recreation resources within Highlands County and the incorporated communities;
 2. Identify the existing recreation resources being used by recreation type and facility in both the public and private sectors;
 3. Identify existing latent resources having recreational potential for being integrated into a county-wide recreation program;

4. Evaluate the potential for linkages to broader regional recreational programs and facilities, both existing and proposed;
 5. Identify user demand by recreation type and facility;
 6. Identify and prepare program scope and spatial criteria by recreation type and facility;
 7. Prepare a county-wide comprehensive recreation plan projecting user demand by recreation type and facility, incorporating program attributes and spatial criteria;
 8. Establish a priority system for program and facility development, incorporating existing and proposed resources guided by the spatial distribution of the users;
 9. Identify new revenue resources associated with selected recreation activities applicable to implementing the county-wide comprehensive recreation plan; and,
 10. Act as an advisory entity for governmental agencies within Highlands County on recreational matters.
- B. RPAC is advisory in nature and does not perform administrative, audit or oversight functions for any constituency group identified with RPAC.
- C. RPAC may be assigned additional authorities, duties or responsibilities, temporary or permanent as deemed necessary by the board of county commissioners to execute the mission objectives listed in subsection A of this section or to implement the policies of the respective comprehensive plans pertaining to recreation, parks, and open space.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 9, Recreation and Parks Advisory Committee, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER’S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Arlene Tuck, Chairwoman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

RESOLUTION NO. 24-25-068

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE REAPPOINTMENT OF THE RECREATION AND PARKS ADVISORY COMMITTEE AND REPEAL OF PRIOR RESOLUTION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION NO.: 99-34; PROVIDING FOR REAPPOINTMENT OF RPAC MEMBERS UNDER NEW COMPOSITION; 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 16, 1999, Highlands County adopted Resolution No.: 99-34, to establish the Recreation and Parks Advisory Committee (RPAC); and

WHEREAS, on March 19, 2013, Highlands County re-established RPAC by adopting Ordinance 12-13-09; however, Resolution No.: 99-34 was never repealed; and

WHEREAS, on October 15, 2024, in an effort to better define the criteria and qualifications for its volunteer and citizen advisory committees, Highlands County adopted Ordinance No.: 24-25-02, which established a uniform guide for such boards and committees; and

WHEREAS, on the date even herewith, Highlands County held a public hearing to update and amend its code regulations governing RPAC to be consistent with the uniform guide established by Ordinance No.: 24-25-02; and

WHEREAS, upon adoption of Ordinance No.: 24-25-07, Highlands County determined that the initial membership under the new composition of RPAC would need to be re-established by accompanying Resolution; and

WHEREAS, Highlands County has determined that it is necessary and appropriate and in the best interest of the public good order to adopt this Resolution re-establishing the membership of RPAC under the newly created composition set forth in Ordinance No.: 24-25-07.

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

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

SECTION 2. Repeal of Resolution No.: 99-34. Highlands County Resolution No.: 99-34, adopted on March 16, 1999, is hereby repealed in its entirety and shall have no further force and effect retroactive back to March 19, 2013.

SECTION 3. Reappointment of RPAC Members Under New Composition.

A. The following individuals shall be re-appointed to serve on RPAC as member representatives of each corresponding District for the initial term specified:

DISTRICT/MEMBER	INITIAL TERM EXPIRATION
District 1 Avon Park – Danielle Phillips	December 31, 2026
District 2 Spring Lake – Isreal Serrano	December 31, 2026
District 3 Sun N Lake – Ariel Fells	December 31, 2026
District 4 Lake Placid – Carolyn Morrison	December 31, 2026
District 5 Sebring – Cody Higgins	December 31, 2026

B. After the initial term, RPAC members shall be appointed every two (2) years at the last meeting in December before the start of the new term in January.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the Board of County Commissioners of Highlands County, Florida pertaining to the re-establishment of the membership of RPAC under the new composition and repeal of Resolution No.: 99-34, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener’s Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. 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 9. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Arlene Tuck, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Statement of Issue

At the request of the Board of County Commissioners, the County Attorney's Office initiated the process of updating the various Committees, Boards, and Commissions (collectively referred to as "Committee(s)") established by the Highlands County Board of County Commissioners. These updates aim to streamline the process for member appointments to all Committees created by Highlands County. On October 15, 2024, the Board approved Ordinance 24-25-2, establishing a consistent and more refined process for the appointment, removal, membership, and term of members of the various Committees established by the County that are not governed by Florida law.

Following the adoption of Ordinance 24-25-02, the County Attorney's Office team began the process of updating each Committee's governing document to reflect the principles adopted by the Board.

The Recreation and Parks Advisory Committee (RPAC) is the first Committee to be updated under the new guidelines. In 1999, the County established RPAC for the purpose of creating a balanced county-wide recreation program and integrated recreation facilities consistent with the Highlands County Comprehensive Plan. RPAC was re-established in 2013 and codified in the County's Land Development Regulations, Chapter 12, Article 3, Division 9.

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. County Ordinance No. 24-25-07

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

February 19, 2025

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

SIGNED:

Handwritten signature of Janet Emerson, followed by a horizontal line and the printed name Janet Emerson.

Sworn to and subscribed before me this 19th day of February 2025 by Janet Emerson, who is personally known to me.

Handwritten signature of Nancy Y Whirley, followed by a horizontal line and the printed name Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555, Notary expires: July 26, 2026

00028885 00178041

BOARD OF COUNTY COMMISSIONERS (HNS)
600 S COMMERCE AVE
SEBRING, FL 33871-1926



NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

NOTICE OF PUBLIC HEARING TO CONSIDER COUNTY ORDINANCE NO. 24-25-07

NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

NOTICE is hereby given that the Highlands County Board of County Commissioners will hold a public hearing on March 4th, 2025, at 9:00 a.m. or as soon thereafter as possible, in the County Commissioners' Board Room of the Government Center, 600 South Commerce Avenue, Sebring, Florida for the purpose of considering enactment of the following ordinance.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 9, RECREATION AND PARKS ADVISORY COMMITTEE; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 9, RECREATION AND PARKS ADVISORY COMMITTEE, CREATING SECTION 12.09.200, MEMBERSHIP AND TERMS, AND AMENDING SECTIONS 12.03.901, 12.03.902, 12.03.903, 12.03.904, AND 12.03.905; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

A copy of the ordinance is available for inspection in the office of the County Administrator, 600 South Commerce Avenue, Sebring, Florida 33870. All interested persons may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Sherrl Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: hrmanager@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA
By: Arlene Tuck, Chairperson
Feb. 19, 2025

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request direction to begin preliminary operational activities for the Wildflower Extension project and provide support for implementing the project within the CFS (Infrastructure Surtax) 25/26 programmed funding.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve staff to begin preliminary operational activities for the Wildflower Extension project and provide support for implementing the project within the CFS (Infrastructure Surtax) 25/26 programmed funding.

FISCAL IMPACT

Total Fiscal Impact of \$687,500 with \$47,500 being appropriated within current Wildflower Extension Project #18047, Cost Center 4102A, Account 56301Z and \$640,000 for Construction and Environmental Impacts from the FY 25/26 Road Construction Infrastructure Surtax (Fund 151) Fund.

Attachments: [STATEMENT OF ISSUE - WILDFLOWER EXT..pdf](#)

Attachments: [Wildflower Ext. Project Location Map.pdf](#)

Attachments: [Board_Provided_Wildflower_Ext._Images.pdf](#)

STATEMENT OF ISSUE

The roadway extension connecting Placid Lakes and Leisure Lakes has been discussed at various times regarding connectivity needs and overall improvement of our transportation system. Attempts have been made to attain Grant funding for this roadway segment but have not materialized. Recent discussion involving Grant funding have been negative and currently we see no opportunity except to utilize County funding for the construction. The right-of-way has been purchased and this project can only move forward with an internal decision to provide construction dollars from our allotted programmed funding. We are requesting direction on utilizing a portion of the FY 2025- 2026 programmed CFS funding for construction to be completed by County personnel. There are currently remaining funds of \$57,609.85 within the Wildflower Extension project that was initiated at the inception of the land purchase and conceptual design. Below, are the estimated fiscal impact portions from that project, as well as other cost centers.

- Estimated Fiscal Impact of \$25,000 for the design and permitting of the roadway from Wildflower Extension Project #18047, Cost Center 4102A, Account 56301Z.
- Estimated Fiscal Impact of \$18,500 from Wildflower Extension Project #18047, Cost Center 4102A, Account 56301Z for Natural Resources for labor, equipment, permitting needs, and purchase of environmental survey supplies.
- Estimated Fiscal Impact of \$4,000 from Wildflower Extension Project #18047, Cost Center 4102A, Account 56301Z for Road & Bridge Maintenance labor and equipment needs.
- Potential Impact of 20 skink credits from the Lake Grassy Scrub Skink Mitigation Bank.
- Estimated Fiscal Impact of \$640,000 from the Road Construction CFS Infrastructure Surtax (Fund 151) for Construction (\$580,000) and Environmental Impacts (\$60,000)



REVISIONS		
DATE	BY	DESCRIPTION

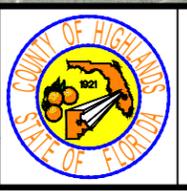
STATUS
CONCEPTUAL

DESIGNED BY: J.D. LANGFORD, JR., P.E.
 DRAWN BY: STACEY MAHONEY
 CHECKED BY: J.D. LANGFORD, JR., P.E.
 IN CHARGE: CLINTON HOWERTON, P.E.
 DATE: 1/30/2025

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

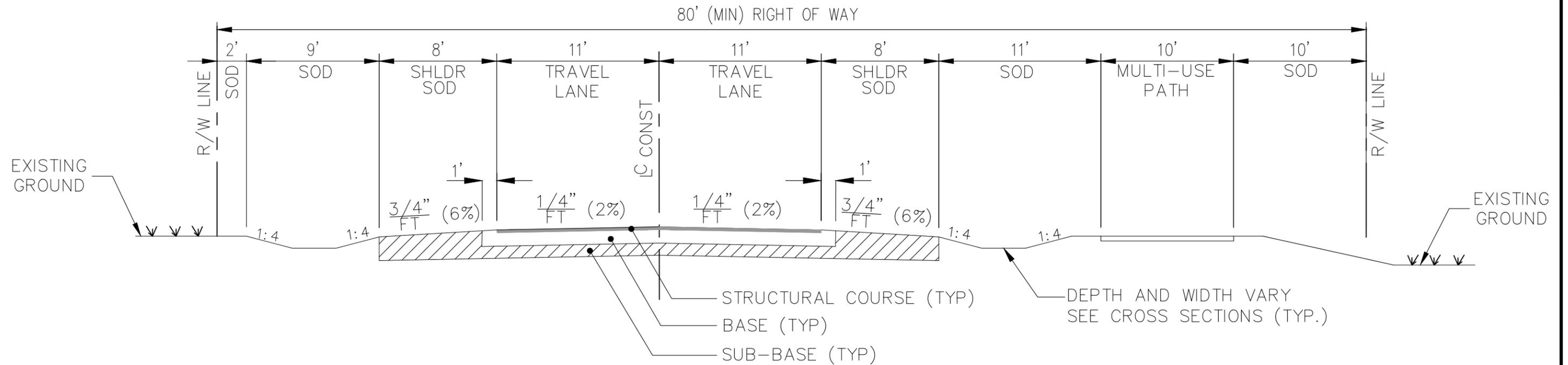
APPROVED BY: CLINTON HOWERTON, JR., P.E.
 FLORIDA REGISTRATION NO.: 61021

DATE: _____



DAFFODIL STREET
EXTENSION
 PROJECT LOCATION MAP

SCALE:	
HORIZ. 1"=500'	VERT. N/A
PROJECT NO. N/A	REV. 0
SHEET 1 OF 1	



STRUCTURAL COURSE: 1 1/2" SUPERPAVE ASPHALTIC CONCRETE, TYPE SP-9.5.

BASE COURSE: OPTIONAL BASE, BASE GROUP 6.

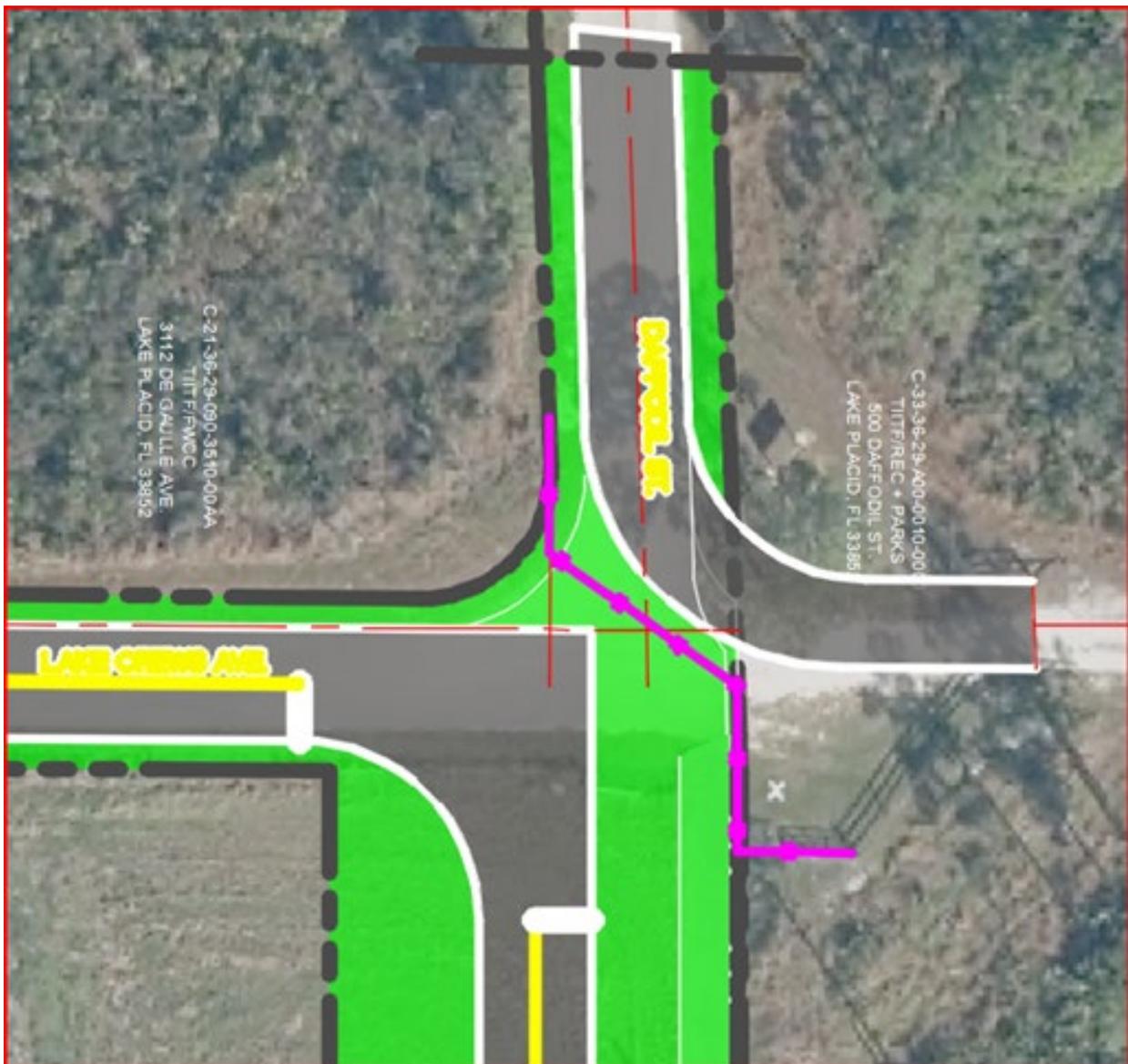
STABILIZATION: SUB-BASE AND SHOULDERS 12" THICK OF STABILIZATION COMPACTED TO A MINIMUM DENSITY OF 98% AS PER AASHTO T-180.

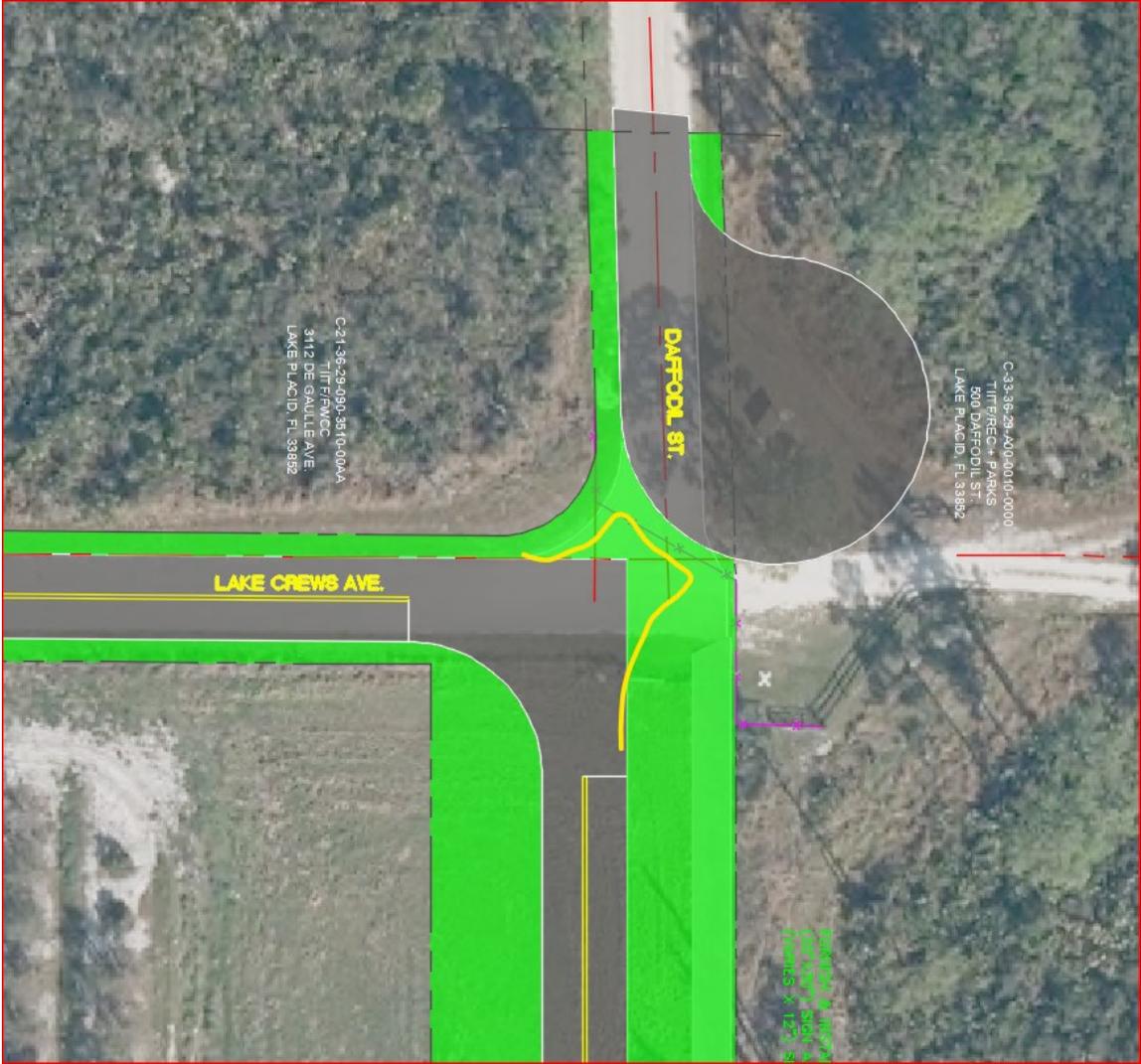
REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, JR., P.E.	DRAWN BY: STACEY MAHONEY	CHECKED BY: J.D. LANGFORD, JR., P.E.	IN CHARGE: CLINTON HOWERTON, P.E.	DATE: 1/30/2025	APPROVED BY: CLINTON HOWERTON, JR., P.E. FLORIDA REGISTRATION NO.: 61021	DATE:		DAFFODIL STREET EXTENSION TYPICAL SECTION		SCALE: HORIZ. N/A VERT. N/A
DATE	BY	DESCRIPTION										PROJECT NO. N/A	REV. 0	
			CONCEPTUAL											

****The following images were provided to the Commission at the previous Board meeting on Tuesday, February 18th. These images reflect the intersection of Lake Crews Ave, Daffodil St, and the proposed Wildflower Extension depicting the following:

1. How the Extension would turn left/west on Lake Crews Ave to proceed to Wildflower St.
2. How the connection of Daffodil to the south would be severed, but still connect to the entrance of the State Park.

The variance of the two images is only that one represents a full cul-de-sac improvement that would only be possible with right-of-way attainment from the State Park. The shaded pink line represents a proposed fence that would be implemented after construction of the Extension.





**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Ty Little, Projects Manager, Parks & Facilities

SUBJECT/TITLE: Request approval of TOA 2-1 for Sebring Health Department Roof Restoration.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve TOA 2-1 for Sebring Health Department Roof Restoration.

FISCAL IMPACT

The fiscal impact is \$529,979.07 currently budgeted in Fund 151 (Infrastructure Surtax), cost center 2672A (Facility Management), account 56200Z (Project Buildings), Project 21053 (Sebring Health Department Roof). Sebring Health Department will reimburse the County after project completion.

Attachments: [Granicus Statement of Issue.pdf](#)

Attachments: [TOA 2 .1 Health Dept Roof.pdf](#)

This TOA provides for the roof restoration of the Sebring Health Department utilizing WTI as a Board approved CMAR with a contract establish on 1/4/2024. WTI will pressure wash, insulate, and apply polyester reinforced fabric and top coat to the roof.

V05/20/2024

Exhibit "A" **Scope of Work**

Project: Sebring Health Department Roof Restoration

The CMaR is to provide, in addition to the Pre-Construction Phase, the following services for the Project. The CMaR shall keep the COUNTY informed of the progress of such work.

TASK 1. Mobilization, Staging, and Material Acquisition

Will consist of the time, equipment, safety, materials, and sundries necessary to properly mobilize and demobilize the project. Included is the time necessary for the proper supervision to

manage the project and the necessary equipment and material to assist in the mobilization,

demobilization, and supervision of the project.

equipment rental including but not limited to:

- Safety Equipment
- Portable Restrooms
- Public/Protection-Barricades
- Storage Trailer
- Forklift/Lull

Deliverables:

Arrive on-site with necessary materials and equipment

TASK 2: Pressure Wash Roof

Will Pressure wash roofs with minimum 2800 PSI pressure washer for clean surface to adhere fluid-applied membrane.

Deliverables:

Clean roof for product adherence

TASK 3: Insulation

Add additional crickets to Roof Area B to create additional positive slope. Mechanically fasten the insulation with appropriate fasteners and plates. Fastening pattern shall meet wind uplift requirements.

Deliverables

Install insulation

TASK 4: Drain/Detail Work

Prep drains and penetrations as required by the roofing manufacturer. At drains, remove clamping rings, hardware at 25 main drain and 25 overflow drain locations. Trim existing flashings to where the drain bowl turns down and wire wheel/brush interior of drain bowl. Clean to bright metal. Prime inside of drain bowl with AlphaGuard M-Prime and allow to dry. Install pre-cut permafab triangles at drains. Fully embed with AlphaGuard BIO Base

V05/20/2024

Coat at 4 gal/square. Assure liquid flashing extends into the drain. Install AlphaGuard BIO Top Coat at 3 gal/square. Reinstall drain hardware after AlphaGuard Top Coat has cured. At metal pitch pans, vents, etc wire wheel/brush to bright metal and prime with AlphaGuard M-Prime and allow to dry.

Deliverables

Complete Drain/Detail Work

TASK 5: AlphaGuard BIO Base Coat

Apply AlphaGuard BIO Base Coat and 40" polyester reinforced fabric (permafab) at all laps, seams, penetrations, and flashings. AlphaGuard Base Coat shall be applied at 4 gal/square (64 wet mils).

Deliverables

AlphaGuard BIO Base Coat applied

TASK 6: AlphaGuard BIO Top Coat

Apply AlphaGuard BIO Top Coat to all seams, penetrations, flashings, and field of roofs at a rate of 3 gal/square (48 wet mils). This must be done within 72 hours of the base coat being installed or will need to be primed with Geogard primer.

Deliverables

AlphaGuard BIO Top Coat applied

TASK 7: Demobilize

Clean-up trash, debris, and remove tools and equipment from jobsite.

Deliverables

Clean work site

TASK 8: Final Walk-thru and Warranty

Walk roof areas with roofing manufacturer, owner's representative, and installing contractor (WTI). If any items are found via punch list, these items will be completed by WTI in a timely manner at no cost to the owner.

Deliverables

On-site Walk-thru and warranty

V05/20/2024

Exhibit "B"
Fee Schedule-Construction Phase

Sebring Health Roof Restoration		
TASK	DESCRIPTION	FEE
1	Mobilization, Staging, and Material Acquisition	\$218,132.00
2	Pressure Wash Roofs	\$6,690.00
3	Insulation	\$14,950.00
4	Drain/Detail Work	\$35,148.00
5	AlphaGuard BIO Base Coat	\$153,632.00
6	AlphaGuard BIO Top Coat	\$86,427.00
7	Demobilize	\$10,000.00
8	Final Walk-Thru and Warranty	\$5,000.00
GMP FIXED FEE (Including Reimbursable Expenses)		\$ 529,979.10

V05/20/2024

Exhibit "C"
Construction Schedule

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form and revised Purchase Order, the CMaR will promptly initiate the Scope of Services outlined above. Substantial Completion within sixty (60) calendar days and Final Completion within thirty (30) thereafter (for a total of ninety (90) calendar days) from the final execution of this Construction Phase Authorization form.

Description	Start Date	End Date	Duration (Days)
Approve Construction Task Authorization	2/3/25	2/28/25	25
Notice to Proceed Provided	2/21/25	2/21/25	1
Mobilize On-Site/Start Date	3/10/25	3/10/25	1
Pressure Wash	3/11/25	3/13/25	3
Add Insulation	3/17/25	3/21/25	5
Drain Detail Work	3/24/25	3/28/25	5
Install AG BIO Base Coat	3/31/25	4/18/25	15
Install AG BIO Top Coat	4/21/25	5/2/25	10
Clean-up & Demobilize	5/5/25	5/9/25	5

V05/20/2024

Exhibit "D"
CMaR Staff

Construction Staff			
Name	Role	Contact Number	Email
Thomas Wessels	Field Advisor	407-375-0713	twessels@tremcoinc.com
Justin Ranck	Senior Field Advisor	407-221-0539	jrancck@tremcoinc.com
Jeremy DeMuth	Construction Manager	216-527-2343	jdemuth@wtiservices.com
Steve Reeves	WTI Supervisor	813-436-7042	sreeves@tremcoinc.com

V05/20/2024

EXHIBIT "E"
Construction Team

See below.

Construction Staff			
Name	Role	Contact Number	Email
Thomas Wessels	Field Advisor	407-375-0713	twessels@tremcoinc.com
Justin Ranck	Senior Field Advisor	407-221-0539	jranck@tremcoinc.com
Jeremy DeMuth	Construction Manager	216-527-2343	jdemuth@wtiservices.com
Steve Reeves	WTI Supervisor	813-436-7042	sreeves@tremcoinc.com

V05/20/2024

EXHIBIT "F" Plans/Drawings

See below.



V05/20/2024

Exhibit "G"
COUNTY CLAUSES

The CONSULTANT agrees to the following County Clauses in addition to the requirements of the Master Agreement:

V05/20/2024

FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statutes, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Consideration of Statement of Legislative Intent seeking direction from the Board to re-establish the Local Business Tax Act (formerly known as the Occupational License Tax Act).

STATEMENT OF ISSUE

RECOMMENDED ACTION

Motion to instruct staff to research the business classification and rate structure of neighboring Counties and draft an appropriate ordinance for consideration in Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Statement of Leg Intent Business Tax \(Occupational License\) \(2025.02.13\).SGS.pdf](#)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Consideration of Statement of Legislative Intent seeking direction from the Board to re-establish the Local Business Tax Act (formerly known as the Occupational License Tax Act).

STATEMENT OF ISSUE

STATEMENT OF LEGISLATIVE INTENT

On May 23, 1972, by way of Ordinance # 72-1, the Highlands County Board of County Commissioners established the levying of an occupational license. The occupational license fee in Highlands County was effective until July 25, 2006, when repealed by Ordinance # 05-06-35. Effective January 1, 2007, Florida Statutes, Section 205.022, was modified to change the name of the Occupational License Tax Act to the Local Business Tax Act. Similar to the occupational license fee, the business tax receipt is a fee charged for the privilege of engaging in a business or profession and may be issued annually by both a county and a city.

Prior to the repeal of the occupational license fee, it provided Highlands County with an annual revenue of approximately \$150,000.00. This amount does not include the lost revenue from other sources wherein County services associated with the occupational license process were suspended.

With the repeal of the occupational license, Highlands County also lost the ability to track and verify the types of businesses operating within Highlands County, which is important for the Economic Development tool, as well as a matter of safety for building occupants and first responders in times of emergencies. Additionally, the repeal of the occupational license has caused difficulty in the County's ability to enforce other sections of its Code of Ordinances, such as those described in Chapter 12, Article 5, Division 2, sec. 12.05.227 (G); Chapter 3, sec. 3-2(d)(2); Chapter 8.5, Article II sec.8.5-27(f); and Chapter 12- Article 5- Division 5, Article 5- Division 5-sec 12.05.501 u.3 h. viii (b).

Currently, Highlands County has over 2000 businesses registered with the State of Florida. Many businesses need proof of a business tax receipt in order to bid on projects, receive grants, receive loans and/or for various other operational type functions.

Florida Statutes, Section 205.0535 authorizes Highlands County to classify businesses, professions, and occupations and establish by ordinance a new rate structures for the implementation of a local business tax. The business tax rate structure and classifications must be reasonable and based upon the rate structure and classifications prescribed in ordinances adopted by adjacent local governments which have implemented the provisions of Section 205.0535.

The purpose of this Statement of Legislative Intent is to determine whether the Board is interested in re-establishing a business tax in our County.

RECOMMENDED ACTION

Motion to instruct staff to research the business classification and rate structure of neighboring Counties and draft an appropriate ordinance for consideration in Highlands County.

FISCAL IMPACT

The fiscal impact would be staff and legal time to complete any necessary steps to research and develop an ordinance.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: J.D. Langford, P.E., Assistant County Administrator

SUBJECT/TITLE: Sebring and Avon Park Proposed Transfers

STATEMENT OF ISSUE

RECOMMENDED ACTION

Request for direction and consensus of the Board to continue working with FDOT, Sebring and Avon Park related to the Roadway transfer agreement.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [SKM_C364e17080812311.pdf](#)
Attachments: [Avon Park Proposed Transfer.pdf](#)
Attachments: [Sebring Proposed Transfers.pdf](#)
Attachments: [Statement of Issue Road Transfer.pdf](#)



City of Fort Myers, Florida

P.O. Box 2217, Fort Myers, FL 33902-2217
Telephone (239)321-7216 Fax (239)344-5940

Richard Moulton
Public Works Director
E-mail: rmoulton@cityftmyers.com

August 4, 2017

Mr. Steve Walls
Southwest Area Office Director
Florida Department of Transportation
10041 Daniels Parkway
Fort Myers, FL 33913

Re: Request for Jurisdictional Transfer
Portions of SR 739 in Lee County

Dear Mr. Walls,

Please accept this letter as a request for FDOT to commence the process to transfer jurisdiction of a parcel associated with SR 739 as depicted in the attached sketch and description. The parcel is at the southwest corner of the intersection of Fowler Street with Edwards Drive. The City is agreeable to the transfer and is willing to start negotiations.

If you should have any questions regarding this request, please do not hesitate to contact me.

Regards,

Richard Moulton
Public Works Director
City of Fort Myers

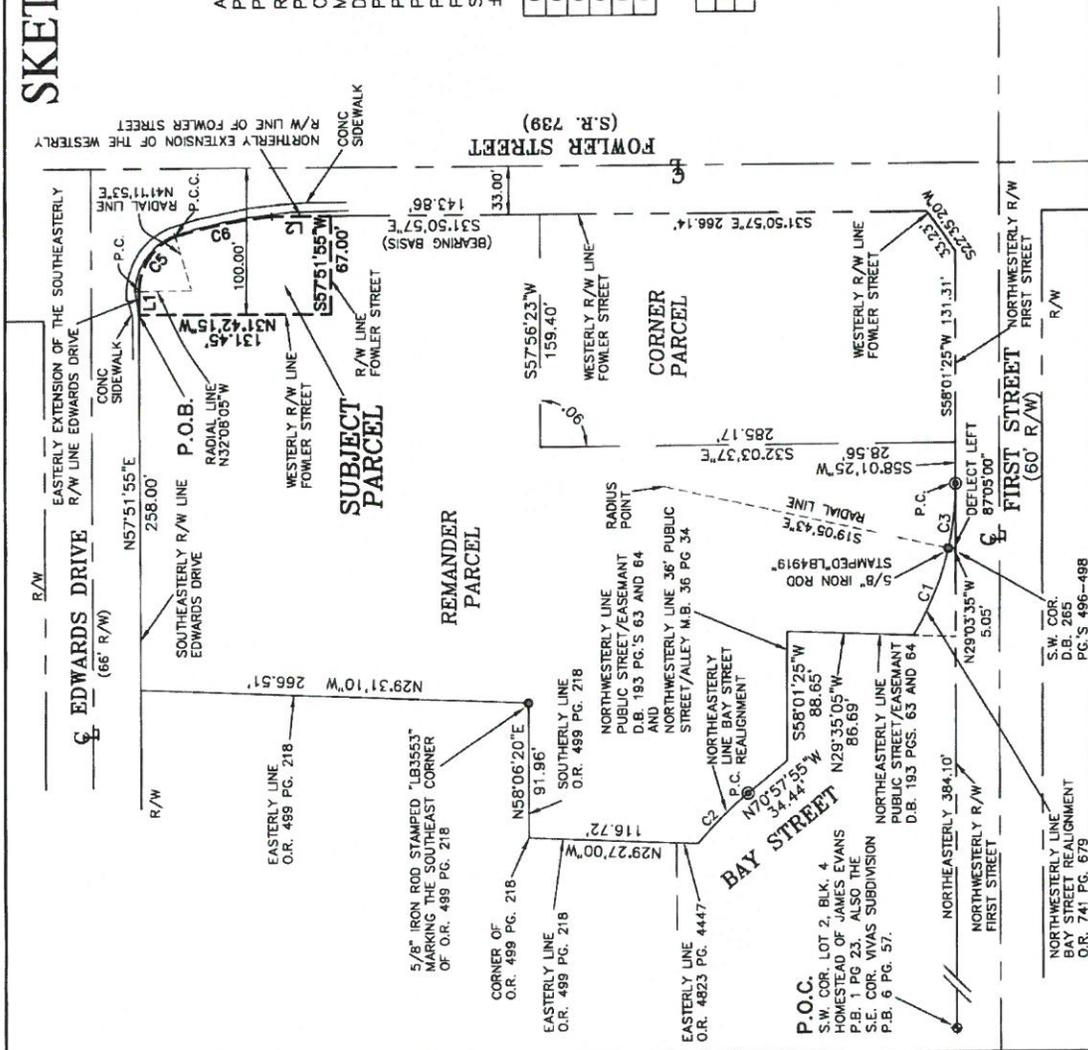
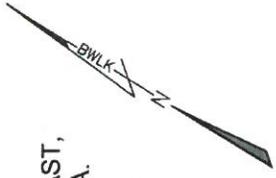
cc: Saeed Kazemi, P.E., City Manager
Nicole Monahan, P.E., City Engineer

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND
LYING IN

SECTION 13, TOWNSHIP 44 SOUTH, RANGE 24 EAST,
CITY OF FORT MYERS, LEE COUNTY, FLORIDA.

ABBREVIATIONS:
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R/W = RIGHT-OF-WAY
 P.B. = PLAT BOOK
 O.R. = OFFICIAL RECORDS BOOK
 M.B. = MISCELLANEOUS BOOK
 D.B. = DEED BOOK
 P.C. = POINT OF CURVE
 P.C.C. = POINT OF COMPOUND CURVE
 P.T. = POINT OF TANGENCY
 PG. = PAGE
 PGS. = PAGES
 SQ. = SQUARE
 ± = MORE OR LESS



CURVE	RADIUS	DELTA ANGLE	ARC	CHORD LENGTH	CHORD BEARING
C1	200.00'	18°30'00"	64.58'	64.30'	S80°09'18"W
C2	240.00'	11°36'20"	48.61'	48.53'	N76°46'05"W
C3	200.00'	12°52'52"	44.96'	44.87'	S64°27'51"W
C5	40.00'	68°21'39"	47.72'	44.94'	S87°57'15"E
C6	350.00'	11°03'42"	67.57'	67.47'	S43°16'16"E

LINE	BEARING	DISTANCE
L1	N57°51'55"E	16.00'
L2	S31°50'57"E	40.00'

*** THIS IS NOT A SURVEY ***

Bean, Whitaker, Lutz & Kareh, Inc.

SCOTT C. WHITAKER, R.L.S.
 Florida Certificate No. 4324

CAMPO FELICE / SKETCH OF DOG PARK AREA

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4819)

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5910 (239) 481-1331

SK34236_EDWARDS_DOG_PARK.DWG

PROJECT NO. 34236

DRAWN BY SFS

SCALE 1" = 100'

SHEET 1 OF 1

FILE NO. (S-1-4)

13-44-24



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

A Parcel of Land
Lying in
Section 13, Township 44 South, Range 24 East
City of Fort Myers, Lee County, Florida
(Campo Felice – Dog Park Area)

A parcel of land lying within the right-of-way of Fowler Street (right-of-way width varies) (State Road 739) as shown in Florida Department of Transportation right-of-way map section 12001-2509, situated in the State of Florida, County of Lee, City of Fort Myers, Section 13, Township 44 South, Range 24 East, and further described as follows:

Commencing at the southwest corner of Lot 2, Block 4 of Homestead of James Evans (which point is also the southeast corner of Vivas Subdivision, according to the map or plat thereof recorded in Plat Book 6, Page 57, of said Public Records); thence run northeasterly along the northwesterly right-of-way of First Street for 384.10 feet to the southwest corner of those lands described in Deed Book 265, Pages 496 to 498; thence deflect $87^{\circ}05'00''$ to the left and run $N29^{\circ}03'35''W$ along the southwesterly line of said lands for 5.05 feet to a $5/8''$ iron rod with cap stamped LB4919 marking the northwesterly line of Bay Street realignment according to a taking description recorded in Official Record Book 741 at Page 679, being an intersection with a curve concave to the northwest having a radius of 200.00 feet and to which point a radial line bears $S19^{\circ}05'43''E$; thence run southwesterly along the northwesterly line of said Bay Street realignment and along said curve to the right (chord bearing $S80^{\circ}09'18''W$) through a central angle of $18^{\circ}30'00''$ for an arc distance of 64.58 feet to an intersection with the northeasterly line of a Public Street/Easement as recorded in Deed Book 193 at Pages 63 and 64; thence $N29^{\circ}35'05''W$ along said northeasterly line of said public street/easement for 86.69 feet; thence $S58^{\circ}01'25''W$ parallel with the northwesterly line of First Street and along the northwesterly line of said public street/easement and the northwesterly line of a 36' wide Public Street/Alley as recorded in Miscellaneous Book 36 at Page 34 for 88.65 feet to the northeasterly line of said Bay Street realignment; thence $N70^{\circ}57'55''W$ along said northeasterly line of said Bay Street realignment for 34.44 feet to the beginning of tangent curve to the left having a radius of 240.00 feet; thence continue northwesterly along said curve and the northeasterly line of said Bay Street realignment through a central angle of $11^{\circ}36'20''$ for an arc distance of 48.61 feet to the easterly line of a parcel described in Official Record Book 4823 at Page 4447; thence $N29^{\circ}27'00''W$ along the easterly line of said parcel and the easterly line of a parcel described in Official Record Book 499 at Page 218 for 116.72 feet to a corner of said parcel described in Official Record Book 499 at Page 218; thence $N58^{\circ}06'20''E$ along the southerly line of said parcel for 91.96 feet to a $5/8''$ iron rod with cap stamped LB3553 marking the southeast corner of said parcel; thence $N29^{\circ}31'10''W$ along the easterly line of said parcel for 266.51 feet to the southeasterly right-of-way line of Edwards Drive; thence $N57^{\circ}51'55''E$ along said

Continued . . .

PRINCIPALS:
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:
JAMES A. HESSLER, PSM
ROBERT L. CARMELIA, PSM
STEPHEN F. SHAWLES II, PSM
MUNIR R. SULEH, PE, MSEE

A Parcel of Land
Lying in
Section 13, Township 44 South, Range 24 East
City of Fort Myers, Lee County, Florida
(Campo Felice – Dog Park Area)
- Continued -

southeasterly right-of-way line for 258.00 feet to the to an intersection with a line 100 feet, as measured on a perpendicular, from the centerline of Fowler Street (State Road 739) and the Point of Beginning; thence continue N57°51'55"E along the easterly extension of said southeasterly right-of-way line of Edwards Drive for 16.00 feet to beginning of a curve concave to the southwest having a radius of 40.00 feet and to which point a radial line bears N32°08'05"W; thence continue southeasterly along said curve to the right through a central angle of 68°21'39", chord bearing S87°57'15"E, for an arc distance of 47.72 feet to a point of compound curvature, said curve having a radius of 350.00 feet and to which point a radial line bears N41°11'53"E; thence continue southeasterly along said curve to the right through a central angle of 11°03'42", chord bearing S43°16'16"E, for an arc distance of 67.57 feet to an intersection with the northerly extension of the westerly right-of-way line of said Fowler Street lying 33.00 feet from the centerline; thence S31°50'57"E along said northerly extension for 40.00 feet to the southerly right of way line of said Fowler Street; thence S57°51'55"W along said southerly line for 67.00 feet to a corner on the westerly line of said Fowler Street; thence N31°42'15"W along said westerly line for 131.45 feet to the Point of Beginning.

Containing 7,819 square feet (0.18 acres), more or less.

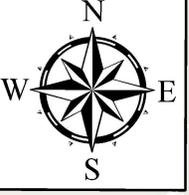
Bearings are based on the west right-of-way line of Fowler Street as bearing S31°50'57"E.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)



Scott C. Whitaker, P.S.M. 4324

Avon Park Proposed Transfer

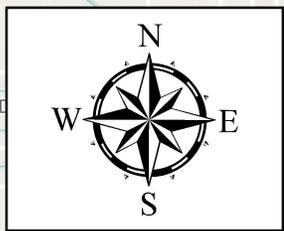
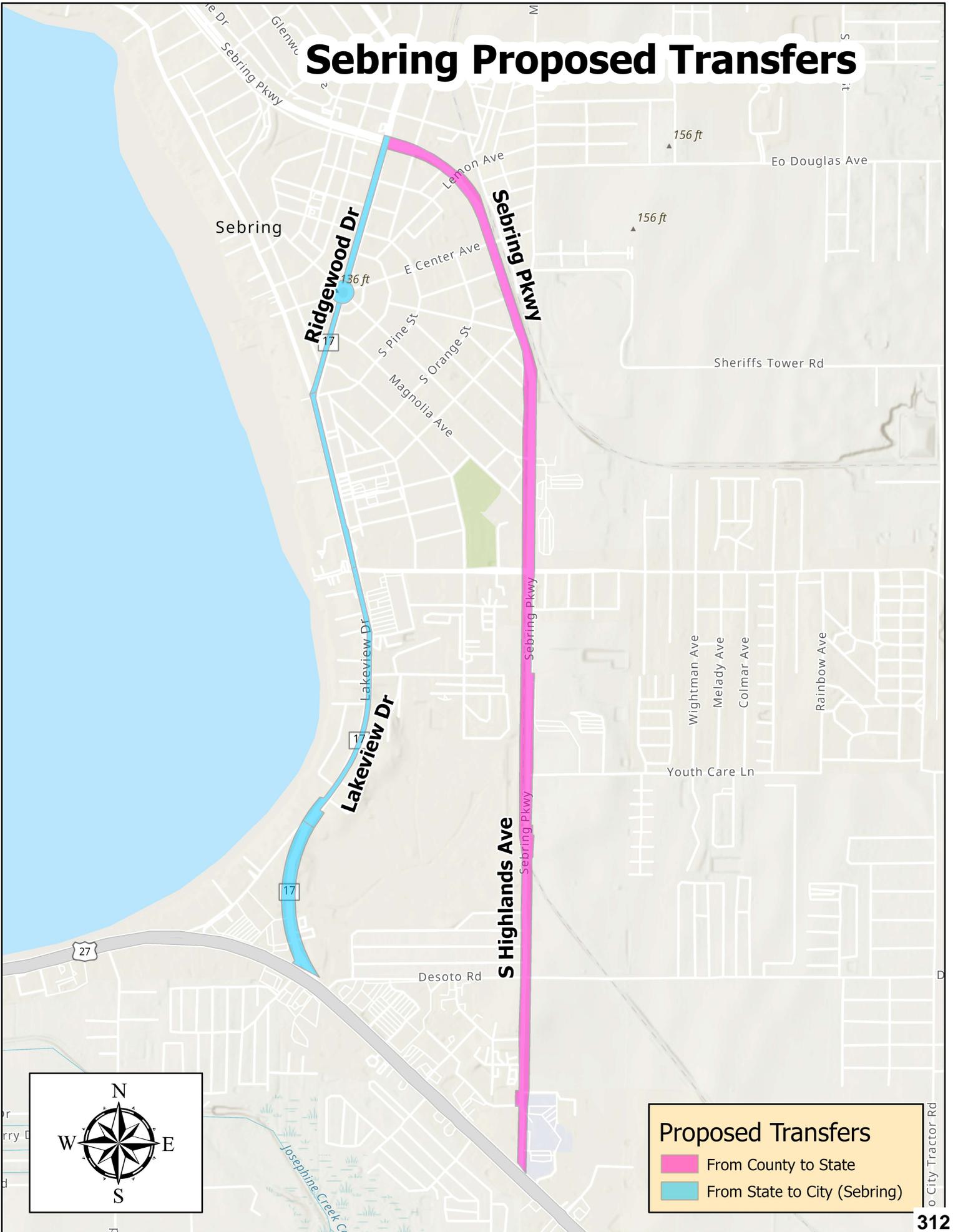


Proposed Transfer

- █ From County to State
- █ From State to City (Avon Park)



Sebring Proposed Transfers



Proposed Transfers

- From County to State
- From State to City (Sebring)

o City Tractor Rd

Statement of Issue

The Florida Department of Transportation, City of Sebring, City of Avon Park, & County representatives have met on several occasions to discuss the potential of transferring maintenance activities of several roadways throughout Sebring & Avon Park. Verbal confirmation from the group currently is that:

- FDOT will take over maintenance of the Sebring Parkway from US 27 S to SR 17 (N Ridgewood Dr)
- City of Sebring will accept maintenance of S. Ridgewood & Lakeview Dr to Alt US 27 (east side of Publix plaza)
- City of Avon Park will accept maintenance of W Main St. (SR 64), segment of Memorial Drive from Main St. to E Cornell St., and segment of E Cornell St. from Memorial Drive to CR 17A (Truck Route).
- FDOT will take over maintenance of CR 17A from E Cornell St. to US 27 N.

This is the first step in starting the transfer process and staff is looking for direction from the Board to proceed with this transfer proposal.

There will be an overall reduction fiscal impact to the existing County roadway maintenance budget since maintenance responsibilities would fall under FDOT's responsibility in this scenario.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report as of February 25, 2025.

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal Long Range Update \(02.25.25\).SGS.pdf](#)

LONG RANGE ATTORNEY LOG

*****Bolded/underlined** language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, and the travel policy in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	Last information received on this matter is that Hospital District would be hiring a consultant with experience working with Florida Agency for Healthcare Administration and there has not been any new information received as of the date of this report.
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) Resolutions: Avon Park – Res. 2024-04 (initiating), adopted June 24, 2024 Highlands County – Res. 23-24-176, adopted August 20, 2024 Lake Placid – Res. 2024-28, adopted September 9, 2024 Sun N Lake – Res. 2024-05, adopted October 29, 2024 Spring Lake – Res. 2025-03, adopted December 11, 2024	Meetings have been scheduled for February 11, 2025, <u>March 17, 2025 and April 22, 2025.</u>

Revisions to organization of Advisory Board and Committees	<u>The County Attorney's Office will continue to draft revisions for the remaining committees and will bring them before the Board in the next few meetings. Additionally, representatives from the County Attorney's Office will attend the Committee meetings to address inquiries regarding the changes.</u>
Update/Repeal of County policies which have been individually adopted and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	The County Attorney's Office has started the task of removing procedures from our existing Policy and is working with Purchasing on revising the Purchasing Manual. <u>Additionally, we are working with Purchasing on revising the platform and documentation for solicitations.</u>
Camping/Sleeping on Public Property Panhandling	The parties will continue to work together to bring a proposed Ordinance to the Board for approval.
Opioid Settlement Funds	The County Attorney's Office continues to work with Administration, Community Programs, and Business Services regarding the allocation and implementation of the next round of opioid settlement funds. In addition, we have continued to work with Central Florida Health Behavioral Network to discuss the CORE Initiative that is being proposed in Highlands County (an additional amount of money that can be utilized as part of the Opioid Settlement funds).
Court Administration Interlocal Agreement	Recently it was determined that we have some employee overlap in Court Administration wherein the employees are considered as County Employees for payroll and other purposes; however, they are wholly managed by Court Administration. We are working on an Agreement with Court Administration in order to better manage the liability and practical day to day operations associated with these employees.
Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. The County Attorney's Office is currently working with County Administration to explore the possibility of reimplementing the local business tax in Highlands County (formerly known as the occupational license tax). <u>The County Attorney's Office is currently working with Highlands County Fire Rescue to explore the possibility of reimplementing annual fire inspection fees for commercial buildings.</u>
<u>TDC Grant Application and Agreement</u>	<u>The County Attorney's Office is working with TDC staff to revise the current Grant Application and associated Agreement.</u>
Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER: Laurie Hurner, County Administrator

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

STATEMENT OF ISSUE

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 4, 2025

PRESENTER:

SUBJECT/TITLE: Board payables from March 4, 2025, through March 17, 2025

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT