

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, March 07, 2023
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

A townhall meeting of the Sun ‘n Lake of Lake Placid Special Recreation District will be held at 440 S. Sun ‘n Lake Blvd., Lake Placid, on Wednesday, March 8, 2023, at 6:00 p.m.

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 14, 2023, in the Board Room, 600 S. Commerce Ave., Sebring

A townhall meeting of the Placid Lakes Special Benefit District will be held at 2010 Placid Lakes Blvd., Lake Placid, on Thursday, March 9, 2023, at 5:30 p.m.

A townhall meeting of the Highlands Park Estates Special Benefit District will be held at 16415 Deerglen Blvd., Lake Placid, on Monday, March 13, 2023, at 5:30 p.m.

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *Request approval of the Proclamation recognizing the month of March 2023, as Highlands County Board of County Commissioners Purchasing Month.*

Tanya Cannady, Business Services Director

Lori DeLoach, Purchasing Manager

No fiscal impact

[2-21-23_AGENDA_Proclamation_Purchasing_Month.pdf](#)

- 6.B *Presentation of Employee of the Quarter for the 3rd Quarter of 2022*

Laurie Hurner, County Administrator

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

[Carley Fitzgerald nomination.docx](#)

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

Ingra Gardner, Community Programs Director

Clinton Howerton Jr., County Engineer

No fiscal impact.

[Service Award Bios March 7, 2023 Use.docx](#)

- 6.D *Presentation of Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2021 (as of December 31, 2020)*

Clerk of Court's Accounting Manager Jackie Gabrus

No fiscal impact

[Q1 2023 Board Financial Presentation.pdf](#)

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request to accept a Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Award in the Amount of \$50,000.00, and adopt Resolution 22-23-42 for Budget Amendment 22-23-029.*

Leah Sauls, Development Services Director

Casey Hartt, Lead Tourism Marketing Consultant

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$50,000.00 to be appropriated in cost center 2700 (Planning and Zoning). The grant award is 100% reimbursable, and funding would be paid back to Highlands County in the amount of \$50,000.00.

[22-23-029 Project 22036 DEO CPTAG Tourism Rec Facility Study \(BA\).pdf](#)

[Project 22036 DEO CPTAG Tourism Rec Facility Study.pdf](#)

[DEO Grant Award Letter.pdf](#)

[Po465_Highlands_County to be signed by Grantee.pdf](#)

[22-23-029R Project 22036 DEO CPTAG Tourism Rec Facility Study \(Resolution\).pdf](#)

- 8.B *Request approval of Budget Amendment 22-23-058 for 1st quarter FY (fiscal year) 23 reemployment charges*

David Nitz, OMB Manager

There is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning \$240.34 in cost center 4210 (Refuse Collection System) from account 51200 (Regular Salaries & Wages) to account 52500 (Reemployment Compensation).

[22-23-058 Reemployment Tax - 1st Q 23 \(BA\).pdf](#)

- 8.C *Request approval to send a letter of support to each member of the Highlands County Legislative Delegation in support of the Highlands County Library System's request for funding to Florida Public Libraries.*

Liz Barber, Legislative Affairs & Grants Coordinator

Ingra Gardner, Community Programs Director

Vikki Brown, Highlands Library System Manager

No fiscal impact.

[Library Support Letter_Grall.sgs.CLEAN.pdf](#)

[Library Support Letter_Tuck.sgs.CLEAN.pdf](#)

- 8.D *Request acceptance of the Rural Toolkit Site Preparedness Grant from Enterprise Florida Inc. in the amount of \$25,000 and adoption of Resolution 22-23-69 for Budget Amendment 22-23-057 to set up Project 22049 (Rural Toolkit Site Prep).*

Sarah Beth Rogers, Economic Development Manager

The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY22/23. This budget amendment is recognizing additional revenue in the amount of \$25,000.00 in Fund 005, cost center 2810 (Economic Development), and project 22049.

[22-23-057 Project 22049 Rural Toolkit Site Prep FY22-23 \(BA\).pdf](#)

[22-23-057R Project 22049 Rural Toolkit Site Preparedness Grant FY22-23 \(Resolution\).pdf](#)

[Complete_with_DocuSign_FY_23_G-04231_Highlands - v2.pdf](#)

- 8.E *Request acceptance of the Peace River Center for Personal Development, Inc Financial Statements and Independent Auditor's Report for Fiscal Year Ended (FYE) June 30, 2022 and 2021*
Tanya Cannady, Business Services Director
There is no fiscal impact.
[PRC Audited Financial Statements 6.30.2022 & 2021_.pdf](#)
- 8.F *Request approval of job Description and pay grade change of the Fire Marshal to Division Chief-Fire Marshal.*
E. Laney Stearns, Public Safety Director
It is not anticipated to impact the current fiscal year budget. However, the request will increase the upcoming budget year due to the pay grade change. The pay grade hourly rate change would be as follows, Fire Marshal - Pay Grade 115 (\$27.13-\$40.70) to Division Chief-Fire Marshal - Pay Grade 117 (\$30.48-\$45.73).
[Division Chief-Fire Marshal 40 hour- 1-25-23.pdf](#)
- 8.G *Request approval to waive fees for the 2023 Kiwanis Aktion Softball Classic at the Highlands County Multi-Sports Complex.*
Lance Marine, Parks & Facilities Director
The fiscal impact is a loss of revenue of \$925 to the Fund 005 (General Fund), 3475100 (Revenue Account).
[Aktion Club request 2023.pdf](#)
[2022-2023 Fees Waived 02.21.2023.pdf](#)
- 8.H *Request the approval of the Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2022.*
Julie Richardson, CAC Manager
There is no fiscal impact.
[2022 Interagency Agreement.pdf](#)
- 8.I *Request approval of Budget Amendment 22-23-059 to reimburse the Property Appraiser for vehicle damage due to Hurricane Ian and return excess funds to PGIT.*
David Nitz, Asst. Business Services Director/OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$8,498.33 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to 2211 (Property Appraiser), account 54900 (Other Charges & Obligations) in the amount of \$7,989.22 and \$509.11 to cost center 2111 (Central Services), account 54500 (Insurance).
[22-23-059 Property Appraiser Vehicle Repairs \(BA\).pdf](#)
[22-23-059 Property Appraiser Vehicle Repairs \(Reserve\).pdf](#)

- 8.J *Request approval of Budget Amendment 22-23-061 for the additional electrical work needed to complete the HVAC system replacement at the Bert J. Harris Agri-Civic Center.*
Lance Marine, Parks & Facilities Director
The fiscal impact is transferring funds within Fund 151 from Cost Center 9990B, Account 59900 (Reserve for Contingency) to Project number 21057 (Ag Center HVAC Unit), Cost Center 2672A (Facilities Mgmt. 151), account 56400Z (Project Equipment) in the amount of \$8,200.00.
[22-23-061 Project 21057 Ag Center HVAC \(BA\).pdf](#)
[22-23-061 Project 21057 Ag Center HVAC \(Reserve\).pdf](#)
- 8.K *Request approval of letters of support for an increase in the amount allocated to County Emergency Management Agencies through the State's Emergency Management Preparedness and Assistance Grant.*
Liz Barber, Legislative Affairs & Grants Coordinator
Corey Amundsen, Emergency Management Manager
No fiscal impact.
[EMPA Letter of Support.Tuck.sgs_redline.docx](#)
[EMPA Letter of Support.Grall.sgs_redline.docx](#)
- 8.L *Request approval of the minutes from the February 7, 2023 Regular Meeting of the Board.*
[020723REG.pdf](#)

9 COMMITTEE ASSIGNMENTS:

- 9.A *Request approval to appoint Kathy Main and Kristi Hahn as voting members of the Children's Services Council.*
Julie Richardson, Children's Advocacy Center Manager and Children's Services Council Executive Director.
There is no fiscal impact.
[Kathy Main Application.pdf](#)
[Kristi Hahn Application.pdf](#)

10 PUBLIC HEARING

11 ACTION AGENDA

- 11.A *Request adoption of Resolution 22-23-72 for Budget Amendment 22-23-060 to purchase a New TANA H555 Landfill Compactor and Hydraulic Cover Spray Unit for the Solid Waste Department.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact is an increase to Fund 401 (Solid Waste) in the amount of \$1,325,067.40 which is being brought forward from Fund Balance, Account 3999100 to Cost Center 4210 (Refuse Disposal), with \$1,292,931.40 in funds going into Account 56400 (Machinery & Equipment) and \$32,136.00 in funds going into Account 56400Z (Project Machinery & Equipment), Project 21105 (Hydro Seeder).
[BA 22-23-060 Appropriate Add'l Funds_TANA Landfill Compactor & Sprayer.pdf](#)
[22-23-72R Appropriate Add'l Fund_TANA Compactor & Hydraulic Sprayer.pdf](#)
[22-030 Highlands County Equipment Sale Agreement PSA-1000 2023-02-20.pdf](#)

[Attachment A - 22-030 award.pdf](#)
[Attachment B - TANA COMPACTOR BENEFITS.pdf](#)
[Attachment C - Staff's H555 compactor justifications.pdf](#)
[Attachment D - National Equipment H555 quote info.pdf](#)
[Attachment E - Summit Proposal fire suppression 2_17_2023.pdf](#)
[Attachment F - Carlson Machine Control Quotes.pdf](#)

12 COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
[Legal_Long_Range_Log.docx](#)
- 12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.
[Commissioner's Priorities \(FINAL 3-7-23\).pdf](#)
[Project Updates \(FINAL 3-7-23\).pdf](#)

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Correction of resolution number for P&Z 2118 due to scrivener's error in the recommended motion*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
[Resolution 22-23-66.pdf](#)
- 14.B *Correction of hearing date and future land use designation for CPA-22-610SS due to scrivener's error in the ordinance*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
[Ordinance No. 22-23-12_corrected \(Adopted 2-21-2023\).pdf](#)
- 14.C *Board payables from February 21, 2023, to March 6, 2023*

15 ADJOURN

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

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

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Tanya Cannady, Business Services Director
Lori DeLoach, Purchasing Manager

SUBJECT/TITLE: Request approval of the Proclamation recognizing the month of March 2023, as Highlands County Board of County Commissioners Purchasing Month.

STATEMENT OF ISSUE

The Highlands County Purchasing Department joins with professional purchasing associations such as the National Institute of Governmental Purchasing to recognize the importance of the role of the purchasing profession in business, industry and government.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing the month of March 2023, as Highlands County Board of County Commissioners Purchasing Month.

FISCAL IMPACT

No fiscal impact

Attachments: [2-21-23_AGENDA_Proclamation_Purchasing_Month.pdf](#)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS



PURCHASING MONTH 2023



Proclamation

Whereas:

the purchasing and materials management profession plays a significant role in the efficiency and effectiveness in both government and business; and

Whereas:

in addition to the purchase of goods and services, procurement adds value to the organization by performing functions such as executing, implementing and administering contracts, conducting market research and analyses, developing strategic procurement methodologies, and cultivating working relationships with suppliers and other departments within the organization; and

Whereas:

the primary objectives include supporting operational requirements, managing the purchasing process equitably and efficiently to develop strong relationships with other functional groups and stakeholders and supporting organizational goals and objectives: and

Whereas:

using technology, competition, and best practices, we strive to bring the greatest value to the County and its residents in an efficient and cost-effective manner while embracing the Values and Guiding Principles of Public Procurement, Accountability, Ethics, Impartiality, Professional Services and Transparency.

Whereas:

the Board's Purchasing Department, a member of the National Institute of Governmental Purchasing (NIGP), and other professional purchasing associations throughout the world who engage in special efforts, during the month of March, to inform the public about the importance of the role played by the purchasing profession in business, industry and government.

Now therefore the Board of County Commissioners does hereby proclaim:

MARCH 2023
as
THE BOARD'S PURCHASING MONTH
IN
HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairman
Highlands County Board of County Commissioners

Date: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Presentation of Employee of the Quarter for the 3rd Quarter of 2022

STATEMENT OF ISSUE

Human Resources received two (3) new Employee of the Quarter Nominations for the 4th quarter of 2023. The following employee was selected as the recipient of the Employee of the Quarter Award for the 4th Quarter.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Donnie Goins, Road & Bridge Department.

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

Attachments: [Carley Fitzgerald nomination.docx](#)

Carley Fitzgerald – GIS Manager

Carley has been a tremendous aid during the recent storm events by helping to establish and maintain maps and storm specific information dashboards which were extremely helpful to the command staff of the EOC. She was also able to create similar tools for the Engineering Department to aid in roadway damage assessment, flood assessment, and debris collection efforts. This was all in addition to the normal GIS/Addressing duties that include maintaining the GIS map websites for the public. Her long hours during the storm events have helped provide vital information to the public and to the team of decision makers within the EOC and Administration. The County is certainly much better prepared for emergencies with her skills and expertise aiding the County staff on every step of the way.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

**PRESENTER: Ingra Gardner, Community Programs Director
Clinton Howerton Jr., County Engineer**

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

STATEMENT OF ISSUE

The following employees have reached Years of Service milestones and we would like to recognize them in order of years of service.

15 years, Deana Strickland, Program Assistant - Healthy Families

20 years, Demetria "Dena" Peterson, Development Assistant to the County Engineer - Engineering

RECOMMENDED ACTION

Award Pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: [Service Award Bios March 7. 2023 Use.docx](#)

Bios

15 Years of Service

Deana Strickland worked as an OPS employee beginning in 2006. She was hired as a full-time employee in January 2008 as the Healthy Family Secretary. In 2016, she was promoted to Healthy Family Program Assistant.

20 Years of Service

Demetria 'Dena' Peterson was hired in January 2003 as a Public Works Specialist for Road & Bridge. In July 2004, she moved to the Engineering Department in the same position. In May 2008, Dena was promoted to Development Assistant to the County Engineer and continues to serve in that capacity today.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Clerk of Court's Accounting Manager Jackie Gabrus

SUBJECT/TITLE: Presentation of Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2021 (as of December 31, 2020)

STATEMENT OF ISSUE

Presentation of the Interim Financial Report of Key Operating Performance Measures as of December 31, 2022.

RECOMMENDED ACTION

Move to accept into the record the presentation of Interim Financial Report of Key Operating Performance Measures for the 1st Quarter of Fiscal Year 2021 (as of December 31, 2020)

FISCAL IMPACT

No fiscal impact

Attachments: [Q1 2023 Board Financial Presentation.pdf](#)



Highlands *County* Florida Clerk*of*Courts

***INTERIM FINANCIAL REPORT
OF KEY OPERATING
PERFORMANCE MEASURES AS OF
December 31, 2022
(UNAUDITED)***

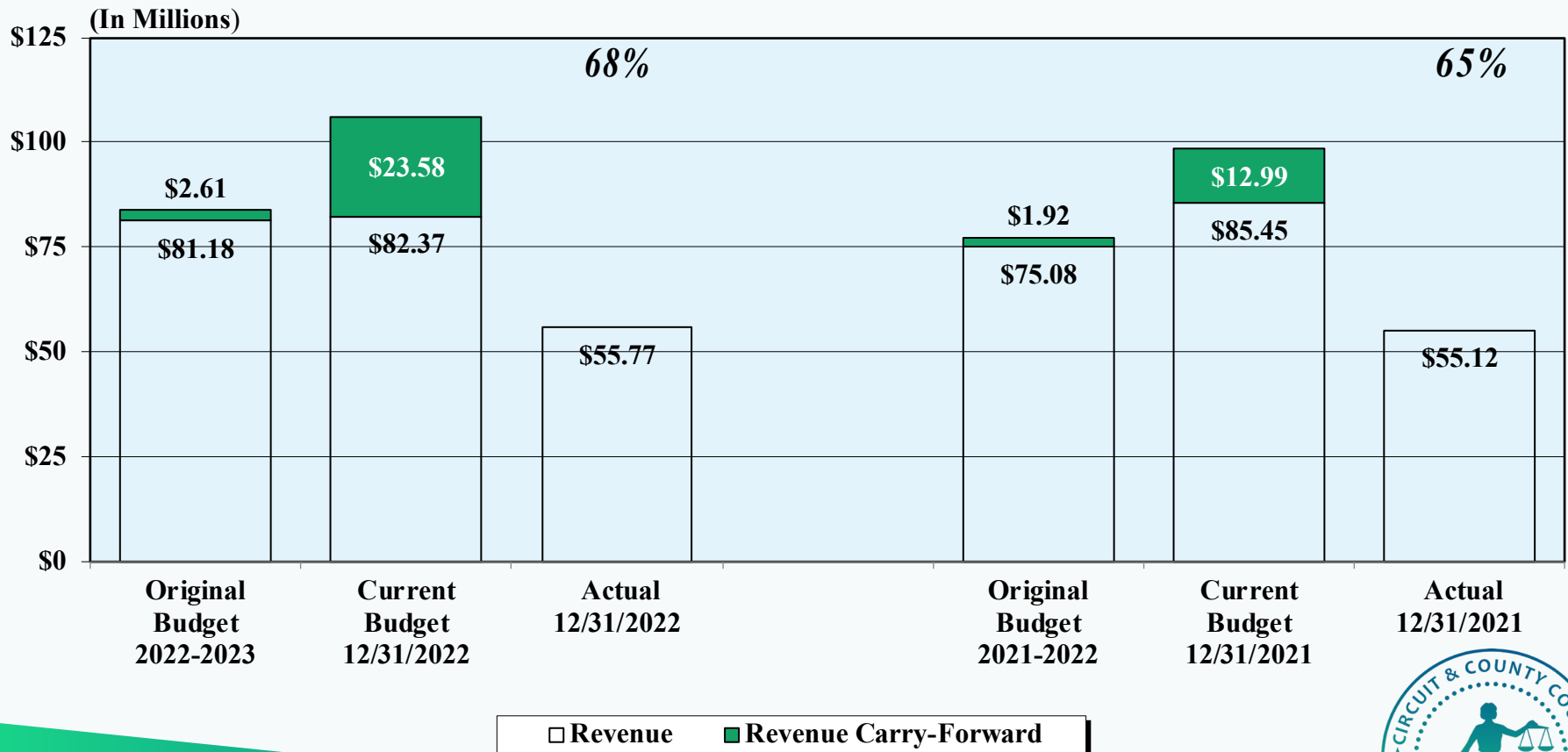


(UNAUDITED)



REVENUE – GENERAL FUND

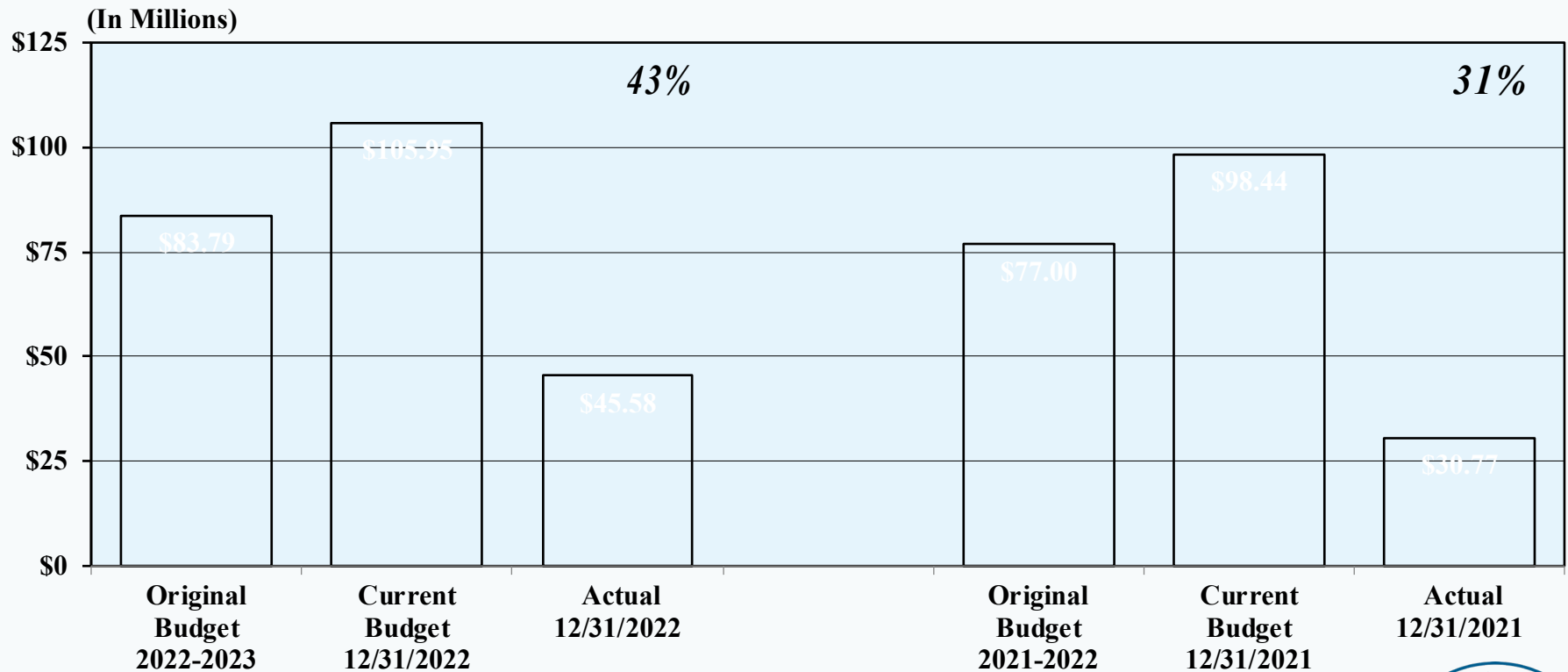
BUDGET – TO – ACTUAL



(UNAUDITED)

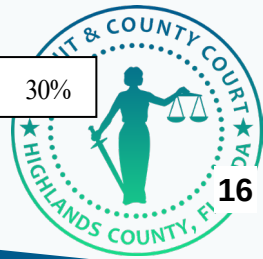
EXPENDITURES – GENERAL FUND

BUDGET – TO – ACTUAL & ENCUMBRANCES



Actual Less Encumbrances / Current Year: 31%

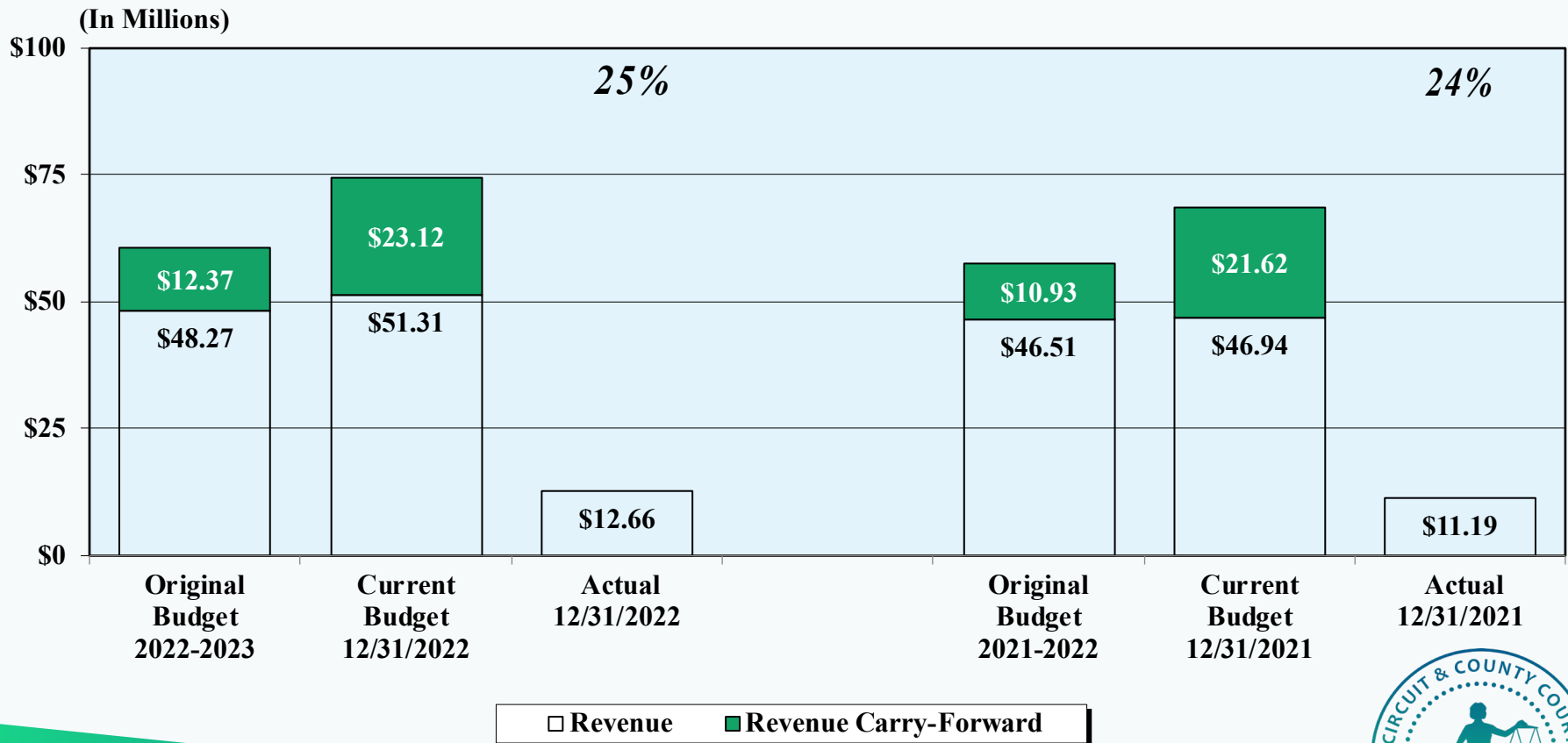
Actual Less Encumbrances / Prior Year: 30%



(UNAUDITED)

REVENUE – SPECIAL REVENUE FUNDS

BUDGET – TO – ACTUAL



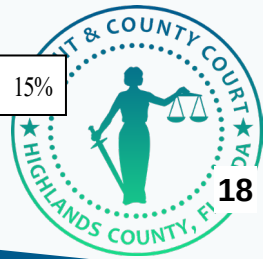
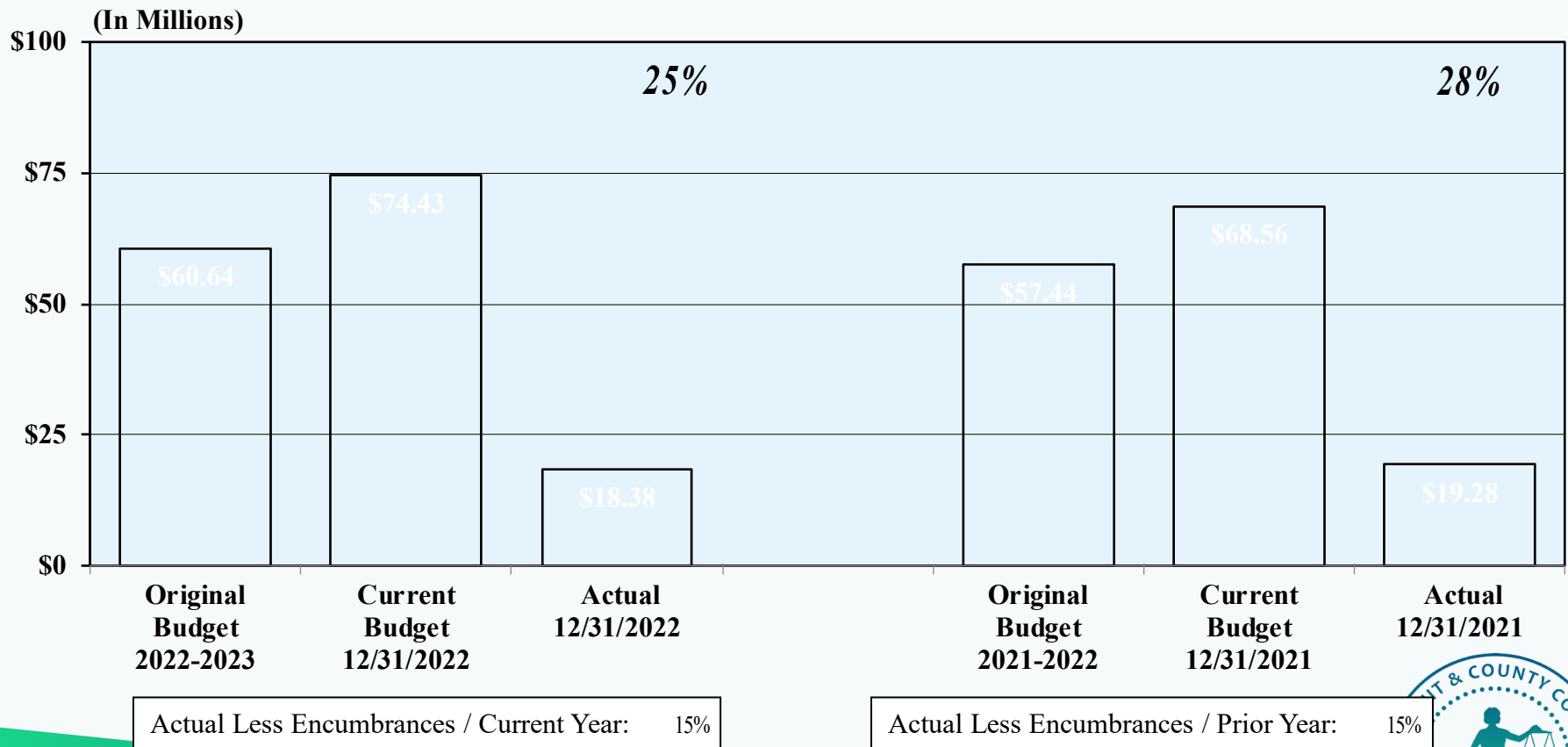
Note: State Revenue Sharing Funds lag 30 to 60 days



(UNAUDITED)

EXPENDITURES - SPECIAL REVENUE FUNDS

BUDGET – TO – ACTUAL & ENCUMBRANCES

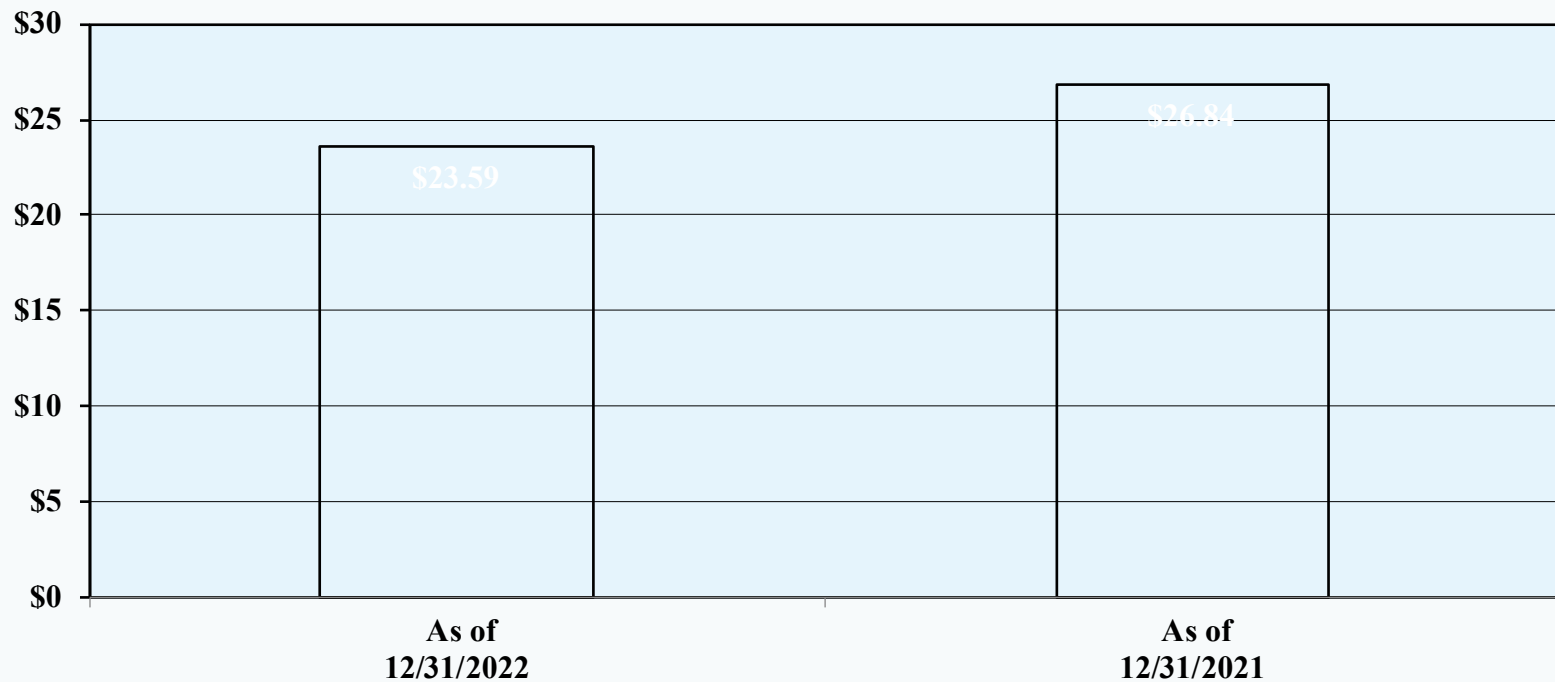


(UNAUDITED)



LONG-TERM DEBT GOVERNMENTAL FUNDS

(In Millions)



(UNAUDITED)

LONG-TERM DEBT

GOVERNMENTAL FUNDS



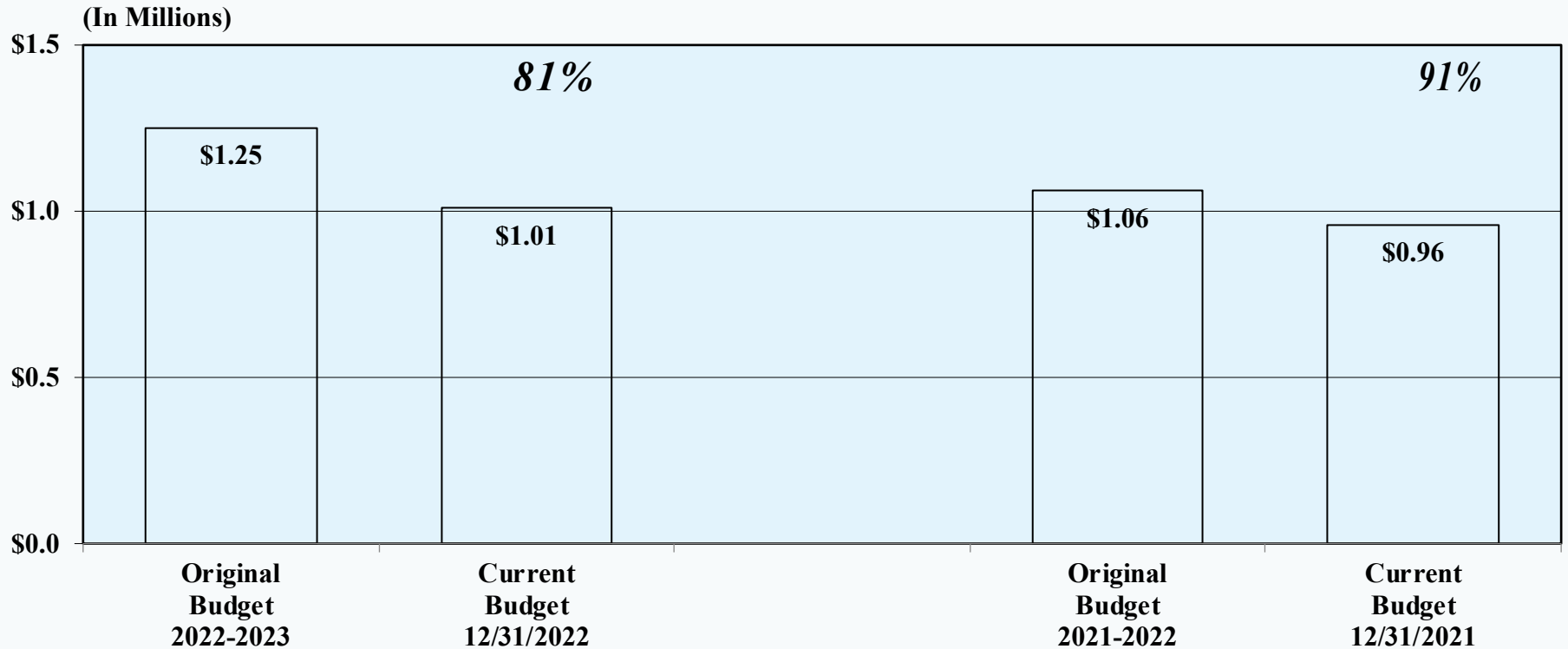
	Balance	Interest Rate	Final Payment	Holder of Note	
Public Improvement Revenue Note, Series 2019 (Fund 151)	\$ 4,805,000.00	2.08%	August 1, 2034	Truist	Original Amount \$5,500,000.00 Dated – September 19, 2019
ISS Refunding Revenue Note, 2021 (Fund 151)	18,782,000.00	1.52%	November 1, 2033	Regions Capital Advantage, Inc.	Original Amount \$21,614,000.00 Dated – November 10, 2021



(UNAUDITED)

RESERVE FOR CONTINGENCY

BEGINNING BUDGET TO CURRENT BUDGET



(UNAUDITED)



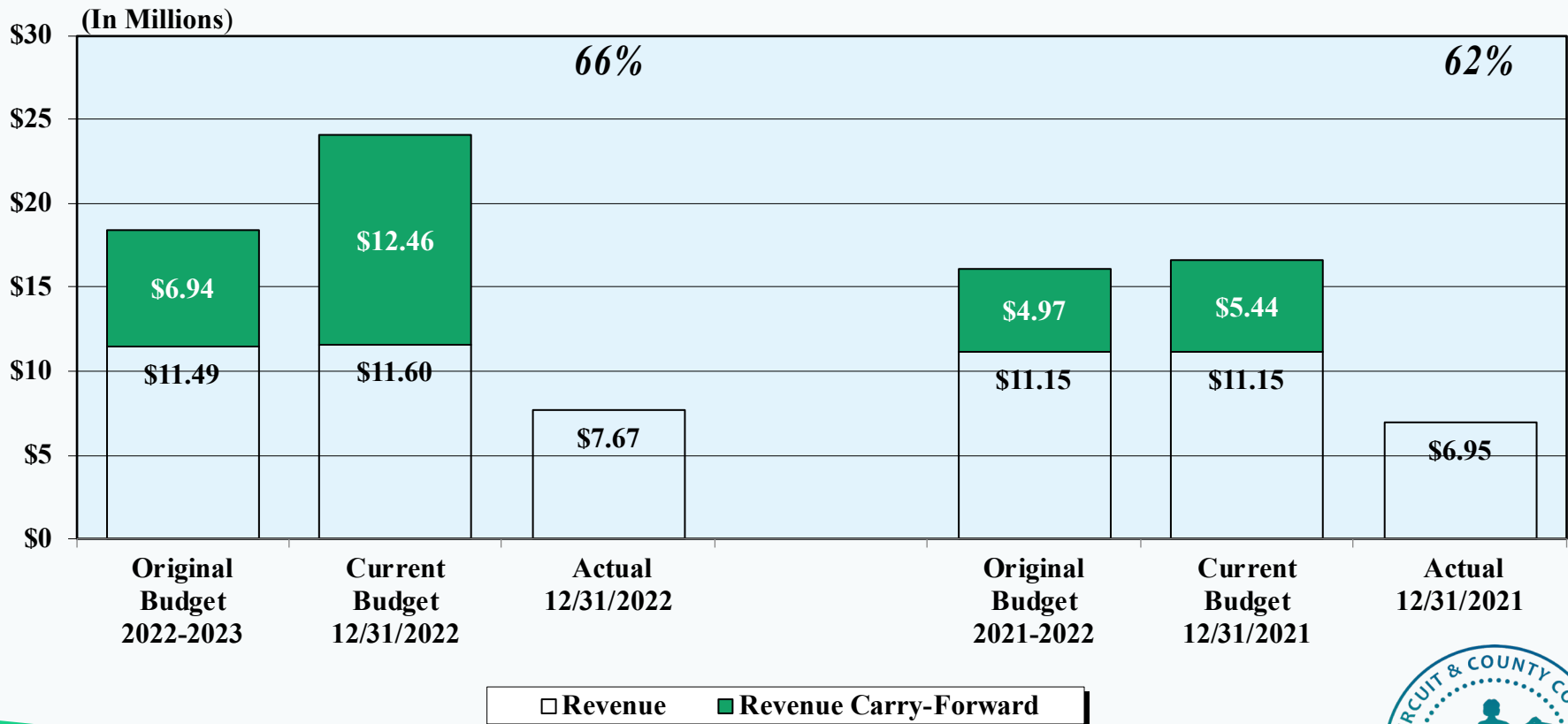
RESERVE FOR CONTINGENCY CHANGES DURING FISCAL YEAR

Budget Amendment	Amount	Description	Date Approved
22-23-003	\$ 3,371.00	Adjust Property Appraisers Budget for FRS and State Changes	10/18/2022
22-23-004	(7,211.67)	Adjust Supervisor of Elections' Budget for FRS and State Changes	10/18/2022
22-23-005	(5,500.00)	Adjust Clerk of Courts' Budget for FRS and State Changes	10/18/2022
22-23-023	0.27	Adjust Clerk of Courts' Budget for FRS and State Changes	11/29/2022
22-23-025	(45,000.00)	Realign Budget for Highway Lightning Project Expenditure Tracking	12/6/2022
22-23-026	(173,760.00)	Realign Budget for Digital Marketing and Content Storytelling	12/6/2022
22-23-028	(8,160.00)	Adjust Supervisor of Elections' Budget for Health Insurance Increase	12/20/2022



(UNAUDITED)

REVENUE – SOLID WASTE BUDGET – TO – ACTUAL

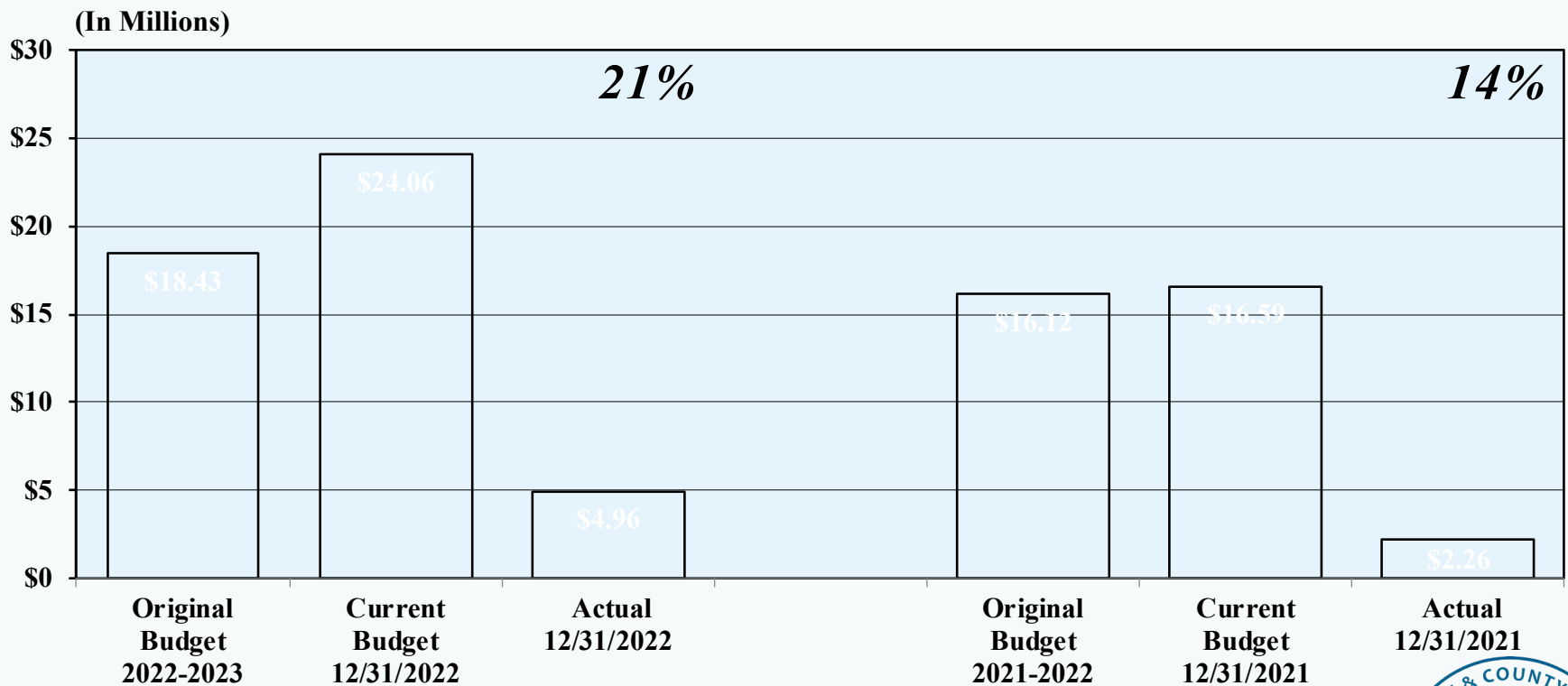


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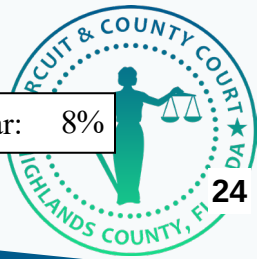
EXPENSES – SOLID WASTE

BUDGET – TO – ACTUAL AND ENCUMBRANCES



Actual Less Encumbrances / Current Year: 7%

Actual Less Encumbrances / Prior Year: 8%

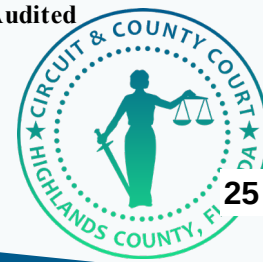
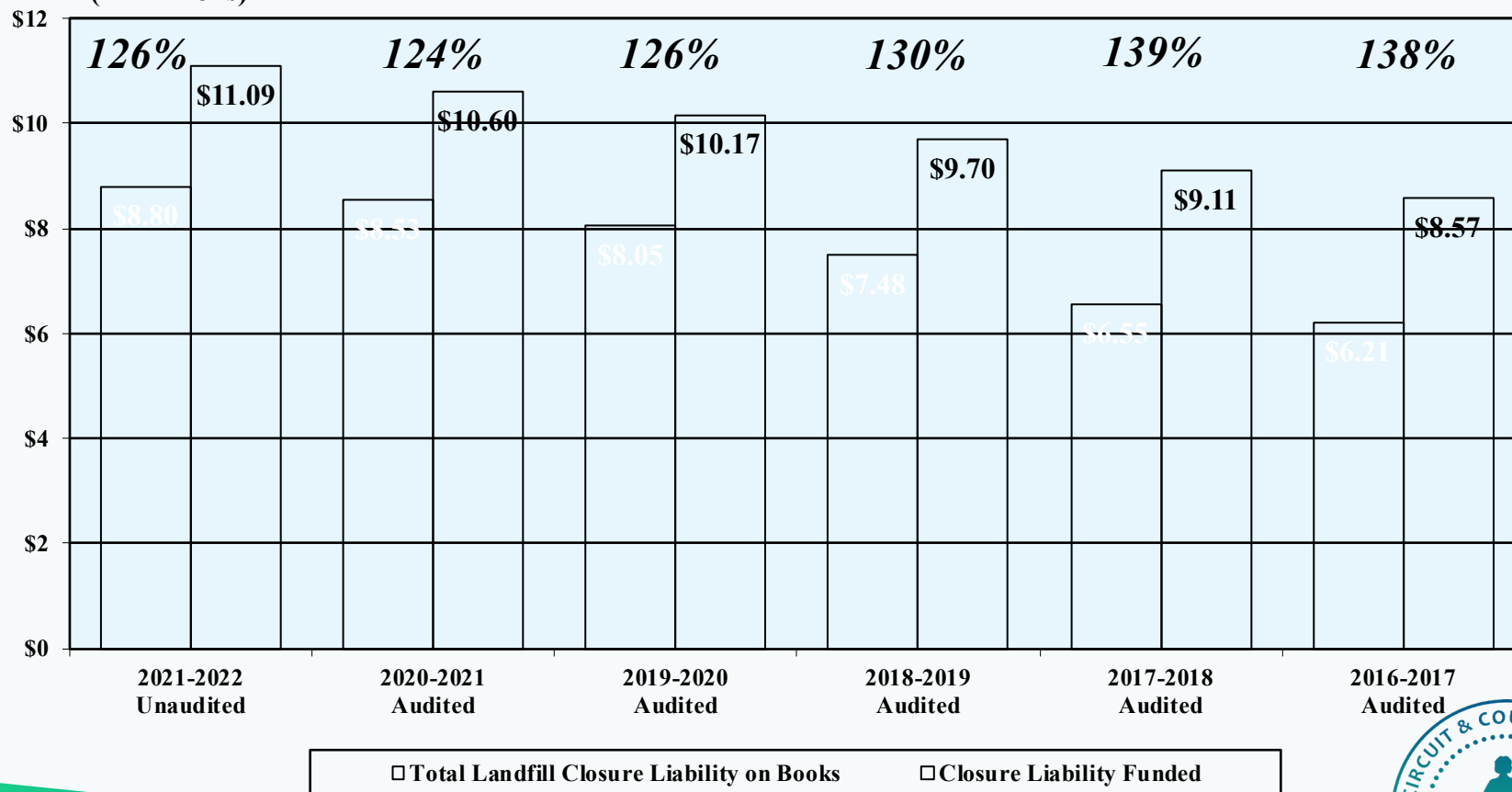




LANDFILL CLOSURE LIABILITY

Percent Funded Six Fiscal Years

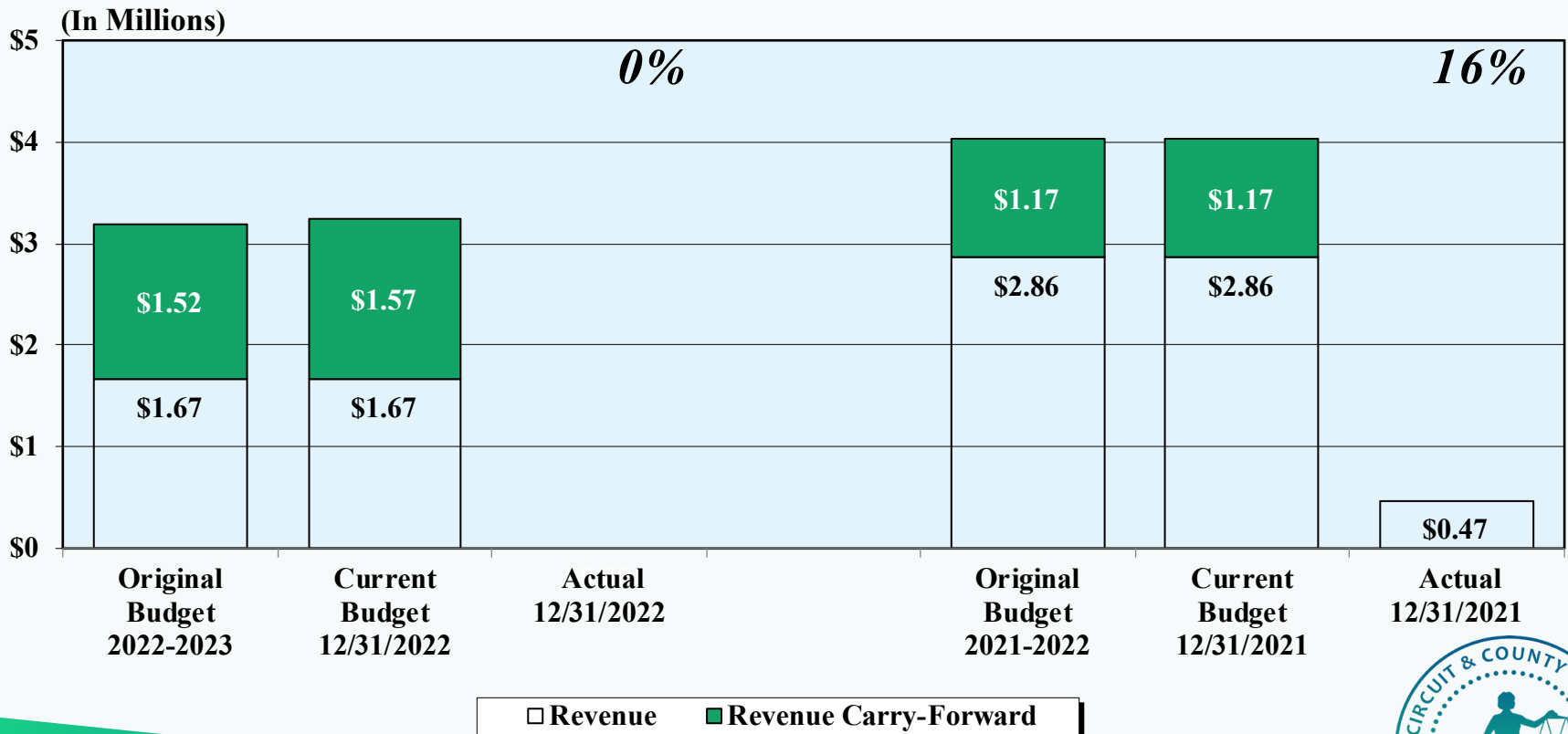
(In Millions)



(UNAUDITED)

REVENUE – ENERGY RECOVERY FUND

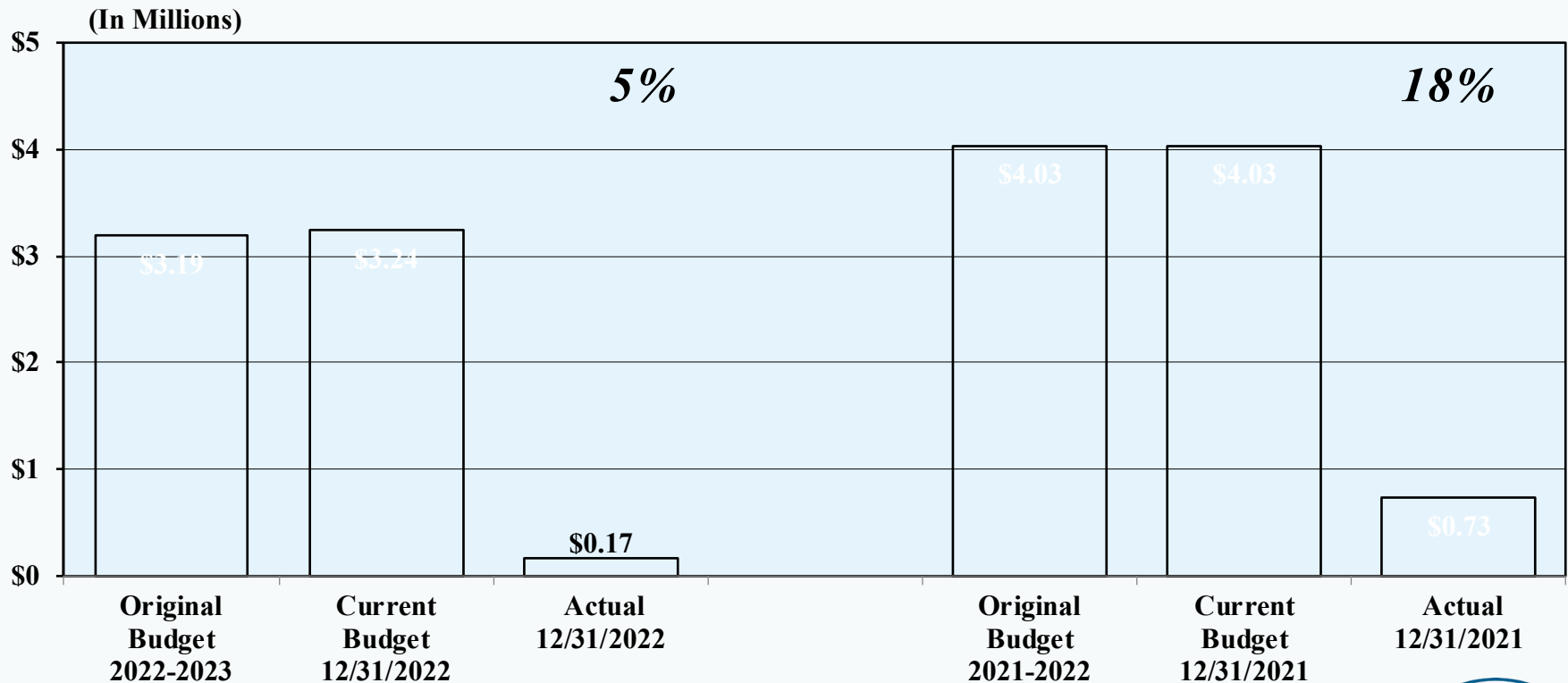
BUDGET – TO – ACTUAL



(UNAUDITED)

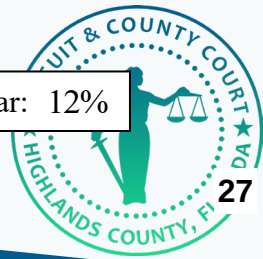
EXPENSES – ENERGY RECOVERY FUND

BUDGET – TO – ACTUAL AND ENCUMBRANCES



Actual Less Encumbrances / Current Year : 1%

Actual Less Encumbrances / Prior Year: 12%



(UNAUDITED)

FUND SUMMARY

1st QUARTER



REVENUES		
Fund	Percent Collected / Billed	Percentage Points Above/ Below Target of 25%
General	68%	43 Percentage Points Above Target
Special Revenue	25%	0 Percentage Points Above Target
Solid Waste	66%	41 Percentage Points Above Target
Energy Recovery	0%	25 Percentage Points Below Target
EXPENDITURES		
Fund	Percent Expended & Encumbered	Percentage Points Above/ Below Target of 25%
General	43%	18 Percentage Points Above Target
Special Revenue	25%	0 Percentage Points Above Target
Solid Waste	21%	4 Percentage Points Below Target
Energy Recovery	5%	20 Percentage Points Below Target

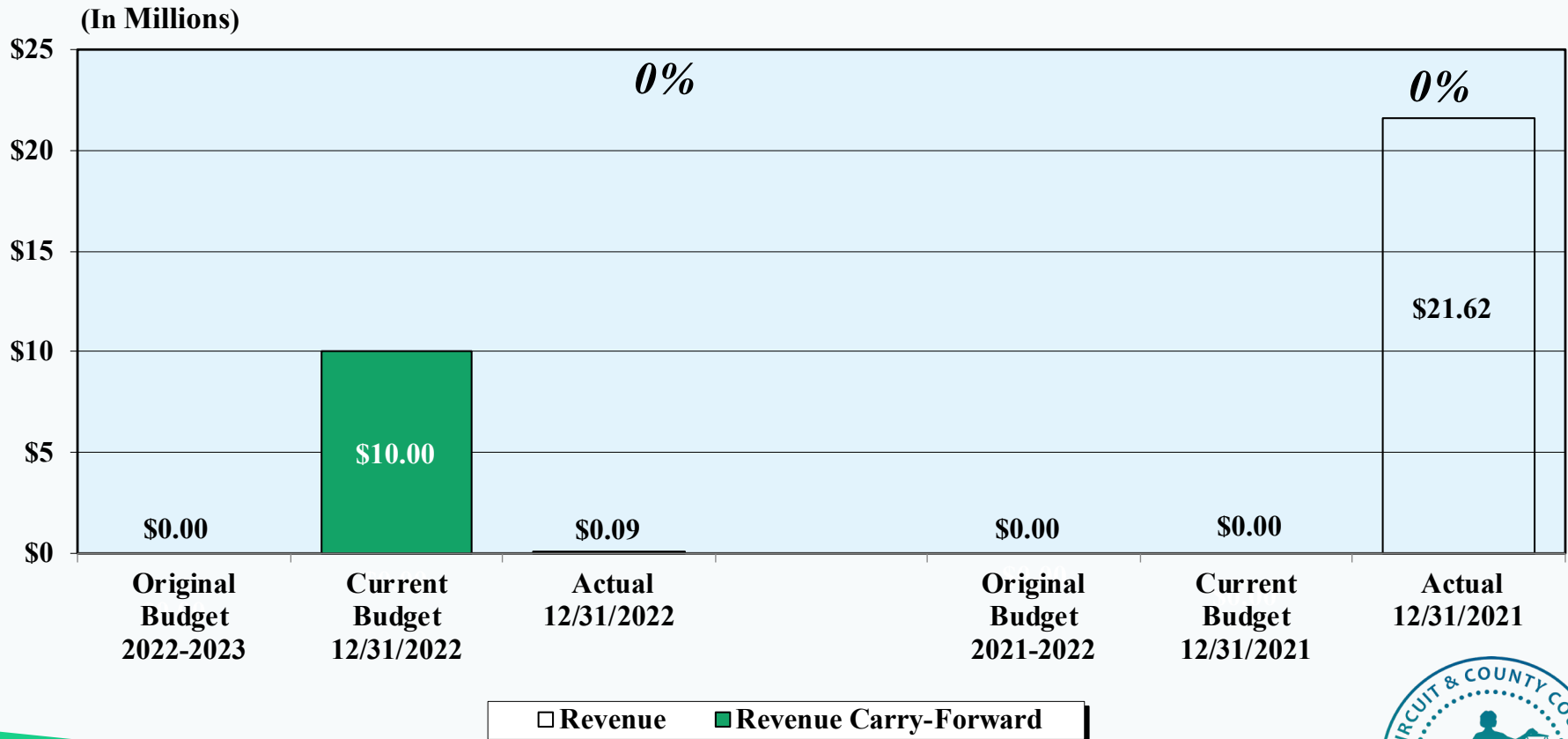


(UNAUDITED)

REVENUE

ISSRRN CAPITAL PROJECT FUND

BUDGET – TO – ACTUAL



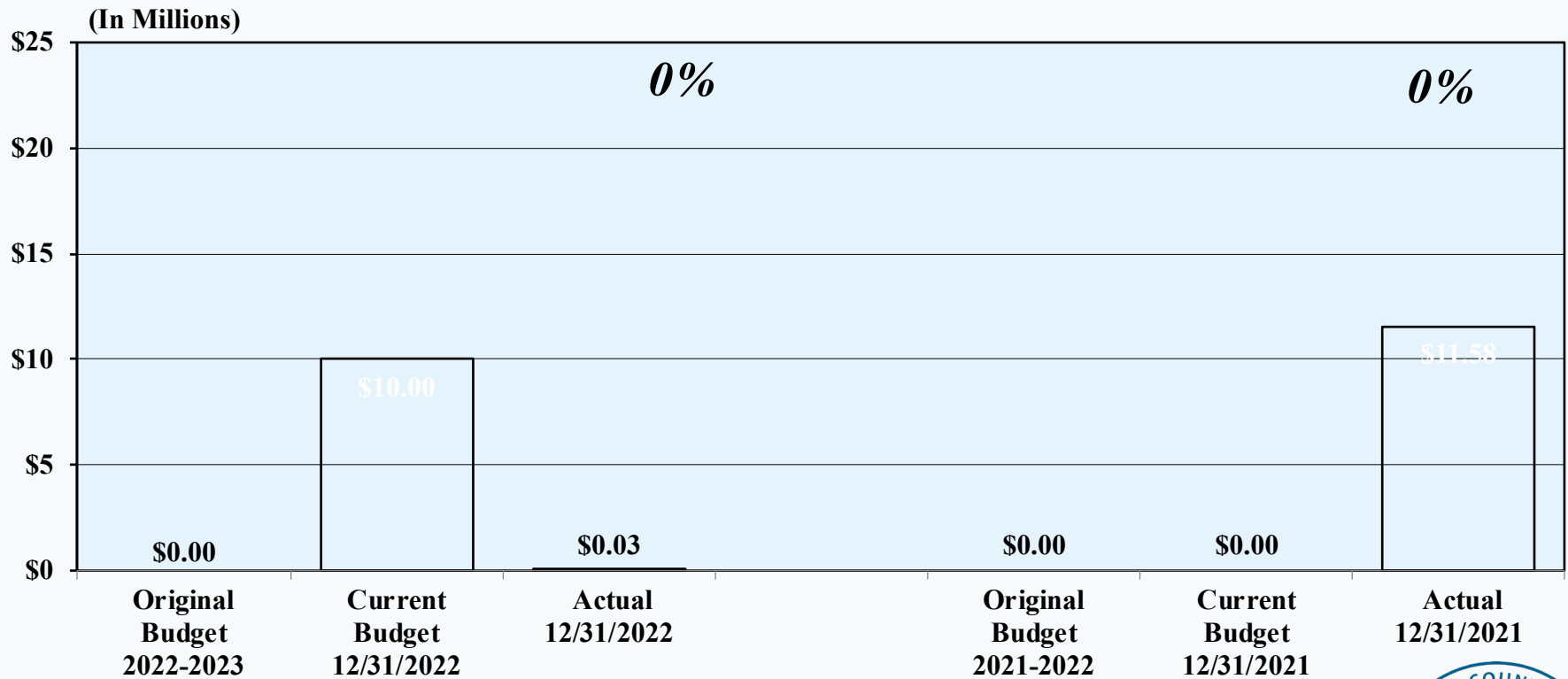
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EXPENDITURES

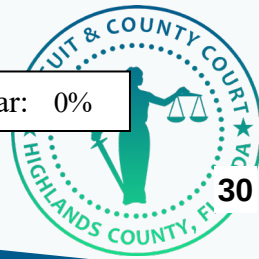
ISSRRN CAPITAL PROJECT FUND

BUDGET – TO – ACTUAL AND ENCUMBRANCES



Actual Less Encumbrances /Current Year : 0%

Actual Less Encumbrances / Prior Year: 0%



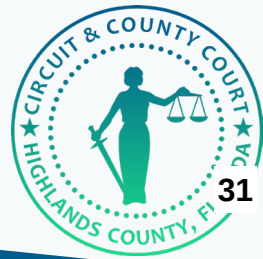
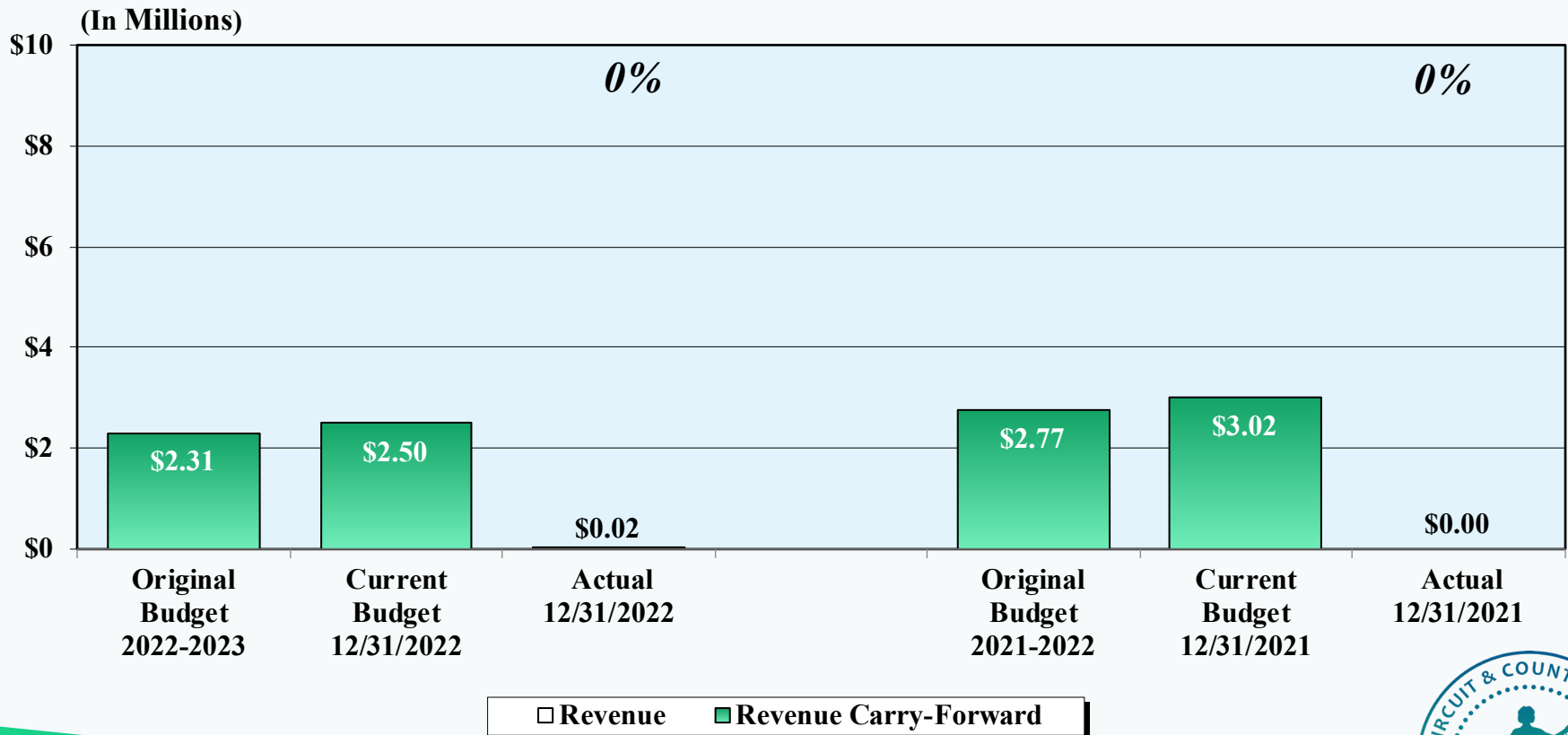
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REVENUE

PIRN CAPITAL PROJECT FUND

BUDGET – TO – ACTUAL



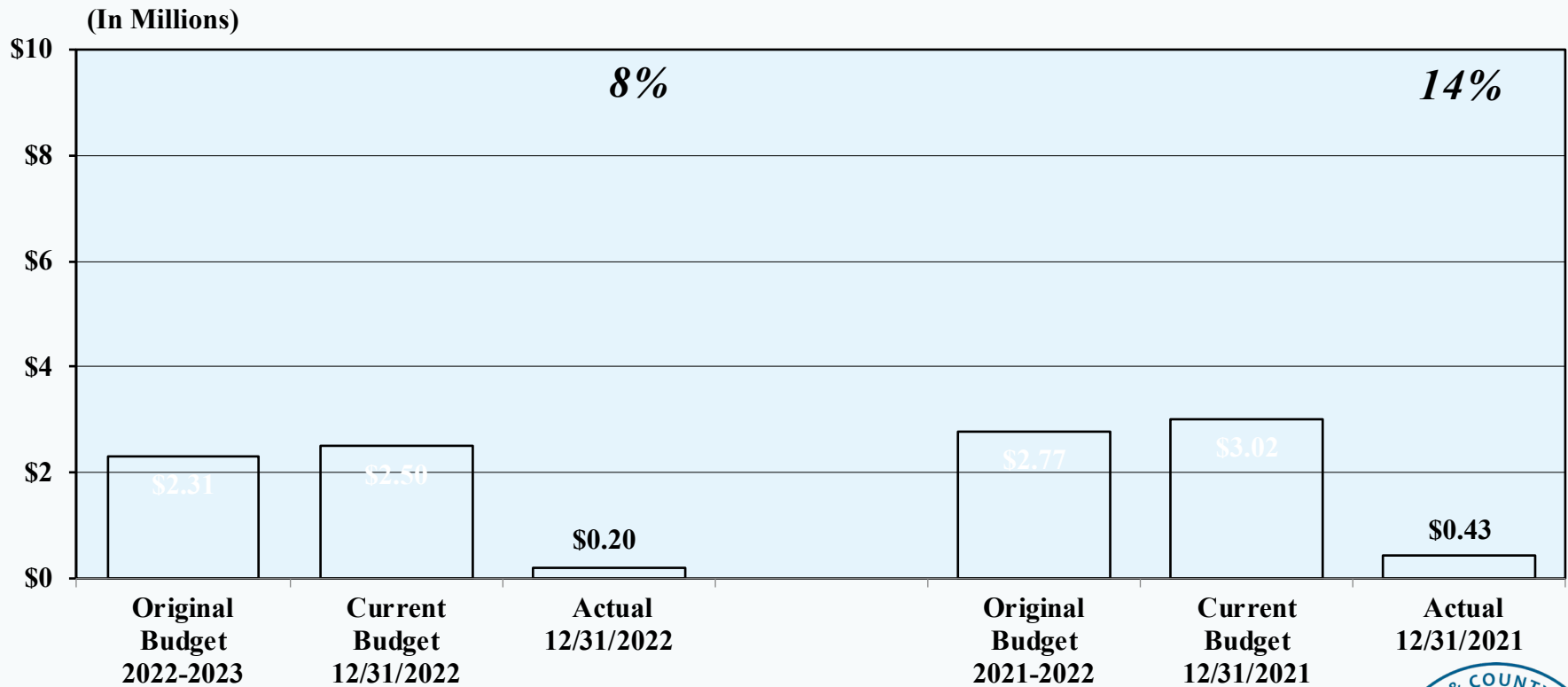
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EXPENDITURES

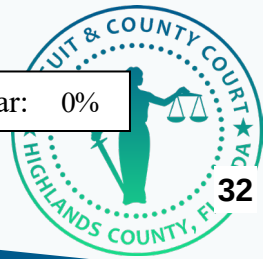
PIRN CAPITAL PROJECT FUND

BUDGET – TO – ACTUAL AND ENCUMBRANCES



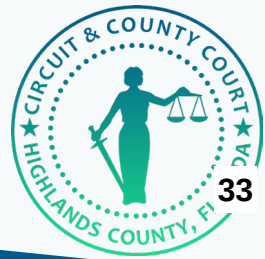
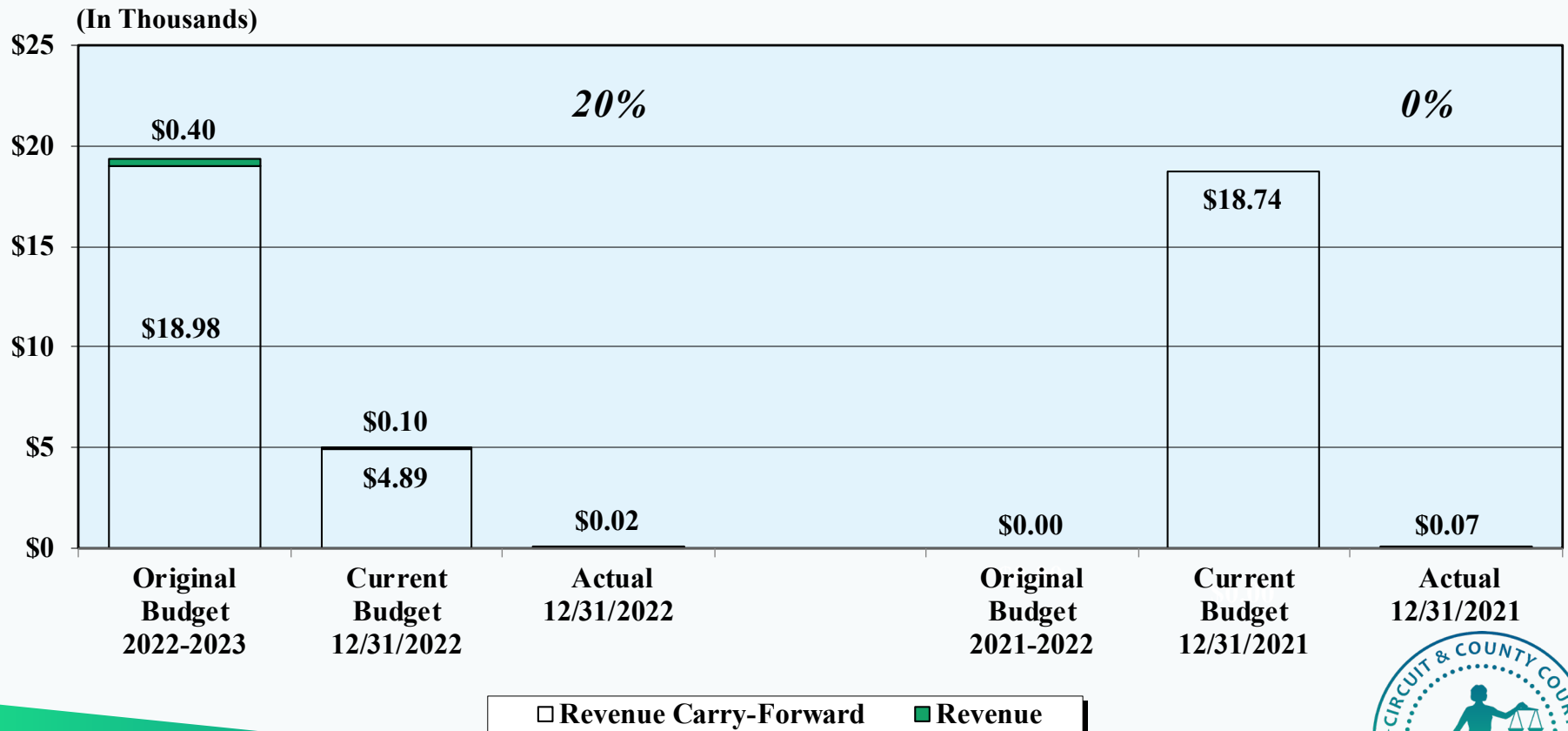
Actual Less Encumbrances /Current Year : 0%

Actual Less Encumbrances / Prior Year: 0%



(UNAUDITED)

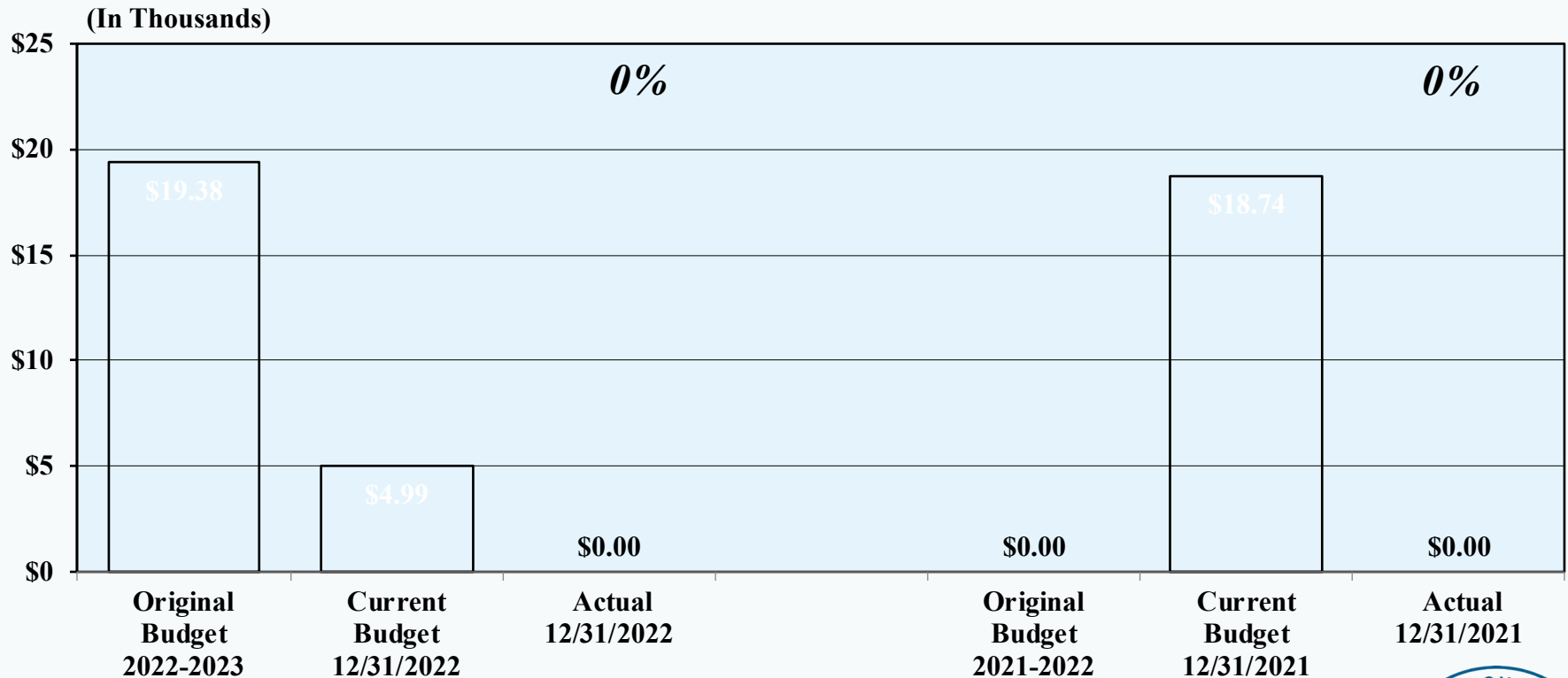
REVENUE – IMPACT FEES BUDGET – TO – ACTUAL



(UNAUDITED)

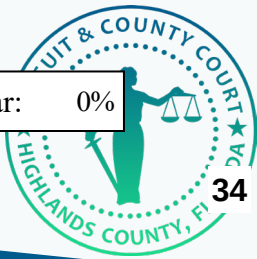
EXPENDITURES – IMPACT FEES

BUDGET – TO – ACTUAL AND ENCUMBRANCES



Actual Less Encumbrances /Current Year : 0%

Actual Less Encumbrances / Prior Year: 0%



(UNAUDITED)

IMPACT FEES

COLLECTION & EXPENDITURE SUMMARY

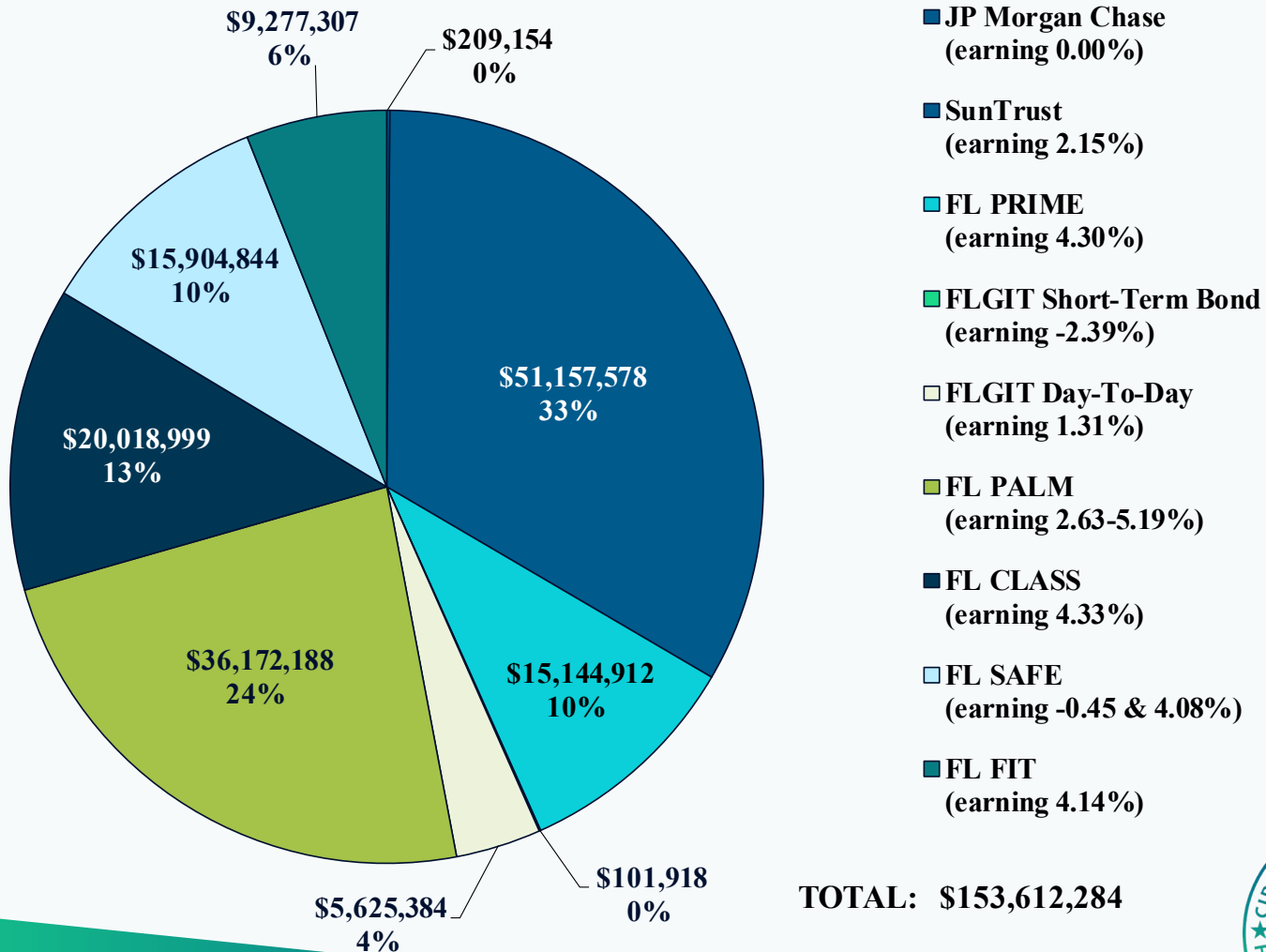
Fund	Collections	Expended / Encumbered	Unspent Balance
FY 2008 Collections, Expended by 9/30/2014			
Parks & Rec. Avon Park	\$ 6,494.48	\$ (4,623.89)	\$ 1,870.59
FY 2009 Collections, Expended by 9/30/2015			
Parks & Rec. Avon Park	2,415.54	0.00	2,415.54
TOTAL			\$ 4,286.13



(UNAUDITED)

BOCC INVESTMENT PORTFOLIO

As of December 31, 2022



■ JP Morgan Chase
(earning 0.00%)

■ SunTrust
(earning 2.15%)

■ FL PRIME
(earning 4.30%)

■ FLGIT Short-Term Bond
(earning -2.39%)

□ FLGIT Day-To-Day
(earning 1.31%)

■ FL PALM
(earning 2.63-5.19%)

■ FL CLASS
(earning 4.33%)

□ FL SAFE
(earning -0.45 & 4.08%)

■ FL FIT
(earning 4.14%)



BOCC INVESTMENT PORTFOLIO

As of December 31, 2022



Investment	Book Value	Market Value	Rate of Return		Investment Earnings		Quarterly Fees	Credit Rating	Purchase Date	Maturity Date	Average Maturity (In Days)	% of Total Portfolio
	General Ledger Balance	Statement Balance	30-day	12-Month	Quarter	YTD						
JP Morgan Chase - Cigna	\$ 352,000.00	\$ 209,153.72	0.000%	0.000%	\$ -	\$ -	\$ -	(a) 5 stars	N/A	N/A	0	0.14%
Truist Bank - Clearing	49,481,640.32	51,121,419.67	0.179%	2.150%	335,862.23	335,862.23	-	(a) 4 stars	N/A	N/A	0	33.28%
Truist Bank - Sweep	36,642.90	36,158.20	0.179%	2.150%	189.14	189.14	-	(a) 4 stars	N/A	N/A	0	0.02%
FL PRIME	15,144,912.46	15,144,912.46	0.781%	4.300%	69,909.79	69,909.79	(c)	(b) AAAm	Various	N/A	1	9.86%
FLGIT - Short-Term Bond	101,917.86	101,917.86	0.423%	-2.393%	937.17	937.17	(c)	(b) AAAf	Various	N/A	3	0.07%
FLGIT - Day to Day Fund	5,625,383.40	5,625,383.40	1.986%	1.310%	15,494.61	15,494.61	(c)	(b) AAAmmf	Various	N/A	1	3.66%
FL PALM	372,187.84	372,187.84	0.359%	4.310%	5,199.99	5,199.99	(c)	(b) AAAm	Various	N/A	1	0.24%
FL PALM Term	-	-	0.000%	0.000%	6,438.37	6,438.37	(c)	(b) AAAf	6/22/2022	10/21/2022	0	0.00%
FL PALM Term	5,000,000.00	5,000,000.00	0.269%	3.230%	-	-	(c)	(b) AAAf	6/22/2022	3/20/2023	79	3.25%
FL PALM Term	5,000,000.00	5,000,000.00	0.219%	2.630%	-	-	(c)	(b) AAAf	5/5/2022	5/2/2023	122	3.25%
FL PALM Term	5,000,000.00	5,000,000.00	0.298%	3.580%	-	-	(c)	(b) AAAf	8/2/2022	5/2/2023	122	3.25%
FL PALM Term	2,500,000.00	2,500,000.00	0.433%	5.190%	-	-	(c)	(b) AAAf	12/13/2022	6/13/2023	164	1.63%
FL PALM Term	5,000,000.00	5,000,000.00	0.309%	3.710%	-	-	(c)	(b) AAAf	6/16/2022	6/15/2023	166	3.25%
FL PALM Term	5,000,000.00	5,000,000.00	0.294%	3.530%	-	-	(c)	(b) AAAf	6/22/2022	6/22/2023	173	3.25%
FL PALM Term	2,300,000.00	2,300,000.00	0.424%	5.090%	-	-	(c)	(b) AAAf	10/25/2022	6/22/2023	173	1.50%
FL PALM Term	6,000,000.00	6,000,000.00	0.298%	3.580%	-	-	(c)	(b) AAAf	8/2/2022	7/31/2023	212	3.91%
FL CLASS	20,018,998.89	20,018,998.89	1.068%	4.331%	81,919.60	81,919.60	(c)	(b) AAAm	Various	N/A	1	13.03%
FL SAFE - Stable NAV	15,786,821.54	15,786,821.54	0.340%	4.084%	71,884.77	71,884.77	(c)	(b) AAAm	Various	N/A	1	10.28%
FL SAFE - Variable NAV	118,022.69	118,022.69	0.445%	-0.450%	856.20	856.20	(c)	(b) AAAf	11/1/2017	3/31/2023	90	0.08%
FL FIT - Cash Pool	9,277,307.48	9,277,307.48	0.602%	4.140%	49,740.05	49,740.05	(c)	(b) AAAf	Various	N/A	1	6.04%
	\$ 152,115,835.38	\$ 153,612,283.75	0.492%	3.274%	\$ 638,431.92	\$ 638,431.92	\$ -			(b) WAM	36	100.00%

Benchmark (a)	0.326%	3.910%
Above/(Below) Benchmark	0.166%	-0.636%

(a) S&P Rated GIP Index/Government Net Yield Benchmark (as of 12/30/2022)

(b) WAM (Weighted Average Maturity)

(c) At Bauer Financial, banks are rated by stars. As of 9/30/2022, JP Morgan Chase was rated 5 stars and Truist Bank was rated 4 stars. The rating system is: 5 star is Superior; 4 star is Excellent; 3 1/2 star is Good; 3 star is Adequate; 2 star is Problematic; 1 star is Troubled.

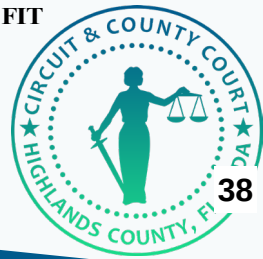
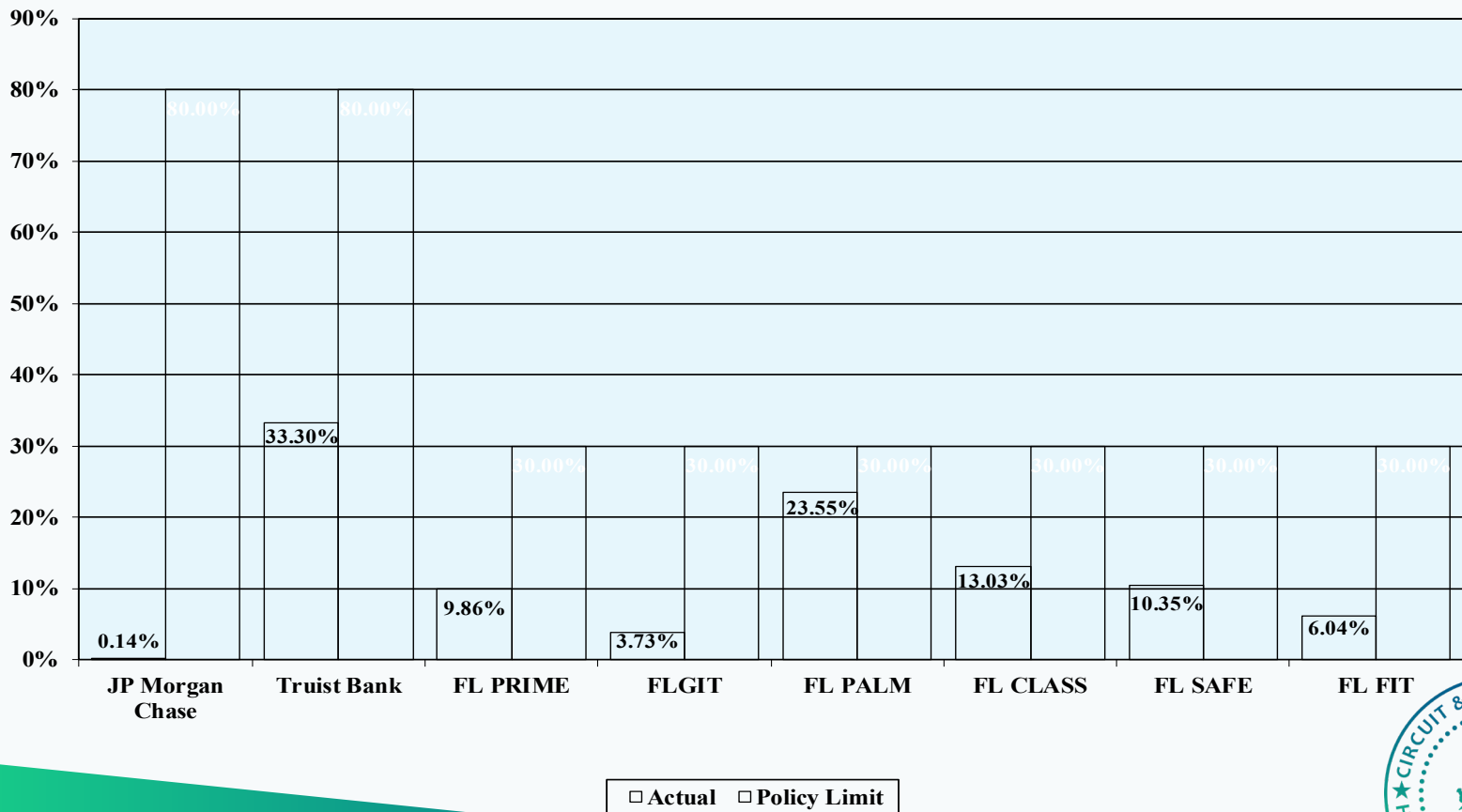
(d) The Standard & Poor's rating scale (excellent to poor) is as follows: AAA, AA+, AA, AA-, A+, A, A-, BBB+, BBB, BBB-, BB+, BB, BB-, B+, B, B-, CCC+, CCC, CCC-, CC, C, D. Any rating lower than a BBB- is considered a speculative or junk bond.

(e) All rates of return are reported net of fees.

(UNAUDITED)

BOCC INVESTMENT PORTFOLIO ISSUER LIMITATIONS

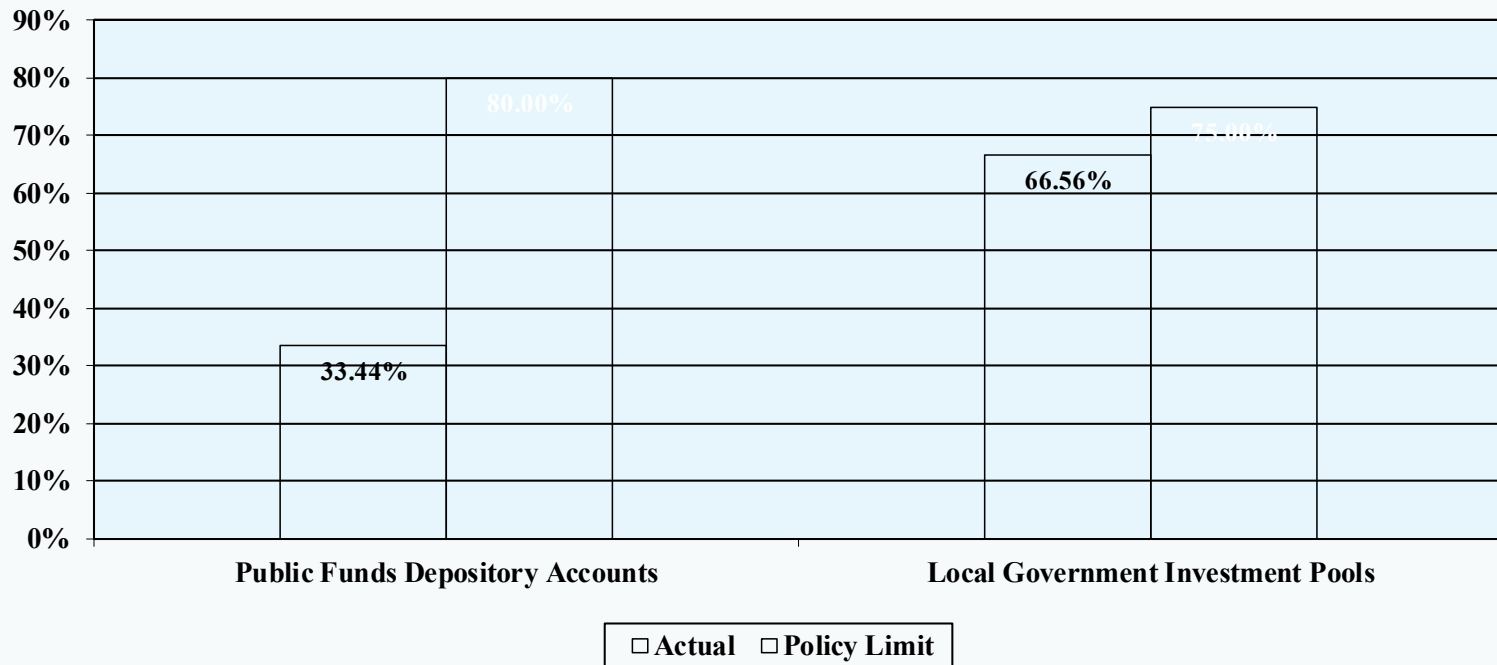
As of December 31, 2022



(UNAUDITED)

BOCC INVESTMENT PORTFOLIO TYPE LIMITATIONS

As of December 31, 2022

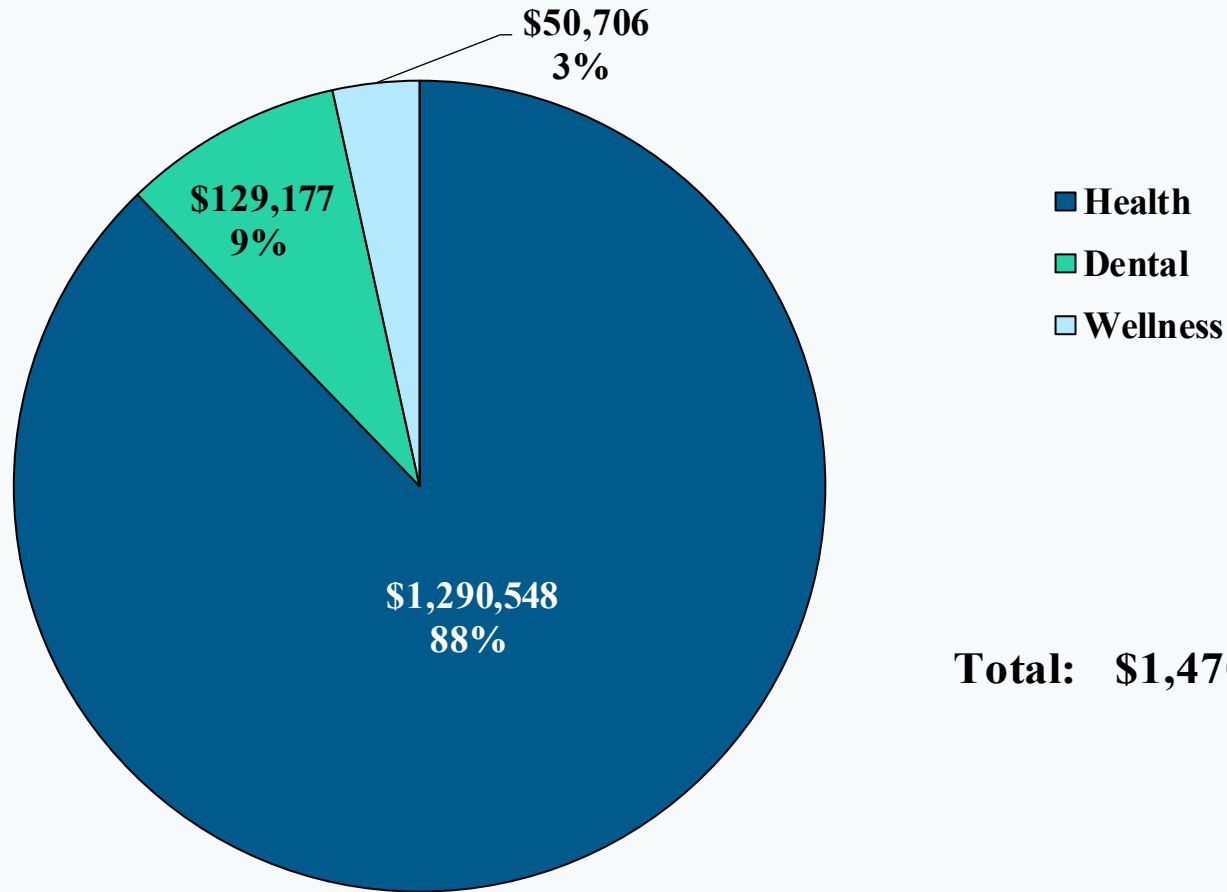


(UNAUDITED)

EMPLOYEE BENEFIT FUND

FUND BALANCE

As of December 31, 2022



Total: \$1,470,431

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant

SUBJECT/TITLE: Request to accept a Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Award in the Amount of \$50,000.00, and adopt Resolution 22-23-42 for Budget Amendment 22-23-029.

STATEMENT OF ISSUE

Highlands County has been awarded a Community Planning Technical Assistance Grant (CPTAG) Award in the amount of \$50,000.00 from the Department of Economic Opportunity (DEO) to be used for a county wide facility study for tourism and recreation.

The County's County-wide Facility Study for Tourism and Recreation will address critical infrastructure improvements and provide the necessary long-term planning and resilience for facilities geared towards an increase in the number of tourists visiting Highlands County for convenient and meaningful recreational activity. With improved facilities and heightened regional travel to Highlands County for recreational activity, improvements can lead to increased opportunities for tourism, hospitality and service industry employment.

RECOMMENDED ACTION

Move to accept a Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Award in the Amount of \$50,000.00, and adopt Resolution 22-23-42 for Budget Amendment 22-23-029.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$50,000.00 to be appropriated in cost center 2700 (Planning and Zoning). The grant award is 100% reimbursable, and funding would be paid back to Highlands County in the amount of \$50,000.00.

Attachments: [22-23-029 Project 22036 DEO CPTAG Tourism Rec Facility Study \(BA\).pdf](#)
[Project 22036 DEO CPTAG Tourism Rec Facility Study.pdf](#)
[DEO Grant Award Letter.pdf](#)
[P0465_Highlands_County to be signed by Grantee.pdf](#)
[22-23-029R Project 22036 DEO CPTAG Tourism Rec Facility Study \(Resolution\).pdf](#)

December 6, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 12/5/2022

SUBMITTED BY: Reagan Fultz

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 2700
DEO CPTAG Tourism & Rec Facility
 PROJECT(S) #: 22036 PROJECT TITLE(S): Study COST CENTER TITLE(S): Planning & Zoning
 *list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3347160Z	Project Architectural	22036	0.00	50,000.00		50,000.00
E	005	2700	53100Z	Project Professional Services	22036	0.00	50,000.00		50,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This budget amendment is necessary due to the County receiving a \$50,000.00 Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant (CPTAG) to conduct a County-wide facility study for tourism and recreation to assign and appropriate the funds into Project 22036.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-029

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
 County Administrator Approved Denied

 ITEM TO ITEM
 RESERVE
XX BY RESOLUTION
 SUPPLEMENTAL BUDGET

Denial

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**Highlands County
Grant/Project Control Record**

INSTRUCTIONS:

- (1) Submit the form to the Office of Management and Budget (OMB), **Sections 1 and 2 MUST** be completely filled out . **Please do not leave anything blank, if it does not apply to your situation use the N/A abbreviation.**
- (2) OMB will assign the Grant/Project number.
- (3) After OMB processes the form, it will be sent to the Clerk's Accounting Division to be entered into the system.
- (4) The Clerk's Accounting Division will make copies of the form after posting the information to the system. Copies will then be sent to the department requesting the Grant/Project number, OMB, and Purchasing.
- (5) This file will be made available in a read only format in Excel under O:\Budget\Budget Forms\Blank Grant-Proj Control Record Form - Revised 03-09-2011.xls.
- (6) Force Account Construction indicates that Highlands County employees will be used in the construction process and that the project will be recorded as an asset in the accounting records.

SECTION 1 - DEPARTMENT

Highlands County Grant/Project Number: 22036	Advanced Funding: ☐ YES ☒ NO CFS: ☐ YES ☒ NO
Add(AD)/Change(CH)/Delete(DL): AD	Reimbursement Type Funding: ☒ YES ☐ NO Grant: ☒ YES ☐ NO
Grant / Project Title: DEO CPTAG Tourism & Rec Facility Study	Force Account Construction: ☐ YES ☒ NO
Description: DEO Community Planning Technical Assistance Grant (CPTAG) for County-wide Facility Study for Tourism and Recreation.	
Grantor / Contributing Agency: Florida Department of Economic Opportunity	Grant ID#: TBD
Grant / Project Period: Begin: 12/5/2022 End: 5/31/2023	
Grant / Project Manager(s): Leah Sauls	*Grant CFDA or CSFA #: 40.024
*(THE FIELD BELOW IS ONLY REQUIRED FOR ALL FEDERAL AND STATE GRANTS.)	
Total Project Amount: \$ 50,000.00	Shares: Local 0 % State 100 % Federal 0 %
Grant / Project Fund #(s): 005 CC#(s): 2700	Expense #(s): 53100Z
Grant / Reimbursement Amount: \$ 50,000.00	Revenue #(s): 3347160Z

SECTION 2 - DEPARTMENT

Form completed by:	Print name: Reagan Fultz	Date: 12/5/2022
	Sign name: <i>Reagan Fultz</i>	Dept: Development Services

SECTION 3 - OMB

Signature: _____ Date Received: **12/5/2022**

SECTION 4 - ACCOUNTING

Signature: _____ Date Received: _____

Date Entered Into System: _____ Date Copies Mailed: _____

Function: _____ Activity: _____

Last Revised: 3/9/2011

June 14, 2022

The Honorable Kathy Rapp
Chairperson, Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, Florida 33870

Re: FY 2022-2023 Community Planning Technical Assistance Grants

Dear Chairperson Rapp:

We appreciate your interest in the Florida Department of Economic Opportunity's Community Planning Technical Assistance grant program and we are pleased to inform you that your grant proposal to develop a *County-wide Facility Study for Tourism and Recreation* was selected for funding in the amount up to \$50,000.

The Department will provide additional information to finalize the scope of work and complete the grant agreement. For your convenience, we have enclosed a copy of our grant agreement template for you to begin your internal review. Beginning on or after July 1, 2022, any invoice for work specifically related to the grant project will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

We look forward to our continued partnership, and if you have any questions, please do not hesitate to contact Scott Rogers, Regional Planning Administrator, by telephone at 850-717-8510 or by email at Scott.Rogers@DEO.MyFlorida.com.

Sincerely,



Benjamin M. Melnick, Deputy Secretary
Division of Community Development

BM/ai

Enclosure

cc: Amanda Iscrupe, Agreement Manager, Florida Department of Economic Opportunity
Randy Vosburg, County Administrator, Highlands County BOCC
Leah Sauls, Development Services Director, Highlands County BOCC
Jennifer Codo-Salisbury, Deputy Director, Central Florida Regional Planning Council

**COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and **Highlands County, Florida** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E:** SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3:** Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2022 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2023 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. DEO shall pay Grantee up to ***Fifty Thousand Dollars and Zero Cents (\$50,000.00)*** in consideration for Grantee's performance under this Agreement. DEO, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/division/aa/vendors>. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at DEO's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by DEO. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee

has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide DEO with copies of any records within ten (10) business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of 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.
5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

- withdrawn or redirected, DEO may terminate this Agreement upon no less than 24 hour written notice to Grantee. DEO 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." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.
2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (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. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
 3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
 4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
 5. **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 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 subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could

result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

- 1. Limitations on Advertising of Agreement.** DEO does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO 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 employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- 2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program 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 Economic Opportunity." If the sponsorship reference is in written

material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:
 - a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice.
 - c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.
2. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.
3. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. DEO has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Agreement.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>

5. Grantee shall submit the final invoice for payment to DEO no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to DEO within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Florida Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.
4. **Right of Set-Off.** DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

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Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon

written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned

- exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
 3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
 4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.
4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO 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 Grantee. Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY (*Not applicable*)

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office,

department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.
2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend DEO against such claims.
3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all DEO security and administrative requirements identified herein. DEO may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. DEO may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements identified herein. Such refusal shall not relieve

Grantee of its obligation to perform all work in compliance with the Agreement. DEO may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.
5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 will assist with questions and answers.
7. DEO shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then 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 shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to DEO's Agency Clerk. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. IDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, 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 Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

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3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.
4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
5. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND DEO**Grantee's Agreement Manager:**

 Leah Sauls, Development Services Director

 501 South Commerce Avenue

 Sebring, FL, 33870

 Telephone: (863) 402-6653

 Email: lsauls@highlandsfl.gov

DEO's Agreement Manager:

 Cristin Beshears

 Department of Economic Opportunity

 107 East Madison Street, MSC 160

 Tallahassee, FL 32399-4120

 Telephone: (850) 717-8486

 Facsimile: (850) 717-8522

 Email: Cristin.beshears@deo.myflorida.com

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY**HIGHLANDS COUNTY, FLORIDA**

By _____
 Signature
Benjamin M. Melnick

 Deputy Secretary
Title Division of Community Development
Date _____

By _____
 Signature
Chris Campbell

 Chairman
Title _____
Date _____

Approved as to form and legal sufficiency, subject
 only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment 1 SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to [Section \(s.\) 163.3168, Florida Statutes \(F.S.\)](#), and Specific Appropriation 2285, Chapter 2022-156, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Highlands County (“Grantee”) shall prepare a county-wide Facility Study for Tourism and Recreation (“Study”). The project shall inventory existing facilities and address the long-term demand for county-wide parks and recreational facilities that can serve the future demand from local and nonlocal users. Partners and organizations to be engaged in the project include: the Highlands County Tourist Development Council, the Highlands County Parks and Recreation Department, the City of Avon Park, the Town of Lake Placid, the City of Sebring, the Avon Park Chamber of Commerce, the Greater Sebring Chamber of Commerce, the Lake Placid Chamber of Commerce, the Sebring Community Redevelopment Agency, the Spring Lake Improvement District, the Sun N’ Lake Improvement District, and the Highlands Hammock State Park. Future improvements to park and recreational facilities can lead to increased opportunities for tourism, hospitality, and service industry employment. The Study includes two components: (1) an assessment of existing parks and recreation facilities to address the future demand to the year 2040; and (2) an assessment of existing and potential parks and recreation facilities to address the Grantee’s sports tourism.
3. **GRANTEE’S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the Agreement Period as set forth in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both Parties.**

A. Deliverable 1. Project Kick-off Meeting; Recreation Report; Subcontract or Notice.

Grantee shall:

1. Conduct a Project Kick-off Meeting to provide an overview of the grant project and solicit input regarding the project. Grantee shall invite the following partners and organizations to attend the Project Kick-off Meeting: the Highlands County Tourist Development Council, the Highlands County Parks & Recreation Department, the City of Avon Park, the Town of Lake Placid, the City of Sebring, Avon Park Chamber of Commerce, the Greater Sebring Chamber of Commerce, the Lake Placid Chamber of Commerce, the Sebring Community Redevelopment Agency, the Spring Lake Improvement District, the Sun N’ Lake Improvement District, and the Highlands Hammock State Park. Grantee shall prepare a written narrative summary of the input received at the Project Kick-off Meeting.
2. Prepare a Recreation Report that includes the following information for the Grantee: (1) an inventory of existing public and private parks, applicable school facilities, open space, other applicable recreation facilities and trails in the county (including county and municipal

facilities); (2) a Recreation Needs Assessment; (3) a Recreation Survey; and (4) any other information deemed appropriate by the Grantee.

The Recreation Needs Assessment shall: (1) identify the existing supply (year 2022) and projected future supply (years 2030 and 2040) of parks and recreation facilities; (2) analyze the existing demand (year 2022) and projected future demand (years 2030 and 2040) for parks and recreation facilities based on demographic growth trends (permanent and seasonal population) and participation trends in recreation; (3) analyze the improvements to parks and recreation facilities that are needed by the years 2030 and 2040 to meet the projected future demand (years 2030 and 2040) for parks and recreation facilities; and (4) identify special facility trends. The identification of special facility trends shall: (a) pertain to facilities for parks, recreation, and tourism recreation; (b) list specific support needs for each facility; (c) evaluate the appropriateness and location of each facility and service characteristics of park facilities within the Grantee's parks system; (d) include criteria for evaluating new types of facilities; (e) complete the Sports Tourism Index to compare Grantee to regional and national standards; (f) prepare an audit of recent sports tourism efforts in the region to determine organizational and community-wide gaps in regional and national sports tourism standards compared to the Grantee; and (g) review the suitability of existing and future sites for sports tourism.

The Recreation Needs Assessment shall consider and be based on the Grantee's diverse resident and traveler (visitor) profile, which includes families, young adults, outdoor enthusiasts and active seniors. The Recreation Needs Assessment shall include a summary description of the methodology and assumptions that are used in the Recreation Needs Assessment regarding the following: (a) existing and projected future supply of parks and recreation facilities; (b) existing and projected future demand for parks and recreation facilities; and (c) existing and future park and recreation improvements that are needed to meet future demand.

The Recreation Survey shall report the results of a survey of the county conducted by Grantee that uses at least one (1) of the following methods of data collection: (1) in-person discussions; (2) focus group discussions; or (3) website-based survey. The Recreation Survey shall be designed to assess Grantee's residents regarding the following: (a) resident satisfaction levels of the quality, quantity, and management of existing parks; and (b) awareness and perception of current recreation facilities and programs.

3. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under the Agreement that has not previously been provided to DEO, Grantee shall provide a copy of the subcontract or amendment to DEO or notify DEO in writing (email acceptable) that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1.

B. Deliverable 2. Sports Tourism Report; Subcontract or Notice.

Grantee shall:

1. Prepare a Sports Tourism Report that includes the following: (1) a Strengths, Weaknesses, Opportunities, and Threats analysis of the Grantee area's existing sports tourism and marketing efforts, facilities, and current community programming; (2) a detailed inventory and analysis of the area's current and planned sports tourism facilities and outline the facility needs (enhancements or new development) that would make the greatest impact on sports tourism and community user groups in and outside of the county; (3) an economic analysis of one potential new sports tourism venue development in the county using a financial/economic impact model for the proposed venue; and (4) an analysis of the model results regarding the development of a new sports tourism venue, and recommendations for development and management of a new sports tourism venue.
2. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, Grantee shall provide a copy of the subcontract or amendment to DEO or notify DEO in writing (email acceptable) that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. County-wide Study; Public Workshop; Subcontract or Notice.

Grantee shall:

1. Prepare a draft county-wide Study that includes the following Grantee information: (1) Recreation Report of Deliverable 1; (2) Sports Tourism Report of Deliverable 2; (3) short-term (five year) and long-term (year 2030 through year 2040) goals to address the demand for recreation county-wide; (4) short-term and long-term strategies to provide recreation for the Grantee's residents and visitors, including strategies to develop recreation-based tourism; (5) plans for development and improvements at parks and recreation facilities to meet the future demand (year 2040) of new residents and visitors seeking recreation opportunities; (6) maps of existing and potential future parks and recreation facilities; (7) a scorecard to measure progress and achievements for the provision of parks and recreation facilities; (8) recommendations for venue funding and management tools that are visible and sustainable for the Grantee and its partners, long-term; (9) potential public/private partnerships and corporate engagement opportunities for all proposed structures and new programs suggested within the plan; and (10) any other information deemed appropriate by the Grantee.
2. Conduct at least one (1) advertised community public workshop to present the draft county-wide Study and to solicit public input regarding the draft Study. Grantee shall prepare workshop materials including public notice, agenda, and any Grantee presentation materials. Grantee shall prepare a written narrative summary of the public input received at the workshop.
3. Prepare the final Study that includes the following information: (1) Recreation Report of Deliverable 1; (2) Sports Tourism Report of Deliverable 2; (3) short-term (five year) and long-

term (year 2030 through year 2040) goals to address the demand for recreation county-wide; (4) short-term and long-term strategies to provide recreation for the Grantee's residents and visitors, including strategies to develop recreation-based tourism; (5) plans for development and improvements at parks and recreation facilities to meet the future demand (year 2040) of new residents and visitors seeking recreation opportunities; (6) maps of existing and potential future parks and recreation facilities; (7) a scorecard to measure progress and achievements for the provision of parks and recreation facilities; (8) recommendations for venue funding and management tools that are visible and sustainable for the Grantee and its partners, long-term; (9) potential public/private partnerships and corporate engagement opportunities for all proposed structures and new programs suggested within the plan; and (10) any other information deemed appropriate by the Grantee. The final Study shall be based upon the draft Study (results of Section 3.C.1. above), input received from the public workshop (results of Section 3.C.2. above) and revisions to the draft Study deemed appropriate by the Grantee.

4. If the Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement that has not previously been provided to DEO, provide a copy of the subcontract or amendment to DEO in writing (email acceptable) that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3.

4. **DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Project Kick-off Meeting; Recreation Report; Subcontract or Notice. In accordance with Section 3.A. of this Scope of Work, Grantee shall: (1) prepare Project Kick-off Meeting agenda, any Grantee presentation materials, and conduct the Project Kick-off	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Copy of Project Kick-off Meeting agenda, any Grantee presentation materials, and written narrative summary of input received at the meeting. 2. Recreation Report. 3. Copy of a subcontract or amendment to a	\$15,000.00	As provided in Section 12 of this Scope of Work, below.

Meeting; (2) prepare a written narrative summary of the input received at the Project Kick-off Meeting; (3) prepare Recreation Report; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice. Deliverable due date: March 3, 2023	subcontract entered into by the Grantee, if any, or written notice to DEO (email acceptable) that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.		
Deliverable 2. Sports Tourism Report; Subcontract or Notice. In accordance with Section 3.B. of this Scope of Work, Grantee shall: (1) prepare a Sports Tourism Report; and (2) provide a copy of a subcontract, amendment to a subcontract, or notice. Deliverable due date: March 31, 2023	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Sports Tourism Report. 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or written notice to DEO (email acceptable) that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$15,000.00	As provided in Section 12 of this Scope of Work, below.

Deliverable 3. County-wide Study; Public Workshop; Subcontract or Notice. In accordance with Section 3.C. of this Scope of Work, Grantee shall: (1) prepare a draft county-wide Study; (2) prepare public workshop notice and agenda, conduct workshop and prepare written summary of input received at workshop; (3) prepare a final county-wide Study; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice. Deliverable due date: May 19, 2023	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. Draft county-wide Study. 2. Copy of public workshop public notice, agenda, any Grantee presentation materials, and written narrative summary of input received at the workshop. 3. Final county-wide Study. 4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or written notice to DEO (email acceptable) that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	\$20,000.00	As provided in Section 12 of this Scope of Work, below.
Total Amount Not to Exceed: \$50,000.00			

**** Note regarding comprehensive plan amendments:** Providing DEO a copy of a comprehensive plan amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement in s. 163.3184, F.S. To satisfy both the terms of this Agreement and the statutory transmittal requirement, Grantee must provide a copy of the plan amendment to DEO's Agreement Manager **and** send a copy of the proposed or adopted comprehensive plan transmittal package to DEO at the following address: D. Ray Eubanks, Plan Review and Processing Administrator, Florida Department of Economic Opportunity, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

- 6. SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to DEO's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
- 7. DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. EST on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- 8. BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
- 9. COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.
- 10. INVOICE SUBMITTAL AND PAYMENT.**
- A.** DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B.** Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into DEO's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the**

deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).

- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:
1. Grantee's name and address;
 2. Grantee's federal employer identification number;
 3. the Agreement number;
 4. the Grantee's invoice number;
 5. an invoice date;
 6. the dates of service;
 7. the deliverable number;
 8. a description of the deliverable;
 9. a statement that the deliverable has been completed; and
 10. the amount being requested.
- D. Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:
1. **For Work Performed by a Subcontractor:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
 - b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
 - c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).
 2. **For Work Performed by Grantee's Employees:**
 - a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
 - b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid

hourly, a document reflecting the hours worked times the rate of pay is acceptable.

- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE.

Grantee shall submit all deliverables to the DEO CPTA Deliverables email at CPTADeliverables@deo.myflorida.com and DEO's Agreement Manager or upload the deliverable documents into DEO's SERA system for review. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

12. FINANCIAL CONSEQUENCES.

- A. Financial consequences of \$50 per business day, up to a maximum amount of \$500, shall be imposed in each of the following circumstances:
 - 1. Grantee submits a deliverable to DEO more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by DEO or the maximum amount of financial consequence accrues, whichever occurs first.
 - 2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.

- B. Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

- A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);
- B. A request for an extension of time received by DEO's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

- C. If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
- D. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

18. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:

- A. Stop work under this Agreement on the date and to the extent specified in the notice;
- B. Complete performance of such part of the work as shall not have been terminated by DEO;
- C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
- D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Agreement #P0465

Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____

INVOICE NO.: _____

FEIN: _____

INVOICE DATE: _____

Agreement No.: _____

TO:

Florida Department of Economic Opportunity
 Division of Community Development
 Attn.: Cristin Beshears
 107 East Madison Street
 Caldwell Building, MSC 160
 Tallahassee, FL 32399

FOR:

[Grantee name]
 [Grantee address]
 [Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ Deliverable _____ Completed: [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	 \$__
TOTAL	\$__

INVOICE

INVOICE DATE: _____

[Grantee name]
[Grantee address]
[Grantee phone number]

76

INVOICE

INVOICE DATE: _____

[Grantee name]
[Grantee address]
[Grantee phone number]

77

Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR



Meredith Ivey
ACTING SECRETARY

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	Contract Amount	_____
Vendor ID:	_____	Deobligated Funds	_____
Contract End Date:	_____	Final Contract Amount	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from DEO	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract. - The following recipient income was earned under this contract.			
Description of Recipient Income			
Source	Amount	Expended	Balance
Total Program Income	\$0.00	\$0.00	\$0.00

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period. - All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of \$1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Economic Opportunity if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.					
Description of Property Inventory					
Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____
Title: _____	Date Signed: _____

Section E: DEO Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.	
Name: _____	Signature: _____

Agreement #P0465

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

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 DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal

year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

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 recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO 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.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, 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 DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

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

N/A

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

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF ECONOMIC OPPORTUNITY – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - \$ 50,000.00**

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

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)?
____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

RESOLUTION NO. 22-23-42

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-029 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-029 is hereby approved and authorized to appropriate State Grant awarded funding for DEO CPTAG Tourism & Rec Facility Study to Project #22036 for FY22/23. The net fiscal impact is an increase in the amount of \$50,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of March, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-058 for 1st quarter FY (fiscal year) 23 reemployment charges

STATEMENT OF ISSUE

The Reemployment Compensation charges for the Board of County Commissioners for the 1st quarter of FY 22/23 are \$240.34. The Cost Centers listed on the attached budget amendment have reemployment claims being charged against them that currently do not have funds available as Board departments do not budget for reemployment charges unless there were anticipated reductions to staff as part of the FY 22/23 Adopted Budget. Budget Amendment 22-23-058 will transfer funds from the Regular Salaries & Wages account for the Solid Waste Fund to the affected departments' Reemployment Compensation account to provide funding for the 1st quarter's reemployment claims for FY 22/23.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-058 for 1st quarter FY (fiscal year) 23 reemployment charges.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning \$240.34 in cost center 4210 (Refuse Collection System) from account 51200 (Regular Salaries & Wages) to account 52500 (Reemployment Compensation).

Attachments: [22-23-058 Reemployment Tax - 1st Q 23 \(BA\).pdf](#)

February 14, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 2/14/2023

SUBMITTED BY: OMB

FUND(S): 401 FUND TITLE(S): Solid Waste COST CENTER(S) #: 4210

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Refuse Disposal System

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	401	4210	51200	Regular Salaries & Wages		1,002,956.00		240.34	1,002,715.66
E	401	4210	52500	Unemployment Compensation		0.00	240.34		240.34
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To adjust the budget for reemployment claims for the 1st Quarter of FY 22/23.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-058

TRANSFER TYPE:

Approval

ACTION:

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

Denial

XX ITEM TO ITEM
RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator
Ingra Gardner, Community Programs Director
Vikki Brown, Highlands Library System Manager

SUBJECT/TITLE: Request approval to send a letter of support to each member of the Highlands County Legislative Delegation in support of the Highlands County Library System's request for funding to Florida Public Libraries.

STATEMENT OF ISSUE

The Highlands County Library System has requested a letter of support from the Board of County Commissioners to the Highlands County Legislative Delegation supporting their request for funding allotments to Florida public libraries. The request of the Highlands County Library system is that funding to State Aid to Libraries be sustained in the amount of \$17,500,000; in conjunction with \$6,000,000, in non-recurring funding pursuant to Florida Statutes, Section 257.17; an appropriation of \$9,000,000, to public library construction grants to support the nineteen ranked, eligible applications; fund the Career Online High School for \$750,000; and support of the recurring ask of \$2,000,000, for the library cooperative grant will allow our public libraries, including Highlands County's system, to continue being the resource and information hub of our communities.

RECOMMENDED ACTION

Move to approve to send a letter of support to each member of the Highlands County Legislative Delegation in support of the Highlands County Library System's request for funding to Florida Public Libraries.

FISCAL IMPACT

No fiscal impact.

Attachments: [Library Support Letter_Grall.sgs.CLEAN.pdf](#)
[Library Support Letter_Tuck.sgs.CLEAN.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

March 7, 2023

Senator Erin Grall
306 Senate Building
404 South Monroe Street
Tallahassee, FL 32399-1100

Dear Senator Grall,

As you know, public libraries in Florida play a crucial role in the local communities which they serve. Public libraries provide citizens with access to digital resources and the internet; they connect members of the public with resources for reemployment, continuing education tools, and professional advancement; and public libraries provide resources that connect families, encourage literacy skills, and foster personal and professional growth.

The Highlands County Library System which is part of the Heartland Library Cooperative is no different. We have increased efforts to ensure that our community has the resources necessary to build strong families and community awareness. Highlands County libraries provide access to computers, books, video games, DVDs, audiobooks, electronic materials, and continuing education resources. Recently, hotspots and board games were added to the list of services provided. These hotspots allow citizens to work from home, apply for jobs, continue their education, and allow K-12 students to complete their homework. In addition, board games provide a mechanism to increase family bonding time and literacy skills for learners of all ages.

From October 2022 to January 2023, the Highlands County Library System recorded 55,254 visits, an increase of 10,841 visits over the same time period in fiscal year 21-22. The Highlands County Library System maintains partnerships with Big Brothers, Big Sisters, Boys and Girls Clubs, Children's Advocacy Center of Highlands, Healthy Family Highlands, and the Veteran's Service Office of Highlands County and began a new partnership with South Florida State College in 2022. Additionally, the Heartland Library Cooperative's new mobile library initiative, funded in part by the Institute of Museum and Library Services, received news coverage by NPR and ABC Action News when highlighting the importance of library services.

In order to continue library efforts in our community, the Highlands County Library System and other Florida libraries need funding. Sustaining State Aid to Libraries in the amount of \$17,500,000; in conjunction with \$6,000,000, in non-recurring funding pursuant to Florida Statutes, Section 257.17; appropriating \$9,000,000, to public library construction grants to support the nineteen ranked, eligible applications; funding Career Online High School for \$750,000; and supporting the recurring ask of \$2,000,000, for the library cooperative grant will allow our public libraries, including Highlands County's system, to continue being the resource and information hub of our communities. Please be part of continuing this crucial component of our community – our library system.

Sincerely,

Chris Campbell, Chairman
Highlands County Board of
County Commissioners



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

March 7, 2023

Representative Kaylee Tuck
308 House Office Building
402 South Monroe Street
Tallahassee, FL 32399-1300

Dear Representative Tuck,

As you know, public libraries in Florida play a crucial role in the local communities which they serve. Public libraries provide citizens with access to digital resources and the internet; they connect members of the public with resources for reemployment, continuing education tools, and professional advancement; and public libraries provide resources that connect families, encourage literacy skills, and foster personal and professional growth.

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From October 2022 to January 2023, the Highlands County Library System recorded 55,254 visits, an increase of 10,841 visits over the same time period in fiscal year 21-22. The Highlands County Library System maintains partnerships with Big Brothers, Big Sisters, Boys and Girls Clubs, Children's Advocacy Center of Highlands, Healthy Family Highlands, and the Veteran's Service Office of Highlands County and began a new partnership with South Florida State College in 2022. Additionally, the Heartland Library Cooperative's new mobile library initiative, funded in part by the Institute of Museum and Library Services, received news coverage by NPR and ABC Action News when highlighting the importance of library services.

In order to continue library efforts in our community, the Highlands County Library System and other Florida libraries need funding. Sustaining State Aid to Libraries in the amount of \$17,500,000; in conjunction with \$6,000,000, in non-recurring funding pursuant to Florida Statutes, Section 257.17; appropriating \$9,000,000, to public library construction grants to support the nineteen ranked, eligible applications; funding Career Online High School for \$750,000; and supporting the recurring ask of \$2,000,000, for the library cooperative grant will allow our public libraries, including Highlands County's system, to continue being the resource and information hub of our communities. Please be part of continuing this crucial component of our community – our library system.

Sincerely,

Chris Campbell, Chairman
Highlands County Board of
County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Sarah Beth Rogers, Economic Development Manager

SUBJECT/TITLE: Request acceptance of the Rural Toolkit Site Preparedness Grant from Enterprise Florida Inc. in the amount of \$25,000 and adoption of Resolution 22-23-69 for Budget Amendment 22-23-057 to set up Project 22049 (Rural Toolkit Site Prep).

STATEMENT OF ISSUE

The Highlands County Economic Development Office has been awarded \$25,000 for site readiness purposes from Enterprise Florida; this will be used to continue to work with Kimley Horn on utility improvements at the Sebring Airport.

RECOMMENDED ACTION

Move to accept the Rural Toolkit Site Preparedness Grant from Enterprise Florida Inc. in the amount of \$25,000 and adoption of Resolution 22-23-69 for Budget Amendment 22-23-057 to set up Project 22049 (Rural Toolkit Site Prep).

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget is increasing for FY22/23. This budget amendment is recognizing additional revenue in the amount of \$25,000.00 in Fund 005, cost center 2810 (Economic Development), and project 22049.

Attachments: [22-23-057 Project 22049 Rural Toolkit Site Prep FY22-23 \(BA\).pdf](#)
[22-23-057R Project 22049 Rural Toolkit Site Preparedness Grant FY22-23 \(Resolution\).pdf](#)
[Complete_with_DocuSign_FY_23_G-04231_Highlands - v2.pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

SUBMITTED BY: **Sarah Beth Rogers**

*list additional cost centers on reverse side of form

REASON: To add an additional allocation in grant funds that has been allotted to Project 22049 Rural Toolkit Site Preparedness Grant FY22-23.

Posted by Clerk:

RESOLUTION NO. 22-23-69

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-057 TO
THE GENERAL FUND; PROVIDING FOR LEGISLATIVE
FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF
BUDGET AMENDMENT; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-057 is hereby approved and authorized to add an additional allocation in grant funds that has been allotted to Project 22049 Rural Toolkit Site Preparedness Grant FY22-23 in the amount of \$25,000.

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

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

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

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

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

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

PASSED AND ADOPTED this 21st day of February 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

ENTERPRISE FLORIDA
RURAL FLORIDA SITE PREPAREDNESS GRANT AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into by and between **ENTERPRISE FLORIDA, INC.**, a Florida not-for-profit corporation (hereinafter referred to as "EFI") and **Highlands County BOCC** (hereinafter referred to as "Grantee" and jointly referred to as "the Parties").

RECITALS

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

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

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

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

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

1. Term. The term of this Agreement begins on **January 16, 2023** and ends on **June 30, 2023**. EFI is not obligated to pay for costs incurred by Grantee related to this Agreement prior to its beginning date or after its ending date.

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

- a) The Funds shall be expended solely for reimbursement of expenses related to the Program as approved by EFI and the provisions within the Grant Reimbursement Process attached hereto as "Exhibit C" and fully incorporated herein ("Allowable Expenses"). Grantee may invoice periodically throughout the term as appropriate, and funds will be provided upon approval by EFI.
- b) Invoices are required to outline funds expended with receipts for all expenses attached as an Exhibit 1. If possible, proof of work completed shall be attached as an Exhibit 2. EFI may require Grantee to provide further information or documentation to substantiate any invoice submitted. All invoices are subject to approval by EFI for accuracy and completeness. EFI may not unreasonably withhold approval.
- c) Grant recipient shall be reimbursed for allowable project costs resulting from obligations incurred during the Agreement period subject to EFI's approval. Activities for which state funds

may NOT be spent include the following (this also applies to any subcontractors or consultants that are paid with Grant funds):

1. Staff salaries.
2. Purchase of equipment, furniture, or fixtures.
3. Receptions, gifts, gift cards, awards, trophies, or membership dues.
4. Lobbying any branch of state government.
5. Administration of the project in excess of 10 percent of the Grant award.
6. Project costs incurred related to the Agreement prior to its beginning date or after its ending date.
- 7. Travel expenses not made pursuant to Section 112.061, Florida Statutes.**
8. Business entertainment expenses, including meals or activity fees.
9. Participation in trade shows, air shows, consultant events, and congressional delegations for more than three (3) key staff members and/or officers of the prospective Grantee per activity.
10. Participation in activities or events that are not located in the Continental United States(CONUS).

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

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

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

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

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

7. Assignments and Subcontracts.

- a. Grantee shall not assign the responsibility for this Agreement to another party.
- b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Grantee subcontracts all or part of the work contemplated under this Agreement, such arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable

state and federal law. EFI shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will indemnify and defend EFI against any such claims.

- c. Grantee shall make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from EFI in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor.
- d. EFI shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in EFI's judgment, are insufficient.

8. MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES.

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

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

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

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

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

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

12. Indemnification. Grantee shall indemnify, defend and hold harmless EFI and the State of Florida from any and all claims, suits, judgments or damages arising from the Proposal and Grantee's obligations under this Agreement to the extent allowed by law.

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

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

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

EFI: Enterprise Florida, Inc.
Michelle Boylan, Director, Contracts, Grants & Compliance
800 N. Magnolia Ave. Ste. 1100
Orlando, FL 32803
PHONE: 407-956-5636
mboylan@eflorida.com

Grantee: Highlands County BOCC
Jeff King, Executive Manager
501 S Commerce Ave
Sebring, FL 33870
PHONE: (863) 4012-6924
EMAIL: jking@highlandsfl.gov

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

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

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

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

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

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

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

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

23. Counterparts. This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, facsimile signatures shall be of the same force and effect as original signatures.

24. EFI Standard Terms & Agreements. EFI's Standard Contract Terms & Agreements, attached hereto as "Exhibit A", are fully incorporated herein and are binding upon the Parties.

Intentionally Left Blank

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

HIGHLANDS COUNTY BOCC

ENTERPRISE FLORIDA, INC
(EFI)

Chris Campbell

*Chair, Highlands County Board of
County Commissioners*

Laura DiBella

Secretary of Commerce

Or – Designee:

Date

Date

EXHIBIT A**Enterprise Florida Standard Contract Terms & Agreements 2022-2023**

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

2. EFI may terminate this Agreement with or without cause at any time by providing written notice to Grantee. A termination for cause may occur due to (i) Grantee's willful misconduct or gross negligence; or (ii) Grantee's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables; or (iv) any other reason provided herein.

3. In the event of termination, EFI's sole obligation and liability to Grantee, if any, shall be to pay Grantee that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled.

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

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

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

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

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

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

10. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

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

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

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

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

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

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

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

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

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

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

21. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B - Scope of Work

[Rural Florida Site Preparedness](#)

Response ID: [282406636](#)

Submitted Date: 2023-01-04 21:21:06

Completion Time: 1 weeks 1 hr. 41 min. 9 sec.



Rural Florida Site Preparedness Grant Program

Application Materials and Submission Instructions

Application must be completed in its entirety prior to submission. Partially completed applications will not be accepted or considered. All supporting documentation must be included and uploaded with the application.

Questions on the application process may be submitted to: mboylan@enterprise florida.com

Deadline for applications is May 15th, 2023

- Read and review the Site Criteria in full before completing an application.
- Read and review the application in full before completing an application.
- Community must have rural designation from the Florida Department of Economic Opportunity at the time of application.
- The Site Preparedness application consists of an application form, a certification form, and optional attachments. To be considered for a grant, all items must be submitted in a single submission. Failure to provide the required information could result in a delay in the review of, or rejection of, an application.
- Letter(s) of Support are optional **but recommended**. Applications that include letters of support from representatives of properties, the county, city or town in which the project is located, or similar will be given special consideration.

- Enterprise Florida reserves the right to require the submission of additional information in connection with any application or to require the revision of an application.
- Applicants approved will be required to enter a grant agreement with Enterprise Florida in order to receive the funding. EFI may request additional information while negotiating the agreement.

ORGANIZATIONAL INFORMATION

All applicants must meet eligibility requirements for the grant program.

Does your organization serve as the economic development organization for a Rural community or county?

Yes

Which of the following statements is true of the county or community your organization represents?

A county with a population of 125,000 or fewer which is contiguous to a county with a population of 75,000 or fewer

Are you a Non-for-Profit Company?

No

CONTACT INFORMATION

Full Legal Organization Name

Highlands County Board of County Commissioners | Office of Economic Development

Street Address

501 S Commerce Avenue

City

Sebring

County
Highlands

State
FL

Zip
33870

FEIN# Organization Website
59-6000655 HighlandsFL.gov

Organization President Executive Director/CEO

First Name
Laurie

Last Name
Hurner

Title
County Administrator

Phone
(863) 402-6500

Email
lhurner@highlandsfl.gov

Grant Manager

First Name
Jeff

Last Name
King

Title
Executive Manager Business & Economic Development

Phone
(863) 402-6924

Email
jking@highlandsfl.gov

PROJECT INFORMATION

Grant Purpose

Project or Site
Address:

Site specific planning and pre-development activities including property surveys, master planning, engineering surveys, or environmental studies

128 Authority Lane

Plot/Land Numbers: (if applicable)

C-05-35-30-A00-0020-0000 401 WEBSTER TURN DR; C-05-35-30-A00-0020-0050 100 BOEING AVE; C-08-35-30-A00-0010-0000 8400 HAYWOOD TAYLOR BLVD; C-06-35-30-A00-0020-0010 116 SHICANE DR; C-06-35-30-A00-0020-0020 181 WEBSTER TURN DR; C-05-35-30-A00-0020-7350 185 SABRE DR; C-05-35-30-A00-0020-0510 422 WEBSTER TURN DR; C-05-35-30-A00-0020-9080 463 WEBSTER TURN DR; C-05-35-30-A00-0020-0040 12 CROSLEY LN; C-05-35-30-A00-0020-9080 463 WEBSTER TURN DR; C-07-35-30-A00-0010-0040 170 MIDWAY DR; C-05-35-30-A00-0020-0500 8200 HAYWOOD TAYLOR BLVD; C-07-35-30-A00-0010-0060 150 MIDWAY DR; C-08-35-30-A00-0010-0260 128 AUTHORITY LN; C-08-35-30-A00-0010-0010 2213 CARROL SHELBY RD; C-08-35-30-A00-0010-0850 108 GOLDEN EAGLE DR; C-08-35-30-A00-0010-0900 120 GOLDEN EAGLE DR; C-08-35-30-A00-0010-0370 197 CHALLENGER DR; C-08-35-30-A00-0010-0360 201 CHALLENGER DR; C-08-35-30-A00-0010-0340 1 LOCKWOOD LN; C-08-35-30-A00-0010-0140 128 AUTHORITY LN; C-08-35-30-A00-0010-0160 29536 FLYING FORTRESS LN; C-05-35-30-A00-0020-0030, C-05-35-30-A00-0020-0100 8041 HAYWOOD TAYLOR BLVD; C-05-35-30-A00-0020-0600 150 BEECH LN; C-05-35-30-A00-1040-0C10 440 HENDRICKS FIELD WAY; C-05-35-30-A00-1040-0C20 442 HENDRICKS FIELD WAY; C-05-35-30-A00-1040-0C30 444 HENDRICKS FIELD WAY; C-05-35-30-A00-1040-0C40 446 HENDRICKS FIELD WAY; C-05-35-30-A00-1030-0C10 5 CROSLEY LN; C-05-35-30-A00-1030-0C20 7 CROSLEY LN; C-05-35-30-A00-1030-0C30 9 CROSLEY LN; C-05-35-30-A00-1030-0C40 11 CROSLEY LN; C-05-35-30-A00-1030-0C50 13 CROSLEY LN;

Size of the parcel/building (if applicable)

2400 acres

The maximum amount available for funding is \$25,000.00

Grant Amount Requested:

25000

Is this a matching funds request?

No

Are there additional or other funds dedicated to support this project?

Yes

If answered "yes" to either question above, please describe the purpose of the matching funds or additional/other funds invested in this project:

The larger aspect of this project will be the conversion of the spray fields at the airport to additional Industrial land and the increase of capacity available to the airport for future projects.

Anticipated Project Timeline:

All activities must be initiated and/or completed between July 1, 2022 - June 30, 2023.

Start Date End Date
01/16/2023 06/30/2023

Project Description: Provide a description of the initiative, project or development this grant will support. If this grant will fund a portion of a larger initiative, project or development, please describe (1) the larger initiative (2) progress made to-date and (3) how this grant will contribute to the larger initiative:

This grant will provide the preliminary engineering estimates needed to connect the Sebring Airport & Industrial Park's Wastewater Treatment System to the City of Sebring's main system. A number of years ago the city acquired the airport system with the intention of connecting it to that larger main system. Total linear distance of wastewater lines to be run is 5 miles. There is a need to expand the WWTP capacity, meaning this is part of a larger system expansion project by the city. There are 2 main economic development benefits to this project. #1 The airport system has an extremely small excess capacity (<90,000 GPD) which severely limits their capabilities to attract projects of entire sectors of industry that need large amounts for operations. #2 Connecting to the main system would free up nearly 40 acres of industrial zoned space, with all utilities present, on a rail spur in an industrial park, adjacent to an airport, with a major highway a few miles away.

Statement of Need: Provide a description of why the grant is needed (example: How this investment will assist with bringing the site to shovel-ready or how this funding will support proposed municipal process improvement)

The current Wastewater Treatment Plant capacity at the Sebring Airport is at less than 90,000GPD. This severely limits the types of manufacturing or processing that can be done in value added agriculture, food and beverage manufacturing, or the life sciences that have much greater water and wastewater needs. The least expensive option for the airport is to run new lines from the main city system. This 5 miles worth of lines will be a tremendous enhancement to the airport. The City of Sebring is exploring options to build new facilities and expand current capacity at their existing facilities so this will be part of a much larger project. Adding 800 acres of industrial property to municipal water and wastewater systems will be a huge boost to marketing the airport and greater community at large.

Work Plan and Approach: Provide a description of the proposed work plan and approach. This response can include the steps that will be taken, deliverable expected, and, if applicable, a description of the in-kind or matching resources and/or funds that will be dedicated to the support project. Please also describe the steps that would occur following this grant in order to make the larger initiative successful.

Proposed work plan will be to use an engineering firm from our library of consultants to prepare the engineering estimates from the Airport's and City's engineering previous work mapping the system and hydraulic models that are already on hand. This cost and time savings will allow this portion of the project to come in at a reasonable cost and time to complete.

Project Impact: Provide a description of the impact and public benefits that will result from the grant-funded initiative, project or development.	Edit this text	Description of Attachment:	Additional Project Attachments	Additional Project Attachments	Letter of Support Attachment	Letter of Support Attachment
There are several impacts and public benefits. First, the system capacity at the Sebring Airport will increase by several hundred thousand gallons per day as soon as pipes are connected. This in turn will open up the capabilities of the airport to handle much larger and more diverse projects. We could easily see the doubling of the 450 people currently employed at the airport's industrial park. The main public benefit will be the additional high quality jobs that improved infrastructure and utility capabilities at the airport will bring. A secondary effect is new sewer lines passing 5 miles of residential to get to the airport. Highlands County currently has more than 80% of homes on septic tanks. There is a large environmental benefit to bringing that number down. A project like the Port of Miami will need	- Map showing project location information	Sebring Wastewater Map	SebringWW_3-15-21 V6.pdf	Sebring Water Map Exhibit.pdf	Ent FL Rural Grant Rec 12.22.pdf	2023.01.04 Enterprise FLA Sebring Airport Letter of Support.pdf

Project Expense
Engineering

Price
25000

Quantity

1

Total

25000

Project Expense

Price

Quantity

Total

Project Expense

Price

Quantity

Total

Project Expense

Price

Quantity

Total

Project Expense

Price

Quantity

Total

Grand Total

25000

Activity

Selection of engineering firm

Project Timeframe or Completion Date

01/30/2023

Activity

gathering data for firm

Project Timeframe or Completion Date

03/31/2023

Activity

Engineering completed for ask

Project Timeframe or Completion Date

06/30/2023

Activity

Project Timeframe or Completion Date

Applicant Certification:

By signing below, you certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of your knowledge and that you will abide by all legal, financial and reporting requirements as outlined in the Grant Program Guidelines

I AGREE

- I AGREE

Name of Applicant Applicant Title

Jeff King Executive Manager Business & Economic Development

Date Submitted

01/04/2023

File List (Protected)

SebringWW_3-15-21 V6.pdf (1958Kb.):

http://app.formassembly.com/uploads/get/b30c24fb02ab3fbee8445bae48e75795-SebringWW_3-15-21-V6.pdf

Sebring Water Map Exhibit.pdf (2235Kb.):

<http://app.formassembly.com/uploads/get/f719635d9729503103914a576ccf5769-Sebring-Water-Map-Exhibit.pdf>

Ent FL Rural Grant Rec 12.22.pdf (237Kb.):

<http://app.formassembly.com/uploads/get/8c67a8ce4bef17956b8b5b96b03a8f77-Ent-FL-Rural-Grant-Rec-12.22.pdf>

2023.01.04 .Enterprise FLA Sebring Airport Letter of Support.pdf (229Kb.):

<http://app.formassembly.com/uploads/get/891c5e01e8697ce7e83719ca845a1aa1-2023.01.04-.Enterprise-FLA-Sebring-Airport-Letter-of-Support.pdf>

EXHIBIT C - Grant Reimbursement Process



Grant Reimbursement Requirements

1. All Marketing Materials produced **MUST** include the Enterprise Florida Logo.
2. The grant project must be completed within the term identified within the grant agreement.
3. All project costs must be paid in full prior to requesting reimbursement as evidenced by:
 - Proof of payment (bank or credit card statements, copies of checks, receipts marked paid)
 - Proof of expense from the vendor with description of services/products provided and the amount.
4. Provide an invoice to Enterprise Florida, Inc. for the reimbursement request detailing each expense requesting reimbursement for.
5. Provide proof of performance
 - For print advertising - A physical copy of the publication must show the publication name and date and display the advertisement and EFI logo.
 - For digital advertising – A screenshot of the webpage showing EFI logo
 - For printed collateral (brochures, maps etc...) – A photo or hard copy of the final printed product containing the EFI Logo.
 - For all other merchandise (t-shirts, tote bags etc..) promotion items – a photo or sample of the item showing the EFI logo.
 - For Site Preparedness - Evidence of completed Scope of Work, Proof of Match Contribution and Compliance Certification Form.

ALL REIMBURSEMENT REQUESTS MUST BE MADE BY THE DEADLINE INDICATED

EXHIBIT D - Compliance Certification Form

Grantee Address, Phone, and Email:

COMPLIANCE
CERTIFICATION FORM

DATE:

TO:
ENTERPRISE FLORIDA INC.
800 N. MAGNOLIA AVENUE, SUITE 1100
ORLANDO, FL 32803
407-956-5600

DESCRIPTION: Deliverables Including Minimum Performance Standards	Invoice Period: (dates)
INVOICE AMOUNT	\$

Contractor Certification:

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed contract document on file. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

Contractor Name printed: Title:
Contractor Signature: Date:

EFI Contract Manager Certification:

I certify, by evidence of my signature below, the above information is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct post-audits of any agreements.

EFI Contract Manager Name printed: Title:
EFI Contract Manager Signature: Date:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request acceptance of the Peace River Center for Personal Development, Inc Financial Statements and Independent Auditor's Report for Fiscal Year Ended (FYE) June 30, 2022 and 2021

STATEMENT OF ISSUE

Peace River Center for Personal Development Inc. provides multiple functions for Highlands County. Peace River staffs and maintains the Domestic Violence Safehouse and provides in-patient and out-patient Mental Health Care services.

Peace River Center for Personal Development, Inc. has submitted their Financial Statements and Independent Auditor's Report for the FYE June 30, 2022 and 2021.

RECOMMENDED ACTION

Move to accept into the record the Financial Statements and Independent Auditor's report for FYE June 30, 2022 and 2021 for Peace River Center for Personal Development, Inc.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [PRC Audited Financial Statements 6.30.2022 & 2021_.pdf](#)

**PEACE RIVER CENTER FOR PERSONAL
DEVELOPMENT, INC. AND AFFILIATES**

**COMBINED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEARS ENDED JUNE 30, 2022 AND 2021



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAAconnect.com

**PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Peace River Center for Personal Development, Inc.
and Affiliates
Bartow, Florida

Report on the Audit of the Combined Financial Statements

Opinion

We have audited the accompanying combined financial statements of Peace River Center for Personal Development, Inc. and Affiliates (a nonprofit organization), which comprise the combined statements of financial position as of June 30, 2022 and 2021, and the related combined statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the combined financial statements.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the combined financial position of Peace River Center for Personal Development, Inc. and Affiliates as of June 30, 2022 and 2021, and the changes in their net assets, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Combined Financial Statements* section of our report. We are required to be independent of Peace River Center for Personal Development, Inc. and Affiliates and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Combined Financial Statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the combined financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Peace River Center for Personal Development, Inc. and Affiliates' ability to continue as a going concern for one year after the date the combined financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Combined Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the combined financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the combined financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Peace River Center for Personal Development, Inc. and Affiliates' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the combined financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Peace River Center for Personal Development, Inc. and Affiliates' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying supplementary information shown on pages 30 through 52 is presented for purposes of additional analysis and is not a required part of the basic combined financial statements of Peace River Center for Personal Development, Inc. and Affiliates. The combined schedule of expenditures of federal awards and state financial assistance, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter 10.650, *Nonprofit and For-Profit Organizations*, Rules of the Auditor General of the State of Florida, is also presented for purposes of additional analysis and is not a required part of the basic financial statements. The supplementary information and the combined schedule of expenditures of federal awards and state financial assistance is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the combined financial statements. Such information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 3, 2023, on our consideration of Peace River Center for Personal Development, Inc. and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Peace River Center for Personal Development, Inc. and Affiliates' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Peace River Center for Personal Development, Inc. and Affiliates' internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Lakeland, Florida
February 3, 2023

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 5,751,530	\$ 5,640,722
Accounts Receivable, Net	3,869,773	2,814,568
Tenant Accounts Receivable, Net	2,485	277
Inventory	196,514	211,477
Prepaid Expenses	805,314	773,486
Deposits	15,015	13,015
Current Portion of Pledges Receivable	5,000	5,000
Total Current Assets	<u>10,645,631</u>	<u>9,458,545</u>
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Reserve for Client Funds	14,864	18,330
Tenant Security Deposits Held In Trust	5,665	4,605
Reserve for Replacements	23,866	35,446
Reserve for Construction	27,000	89,664
Total Restricted Deposits and Funded Reserves	<u>71,395</u>	<u>148,045</u>
PROPERTY, PLANT, AND EQUIPMENT, NET	10,543,780	9,084,783
OTHER ASSETS		
Notes Receivable - New Markets Tax Credit	3,381,500	3,381,500
Beneficial Interest in Assets Held by GiveWell Community Foundation	85,749	23,194
Total Other Assets	<u>3,467,249</u>	<u>3,404,694</u>
Total Assets	<u><u>\$ 24,728,055</u></u>	<u><u>\$ 22,096,067</u></u>

See accompanying Notes to Combined Financial Statements.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED STATEMENTS OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	\$ 630,693	\$ 463,687
Accrued Expenses	1,112,849	1,029,177
Accrued Annual Leave	817,540	896,189
Deferred Revenue	1,138,970	508,370
Security Deposits Payable	9,966	9,835
Reserve for Client Funds	14,864	18,330
Current Portion of Long-Term Debt	329,787	154,158
Total Current Liabilities	<u>4,054,669</u>	<u>3,079,746</u>
LONG-TERM LIABILITIES		
Mortgages and Notes Payable, Net of Deferred Loan Costs	3,017,441	2,654,708
New Markets Tax Credit Notes Payable, Net of Deferred Loan Costs	4,835,487	4,800,654
Total Long-Term Liabilities	<u>7,852,928</u>	<u>7,455,362</u>
Total Liabilities	11,907,597	10,535,108
NET ASSETS		
Without Donor Restrictions:		
Undesignated	12,734,709	11,532,765
Designated by Board for Assets Held in		
GiveWell Community Foundation	85,749	23,194
Total Without Donor Restrictions	<u>12,820,458</u>	<u>11,555,959</u>
With Donor Restrictions	-	5,000
Total Net Assets	<u>12,820,458</u>	<u>11,560,959</u>
Total Liabilities and Net Assets	<u><u>\$ 24,728,055</u></u>	<u><u>\$ 22,096,067</u></u>

See accompanying Notes to Combined Financial Statements.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2022 AND 2021

	2022	2021
FUNDING AND REVENUES WITHOUT DONOR RESTRICTIONS		
GOVERNMENT FUNDING		
Substance Abuse and Mental Health:		
Adult and Children Mental Health	\$ 12,356,076	\$ 12,054,645
NET PATIENT SERVICE FEES	9,413,146	9,568,059
OTHER GOVERNMENT FUNDING		
Other Federal and State Grants and Contracts	3,977,192	3,413,368
Local Government	1,763,789	1,763,789
Total Other Government Funding	5,740,981	5,177,157
OTHER FUNDING AND REVENUES		
Contributions	1,266,124	1,203,467
Contributions - Inkind	1,702,512	1,473,139
Other	658,926	617,456
Rental	235,556	215,275
Contracted Food Services	156,643	149,389
Program Income	4,305	5,562
Net Assets Released From Restrictions	5,000	14,385
Total Other Funding and Revenues	4,029,066	3,678,673
Total Funding and Revenues Without Donor Restrictions	31,539,269	30,478,534
EXPENSES		
Program Services	26,383,377	25,680,524
Management and General	3,469,851	3,370,389
Fundraising	421,542	283,922
Total Expenses	30,274,770	29,334,835
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	1,264,499	1,143,699
REVENUE WITH DONOR RESTRICTIONS		
Net Assets Released From Restrictions	(5,000)	(14,385)
Total Revenue With Donor Restrictions	(5,000)	(14,385)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	(5,000)	(14,385)
CHANGE IN NET ASSETS	1,259,499	1,129,314
Net Assets - Beginning of Year	11,560,959	10,431,645
NET ASSETS - END OF YEAR	\$ 12,820,458	\$ 11,560,959

See accompanying Notes to Combined Financial Statements.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022

	Program	Management and General	Fundraising	Total
PERSONNEL EXPENSES				
Salaries	\$ 15,272,642	\$ 2,464,298	\$ 147,703	\$ 17,884,643
Benefits	3,619,256	381,741	34,647	4,035,644
Total Personnel Expenses	18,891,898	2,846,039	182,350	21,920,287
OTHER EXPENSES				
Building Occupancy	1,462,525	23,028	62,702	1,548,255
Professional Contractual Services	400,739	211,728	17,434	629,901
Travel	134,243	4,720	133	139,096
Equipment	570,776	10,548	21,979	603,303
Food Services	377,622	10,006	33,490	421,118
Medical and Pharmacy	314,881	(5,812)	1	309,070
Insurance	334,229	63,840	898	398,967
Interest	219,444	7,453	-	226,897
Operating Supplies and Expenses	2,048,232	296,060	90,053	2,434,345
Other	-	473	-	473
Donated Items	1,628,788	1,768	12,502	1,643,058
Total Other Expenses	7,491,479	623,812	239,192	8,354,483
Total Expenses	\$ 26,383,377	\$ 3,469,851	\$ 421,542	\$ 30,274,770

See accompanying Notes to Combined Financial Statements.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2021

	Program	Management and General	Fundraising	Total
PERSONNEL EXPENSES				
Salaries	\$ 15,588,828	\$ 2,407,469	\$ 133,645	\$ 18,129,942
Benefits	3,624,879	464,447	33,370	4,122,696
Total Personnel Expenses	19,213,707	2,871,916	167,015	22,252,638
OTHER EXPENSES				
Building Occupancy	1,339,659	37,520	63,225	1,440,404
Professional Contractual Services	378,612	153,773	3,318	535,703
Travel	94,134	1,004	88	95,226
Equipment	472,116	22,111	2,798	497,025
Food Services	339,646	1,095	411	341,152
Medical and Pharmacy	306,535	(2,108)	32	304,459
Insurance	291,244	34,972	278	326,494
Interest	222,496	6,814	-	229,310
Operating Supplies and Expenses	1,783,877	232,056	29,945	2,045,878
Other	2,010	3,961	3,850	9,821
Donated Items	1,236,488	7,275	12,962	1,256,725
Total Other Expenses	6,466,817	498,473	116,907	7,082,197
Total Expenses	\$ 25,680,524	\$ 3,370,389	\$ 283,922	\$ 29,334,835

See accompanying Notes to Combined Financial Statements.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINING STATEMENTS OF CASH FLOWS
JUNE 30, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 1,259,499	\$ 1,129,314
Adjustment to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation	687,304	745,572
Amortization	42,579	40,289
Contributed Property	(59,455)	(216,414)
Gain on Sale of Property, Plant, and Equipment	(289,787)	-
Change in Beneficial Interest in Assets	(62,555)	(4,489)
(Increase) Decrease in Assets:		
Accounts Receivable	(1,057,413)	(551,734)
Inventory	14,963	53,086
Prepaid Expenses	(31,828)	(581,348)
Deposits	(2,000)	(4,680)
Pledges Receivable	-	14,385
Reserve for Client Funds	3,466	36,496
Tenant Security Deposits Held in Trust	(1,060)	612
Reserve for Replacements	11,580	(7,165)
Reserve for Construction	62,664	9,000
Other Assets	-	1,575
Increase (Decrease) in Liabilities:		
Accounts Payable	167,006	71,475
Accrued Expenses and Accrued Annual Leave	5,023	(618,535)
Deferred Revenue	630,600	(332,547)
Security Deposits Payable	131	(499)
Reserve for Client Funds	(3,466)	(36,496)
Net Cash Provided (Used) by Operating Activities	1,377,251	(252,103)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property, Plant, and Equipment	(1,425,810)	(851,094)
Proceeds from Sale of Property, Plant, and Equipment	338,501	-
Net Cash Used by Investing Activities	(1,087,309)	(851,094)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on Mortgages and Notes Payable	(158,966)	(144,058)
Payment of Loan Issuance Costs	(20,168)	(35,686)
Net Cash Used by Financing Activities	(179,134)	(179,744)
NET CHANGE IN CASH AND CASH EQUIVALENTS	110,808	(1,282,941)
Cash and Cash Equivalents - Beginning of Year	5,640,722	6,923,663
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 5,751,530</u>	<u>\$ 5,640,722</u>
SUPPLEMENTAL INFORMATION		
Interest Paid	<u>\$ 226,897</u>	<u>\$ 194,477</u>
In-Kind Donations of Property, Plant, and Equipment	<u>\$ 59,455</u>	<u>\$ 216,414</u>
Purchases of Assets through Issuance of Long-Term Debt	<u>\$ 709,750</u>	<u>\$ 650,250</u>

See accompanying Notes to Combined Financial Statements.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Peace River Center for Personal Development, Inc. (Peace River Center) is a nonprofit organization established in 1948 to provide a broad range of inpatient and outpatient mental health services throughout Polk, Highlands, and Hardee Counties in Central Florida. Peace River Center Properties, Inc. (the Properties) provides supervised residential facilities for mental health clients. Peace River Center Properties II, Inc. (Properties II) is a nonprofit corporation formed in November 2015 to facilitate obtaining Peace River Center's New Markets Tax Credit funding for new construction. The purpose of this entity is to hold certain assets of and title to property.

Principles of Combination

The combined financial statements include the statements of financial position, activities and changes in net assets, functional expenses, and cash flows of Peace River Center and Affiliates which are under common control. All material intercompany transactions have been eliminated.

Basis of Accounting

Peace River Center's combined financial statements have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities.

Use of Estimates

The preparation of combined financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses, including functional allocations during the reporting period. Actual results could differ from those estimates.

Concentration

Approximately 39% and 40% of Peace River Center's revenue was earned under contracts with one organization during the years ended June 30, 2022 and 2021, respectively.

Cash and Cash Equivalents

For purposes of reporting cash flows, Peace River Center considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. Peace River Center maintains its cash in bank deposit accounts, which may exceed federally insured limits. Management has not experienced any losses on these accounts.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair Value Measurements

Peace River Center categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobserved inputs (Level 3). If the inputs used in the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities valued at fair value are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Inputs that utilize quoted prices (unadjusted) in active markets for identical assets or liabilities that an entity has the ability to access.

Level 2 – Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs that are unobservable inputs for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. There have been no changes in the valuation methodologies used at June 30, 2022 and 2021.

Peace River Center also follows the fair value option for newly acquired financial assets and liabilities standard. This standard allows entities the irrevocable option to elect fair value for certain newly acquired financial assets and liabilities on a contract-by-contract basis. Peace River Center has not elected to measure any newly acquired financial instruments at fair value at June 30, 2022, as permitted. However, Peace River Center may elect to measure newly acquired financial instruments at fair value in the future.

Pledges Receivable

The fair value of the pledges receivable is estimated by discounting expected net future cash flows using a rate of return based on the average yield of a U.S. Treasury Security with a maturity date similar to the expected collection period.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Tenant Accounts Receivable and Allowances for Doubtful Accounts

Accounts receivable consists of tenant rents due. Peace River Center does not charge interest on outstanding accounts receivables. The allowance for doubtful accounts is based on a percentage of aged receivables, based on historical experience. If actual collections experience changes, revisions to the allowance percentage are made. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. Properties also records an allowance for tenant accounts receivable. This is based on identified tenant rents believed to be uncollectible based on historical experience. If actual collection experience changes, revisions to the allowance are made. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. Properties had an allowance for doubtful accounts of \$-0- as of June 30, 2022 and 2021. Based on the information available, Peace River Center believes the allowance for doubtful accounts as of June 30, 2022 and 2021 is adequate. However, actual write-offs may exceed the recorded allowance.

Inventory

Supply inventory consists of pharmaceuticals, nonperishable food, and food service supplies. Inventory is carried at cost and is maintained on a first in, first out basis.

Beneficial Interest in Assets Held by the GiveWell Community Foundation

Beneficial Interest in Assets held by GiveWell Community Foundation is valued at the estimated current market value.

Property, Plant, and Equipment

Property, plant, and equipment having a unit cost of \$500 or more and software having a unit cost of \$5,000 or more, and both having a useful life of one or more years is capitalized at cost. Donations of property, plant, and equipment are recorded as contributions at their estimated fair market value. Such donations are reported as contributions without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Depreciation is computed on the straight-line method over the estimated useful lives of the assets. Certain equipment with a net carrying amount of \$1,465,695 was acquired with grant funds received from the state of Florida. Under terms of the grant agreement, the equipment may revert to the state of Florida if it is no longer used by the organization.

Estimated useful lives are as follows:

Buildings	30 to 40 Years
Building Improvements	5 to 30 Years
Equipment	3 to 7 Years

Rental property is stated at cost and depreciated on the straight-line method over the estimated useful lives of the assets ranging from 3 years for equipment to 40 years for buildings. The Properties capitalizes all expenditures in excess of \$500 for property and equipment at cost.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property, Plant, and Equipment (Continued)

Peace River Center and the Properties review their investment in real estate for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the real estate to the future net undiscounted cash flow expected to be generated by the rental property and any estimated proceeds from the eventual disposition of the real estate. If the real estate is considered impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the real estate exceeds the fair value of such property. There were no impairment losses recognized in 2022 and 2021.

Restricted Deposits and Funded Reserves

Under the regulatory agreement, the Properties is required to make deposits into restricted escrow accounts. The Properties makes regular monthly deposits into the Reserve for Replacements for the replacement of property and equipment. Any disbursements from these accounts require the approval of U.S. Department of Housing and Urban Development (HUD). HUD approved withdrawals of \$18,480 and \$1,478 which were made from funded reserves during 2022 and 2021, respectively.

The Properties is also required to deposit into the Reserve for Replacements fund any surplus cash from operations within sixty days after the fiscal year-end. The Properties had surplus (deficiency) cash of \$1,625 and (\$3,139) at June 30, 2022 and 2021, respectively.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated an amount from net assets without donor restrictions for future use.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Net Patient Service Fees

Medicare and Medicaid Net Patient Revenue and Receivables

Revenue for services rendered to patients covered under the Medicare and Medicaid programs are recorded based on date of service at amounts equal to the standard rate charged by Peace River Center for the specific service. The standard rates are discounted to the contract payment rates specific to Peace River Center that are set by the Medicare and Medicaid programs. The payment rates are daily, hourly, or service specific rates for each of the levels of care or specific service provided by Peace River Center. Contractual adjustments are recorded for the difference between Peace River Center's established rate and the amounts estimated to be realized from the Medicare and Medicaid programs and are deducted from revenues and patient accounts receivable. Contractual adjustments are also recorded for the inability to obtain authorizations for services acceptable to the payor and other reasons unrelated to credit risk. Peace River Center estimates the impact of these adjustments based on historical experience, which primarily includes historical claims adjustments, and records it during the period services are rendered as an estimated contractual adjustment and as a reduction to patient accounts receivable.

Other Third-Party Payor Net Patient Revenue and Receivables

Revenue for services rendered to patients covered by other third-party payors (e.g., commercial insurance carriers, health maintenance organizations, and preferred provider organizations, etc.) are recorded based on date of service at amounts equal to the standard rate charged by Peace River Center for the specific service. The standard rates are discounted to the contract payment rates negotiated with the third-party payor. The payment rates are daily, hourly, or service specific rates for each of the levels of care or specific service provided by Peace River Center. Contractual adjustments are recorded for the difference between Peace River Center's established rate and the amounts estimated to be realized from third-party payors and are deducted from revenues and patient accounts receivable. Contractual adjustments are also recorded for the inability to obtain authorizations for services acceptable to the payor and other reasons unrelated to credit risk.

Peace River Center estimates the impact of these adjustments based on historical experience, which primarily includes historical claims adjustments, and records it during the period services are rendered as an estimated contractual adjustment and as a reduction to patient accounts receivable.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Net Patient Service Fees (Continued)

Accounts Receivable, Net of Allowances for Doubtful Accounts

Accounts receivable consists of patient obligations due for services rendered. Peace River Center does not charge interest on outstanding accounts receivables. The allowance for doubtful accounts is based on identified patient accounts believed to be uncollectible, based on historical experience. Peace River Center records a provision for bad debts related to uninsured patients who will be unable or unwilling to pay for the services provided. If actual collections experience changes, revisions to the allowance percentage are made. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. The allowance for the years ended June 30, 2022 and 2021 was \$658,053 and \$582,331, respectively. Based on the information available, Peace River Center believes the allowance for doubtful accounts as of June 30, 2022 and 2021 is adequate. However, actual write-offs may exceed the recorded allowance. Patient service revenue, net of contractual allowances and discounts (but before the provision of bad debts), recognized in the period from these major payor sources is as follows for the years ended June 30:

	2022	2021
Patient Service Fees:		
Medicaid	\$ 12,147,867	\$ 11,687,904
Medicare	2,422,293	2,359,147
Self Pay	4,764,534	5,109,821
Third-Party	1,994,457	2,189,196
Subtotal	21,329,151	21,346,068
Less: Contractual Adjustments	(11,916,005)	(11,778,009)
Net Patient Service Fees	<u>\$ 9,413,146</u>	<u>\$ 9,568,059</u>

Grants and Contracts

Peace River Center recognizes grants and contracts as restricted support if they are received with grantor or donor stipulations that limit the use of the donated assets. When a grantor or donor restriction expires, a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities and changes in net assets as net assets released from donor restrictions. A receivable is recognized by Peace River Center for grants and contracts to be received from the grantor or donor.

Grants remaining unused at the end of an accounting period are carried forward as net assets with restrictions. Peace River Center may retain unexpended funds for use in future periods providing expenses incurred are in compliance with the specified terms of each grant.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Grants and Contracts (Continued)

A portion of Peace River Center's combined revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when Peace River Center has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue in the combined statements of financial position. Peace River Center recognized deferred revenue of \$992,195 and \$331,667 on the combined statements of financial position related to these grants as of June 30, 2022 and 2021 respectively. Peace River Center received cost-reimbursable grants of \$852,534 and \$637,854 that have not been recognized as of June 30, 2022 and 2021, respectively, because qualifying expenditures have not yet been incurred.

Contract Funding Requiring Local Resource Match

As required under certain contracts, Peace River Center is required to match varying percentages of contract funds received. This match may be cash, in-kind, or a combination. For the years ended June 30, 2022 and 2021, Peace River Center met its matching requirements for all related contracts.

Contributions

Peace River Center reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities and changes in net assets as Net Assets Released from Restrictions. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as restricted revenue when received and released from restrictions when the assets are placed in service.

Contributions – In-Kind

Peace River Center receives donated pharmaceutical supplies, equipment, occupancy and other supplies which are used in their programs and providing services to their clients/patients. Peace River Center estimates the fair value of these in-kind contributions based on the estimate of value of the items received compared to the current market rates of similar occupancy rates, goods and services. The fair market value of contributed pharmaceutical supplies for the years ended June 30, 2022 and 2021, totaled \$1,524,334 and \$1,210,050, respectively. The estimated fair value of donated equipment for the years ended June 30, 2022 and 2021, totaled \$59,455 and \$216,414, respectively. The estimated fair rental value of the contributed rent for the years ended June 30, 2022 and 2021, totaled \$100,232 and \$20,233, respectively. The estimated fair value of the other supplies totaled \$18,491 and \$26,441, respectively.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

Peace River Center for Personal Development, Inc. and Peace River Center Properties, Inc. have qualified as nonprofit organizations under Section 501(c)(3) of the U.S. Internal Revenue Code (IRC) and are generally not subject to income taxation, except on net income derived from unrelated business activities. Peace River Center Properties II, Inc. has qualified as a real estate holding corporation under Section 501(c)(2) of the U.S. IRC and is generally not subject to income taxation. Peace River Center for Personal Development, Inc. provides food services on a contract basis which is subject to tax on unrelated business income. Peace River Center for Personal Development, Inc. does not have a tax liability on its unrelated business activity.

Peace River Center for Personal Development, Inc., Peace River Center Properties, Inc., and Peace River Center Properties II, Inc. follow guidance in the income tax standard regarding the recognition and measurement of uncertain tax positions. This guidance prescribes recognition threshold principles for the financial statement recognition of tax positions taken or expected to be taken on a tax return that are not certain to be realized. None of the entities are aware of any uncertain tax positions.

Peace River Center for Personal Development, Inc., Peace River Center Properties, Inc. and Peace River Center Properties II, Inc.'s tax returns are subject to review and examination by federal, state, and local authorities in accordance with prescribed statutes.

Functional Allocation of Expenses

The following program and support services are included in the accompanying financial statements:

- Program Services: Provides a broad range of inpatient and outpatient mental health services.
- Management and General: Includes the functions necessary to maintain the Organization's programs and activities and manages the financial responsibility of the Organization.
- Fundraising: Provides the structure necessary to obtain additional funding for program services.

The costs of program and supporting services activities have been summarized on a functional basis in the combined statements of activities and changes in net assets. The combined statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expense, information technology, interest, insurance, and other, which are allocated on the basis of estimates of time and effort.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events

Management has performed an analysis of the activities and transactions subsequent to June 30, 2022 to determine the need for any adjustments to and/or disclosures within the audited combined financial statements for the year ended June 30, 2022. Management has performed their analysis through February 3, 2023, the date the combined financial statements were available to be issued.

Change in Accounting Principle

In September 2020, the FASB issued ASU 2020-07, *Not-for-Profit Entities* (Topic 958). The main provision of the standard is to present contributed nonfinancial assets as a separate line in the combined statements of activities and disclose qualitative information regarding utilization, donor-imposed restrictions, and valuation techniques of contributed nonfinancial assets. There was no impact on Peace River Center's financial position or the change in net assets upon adoption of the new standard.

Reclassifications

Certain items were reclassified for financial statement purposes in the June 30, 2021, combined financial statements in order to be consistent with the presentation in the June 30, 2022, combined financial statements. There was no impact on Peace River Center's financial position or the change in net assets as a result of the reclassifications.

NOTE 2 LIQUIDITY AND AVAILABILITY

Peace River Center manages its liquidity and reserves following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near term operating needs, and maintaining sufficient reserves to provide reasonable assurance that long term obligations will be discharged. Peace River Center strives to maintain current financial assets less current liabilities at a minimum of 30 days operating expenses. Peace River Center also strives to maintain a year-end balance of undesignated net assets at 15 to 30 days of expected expenditures. To achieve these targets, Peace River Center forecasts its future cash flows and monitors its liquidity quarterly, and monitors its reserves annually. Financial assets in excess of daily cash requirements are invested in cash sweep accounts. During the year ended June 30, 2022, the level of liquidity and reserves was managed within the policy.

The following table reflects Peace River Center's financial assets as of June 30, 2022 and 2021 reduced by amounts that are not available to meet general expenditures within one year of the combined statements of financial position date because of contractual restrictions or internal board designations.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 2 LIQUIDITY AND AVAILABILITY (CONTINUED)

	2022	2021
Cash and Cash Equivalents	\$ 5,751,530	\$ 5,640,722
Accounts Receivable	3,869,773	2,814,568
Deposits	2,485	277
Pledges Receivable	5,000	5,000
Beneficial Interest in Assets Held by Others	85,749	23,194
Total Financial Assets	<u>9,714,537</u>	<u>8,483,761</u>
Board-Designated Assets Held by Others	(85,749)	(23,194)
Financial Assets Not Available to Be Used Within One Year	<u>-</u>	<u>(5,000)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u><u>\$ 9,628,788</u></u>	<u><u>\$ 8,455,567</u></u>

NOTE 3 FAIR VALUE MEASUREMENTS

Peace River Center uses fair value measurements to record fair value adjustments to certain assets and to determine fair value disclosures. For additional information on how Peace River Center measures fair value, refer to Note 1 – Summary of Significant Accounting Policies. As of June 30, 2022 and 2021, the fair value of beneficial interest in assets held by the GiveWell Community Foundation was \$20,343 and \$23,194, respectively. At June 30, 2022 and 2021. Peace River Center's investments consist of:

		2022			
		Level 1	Level 2	Level 3	Total
Beneficial Interest in Assets:					
Held by GiveWell Community Foundation		\$ -	\$ -	\$ 85,749	\$ 85,749
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 85,749</u>	<u>\$ 85,749</u>

		2021			
		Level 1	Level 2	Level 3	Total
Beneficial Interest in Assets:					
Held by GiveWell Community Foundation		\$ -	\$ -	\$ 23,194	\$ 23,194
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 23,194</u>	<u>\$ 23,194</u>

Assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3):

	2022	2021
Balance - Beginning of Year	\$ 23,194	\$ 18,705
Total Realized and Unrealized Gain	62,555	4,489
Balance - End of Year	<u><u>\$ 85,749</u></u>	<u><u>\$ 23,194</u></u>

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 3 FAIR VALUE MEASUREMENTS (CONTINUED)

Beneficial Interest in Assets Held by GiveWell Community Foundation is measured at fair value with a valuation technique utilizing market prices at the close of the last business day for the statement period, provided by the GiveWell Community Foundation.

The change in beneficial interest totals \$62,555 and \$4,489 related to Level 3 are reported in the accompanying combined statements of activities and changes in net assets as “other revenues” for the years ended June 30, 2022 and 2021, respectively.

NOTE 4 NONCURRENT NOTES RECEIVABLE

Notes receivable from New Markets Tax Credit investment funds are secured by first interest in pledged securities and consist of the following at June 30, 2022 and 2021:

<u>Description</u>	<u>2022</u>	<u>2021</u>
Note receivable dated December 11, 2015, interest accrued at 1%, quarterly interest payments through December 2022, then annual principal and interest payments of \$41,190, maturing December 2045	<u>\$ 3,381,500</u>	<u>\$ 3,381,500</u>

Principal on noncurrent notes receivable is due from 2023 to 2045 (see Notes 8 and 14).

NOTE 5 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment consist of the following at June 30:

	<u>2022</u>	<u>2021</u>
Land	\$ 1,191,598	\$ 1,027,492
Building Improvements	3,037,652	3,039,584
Buildings	11,489,390	9,874,033
Equipment	4,862,449	4,717,181
Construction in Progress	187,833	216,722
Subtotal	<u>20,768,922</u>	<u>18,875,012</u>
Less: Accumulated Depreciation and Amortization	<u>(10,225,142)</u>	<u>(9,790,229)</u>
Net Property, Plant, and Equipment	<u>\$ 10,543,780</u>	<u>\$ 9,084,783</u>

Depreciation expense totaled \$687,304 and \$745,572 for the years ended June 30, 2022 and 2021, respectively.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 6 RETIREMENT PLANS

Peace River Center maintains a 401(k) Plan retirement plan for the benefit of its employees. The 401(k) Plan is a qualified defined contribution plan governed by Section 401(k) of the Internal Revenue Code and was established January 1, 2014. Peace River Center has the option to match dollar-for-dollar contributions to the Plan up to 3% of compensation. The 401(k) Plan has a profit sharing component which can be funded at the discretion of the board of directors either prospectively on a pay-period basis, or retrospectively at an amount to be approved by the board of directors.

Participants vest in Peace River Center's contributions to the 401(k) Plan over a six-year period. The Plan provides for the payment of benefits to a participant upon his or her disability, severance of employment, or death. The benefits to a participant (or his or her designated beneficiary), in the event of disability or death, will be 100% of the amount in the participant's account regardless of his or her years of service.

If a participant terminates employment or is dismissed, the amount due the participant will be the participant's contributions and related investment earnings and the participant's vested interest in the amounts contributed by Peace River Center. Peace River Center contributed \$338,221 and \$337,925 to retirement plans during fiscal years 2022 and 2021, respectively.

NOTE 7 COMMITMENTS AND CONTINGENCIES

Operating Leases

Peace River Center leases administrative and clinical space on contracts ranging from one to four years. The following is a schedule by years of future minimum rental payments required under noncancelable leases.

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 169,215
2024	20,904
2025	21,531
2026	22,177
Thereafter	3,714
Total	<u>\$ 233,827</u>

There are no material purchases, escalation or contingent clauses in the leases. The lease for administrative office space is renewable, at the option of Peace River Center, for three additional five-year terms, at an amount not to exceed the current monthly rental adjusted by the percentage increase in the Consumer Price Index. Rent expense under all operating leases was \$509,684 and \$498,574 for the years ended June 30, 2022 and 2021.

Peace River Center is sub-leasing part of the administrative office space to another nonprofit agency. Peace River Center is to receive future rental payments of \$43,476 in monthly installments of \$3,623 through 2023.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 7 COMMITMENTS AND CONTINGENCIES (CONTINUED)

Contracts

In February 2021, Peace River Center entered into a contract for renovation services on the Bartow Crisis Campus. The contracted price of approximately \$593,000, is due in installments as certain milestones are met. At June 30, 2022, approximately \$415,000 remained unbilled on the contract.

Grant Compliance

Peace River Center is subject to federal and state audits to determine compliance with grant funding requirements. In the event that expenditures would be disallowed, repayment could be required. Government grants require the fulfillment of certain conditions as set forth by applicable laws, rules and regulations, and in the grant agreements. Failure to fulfill the conditions could result in the return of the funds to grantor.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 8 MORTGAGES AND NOTES PAYABLE

Debt was comprised of the following at June 30:

	<u>2022</u>	<u>2021</u>
<u>Notes Payable</u>		
Mortgage note payable to Bank of Central Florida, payable in 65 monthly installments of \$13,618 including interest at 3.75%, with a final balloon payment of \$1,502,597 plus interest due November 6, 2025, collateralized by building.	\$ 1,837,461	\$ 1,929,115
Mortgage note payable to HUD in monthly installments of \$4,422, including interest at 9%, maturing November 1, 2028, collateralized by building.	257,956	286,401
Mortgage note payable to Bank of Central Florida, payable in 119 monthly installments of \$4,746 including interest at 3.75%, with a final balloon payment of \$263,644 plus interest due July 15, 2030, collateralized by building.	586,175	620,130
Mortgage note payable to Bank of Central Florida, payable in 83 monthly installments of \$5,443 including interest at 4.48%, with a final balloon payment of \$442,805 plus interest due May 5, 2029, collateralized by building.	<u>706,603</u>	<u>-</u>
Total Notes Payable	3,388,195	2,835,646
<u>New Markets Tax Credit Notes Subject to Put/Call Options</u> (All secured by real and personal property)		
<u>Properties II:</u>		
Interest accrued at 1.43956%, December 2045	3,381,500	3,381,500
Interest accrued at 1.43956%, December 2045	<u>1,468,500</u>	<u>1,468,500</u>
Total New Markets Tax Credit Notes Payable Subject to Put/Call Options	<u>4,850,000</u>	<u>4,850,000</u>
Total Notes Payable	8,238,195	7,685,646
Less: Deferred Loan Costs	55,480	76,126
Less: Current Portion	<u>329,787</u>	<u>154,158</u>
Long-Term Portion	<u>\$ 7,852,928</u>	<u>\$ 7,455,362</u>

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 8 MORTGAGES AND NOTES PAYABLE (CONTINUED)

A summary of future maturities is as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2023	\$ 329,787
2024	394,502
2025	390,526
2026	1,843,237
2027	315,393
Thereafter	4,964,750
Total	<u>\$ 8,238,195</u>

Peace River Center has certain loan covenants on the mortgage note payable with Bank of Central Florida, including certain financial ratios that must be met. Peace River Center was in compliance with its loan covenants for the year ended June 30, 2022.

In January 2018, Peace River Center completed construction of a new crisis stabilization facility in Lakeland, Florida, funded by Noncurrent Notes Payable and Noncurrent Notes Receivable issued under the New Markets Tax Credit (NMTC) program as provided by Section 45D of the IRC. The new facility furthers Peace River Center's mission by providing a location in which to engage, restore, and empower individuals in the community to reach their fullest potential.

The purpose of the tax credit is to encourage investment in low-income community businesses, by reducing the borrowing or financing costs to the businesses. Construction was funded by SunTrust Bank (now known as Truist Bank) and their New Markets Tax Credit investment groups and intermediaries.

The NMTC provides tax credits over the first seven years to the NMTC investors. For the purposes of the Peace River Center transaction, SunTrust Community Capital LLC (a subsidiary of SunTrust Bank) served as the NMTC Investor. Peace River Center expects to have the net NMTC debt substantially reduced through equity conversions in 2022, upon the exercise of a \$1,000 put option offered to SunTrust Community Capital LLC upon the conclusion of the NMTC Compliance Period. While the put option is at the election of SunTrust Community Capital LLC, it is industry practice for the NMTC Investor to put its interest to the sponsor upon the successful completion of the NMTC Compliance Period.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 8 MORTGAGES AND NOTES PAYABLE (CONTINUED)

This net NMTC debt which is expected to be substantially reduced through equity conversions in 2022 is comprised of the Noncurrent Notes Payable by Peace River Center to the NMTC private investment groups, less Noncurrent Notes Receivable (see Note 4) owed to Properties II by the NMTC private investment groups, as follows:

NMTC Transaction		NMTC Noncurrent Notes		Net NMTC
Date	Equity Conversion	Payable	Receivable	Debt
Dec 2015	Dec 2022	\$ 3,381,500	\$ 3,381,500	\$ -
Dec 2015	Dec 2022	1,468,500	-	1,468,500
	Total	<u>\$ 4,850,000</u>	<u>\$ 3,381,500</u>	<u>\$ 1,468,500</u>

See Note 14 for additional details.

Interest expense totaled \$192,064 and \$194,477 for the years ended June 30, 2022 and 2021, respectively.

Subsequent to year end, Peace River Center purchased property and a building to be used for existing programs of the organization. There is a mortgage associated with the purchase of approximately \$555,000 with a 7 year balloon payment based on a twenty year amortization schedule.

NOTE 9 LINE OF CREDIT

Peace River Center has a line of credit totaling \$800,000 which is secured by real estate. Advances on the line of credit are payable on demand and carry an interest rate of 0.5% over prime. There were no borrowings outstanding at June 30, 2022 and 2021.

NOTE 10 RISK MANAGEMENT

Peace River Center is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Peace River Center insures itself against these risks with various insurance policies. All insurance coverage amounts remained constant from the prior year.

Peace River Center is self-insured for group health insurance. Peace River Center has insurance to cover individual losses greater than \$90,000 for calendar years 2022 and 2021. Estimated claims incurred but not reported as of June 30, 2022 and 2021 were \$263,000 and \$261,000, respectively. Settlements did not exceed insurance coverage in fiscal years 2022 and 2021, respectively.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 10 RISK MANAGEMENT (CONTINUED)

The liability currently provided is Peace River Center's maximum run-off claims liability. Peace River Center is reinsured for all losses greater than the maximum claims liability.

Claims payable is recorded in the combined statements of financial position as accrued expenses. Changes in Peace River Center's claims payable at June 30 are as follows:

	Current Year Claims Payable Beginning of Year	Claims and Changes in Estimates	Claim Payments	Current Year Claims Payable End of Year
2020 - 2021	\$ 267,000	\$ 2,520,866	\$ 2,526,866	\$ 261,000
2021 - 2022	\$ 261,000	\$ 2,287,939	\$ 2,285,939	\$ 263,000

NOTE 11 NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions in the accompanying combined statements of financial position consist of pledges receivable for a capital campaign in the amount of \$0 and \$5,000 as of June 30, 2022 and 2021, respectively. Net assets were released from restriction in the amount of \$5,000 and \$14,385 for the years ended June 30, 2022 and 2021, respectively, as a result of purpose and time conditions being met.

NOTE 12 THIRD-PARTY RATE ADJUSTMENTS AND REVENUE

Service fees are subject to audit and retroactive adjustment by respective third-party fiscal intermediaries. In the opinion of management, these adjustments, if any, would not be material to the financial position or results of operations of Peace River Center.

NOTE 13 CONTRIBUTED SERVICES

Peace River Center is the beneficiary of the diligent efforts of many dedicated volunteers. These volunteers have assisted Peace River Center in such areas as domestic violence counseling, rape counseling, and administrative services. Approximately 2,667 hours and 1,000 hours have been contributed by these volunteers during the fiscal years ending June 30, 2022 and 2021, respectively. Peace River Center has not included the value of these hours in its reported revenues and expenses as the services do not meet recognition criteria according to accounting principles generally accepted in the United States of America.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 14 NEW MARKETS TAX CREDIT TRANSACTIONS

Peace River Center entered into several debt and receivable transactions during the fiscal year ended June 30, 2016, in order to make additional funds available to it through the New Markets Tax Credit (NMTC) Program, as described in Note 8. As part of these transactions, Peace River Center created Peace River Center Properties II, Inc. (Properties II) as described in Note 1 under Nature of Organization.

The NMTC Program permits taxpayers to claim a credit against federal income taxes for Qualified Equity Investments (QEI) in designated Community Development Entities (CDEs). These designated CDEs must use substantially all (85%) of the proceeds to make Qualified Low-Income Community Investments (QLICI). The taxpaying investor is provided with a tax credit which is claimed over a seven-year period.

2015 NMTC Transaction

Peace River Center made a \$3,381,500 loan to PRC Lakeland Investment Fund, LLC (Investment LLC). SunTrust, through its SunTrust Community Capital LLC (the Investor), made a \$1,618,500 capital contribution into Investment LLC.

Investment LLC utilized the proceeds from the Peace River Center loan and the capital by the Investor, to acquire an interest in Community Hospitality Healthcare Services Subsidiary CDE 28, LLC through the making of a \$5,000,000 capital contribution which qualified as a qualified equity investment (QEI) for purposes of the New Markets Tax Credit program.

Community Hospitality Healthcare Services Subsidiary CDE 28, LLC then made QLICI loans totaling \$4,850,000 to Properties II, pursuant to two promissory notes in the amounts of \$3,381,500 and \$1,468,500, respectively.

Properties II used the proceeds from the QLICI loans to fund construction of a new Crisis Stabilization Unit in Lakeland, Florida.

In connection with the transaction, Peace River Center also entered into a put option with the Investor. The agreements allow the Investor to put its interest in Investment LLC to Peace River Center at any time during the six months following the seventh anniversary of the effective date (which corresponds to the end of the NMTC Compliance Period under Section 45D of the Code). As noted above, while this option is at the discretion of Investment LLC (or the Investor), it is common industry practice for the Investor to elect such option upon the completion of the NMTC Compliance Period.

The purchase price of the interest is \$1,000 plus the cost of third-party expenses associated with the completion of such transfer. Additionally, Peace River Center was granted a call option, which can be utilized if Investment LLC does not exercise their put option. Pursuant to such call option, Peace River Center may acquire the Investor's interest in Investment LLC, during the latter of six months following of the seventh anniversary of the effective date or six months following the receipt of the nonput election notice by the Investor. The purchase price of the call option is the fair market value of the Investors' interest at the time of the call. No amounts have been recorded on the accompanying combined financial statements related to the put and call options.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED FINANCIAL STATEMENTS
JUNE 30, 2022 AND 2021

NOTE 14 NEW MARKETS TAX CREDIT TRANSACTIONS (CONTINUED)

The purchase price of the interest is \$1,000 plus the cost of third-party expenses associated with the completion of such transfer. Additionally, Peace River Center was granted a call option, which can be utilized if Investment LLC does not exercise their put option. Pursuant to such call option, Peace River Center may acquire the Investor's interest in Investment LLC, during the latter of six months following of the seventh anniversary of the effective date or six months following the receipt of the nonput election notice by the Investor. The purchase price of the call option is the fair market value of the Investors' interest at the time of the call. No amounts have been recorded on the accompanying combined financial statements related to the put and call options.

Associated with this transaction, interest income from the note receivable in the amount of \$33,840 and \$44,168 was recognized during the years ended June 30, 2022 and 2021, respectively. Interest expense on the related QLICI loans was \$69,828 and \$69,828 for the years ended June 30, 2022 and 2021, respectively.

On December 14, 2022, after the successful completion of the NMTC compliance period, Peace River Center and Properties II completed the unwind of the NMTC transaction. As a part of this unwind, the New Markets Tax Credit Notes Payable by Properties II (the "QLICI Loans") were assigned to Investment LLC. Additionally, Truist Bank (formerly Suntrust Bank) exercised it's Put Option pursuant to the NMTC documents, which resulted in Peace River Center acquiring the full ownership interest in the Investment LLC. Following the Put Option, the Peace River Center New Markets Tax Credit Note Receivable from the Investment LLC was satisfied by a further assignment of the QLICI Loans to Peace River Center from the Investment LLC. The Investment LLC was then dissolved as a part of the NMTC unwind. At this point Peace River Center holds the QLICI Loans with the intent to terminate them.

SUPPLEMENTARY INFORMATION

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNDING AND REVENUE SOURCES
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Case Management	Crisis Stabilization	Crisis Support / Emergency	Medical Services	Room and Board Level 2	Supported Employment
IA. STATE SAMH FUNDING						
(1) CFBHN	\$ 303,944	\$ 2,506,898	\$ 1,681,934	\$ 493,472	\$ 661,148	\$ 56,645
Total State SAMH Funding	303,944	2,506,898	1,681,934	493,472	661,148	56,645
IB. OTHER GOVERNMENT FUNDING						
(1) Other State Agency Funding	841	1,058,562	1,791	132,172	-	98
(2) Medicaid - Suncoast Region	125,871	1,971,585	673,166	515,795	(85)	-
(3) Medicaid - All Other Regions	-	-	-	-	-	-
(4) Local Government	20,980	1,068,372	258,809	165,928	-	-
(5) Federal Grants and Contracts	-	-	7,576	10,740	-	-
(6) In-Kind from Local Government Only	-	-	-	-	-	-
Total Other Government Funding	147,692	4,098,519	941,342	824,635	(85)	98
IC. ALL OTHER REVENUES						
(1) 1st 2nd Party Payments	127	25,389	14,980	21,279	2,043	-
(2) 3rd Party Payments (except Medicare)	1,515	374,282	143,195	86,766	-	-
(3) Medicare	-	658,650	229,452	264,791	49	-
(4) Contributions	-	12,811	9,776	-	3,000	-
(5) Other	-	258	-	-	52	-
(6) In-Kind	-	-	-	-	1,385	-
Net Bad Debt Expense	(682)	(16,517)	3,948	(4,511)	(11)	-
Total All Other Revenues	960	1,054,873	401,351	368,325	6,518	-
Total Funding	\$ 452,596	\$ 7,660,290	\$ 3,024,627	\$ 1,686,432	\$ 667,581	\$ 56,743

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNDING AND REVENUE SOURCES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Supported Living	Outpatient - Group	SRT	Clubhouse	Outreach	Substance Abuse (Outpatient)
IA. STATE SAMH FUNDING						
(1) CFBHN	\$ 31,222	\$ 98,326	\$ 2,608,689	\$ 377,512	\$ 346,413	\$ 141,981
Total State SAMH Funding	31,222	98,326	2,608,689	377,512	346,413	141,981
IB. OTHER GOVERNMENT FUNDING						
(1) Other State Agency Funding	-	13,040	-	62,680	-	28,555
(2) Medicaid - Suncoast Region	-	347,897	-	186,832	-	101,681
(3) Medicaid - All Other Regions	-	-	-	-	-	-
(4) Local Government	-	-	-	15,168	-	6,858
(5) Federal Grants and Contracts	-	-	-	-	-	12,461
(6) In-Kind from Local Government Only	-	-	-	-	-	-
Total Other Government Funding	-	360,937	-	264,680	-	149,555
IC. ALL OTHER REVENUES						
(1) 1st 2nd Party Payments	-	457	-	1,640	-	1,227
(2) 3rd Party Payments (except Medicare)	-	-	-	85	-	14,294
(3) Medicare	-	-	-	492	-	6,371
(4) Contributions	-	-	-	3,925	-	4,115
(5) Other	-	-	-	254	-	-
(6) In-Kind	-	-	-	80,000	-	-
Net Bad Debt Expense	-	(1,864)	-	(1,011)	-	(661)
Total All Other Revenues	-	(1,407)	-	85,385	-	25,346
Total Funding	\$ 31,222	\$ 457,856	\$ 2,608,689	\$ 727,577	\$ 346,413	\$ 316,882

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNDING AND REVENUE SOURCES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	FITT	Residence Stability Coordination	FACT	Therapeutic Behavior Onsite	Children's Case Management	Children's Crisis Support / Emergency
IA. STATE SAMH FUNDING						
(1) CFBHN	\$ 350,915	\$ 36,976	\$ 723,572	\$ 16,160	\$ 74,702	\$ 759,404
Total State SAMH Funding	350,915	36,976	723,572	16,160	74,702	759,404
IB. OTHER GOVERNMENT FUNDING						
(1) Other State Agency Funding	5,906	-	3,932	1,602	1,256	-
(2) Medicaid - Suncoast Region	-	-	527,231	76,470	185,431	33,686
(3) Medicaid - All Other Regions	-	-	-	-	-	-
(4) Local Government	-	-	-	-	-	-
(5) Federal Grants and Contracts	-	-	-	-	-	-
(6) In-Kind from Local Government Only	-	-	-	-	-	-
Total Other Government Funding	5,906	-	531,163	78,072	186,687	33,686
IC. ALL OTHER REVENUES						
(1) 1st 2nd Party Payments	-	-	-	-	-	-
(2) 3rd Party Payments (except Medicare)	-	-	-	32	-	-
(3) Medicare	-	-	-	-	-	-
(4) Contributions	-	-	-	81,322	9,739	5,929
(5) Other	-	-	-	650	-	-
(6) In-Kind	-	-	-	-	-	-
Net Bad Debt Expense	-	-	-	(409)	(992)	(180)
Total All Other Revenues	-	-	-	81,595	8,747	5,749
Total Funding	\$ 356,821	\$ 36,976	\$ 1,254,735	\$ 175,827	\$ 270,136	\$ 798,839

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNDING AND REVENUE SOURCES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Children's Medical Services	CAT	On Track	Outpatient Child - Individual	Outpatient Children Group	Total SAMH
IA. STATE SAMH FUNDING						
(1) CFBHN	\$ 17,618	\$ 835,120	\$ 196,346	\$ 37,079	\$ -	\$ 12,356,076
Total State SAMH Funding	17,618	835,120	196,346	37,079	-	12,356,076
IB. OTHER GOVERNMENT FUNDING						
(1) Other State Agency Funding	382	5,063	-	534	-	1,316,414
(2) Medicaid - Suncoast Region	273,468	-	-	508,016	-	5,527,044
(3) Medicaid - All Other Regions	-	-	-	-	-	-
(4) Local Government	-	-	-	-	-	1,536,115
(5) Federal Grants and Contracts	-	-	-	-	-	30,777
(6) In-Kind from Local Government Only	-	-	-	-	-	-
Total Other Government Funding	273,850	5,063	-	508,550	-	8,410,350
IC. ALL OTHER REVENUES						
(1) 1st 2nd Party Payments	3,647	35	-	1,610	-	72,434
(2) 3rd Party Payments (except Medicare)	28,495	-	-	60,762	-	709,426
(3) Medicare	-	-	-	-	-	1,159,805
(4) Contributions	15,600	4,204	842	14,170	-	165,433
(5) Other	-	-	-	-	-	1,214
(6) In-Kind	-	-	-	-	-	81,385
Net Bad Debt Expense	(1,644)	-	-	(3,052)	-	(27,586)
Total All Other Revenues	46,098	4,239	842	73,490	-	2,162,111
Total Funding	\$ 337,566	\$ 844,422	\$ 197,188	\$ 619,119	\$ -	\$ 22,928,537

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNDING AND REVENUE SOURCES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Non-SAMH	Indirect	Fundraising	Unallocated	Grand Total	(Summarized) 2021
IA. STATE SAMH FUNDING						
(1) CFBHN	\$ -	\$ -	\$ -	\$ -	\$ 12,356,076	\$ 12,054,645
Total State SAMH Funding	-	-	-	-	12,356,076	12,054,645
IB. OTHER GOVERNMENT FUNDING						
(1) Other State Agency Funding	2,355,603	263	-	-	3,672,280	2,931,603
(2) Medicaid - Suncoast Region	1,700,122	-	-	-	7,227,166	7,144,033
(3) Medicaid - All Other Regions	-	-	-	-	-	-
(4) Local Government	501,809	-	-	-	2,037,924	1,763,789
(5) Federal Grants and Contracts	-	-	-	-	30,777	481,765
(6) In-Kind from Local Government Only	-	-	-	-	-	-
Total Other Government Funding	4,557,534	263	-	-	12,968,147	12,321,190
IC. ALL OTHER REVENUES						
(1) 1st 2nd Party Payments	32,574	-	-	-	105,008	180,517
(2) 3rd Party Payments (except Medicare)	241,839	-	-	-	951,265	1,170,287
(3) Medicare	8,220	-	-	-	1,168,025	1,165,711
(4) Contributions	202,568	22,958	931,051	3,569	1,325,579	1,419,881
(5) Other	155,669	117,434	126,155	432,893	833,365	772,404
(6) In-Kind	1,547,402	1,768	12,502	-	1,643,057	1,256,725
Net Bad Debt Expense	(10,732)	-	-	-	(38,318)	(92,489)
Total All Other Revenues	2,177,540	142,160	1,069,708	436,462	5,987,981	5,873,036
Total Funding	\$ 6,735,074	\$ 142,423	\$ 1,069,708	\$ 436,462	\$ 31,312,204	\$ 30,248,871

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Case Management	Crisis Stabilization	Crisis Support / Emergency	Medical Services	Room and Board Level 2	Supported Employment
IIA. PERSONNEL EXPENSES						
(1) Salaries	\$ 249,137	\$ 4,486,223	\$ 1,619,601	\$ 859,505	\$ 240,219	\$ 42,374
(2) Benefits	57,492	908,931	459,683	156,245	59,682	8,767
Total Personnel Expenses	306,629	5,395,154	2,079,284	1,015,750	299,901	51,141
IIB. OTHER EXPENSES						
(1) Building Occupancy	23,848	348,492	98,202	44,542	5,493	2,074
(2) Professional Contractual Services	3,245	164,242	45,805	20,450	2,864	480
(3) Travel	9,443	8,829	18,114	5,492	32	67
(4) Equipment	5,255	75,901	63,664	12,721	15,181	563
(5) Food Services	45	119,099	262	508	28,615	1
(6) Medical and Pharmacy	3	56,660	287	241,754	3	18
(7) Subcontracted Services	-	-	-	-	-	-
(8) Insurance	12,536	71,736	37,020	9,736	8,255	722
(9) Interest Paid	-	21,709	2,057	1,160	827	-
(10) Operating Supplies and Expenses	61,611	449,730	153,698	52,378	32,982	2,145
(11) Other	-	-	-	-	-	-
(12) Donated Items	-	-	-	-	1,385	-
Total Other Expenses	115,986	1,316,398	419,109	388,741	95,637	6,070
Total Personnel and Other Expenses	422,615	6,711,552	2,498,393	1,404,491	395,538	57,211
IIC. DISTRIBUTED INDIRECT COSTS						
(a) Other Support Costs (Optional)	-	-	-	-	-	-
(b) Administration	64,024	881,998	250,819	168,731	51,347	8,023
Total Actual Operating Expenses	486,639	7,593,550	2,749,212	1,573,222	446,885	65,234
IID. UNALLOWABLE COSTS	-	-	-	-	-	-
Total Allowable Operating Expenses	\$ 486,639	\$ 7,593,550	\$ 2,749,212	\$ 1,573,222	\$ 446,885	\$ 65,234
IIE. CAPITAL EXPENDITURES	-	-	-	-	-	-

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Supported Living	Outpatient - Group	SRT	Clubhouse	Outreach	Substance Abuse (Outpatient)
IIA. PERSONNEL EXPENSES						
(1) Salaries	\$ 33,095	\$ 118,038	\$ 1,212,672	\$ 233,393	\$ 167,435	\$ 220,799
(2) Benefits	8,813	29,137	273,684	74,641	39,697	50,861
Total Personnel Expenses	<u>41,908</u>	<u>147,175</u>	<u>1,486,356</u>	<u>308,034</u>	<u>207,132</u>	<u>271,660</u>
IIB. OTHER EXPENSES						
(1) Building Occupancy	2	69,718	173,816	101,393	11,496	8,472
(2) Professional Contractual Services	562	1,646	13,156	4,686	2,613	3,772
(3) Travel	407	358	477	738	7,589	438
(4) Equipment	1,785	5,480	34,747	61,071	8,664	3,042
(5) Food Services	-	7,859	75,033	15,328	-	20
(6) Medical and Pharmacy	-	5	11,251	4	1	936
(7) Subcontracted Services	-	-	-	-	-	-
(8) Insurance	589	3,870	26,962	28,399	6,427	2,970
(9) Interest Paid	-	226	22,175	22,992	-	8
(10) Operating Supplies and Expenses	2,212	20,556	139,928	33,747	58,644	12,298
(11) Other	-	-	-	-	-	-
(12) Donated Items	-	-	-	80,000	-	-
Total Other Expenses	<u>5,557</u>	<u>109,718</u>	<u>497,545</u>	<u>348,358</u>	<u>95,434</u>	<u>31,956</u>
Total Personnel and Other Expenses	<u>47,465</u>	<u>256,893</u>	<u>1,983,901</u>	<u>656,392</u>	<u>302,566</u>	<u>303,616</u>
IIC. DISTRIBUTED INDIRECT COSTS						
(a) Other Support Costs (Optional)	-	-	-	-	-	-
(b) Administration	<u>6,973</u>	<u>47,489</u>	<u>251,795</u>	<u>130,377</u>	<u>40,779</u>	<u>39,636</u>
Total Actual Operating Expenses	<u>54,438</u>	<u>304,382</u>	<u>2,235,696</u>	<u>786,769</u>	<u>343,345</u>	<u>343,252</u>
IID. UNALLOWABLE COSTS	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Allowable Operating Expenses	<u>\$ 54,438</u>	<u>\$ 304,382</u>	<u>\$ 2,235,696</u>	<u>\$ 786,769</u>	<u>\$ 343,345</u>	<u>\$ 343,252</u>
IIE. CAPITAL EXPENDITURES	-	-	-	-	-	-

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	FITT	Residence Stability Coordination	FACT	Therapeutic Behavior Onsite	Children's Case Management	Children's Crisis Support / Emergency
IIA. PERSONNEL EXPENSES						
(1) Salaries	\$ 223,163	\$ 23,808	\$ 539,400	\$ 91,548	\$ 246,637	\$ 216,236
(2) Benefits	49,336	7,607	113,214	34,589	76,708	67,620
Total Personnel Expenses	272,499	31,415	652,614	126,137	323,345	283,856
IIB. OTHER EXPENSES						
(1) Building Occupancy	13,146	2,990	30,338	6,919	7,826	140
(2) Professional Contractual Services	3,291	430	5,968	3,432	6,529	3,748
(3) Travel	896	740	11,897	4,111	7,459	10,880
(4) Equipment	3,429	274	14,938	3,438	5,540	9,696
(5) Food Services	-	-	-	12	-	3
(6) Medical and Pharmacy	275	1	5	2	4	4
(7) Subcontracted Services	-	-	-	-	-	-
(8) Insurance	2,478	196	22,250	2,354	4,251	3,626
(9) Interest Paid	-	-	-	594	466	5
(10) Operating Supplies and Expenses	18,190	1,418	260,241	10,982	39,746	15,245
(11) Other	-	-	-	-	-	-
(12) Donated Items	-	-	-	-	-	-
Total Other Expenses	41,705	6,049	345,637	31,844	71,821	43,347
Total Personnel and Other Expenses	314,204	37,464	998,251	157,981	395,166	327,203
IIC. DISTRIBUTED INDIRECT COSTS						
(a) Other Support Costs (Optional)	-	-	-	-	-	-
(b) Administration	42,501	5,828	128,833	25,554	59,330	46,760
Total Actual Operating Expenses	356,705	43,292	1,127,084	183,535	454,496	373,963
IID. UNALLOWABLE COSTS	-	-	-	-	-	-
Total Allowable Operating Expenses	\$ 356,705	\$ 43,292	\$ 1,127,084	\$ 183,535	\$ 454,496	\$ 373,963
IIE. CAPITAL EXPENDITURES	-	-	-	-	-	-

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Children's Medical Services	CAT	On Track	Outpatient Child Individual	Outpatient Children Group	Total SAMH
IIA. PERSONNEL EXPENSES						
(1) Salaries	\$ 881,509	\$ 439,599	\$ 124,288	\$ 539,398	\$ 499	\$ 12,808,576
(2) Benefits	155,609	139,673	29,756	139,630	145	2,941,520
Total Personnel Expenses	1,037,118	579,272	154,044	679,028	644	15,750,096
IIB. OTHER EXPENSES						
(1) Building Occupancy	18,362	50,030	974	31,041	40	1,049,354
(2) Professional Contractual Services	14,017	8,249	744	15,378	23	325,330
(3) Travel	87	12,692	4,061	160	-	104,967
(4) Equipment	6,955	27,954	7,071	9,574	12	376,955
(5) Food Services	836	-	-	132	-	247,753
(6) Medical and Pharmacy	64	8	2	112	-	311,399
(7) Subcontracted Services	-	-	-	-	-	-
(8) Insurance	7,378	8,045	396	7,802	4	268,002
(9) Interest Paid	915	946	-	1,699	-	75,779
(10) Operating Supplies and Expenses	30,629	45,435	6,995	39,423	70	1,488,303
(11) Other	-	-	-	-	-	-
(12) Donated Items	-	-	-	-	-	81,385
Total Other Expenses	79,243	153,359	20,243	105,321	149	4,329,227
Total Personnel and Other Expenses	1,116,361	732,631	174,287	784,349	793	20,079,323
IIC. DISTRIBUTED INDIRECT COSTS						
(a) Other Support Costs (Optional)	-	-	-	-	-	-
(b) Administration	146,013	107,523	21,965	109,376	93	2,635,767
Total Actual Operating Expenses	1,262,374	840,154	196,252	893,725	886	22,715,090
IID. UNALLOWABLE COSTS	-	-	-	-	-	-
Total Allowable Operating Expenses	\$ 1,262,374	\$ 840,154	\$ 196,252	\$ 893,725	\$ 886	\$ 22,715,090
IIE. CAPITAL EXPENDITURES	-	-	-	-	-	-

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF FUNCTIONAL EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022
(WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2021)

	Non-SAMH	Indirect	Fundraising	Unallocated	2022 Grand Total	(Summarized) 2021
IIA. PERSONNEL EXPENSES						
(1) Salaries	\$ 2,444,272	\$ 2,421,328	\$ 147,703	\$ -	\$ 17,821,879	\$ 17,776,210
(2) Benefits	674,856	381,741	34,647	-	4,032,764	4,094,043
Total Personnel Expenses	3,119,128	2,803,069	182,350	-	21,854,643	21,870,253
IIB. OTHER EXPENSES						
(1) Building Occupancy	374,851	22,215	62,702	-	1,509,122	1,416,712
(2) Professional Contractual Services	75,409	165,612	17,434	24,180	607,965	433,176
(3) Travel	29,276	4,720	133	-	139,096	154,446
(4) Equipment	114,781	10,548	21,979	-	524,263	444,523
(5) Food Services	129,869	10,006	33,490	-	421,118	385,258
(6) Medical and Pharmacy	3,482	(5,812)	1	-	309,070	292,945
(7) Subcontracted Services	-	-	-	-	-	-
(8) Insurance	57,587	61,359	898	-	387,846	298,084
(9) Interest Paid	14,383	7,453	-	-	97,615	89,651
(10) Operating Supplies and Expenses	530,116	293,602	90,053	1,787	2,403,861	2,059,068
(11) Other	-	1,040	-	(2,875)	(1,835)	50,091
(12) Donated Items	1,547,402	1,768	12,502	-	1,643,057	1,238,945
Total Other Expenses	2,877,156	572,511	239,192	23,092	8,041,178	6,862,899
Total Personnel and Other Expenses	5,996,284	3,375,580	421,542	23,092	29,895,821	28,733,152
IIC. DISTRIBUTED INDIRECT COSTS						
(a) Other Support Costs (Optional)	-	-	-	-	-	-
(b) Administration	545,085	(3,228,085)	47,233	-	-	-
Total Actual Operating Expenses	6,541,369	147,495	468,775	23,092	29,895,821	28,733,152
IID. UNALLOWABLE COSTS	-	-	-	-	-	-
Total Allowable Operating Expenses	\$ 6,541,369	\$ 147,495	\$ 468,775	\$ 23,092	\$ 29,895,821	\$ 28,733,152
IIE. CAPITAL EXPENDITURES	-	-	-	-	-	-

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF STATE EARNINGS
YEAR ENDED JUNE 30, 2022

1	Total Expenditures	\$ 29,895,821
2	Less Other State and Federal Funds	(10,930,223)
3	Less Non-Match SAMH Funds	(9,472,370)
4	Less Unallowable Costs per 65E-14, F.A.C.	<u>(61,410)</u>
5	Total Allowable Expenditures	<u><u>\$ 9,431,818</u></u>
6	Maximum Available Earnings (Line 5 times 75%)	\$ 7,073,864
7	Amount of State Funds Requiring Match	<u>2,883,706</u>
8	Amount Due to Department	<u><u>\$ -</u></u>

**PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF BED-DAY AVAILABILITY PAYMENTS
YEAR ENDED JUNE 30, 2022**

Program A	Cost Center B	State Contracted Rate C	Total Units of Service Provided D	Total Units of Service Paid for by 3rd Party Contracts, Local Govt. or Other State Agencies E	Maximum # of Units Eligible for Payment by Department (D-E) F	Amount Paid for Services by the Department G	Maximum \$ Value of Units in Column F (F x C) H	Amount Owed to Department (G-H or \$-0-, Whichever is Greater) I
Children's MH	Crisis Stabilization Unit	\$ -	-	-	-	\$ -	\$ -	\$ -
Adult MH	Crisis Stabilization Unit	493.39	13,140	5,705	7,435	2,372,396	3,668,355	-
Children's SA	Substance Abuse Detox	-	-	-	-	-	-	-
Adult SA	Substance Abuse Detox	-	-	-	-	-	-	-
Adult MH	Short-Term Residential Treatment	251.48	10,980	-	10,980	2,608,689	2,761,250	-
Total Amount Owed to Department =								\$ -

**PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF RELATED PARTY TRANSACTION ADJUSTMENTS
YEAR ENDED JUNE 30, 2022**

	Related Party	Allocation of Related Party Transactions Adjustment			
		State-Designated Cost Centers			Total
		1	2	3	
Revenues From Grantee		\$ -	\$ -	\$ -	\$ -
Rent		-	-	-	-
Services		-	-	-	-
Interest		-	-	-	-
Other		-	-	-	-
Total Revenue From Grantee		-	-	-	-
Expenses Associated with Grantee Transactions:					
Personnel Services		-	-	-	-
Depreciation		-	-	-	-
Interest		-	-	-	-
Other		-	-	-	-
Total Associated Expenses		-	-	-	-
Related Party Transaction Adjustment		\$ -	\$ -	\$ -	\$ -

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF ACTUAL OPERATING REVENUE AND EXPENSES
YEAR ENDED JUNE 30, 2022

ACTUAL OPERATING REVENUE & EXPENSES														©2015 SFBHN	
CONTRACT # QG035														DATE: 9/30/2022	
PART I: ACTUAL FUNDING SOURCES & REVENUES															
Mental Health															
FUNDING SOURCES & REVENUES	1	2	3	4	6	8	11	12	14	15	25	26	28		
	Assessment	Case Management	Crisis Stabilization	Crisis Support/ Emergency	Day Treatment	In-Home and On-Site	Intervention - Individual	Medical Services	Outpatient - Individual	Outreach	Supported Employment	Supported Housing/Living	Incidental Expenses		
IA. STATE SAMH FUNDING															
(1) Central Florida Behavioral Health Network	34,685	508,261	2,316,775	2,631,157	86,308	15,946	208,544	589,939	191,178	71,329	55,894	34,061	462,702		
MH000	24,795	252,394	-	-	86,308	15,946	-	296,110	73,858	-	55,894	34,061	41,098		
MH001	-	-	-	-	-	-	-	-	-	-	-	-	-		
MH009	24,795	252,394	-	-	86,308	15,946	-	296,110	73,858	-	55,894	34,061	41,098		
MH018	-	-	-	-	-	-	-	-	-	-	-	-	-		
MH001 CF (FY 19-20)	-	-	-	-	-	-	-	-	-	-	-	-	-		
MH009 CF (FY 18-19)	-	-	-	-	-	-	-	-	-	-	-	-	-		
MH009 CF (FY 20-21)	-	-	-	-	-	-	-	669	-	-	-	-	-		
MH018	-	-	2,316,775	1,279,641	-	-	-	-	-	-	-	-	-		
MH066	-	-	-	293,659	-	-	-	-	-	-	-	-	-		
MH072	-	104,604	-	-	-	-	185,392	-	-	71,329	-	-	14,073		
MH076	-	-	-	-	-	-	-	-	-	-	-	-	97,200		
MH095	9,890	-	-	-	-	-	-	78,727	118,320	-	-	-	-		
MH0FT	-	-	-	-	-	-	-	-	-	-	-	-	193,883		
MH265	-	-	-	-	-	-	-	-	-	-	-	-	-		
MHCA2 CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-	-	-		
MHCAJ CF (FY 20-21)	-	46,872	-	-	-	-	19,839	-	-	-	-	-	28,586		
MHCAT	-	-	-	-	-	-	-	-	-	-	-	-	-		
MHCAT CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-	-	-		
MHCCS	-	-	-	-	-	-	-	-	-	-	-	-	-		
MHCJ3	-	-	-	-	-	-	-	-	-	-	-	-	14,050		
MHDRF CF (FY 16-17)	-	-	-	-	-	-	-	-	-	-	-	-	2,435		
MHDRF CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-	-	21,336		
MHEMP	-	-	-	-	-	-	-	-	-	-	-	-	-		
MHMT	-	-	-	352,932	-	-	-	-	-	-	-	-	-		
MHMT CF (FY 18-19)	-	-	-	269,807	-	-	-	-	-	-	-	-	-		
MHRES	-	19,930	-	-	-	-	3,313	-	-	-	-	-	-		
MHTRV	-	-	-	-	-	-	-	-	-	-	-	-	48,541		
MS000	-	-	-	-	-	-	-	-	-	-	-	-	-		
MS003	-	-	-	-	-	-	-	-	-	-	-	-	-		
MS011	-	-	-	-	-	-	-	-	-	-	-	-	-		
MS021	-	-	-	-	-	-	-	-	-	-	-	-	-		
MS091	-	-	-	-	-	-	-	-	-	-	-	-	-		
MS091 CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-	-	-		
MSCB5	-	-	-	-	-	-	-	-	-	-	-	-	-		
(2) MH0CN	-	84,461	-	-	-	-	-	-	-	-	-	-	-		
(3) MHTRV CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-	-	1,500		
(4) Reclaim	-	-	-	435,118	-	-	-	214,433	-	-	-	-	-		
(5) (use for unlisted DCF category)	-	-	-	-	-	-	-	-	-	-	-	-	-		
IB. OTHER GOVT. FUNDING															
(1) Other State Agency Funding	-	2,097	1,058,562	1,791	13,040	1,602	-	132,554	26,089	-	98	-	-		
(2) Medicaid	-	309,628	1,955,069	710,620	346,034	76,060	-	783,108	601,985	-	-	-	-		
(3) Local Government	-	20,980	1,068,372	258,809	-	-	-	165,928	6,858	-	-	-	-		
(4) Federal Grants and Contracts	-	-	-	7,576	-	-	-	10,740	12,461	-	-	-	-		
(5) In-kind from local government only	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTAL GOVERNMENT FUNDING =	-	332,705	4,082,003	978,796	359,074	77,662	-	1,092,330	654,393	-	98	-	-		
IC. ALL OTHER REVENUES															
(1) 1st & 2nd Party Payments	-	127	25,389	14,980	457	-	-	24,926	2,837	-	-	-	-		
(2) 3rd Party Payments (except Medicare)	-	1,515	374,282	143,195	-	32	-	115,261	75,055	-	-	-	-		
(3) Medicare	-	-	658,650	229,452	-	-	-	264,791	6,371	-	-	-	-		
(4) Contributions and Donations	-	9,739	12,811	15,705	-	81,322	-	15,600	18,285	-	-	-	-		
(5) Other	-	-	258	-	-	650	-	-	-	-	-	-	-		
(6) In-kind	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTAL ALL OTHER REVENUES =	-	11,381	1,071,390	403,332	457	82,004	-	420,578	102,548	-	-	-	-		
TOTAL ACTUAL FUNDING =	34,685	852,347	7,470,168	4,013,285	445,839	175,612	208,544	2,102,847	946,119	71,329	55,992	34,061	462,702		

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF ACTUAL OPERATING REVENUE AND EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022

ACTUAL OPERATING REVENUE & EXPENSES											©2015 SFBHN
CONTRACT #											
PART I: ACTUAL FUNDING SOURCES & REVENUES											Substance Abuse
FUNDING SOURCES & REVENUES	37 Room & Board Level II	39 Short-Term Residential TX	40 Mental Health Clubhouse Services	A5 First Episode Team	B3 Cost Reimbursement	B4 CAT Team	B5 FACT Team	RSC	1 Assessment	4 Crisis Support/ Emergency	14 Outpatient - Individual
IA. STATE SAMH FUNDING											
(1) Central Florida Behavioral Health Network	446,884	2,235,695	440,449	121,973	107,402	835,176	467,773		9,856	48,000	24,805
MH000	661,317	-	363,033	-	-	-	-	-	-	-	-
MH001	661,317	-	-	-	-	-	-	-	-	-	-
MH009	-	-	363,033	-	-	-	-	-	-	-	-
MH018	-	-	-	-	-	-	-	-	-	-	-
MH001 CF (FY 18-20)	-	-	8,761	-	-	-	-	-	-	-	-
MH009 CF (FY 18-19)	-	-	-	-	-	-	-	-	-	-	-
MH009 CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-
MH018	-	2,670,813	-	-	-	-	-	-	-	-	-
MH066	-	-	-	-	-	-	-	-	-	-	-
MH072	-	-	-	-	-	-	-	-	-	-	-
MH076	-	-	-	-	-	-	-	-	-	-	-
MH095	-	-	-	-	-	-	-	-	-	-	-
MH0FT	-	-	-	-	-	-	467,773	-	-	-	-
MH26S	-	-	-	121,973	-	-	-	-	-	-	-
MHCA2 CF (FY 20-21)	-	-	-	-	-	20,000	-	-	-	-	-
MHCAJ CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-
MHCAT	-	-	-	-	-	634,938	-	-	-	-	-
MHCAT CF (FY 20-21)	-	-	-	-	-	180,338	-	-	-	-	-
MHCCS	-	-	-	-	107,402	-	-	-	-	-	-
MHCJ3	-	-	-	-	-	-	-	-	-	-	-
MHDRF CF (FY 16-17)	-	-	-	-	-	-	-	-	-	-	-
MHDRF CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-
MHEMP	-	-	68,655	-	-	-	-	-	-	-	-
MHMCT	-	-	-	-	-	-	-	-	-	-	-
MHMCCT CF (FY 18-19)	-	-	-	-	-	-	-	-	-	-	-
MHRES	-	-	-	-	-	-	-	-	-	-	-
MHTRV	-	-	-	-	-	-	-	-	-	-	-
MS000	-	-	-	-	-	-	-	-	9,856	48,000	24,805
MS003	-	-	-	-	-	-	-	-	-	-	-
MS011	-	-	-	-	-	-	-	-	9,856	-	24,805
MS021	-	-	-	-	-	-	-	-	-	48,000	-
MS091	-	-	-	-	-	-	-	-	-	-	-
MS091 CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-
MSCBS	-	-	-	-	-	-	-	-	-	-	-
(2) MH0CN	-	-	-	-	-	-	-	-	-	-	-
(3) MHTRV CF (FY 20-21)	-	-	-	-	-	-	-	-	-	-	-
(4) Reclass	(214,433)	(435,118)	-	-	-	-	-	-	-	-	-
(5) (use for unlisted DCF category)	-	-	-	-	-	-	-	-	-	-	-
IB. OTHER GOVT. FUNDING											
(1) Other State Agency Funding	-	-	62,680	-	-	5,063	3,932	-	-	-	-
(2) Medicaid	(96)	-	185,821	-	-	-	527,229	-	-	-	-
(3) Local Government	-	-	15,168	-	-	-	-	-	-	-	-
(4) Federal Grants and Contracts	-	-	-	-	-	-	-	-	-	-	-
(5) In-kind from local government only	-	-	-	-	-	-	-	-	-	-	-
TOTAL GOVERNMENT FUNDING =	(96)	-	263,669	-	-	5,063	531,161	-	-	-	-
IC. ALL OTHER REVENUES											
(1) 1st & 2nd Party Payments	2,043	-	1,640	-	-	35	-	-	-	-	-
(2) 3rd Party Payments (except Medicare)	-	-	86	-	-	-	-	-	-	-	-
(3) Medicare	49	-	492	-	-	-	-	-	-	-	-
(4) Contributions and Donations	3,000	-	3,925	842	-	4,204	-	-	-	-	-
(5) Other	52	-	254	-	-	-	-	-	-	-	-
(6) In-kind	1,385	-	80,000	-	-	-	-	-	-	-	-
TOTAL ALL OTHER REVENUES =	6,529	-	86,397	842	-	4,239	-	-	-	-	-
TOTAL ACTUAL FUNDING =	453,317	2,235,695	790,515	122,815	107,402	844,478	998,934	-	9,856	48,000	24,805

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF ACTUAL OPERATING REVENUE AND EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022

ACTUAL OPERATING REVENUE & EXPENSES												@2015 SFBHN
CONTRACT #												
PART I: ACTUAL FUNDING SOURCES & REVENUES												
FUNDING SOURCES & REVENUES	26 Supported Housing/Living	35 Outpatient - Group	A2 FIT Team	Total for State Funded SAMH Cost Centers	Total All SAMH Cost Centers	Non-SAMH All Other Programs	Non-SAMH Fund Raising	Non-SAMH Unallocated & Indirect	Non-SAMH Cost Center	Total Revenue	Administration	Total Expenses
IA. STATE SAMH FUNDING												
(1) Central Florida Behavioral Health Network	1,940	57,432	350,912	12,356,076	12,356,076	-	-	-	-	12,356,076		
MH000	-	-	-	1,904,814	-	-	-	-	-	1,904,814		
MH001	-	-	-	661,317	-	-	-	-	-	661,317		
MH009	-	-	-	1,243,497	-	-	-	-	-	1,243,497		
MH018	-	-	-	-	-	-	-	-	-	-		
MH001 CF (FY 19-20)	-	-	-	8,761	-	-	-	-	-	8,761		
MH009 CF (FY 18-19)	-	-	-	-	-	-	-	-	-	-		
MH009 CF (FY 20-21)	-	-	-	669	-	-	-	-	-	669		
MH018	-	-	-	6,267,229	-	-	-	-	-	6,267,229		
MH066	-	-	-	293,659	-	-	-	-	-	293,659		
MH072	-	-	-	375,398	-	-	-	-	-	375,398		
MH076	-	-	-	97,200	-	-	-	-	-	97,200		
MH095	-	-	-	206,937	-	-	-	-	-	206,937		
MH0FT	-	-	-	661,656	-	-	-	-	-	661,656		
MH265	-	-	-	121,973	-	-	-	-	-	121,973		
MHCA1 CF (FY 20-21)	-	-	-	20,000	-	-	-	-	-	20,000		
MHCAJ CF (FY 20-21)	-	-	-	95,297	-	-	-	-	-	95,297		
MHCAJ	-	-	-	634,938	-	-	-	-	-	634,938		
MHCAJ CF (FY 20-21)	-	-	-	180,238	-	-	-	-	-	180,238		
MHCCS	-	-	-	107,402	-	-	-	-	-	107,402		
MHCJ3	-	-	-	14,050	-	-	-	-	-	14,050		
MHDFR CF (FY 16-17)	-	-	-	2,435	-	-	-	-	-	2,435		
MHDFR CF (FY 20-21)	-	-	-	21,336	-	-	-	-	-	21,336		
MHEMP	-	-	-	68,655	-	-	-	-	-	68,655		
MHMCT	-	-	-	352,932	-	-	-	-	-	352,932		
MHMCT CF (FY 18-19)	-	-	-	269,807	-	-	-	-	-	269,807		
MHRES	-	-	-	23,243	-	-	-	-	-	23,243		
MHTRV	-	-	-	48,541	-	-	-	-	-	48,541		
MS000	-	42,144	-	124,805	-	-	-	-	-	124,805		
MS003	-	-	-	-	-	-	-	-	-	-		
MS011	-	42,144	-	76,805	-	-	-	-	-	76,805		
MS021	-	-	-	48,000	-	-	-	-	-	48,000		
MS091	-	-	288,599	288,599	-	-	-	-	-	288,599		
MS091 CF (FY 20-21)	-	-	62,313	62,313	-	-	-	-	-	62,313		
MSCB5	1,940	15,288	-	17,228	-	-	-	-	-	17,228		
(2) MHOCN	-	-	-	84,461	-	-	-	-	-	84,461		
(3) MHTRV CF (FY 20-21)	-	-	-	1,500	-	-	-	-	-	1,500		
(4) Reclaw	-	-	-	-	-	-	-	-	-	-		
(5) (use for unlisted DCF category)	-	-	-	-	-	-	-	-	-	-		
IB. OTHER GOVT. FUNDING												
(1) Other State Agency Funding	-	-	5,906	1,316,414	1,316,414	2,355,603	-	263	2,355,866	3,672,280		
(2) Medicaid	-	-	-	5,499,458	5,499,458	1,689,391	-	-	1,689,391	7,188,849		
(3) Local Government	-	-	-	1,536,115	1,536,115	501,810	-	-	501,810	2,037,925		
(4) Federal Grants and Contracts	-	-	-	30,777	30,777	-	-	-	-	30,777		
(5) In-kind from local government only	-	-	-	-	-	-	-	-	-	-		
TOTAL GOVERNMENT FUNDING =	-	-	5,906	8,382,764	8,382,764	4,546,804	-	263	4,547,067	12,929,831		
IC. ALL OTHER REVENUES												
(1) 1st & 2nd Party Payments	-	-	-	72,434	72,434	32,574	-	-	32,574	105,008		
(2) 3rd Party Payments (except Medicare)	-	-	-	709,426	709,426	241,839	-	-	241,839	951,265		
(3) Medicare	-	-	-	1,159,805	1,159,805	8,220	-	-	8,220	1,168,025		
(4) Contributions and Donations	-	-	-	165,433	165,433	202,568	931,051	26,527	1,160,146	1,325,579		
(5) Other	-	-	-	1,214	1,214	155,667	125,155	550,327	832,149	833,363		
(6) In-kind	-	-	-	81,385	81,385	1,547,402	11,502	1,768	1,561,672	1,643,057		
TOTAL ALL OTHER REVENUES =	-	-	-	2,189,697	2,189,697	2,188,270	1,069,708	578,622	3,836,600	6,026,297		
TOTAL ACTUAL FUNDING =	1,940	57,432	356,818	22,928,537	22,928,537	6,735,074	1,069,708	578,885	8,383,667	31,312,204		

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF ACTUAL OPERATING REVENUE AND EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022

ACTUAL OPERATING REVENUE & EXPENSES

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CONTRACT # QG035

DATE: 9/30/2022

PART I: ACTUAL FUNDING SOURCES & REVENUES **Mental Health**

FUNDING SOURCES & REVENUES	1 Assessment	2 Case Management	3 Crisis Stabilization	4 Crisis Support/ Emergency	6 Day Treatment	8 In-Home and On-Site	11 Intervention - Individual	12 Medical Services	14 Outpatient - Individual	15 Outreach	25 Supported Employment	26 Supported Housing/Living	28 Incidental Expenses
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PART II: ACTUAL EXPENSES

EXPENSE CATEGORIES	01 Assessment	02 Case Management	03 Crisis Stabilization	04 Crisis Support/ Emergency	06 Day Treatment	08 In-Home/ On-Site	11 Intervention - Individual	12 Medical Services	14 Outpatient - Individual	15 Outreach	25 Supported Employment	26 Supported Housing/Living	28 Incidental Expenses
IIA. PERSONNEL EXPENSES													
(1) Salaries	22,558	495,774	4,486,223	1,780,761	118,038	91,548	125,899	1,741,013	658,995	41,536	42,374	29,454	-
(2) Fringe Benefits	7,895	134,200	908,931	527,303	29,137	34,589	30,170	311,854	167,623	9,527	8,767	8,813	-
TOTAL PERSONNEL EXPENSES =	30,453	629,974	5,395,154	2,308,064	147,175	126,137	156,069	2,052,867	826,618	51,063	51,141	38,267	-
IIB. OTHER EXPENSES													
(1) Building Occupancy	1,200	31,674	348,492	98,342	69,718	6,919	9,197	62,904	38,353	2,289	2,074	2	-
(2) Professional Services	400	9,774	164,242	49,553	1,646	3,432	2,090	34,467	18,773	523	480	562	-
(3) Travel	-	16,902	8,829	28,994	358	4,111	6,071	5,579	598	1,518	67	407	-
(4) Equipment	800	10,795	75,901	8,405	5,480	3,438	6,931	19,676	11,829	1,733	563	1,785	-
(5) Food Services	-	45	119,099	265	7,859	12	-	1,345	151	-	1	-	-
(6) Medical and Pharmacy	-	7	56,660	291	5	2	1	144,618	1,048	-	18	-	97,200
(7) Subcontracted Services	-	-	-	-	-	-	-	-	-	-	-	-	-
(8) Insurance	-	16,786	71,736	40,646	3,870	2,354	5,141	17,114	10,778	1,285	722	589	-
(9) Interest Paid	-	466	21,709	2,062	226	594	-	2,075	1,707	-	-	-	-
(10) Operating Supplies & Expenses	1,500	52,358	396,056	161,550	20,556	10,982	-	83,007	50,291	13,469	2,145	2,212	365,502
(11) Donated Items	-	-	-	-	-	-	-	-	-	-	-	-	-
(12) Other Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES =	3,900	138,807	1,262,724	390,108	109,718	31,844	29,431	370,785	133,528	20,827	6,070	5,557	462,702
TOTAL PERSONNEL & OTHER EXPENSES =	34,353	768,781	6,657,878	2,698,172	256,893	157,981	185,500	2,423,652	960,146	71,890	57,211	43,824	462,702
IIC. DISTRIBUTED INDIRECT COSTS													
(b) Administration	5,496	123,355	881,998	293,412	47,489	25,554	29,361	314,744	134,672	11,418	8,023	6,973	-
TOTAL DISTRIBUTED INDIRECT COSTS =	5,496	123,355	881,998	293,412	47,489	25,554	29,361	314,744	134,672	11,418	8,023	6,973	-
TOTAL ACTUAL OPERATING EXPENSES =	39,849	892,136	7,539,876	2,991,584	304,382	183,535	214,861	2,738,396	1,094,818	83,308	65,234	50,797	462,702
IID. UNALLOWABLE COSTS	-	-	-	-	-	-	-	-	-	-	-	-	-
III. CAPITAL EXPENDITURES													
TOTAL ALLOWABLE OPERATING EXPENSES =	39,849	892,136	7,539,876	2,991,584	304,382	183,535	214,861	2,738,396	1,094,818	83,308	65,234	50,797	462,702

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF ACTUAL OPERATING REVENUE AND EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022

ACTUAL OPERATING REVENUE & EXPENSES

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CONTRACT #

PART I: ACTUAL FUNDING SOURCES & REVENUES

FUNDING SOURCES & REVENUES	Substance Abuse										
	37 Room & Board Level II	39 Short-Term Residential TX	40 Mental Health Clubhouse Services	A5 First Episode Team	B3 Cost Reimbursement	B4 CAT Team	B5 FACT Team	RSC	1 Assessment	4 Crisis Support/ Emergency	14 Outpatient - Individual

PART II: ACTUAL EXPENSES

EXPENSE CATEGORIES	37 Room & Board Level II	39 Short-term Residential Tx.	40 Clubhouse Services	A5 First Episode Team	B3 Cost Reimbursement	B4 CAT	B5 FACT Team	RSC	01 Assessment	04 Crisis Support/ Emergency	14 Outpatient - Individual
IIA. PERSONNEL EXPENSES											
(1) Salaries	240,219	1,212,672	233,393	124,288	-	439,599	539,400	23,808	6,738	55,075	34,684
(2) Fringe Benefits	59,682	273,684	74,641	29,756	-	139,673	113,214	7,607	2,291	-	-
TOTAL PERSONNEL EXPENSES =	299,901	1,486,356	308,034	154,044	-	579,272	652,614	31,415	9,029	55,075	34,684
IIB. OTHER EXPENSES											
(1) Building Occupancy	5,493	173,816	101,393	974	-	50,030	30,338	2,990	-	-	-
(2) Professional Services	2,864	13,156	4,686	744	-	8,249	5,968	430	-	-	-
(3) Travel	32	477	738	4,061	-	12,692	11,897	740	-	-	-
(4) Equipment	15,181	34,747	61,071	7,071	64,954	27,954	14,938	274	-	-	-
(5) Food Services	28,615	75,033	15,328	-	-	-	-	-	-	-	-
(6) Medical and Pharmacy	3	11,251	4	2	-	8	5	1	-	-	-
(7) Subcontracted Services	-	-	-	-	-	-	-	-	-	-	-
(8) Insurance	8,255	26,962	28,399	396	-	8,045	22,250	196	-	-	-
(9) Interest Paid	827	22,175	22,992	-	-	946	-	-	-	-	-
(10) Operating Supplies & Expenses	32,982	139,928	33,747	6,995	7,393	45,435	42,587	1,418	-	-	-
(11) Donated Items	1,385	-	80,000	-	-	-	-	-	-	-	-
(12) Other Expense	-	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES =	95,637	497,545	348,358	20,243	72,347	153,359	127,983	6,049	-	-	-
TOTAL PERSONNEL & OTHER EXPENSES =	395,538	1,983,901	656,392	174,287	72,347	732,631	780,597	37,464	9,029	55,075	34,684
IIC. DISTRIBUTED INDIRECT COSTS											
(b) Administration	51,347	251,795	130,377	21,965	4,166	107,523	128,833	5,828	1,354	-	-
TOTAL DISTRIBUTED INDIRECT COSTS =	51,347	251,795	130,377	21,965	4,166	107,523	128,833	5,828	1,354	-	-
TOTAL ACTUAL OPERATING EXPENSES =	446,885	2,235,696	786,769	196,252	76,513	840,154	909,430	43,292	10,383	55,075	34,684
IID. UNALLOWABLE COSTS											
-	-	-	-	-	-	-	-	-	-	-	-
III. CAPITAL EXPENDITURES											
-	-	-	-	-	30,889	-	-	-	-	-	-
TOTAL ALLOWABLE OPERATING EXPENSES =	446,885	2,235,696	786,769	196,252	76,513	840,154	909,430	43,292	10,383	55,075	34,684

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC.
SCHEDULE OF ACTUAL OPERATING REVENUE AND EXPENSES (CONTINUED)
YEAR ENDED JUNE 30, 2022

ACTUAL OPERATING REVENUE & EXPENSES												©2015 SFB/HN
CONTRACT #												
PART I: ACTUAL FUNDING SOURCES & REVENUES												
FUNDING SOURCES & REVENUES	26 Supported Housing/Living	35 Outpatient - Group	A2 FIT Team	Total for State Funded SAMH Cost Centers	Total All SAMH Cost Centers	Non-SAMH All Other Programs	Non-SAMH Fund Raising	Non-SAMH Unallocated & Indirect	Non-SAMH Cost Center	Total Revenue	Administration	Total Expenses
PART II: ACTUAL EXPENSES												
EXPENSE CATEGORIES	26 Supportive Housing/Living	35 Outpatient - Group	A2 FIT Team	Total for State Funded SAMH Cost Centers	Total SAMH Cost Centers	Non-SAMH All Other Programs	Non-SAMH Fund Raising	Non-SAMH Unallocated	Non-SAMH Cost Center		Administration	Total Expenses
IIA. PERSONNEL EXPENSES												
(1) Salaries	3,640	37,725	223,163	12,808,576	12,808,576	2,444,272	147,703	-	2,591,975	=====	2,421,328	17,821,879
(2) Fringe Benefits	-	12,827	49,336	2,941,520	2,941,520	674,856	34,647	-	709,503	=====	381,741	4,032,764
TOTAL PERSONNEL EXPENSES =	3,640	50,552	272,499	15,750,096	15,750,096	3,119,128	182,350	-	3,301,478	=====	2,803,069	21,854,643
IIB. OTHER EXPENSES												
(1) Building Occupancy	-	-	13,146	1,049,354	1,049,354	374,851	62,702	-	437,553	=====	22,215	1,509,122
(2) Professional Services	-	-	3,291	325,330	325,330	75,409	17,434	24,180	117,023	=====	165,612	607,965
(3) Travel	-	-	896	104,967	104,967	29,276	133	-	29,409	=====	4,720	139,096
(4) Equipment	-	-	3,429	376,955	376,955	114,781	21,979	-	136,760	=====	10,548	524,263
(5) Food Services	-	-	-	247,753	247,753	129,869	33,490	-	163,359	=====	10,006	421,118
(6) Medical and Pharmacy	-	-	275	311,399	311,399	3,482	1	-	3,483	=====	(5,812)	309,070
(7) Subcontracted Services	-	-	-	-	-	-	-	-	-	=====	-	-
(8) Insurance	-	-	2,478	268,002	268,002	57,587	898	-	58,485	=====	61,359	387,846
(9) Interest Paid	-	-	-	75,779	75,779	14,383	-	-	14,383	=====	7,453	97,615
(10) Operating Supplies & Expenses	-	-	18,190	1,488,303	1,488,303	530,116	90,053	1,787	621,956	=====	293,602	2,403,861
(11) Donated Items	-	-	-	81,385	81,385	1,547,402	12,502	-	1,559,904	=====	1,768	1,643,057
(12) Other Expense	-	-	-	-	-	-	-	(2,875)	(2,875)	=====	1,040	(1,835)
TOTAL OTHER EXPENSES =	-	-	41,705	4,329,227	4,329,227	2,877,156	239,192	23,092	3,139,440	=====	572,511	8,041,178
TOTAL PERSONNEL & OTHER EXPENSES =	3,640	50,552	314,204	20,079,323	20,079,323	5,996,284	421,542	23,092	6,440,918	=====	3,375,580	29,895,821
IIC. DISTRIBUTED INDIRECT COSTS												
(b) Administration	-	7,583	42,501	2,635,767	2,635,767	545,085	47,233	-	592,318	=====	(3,228,085)	-
TOTAL DISTRIBUTED INDIRECT COSTS =	-	7,583	42,501	2,635,767	2,635,767	545,085	47,233	-	592,318	=====	(3,228,085)	-
TOTAL ACTUAL OPERATING EXPENSES =	3,640	58,135	356,705	22,715,090	22,715,090	6,541,369	468,775	23,092	7,033,236	=====	147,495	29,895,821
IID. UNALLOWABLE COSTS	-	-	-	-	-	-	-	-	-	=====	-	-
III. CAPITAL EXPENDITURES	-	-	-	30,889	30,889	-	-	-	-	=====	-	30,889
TOTAL ALLOWABLE OPERATING EXPENSES =	3,640	58,135	356,705	22,715,090	22,715,090	6,541,369	468,775	23,092	7,033,236	=====	147,495	29,895,821

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINING SCHEDULE OF FINANCIAL POSITION
JUNE 30, 2022

	Peace River Center for Personal Development	Peace River Center Properties	Peace River Center Properties II	Eliminations	Total
ASSETS					
CURRENT ASSETS					
Cash and Cash Equivalents	\$ 5,691,917	\$ 12,335	\$ 47,278	\$ -	\$ 5,751,530
Accounts Receivable, Net	3,868,042	1,731	-	-	3,869,773
Tenant Accounts Receivable, Net	-	2,485	-	-	2,485
Inventory	196,514	-	-	-	196,514
Prepaid Expenses	808,270	2,204	13,529	(18,689)	805,314
Deposits	15,015	-	-	-	15,015
Current Portion of Pledges Receivable	5,000	-	-	-	5,000
Total Current Assets	10,584,758	18,755	60,807	(18,689)	10,645,631
RESTRICTED DEPOSITS AND FUNDED RESERVES					
Reserve for Client Funds	14,864	-	-	-	14,864
Tenant Security Deposits Held In Trust	-	5,665	-	-	5,665
Reserve for Replacements	-	23,866	-	-	23,866
Reserve for Construction	-	-	27,000	-	27,000
Total Restricted Deposits and Funded Reserves	14,864	29,531	27,000	-	71,395
PROPERTY, PLANT, AND EQUIPMENT, NET	5,304,633	271,298	4,967,849	-	10,543,780
OTHER ASSETS					
Notes Receivable - New Markets Tax Credit	3,381,500	-	-	-	3,381,500
Intercompany Receivables	300,000	-	-	(300,000)	-
Beneficial Interest in Assets Held by GiveWell Community Foundation	85,749	-	-	-	85,749
Total Other Assets	3,767,249	-	-	(300,000)	3,467,249
Total Assets	\$ 19,671,504	\$ 319,584	\$ 5,055,656	\$ (318,689)	\$ 24,728,055

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINING SCHEDULE OF FINANCIAL POSITION (CONTINUED)
JUNE 30, 2022

	Peace River Center for Personal Development	Peace River Center Properties	Peace River Center Properties II	Eliminations	Total
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Accounts Payable	\$ 602,107	\$ 5,996	\$ 22,590	\$ -	\$ 630,693
Accrued Expenses	1,105,922	6,927	-	-	1,112,849
Accrued Annual Leave	817,540	-	-	-	817,540
Deferred Revenue	1,137,810	1,160	18,689	(18,689)	1,138,970
Intercompany Payables	-	-	300,000	(300,000)	-
Security Deposits Payable	5,943	4,023	-	-	9,966
Reserve for Client Funds	14,864	-	-	-	14,864
Current Portion of Long-Term Debt	298,674	31,113	-	-	329,787
Total Current Liabilities	3,982,860	49,219	341,279	(318,689)	4,054,669
LONG-TERM LIABILITIES					
Mortgages and Notes Payable, Net Deferred Loan Costs	2,790,598	226,843	-	-	3,017,441
New Markets Tax Credit Notes Payable, Net Deferred Loan Costs	-	-	4,835,487	-	4,835,487
Total Long-Term Liabilities	2,790,598	226,843	4,835,487	-	7,852,928
Total Liabilities	6,773,458	276,062	5,176,766	(318,689)	11,907,597
NET ASSETS					
Without Donor Restrictions:					
Undesignated	12,812,297	43,522	(121,110)	-	12,734,709
Designated by Board for Assets Held in					
GiveWell Community Foundation	85,749	-	-	-	85,749
Total Without Donor Restrictions	12,898,046	43,522	(121,110)	-	12,820,458
Total Net Assets	12,898,046	43,522	(121,110)	-	12,820,458
Total Liabilities and Net Assets	\$ 19,671,504	\$ 319,584	\$ 5,055,656	\$ (318,689)	\$ 24,728,055

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS
YEAR ENDED JUNE 30, 2022

	Peace River Center for Personal Development	Peace River Center Properties	Peace River Center Properties II	Eliminations	Total
FUNDING AND REVENUES WITHOUT DONOR RESTRICTIONS					
Government Funding					
Substance Abuse and Mental Health:					
Adult and Children Mental Health	\$ 12,356,076	\$ -	\$ -	\$ -	\$ 12,356,076
Net Patient Service Fees	9,413,146	-	-	-	9,413,146
Other Government Funding					
Other Federal and State Grants and Contracts	3,977,192	-	-	-	3,977,192
Local Government	1,763,789	-	-	-	1,763,789
Total Other Government Funding	5,740,981	-	-	-	5,740,981
Other Funding and Revenues					
Contributions	1,266,124	-	-	-	1,266,124
Contributions - Inkind	1,702,512	-	-	-	1,702,512
Other	672,417	2	-	(13,493)	658,926
Rental	-	235,556	-	-	235,556
Contracted Food Services	156,643	-	-	-	156,643
Program Income	4,305	-	152,124	(152,124)	4,305
Net Assets Released From Restrictions	5,000	-	-	-	5,000
Total Other Funding and Revenues	3,807,001	235,558	152,124	(165,617)	4,029,066
Total Funding and Revenues Without Donor Restrictions	31,317,204	235,558	152,124	(165,617)	31,539,269
EXPENSES					
Program Services	26,075,607	140,223	319,671	(152,124)	26,383,377
Management and General	3,398,672	67,367	17,305	(13,493)	3,469,851
Fundraising	421,542	-	-	-	421,542
Total Expenses	29,895,821	207,590	336,976	(165,617)	30,274,770

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINING SCHEDULE OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)
YEAR ENDED JUNE 30, 2022

	Peace River Center for Personal Development	Peace River Center Properties	Peace River Center Properties II	Eliminations	Total
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	\$ 1,421,383	\$ 27,968	\$ (184,852)	\$ -	\$ 1,264,499
REVENUE WITH DONOR RESTRICTIONS					
Net Assets Released From Restrictions	(5,000)	-	-	-	(5,000)
Total Revenue With Donor Restrictions	(5,000)	-	-	-	(5,000)
CHANGE IN NET ASSETS WITH DONOR RESTRICTIONS	(5,000)	-	-	-	(5,000)
CHANGE IN NET ASSETS	1,416,383	27,968	(184,852)	-	1,259,499
Net Assets - Beginning of Year	11,481,663	15,554	63,742	-	11,560,959
NET ASSETS - END OF YEAR	<u>\$ 12,898,046</u>	<u>\$ 43,522</u>	<u>\$ (121,110)</u>	<u>\$ -</u>	<u>\$ 12,820,458</u>

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
YEAR ENDED JUNE 30, 2022

Grantor/Pass-through Agency Program Title	Assistance Listing Number	Contract Grant No.	Expenditures
<u>Federal Awards</u>			
<u>U.S. Department of Health and Human Services</u>			
Direct			
Covid 19-Block Grants for Community Mental Health Services	93.958	1H79SM085732-01	\$ 404,757
Passed Through Florida Central Florida Behavior Health Network (CFHBN)			
<i>Substance Abuse and Mental Health (SAMH) Program:</i>			
SAMH Program - Block Grants for Community Mental Health Services	93.958	QB035	2,540,191
SAMH Program	93.959	QB035	236,071
Total Florida Coalition Against Domestic Violence			<u>2,776,262</u>
Passed Through Florida Coalition Against Domestic Violence			
Domestic Violence Program	93.558	LN146	200,736
Domestic Violence Program	93.671	LN146	64,236
Total Florida Coalition Against Domestic Violence			<u>264,972</u>
Passed Through Heartland for Children			
Home To Stay Program - Promoting Safe and Stable Families	93.556	RPRMS1	462,883
Home To Stay Program-Admin for Children, Youth & Families Child Abuse	93.669	RPRMS1	897
FITT/START-Admin for Children, Youth & Families Child Abuse	93.669	RPRMS1	250
Total Heartland for Children			<u>464,030</u>
Passed Through State of Florida Council Against Sexual Violence			
Preventative Health and Health Services Block Grant	93.991	21PHH19	10,158
Injury Prevention and Control Research and State and Community Based Programs	93.136	21PHH19	4,183
Total State of Florida Council Against Sexual Violence			<u>14,341</u>
Total U.S. Department of Health and Human Services			<u>3,924,362</u>

See accompanying Notes to Combined Schedule of Expenditures of Federal Awards and State Financial Assistance.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (CONTINUED)
YEAR ENDED JUNE 30, 2022

Grantor/Pass-through Agency Program Title	Assistance Listing Number	Contract Grant No.	Expenditures
<u>U.S. Department of Housing and Urban Development</u>			
Supportive Housing for Persons with Disabilities	14.181	067-EH226-L8-CMI	\$ 286,401
Passed Through City of Haines City Covid-19-Community Development Block Grant	14.218	C210006	15,168
Passed Through City of Lakeland Covid-19-Community Development Block Grant	14.218	CDBG-CV	25,760
Passed Through Polk County Board of County Commissioners Covid-19-Community Development Block Grant	14.218	ESGCV2002	809,415
Total CDBG Entitlement Grants Cluster			<u>850,343</u>
Lower Income Housing Assistance Program Section 8 Moderate Rehabilitation	14.856	A-87-0385	<u>168,072</u>
Total U.S. Department of Housing and Urban Development			<u>1,304,816</u>
<u>U.S. Department of Justice/Office of the Attorney General</u>			
Passed Through State of Florida Council Against Sexual Violence Sexual Violence Prevention Program-Services	16.017	16SAS19	45,576
Victims of Crime Act (VOCA)	16.575	VOCA-2018-00283 and VOCA-2019-00177	<u>372,269</u>
Total U.S. Department of Justice/Office of the Attorney General			<u>417,845</u>
<u>U.S. Department of Agriculture</u>			
Passed Through State of Florida Department of Elder Affairs Adult Care Food Program	10.558	Y6075	11,466
Passed Through State of Florida Department of Health Child Care Food Program	10.558	H-1766	<u>25,391</u>
Total U.S. Department of Agriculture			<u>36,857</u>
<u>U.S. Department of Transportation</u>			
Passed through State of Florida Department of Transportation Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	1001-2019-8	<u>59,460</u>
Total Expenditures of Federal Awards			<u>\$ 5,743,340</u>

See accompanying Notes to Combined Schedule of Expenditures of Federal Awards and State Financial Assistance.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (CONTINUED)
YEAR ENDED JUNE 30, 2022

Grantor/Pass-through Agency Program Title	Assistance Listing Number	Contract Grant No.	Expenditures
<u>State Financial Assistance</u>			
<u>Department of Legal Affairs and Attorney General</u>			
Florida Council Against Sexual Violence	41.01	210AG19	\$ 13,320
<u>Department of Children and Families</u>			
Florida Council Against Sexual Violence	60.153	QB035	293,659
Domestic Violence Program	60.134	LN146	281,031
Child Abuse Domestic Violence Training	60.139	LN146	104,383
Total Department of Children and Families			<u>679,073</u>
<u>Department of Health</u>			
Rape Crisis Center	64.069	FCASV 21PHH19	75,227
Rape Crisis Program Trust Fund-Sexual Battery Victims' Access to Services Act	64.061	16TFGR19	44,827
Total Department of Health			<u>120,054</u>
Total Expenditures of State Financial Assistance			<u>812,447</u>
Total Expenditures of Federal Awards and State Financial Assistance			<u>\$ 6,555,787</u>

See accompanying Notes to Combined Schedule of Expenditures of Federal Awards and State Financial Assistance.

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
NOTES TO COMBINED SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND
STATE FINANCIAL ASSISTANCE
JUNE 30, 2022

NOTE 1 BASIS OF PRESENTATION

The accompanying combined schedule of expenditures of federal awards and state financial assistance (the Schedule) includes the federal award and state financial assistance activity of the Peace River Center for Personal Development, Inc. and Affiliates (Peace River Center) under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.650, Rules of the Florida Auditor General. Because the Schedule presents only a selected portion of the operations of Peace River Center, it is not intended to and does not present the financial position, statements of activities and changes in net assets, functional expenses or cash flows Peace River Center for Personal Development, Inc. and Affiliates.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and Chapter 10.650, Rules of the Auditor General, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Peace River Center has elected to not use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 3 LOANS OUTSTANDING

Peace River Center had the following loan balance outstanding at June 30, 2022:

<u>Program Title</u>	<u>CFDA</u>	<u>Amount</u>
HUD Insured Mortgage	14.181	\$ 286,401

NOTE 4 RECONCILIATION

Peace River Center received state matching dollars, which are not reported on the Schedule, but were included in the supplementary combining schedule of activities and changes in net assets. Below are the reconciling items:

<u>State Match Not Subject To Single Audit</u>	<u>Amount</u>
SAMH Program (QB035)	\$ 9,341,580
Home to Stay Program (QPRMS1)	9,862
Domestic Violence Program (18-2218)	51,758
Total	<u>\$ 9,403,200</u>

**PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
COMBINED SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL
ASSISTANCE (CONTINUED)
YEAR ENDED JUNE 30, 2022**

NOTE 5 SUBRECIPIENTS

Peace River Center does not pass through funds to any subrecipients, therefore there were no subrecipient payments for the year ended June 30, 2022.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF COMBINED FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Peace River Center for Personal Development, Inc.
and Affiliates
Bartow, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of Peace River Center for Personal Development, Inc. and Affiliates, which comprise the combined statements of financial position as of June 30, 2022, and the related combined statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 3, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered Peace River Center for Personal Development, Inc. and Affiliates' internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of Peace River Center for Personal Development, Inc. and Affiliates' internal control. Accordingly, we do not express an opinion on the effectiveness of Peace River Center for Personal Development, Inc.' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Peace River Center for Personal Development, Inc. and Affiliates' combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Lakeland, Florida
February 3, 2023



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM AND STATE PROJECT, AND REPORT ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.650, RULES OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA**

Board of Directors
Peace River Center for Personal Development, Inc.
and Affiliates
Bartow, Florida

Report on Compliance for Each Major Federal Program and State Project
Opinion on Each Major Federal Program and State Project

We have audited Peace River Center for Personal Development, Inc. and Affiliates' compliance with the types of compliance requirements described in the *OMB Compliance Supplement*, and the requirements described in the Florida Department of Financial Services' *State Projects Compliance Supplement* that could have a direct and material effect on each of Peace River Center for Personal Development, Inc. and Affiliates' major federal programs and state projects for the year ended June 30, 2022. Peace River Center for Personal Development, Inc. and Affiliates' major federal programs and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Peace River Center for Personal Development, Inc. and Affiliates complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10,650, Rules of the Auditor General. Our responsibilities under those standards and the Uniform Guidance and Chapter 10,650, Rules of the Auditor General are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Peace River Center for Personal Development, Inc. and Affiliates and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and state project. Our audit does not provide a legal determination of Peace River Center for Personal Development, Inc.' and Affiliates' compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Peace River Center for Personal Development, Inc. federal programs and state projects.

Auditors' Responsibility for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Peace River Center for Personal Development, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.650, Rules of the Auditor General will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Peace River Center for Personal Development, Inc. and Affiliates' compliance with the requirements of each major federal program or state project as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance and Chapter 10.650, Rules of the Auditor General, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Peace River Center for Personal Development, Inc. and Affiliates' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of Peace River Center for Personal Development, Inc. and Affiliates' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.650, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of Peace River Center for Personal Development, Inc. and Affiliates' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance, which is required to be reported in accordance with the Uniform Guidance and Chapter 10.650, Rules of the Auditor General and which is described in the accompanying schedule of findings and questioned costs as item 2022-001. Our opinion on each major federal program and state project is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on Peace River Center for Personal Development, Inc. and Affiliates' response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Peace River Center for Personal Development, Inc.'s response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a certain deficiency in internal control over compliance that we consider to be a significant deficiency.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2022-001 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on Peace River Center for Personal Development, Inc. and Affiliates' response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Peace River Center for Personal Development, Inc.'s response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Board of Directors
Peace River Center for Personal Development, Inc.
and Affiliates

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.650. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Lakeland, Florida
February 3, 2023

PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022

Section I – Summary of Auditors’ Results

Financial Statements

1. Type of auditors’ report issued: Unmodified
2. Internal control over financial reporting:
- Material weaknesses identified? _____ yes x no
 - Significant deficiency identified? _____ yes x no
3. Noncompliance material to financial statements noted? _____ yes x no

Federal Awards

1. Internal control over major federal programs:
- Material weaknesses identified? _____ yes x no
 - Significant deficiency identified? _____ yes x no
2. Type of auditors’ report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes x no

Identification of Major Federal Programs

<u>Federal Awards</u>	<u>Assistance Listing Number</u>
DCF Program	93.958
CDBG Entitlement Grant	14.218
Dollar threshold used to distinguish between Type A and Type B programs:	\$ <u> 750,000 </u>
Auditee qualified as low-risk auditee?	<u> x </u> yes _____ no

**PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2022**

Section I – Summary of Auditors' Results (Continued)

State Financial Assistance

1. Internal control over major state projects:

- Material weaknesses identified? _____ yes x no
- Significant deficiency identified? x yes _____ no

2. Type of auditors' report issued on
compliance for major federal programs: Unmodified

3. Any audit findings disclosed that are required
to be reported in accordance with
Chapter 10.650, Rules of the Auditor General?
 x yes _____ no

Identification of Major State Projects

60.134	Battery Victims' Access to Services Act
60.153	Domestic Violence Program

Dollar threshold used to distinguish between
Type A and Type B state projects: \$ 300,000

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

**PEACE RIVER CENTER FOR PERSONAL DEVELOPMENT, INC. AND AFFILIATES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2022**

Section III – Findings and Questioned Costs – Major Federal Programs and State Projects

2022 – 001-Reporting

State agency: Department of Children and Families

State program title: Domestic Violence

Assistance Listing Number: 60.153

Award Period: July 1, 2021-June 30, 2022

Type of Finding:

- Significant Deficiency in Internal Control over Compliance
- Other Matters

Criteria or specific requirement: Documentation of the completed report shall be received by the Contract Manager at the Department of Children and Families by the 10th calendar day of each month following the period end for the Monthly Request for Payment, Quarterly Financial report, Property Inventory Report, Auxiliary Aid Service Record Monthly Summary Report and FVPSA Annual Narrative Report. Documentation of the completed Final Financial Report shall be received by the Contract Manager by August 14th, 2022. A process including a review by an individual other than report preparer should be in place when submitting deliverables.

Condition: In our testing, we noted out of a sample of the five financial reporting requirements for the program, there were three exceptions noted and out of a sample eight performance reporting requirements, there was three exceptions noted.

Questioned costs: None

Context: Out of the sample of five financial reports, there were three exceptions noted. Two of the three related to the reports not being submitted within the deadline and not having been reviewed prior to submission. The other exception related to the reports not being submitted within the deadline. Out of the sample of eight performance reports, there were three exceptions noted. Two of the three exceptions related to lack of documentation that the report had been submitted within the deadline. The other exception related to the report not being submitted within the deadline.

Cause: Peace River Center did not properly follow procedures to file reports on timely basis, maintain documentation of submission, or to review the information prior to submission. In addition, there was turnover in personnel at the Organization and within the department who oversees the program as well.

Effect: Peace River Center could misreport their financial and performance measures.

Repeat Finding: No

Recommendation: We recommend Peace River Center submit its reports within the deadlines noted in contract agreements and maintain documentation of submission. Additionally, Peace River Center should implement an internal review process for financial reporting before the information is submitted to the contract agency.

Views of responsible official: There is no disagreement with the finding.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: E. Laney Stearns, Public Safety Director

SUBJECT/TITLE: Request approval of job Description and pay grade change of the Fire Marshal to Division Chief-Fire Marshal.

STATEMENT OF ISSUE

Request to change the current Fire Marshal position to Division Chief-Fire Marshal. The proposed job description and pay grade changes will help attract more seasoned and qualified applicants within the Fire Services field.

RECOMMENDED ACTION

Move to approve Job Description and pay grade change of the Fire Marshal to Division Chief-Fire Marshal.

FISCAL IMPACT

It is not anticipated to impact the current fiscal year budget. However, the request will increase the upcoming budget year due to the pay grade change. The pay grade hourly rate change would be as follows, Fire Marshal - Pay Grade 115 (\$27.13-\$40.70) to Division Chief-Fire Marshal - Pay Grade 117 (\$30.48-\$45.73).

Attachments: [Division Chief-Fire Marshal 40 hour- 1-25-23.pdf](#)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

JOB DESCRIPTION

REGULAR ☒		SENIOR MANAGEMENT SERVICE ☐		OPS/OTHER ☐	
POSITION INFORMATION				Position Type Admin ☐ Director ☐ Manager ☒ Supervisor ☐ Non-Supervisor ☐	
Job Title: Division Chief - Fire Marshal		Division: Public Safety		Department: Fire Rescue	
Job Code:		Pay Grade: 117		Cost Center: 3217/5105 (50/50)	
Included/Exempt: Exempt		Pay Band: \$63,407.18 to \$95,110.77		FTE: 1.0	
EMPLOYEE:		Type of Transaction: Special Risk: Yes ☒ No ☐ Overtime: Yes ☐ No ☒			
1. This position reports directly to: Job Title <u>Deputy Fire Chief</u> Job Code <u>1104</u> Pay Grade <u>118</u>					
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:					

Knowledge, Skills, and Abilities:

- Knowledge of latest training techniques and principles of instruction for all aspects of the fire service.
- Knowledge of current fire safety codes, laws, rules, and regulations including the fire prevention code.
- Knowledge of principles and practices of fire safety and inspection techniques.
- Knowledge of firefighting techniques, fire ground safety, and emergency medical treatment which are applicable to the position.
- Ability to plan, evaluate, assign, and coordinate activities performed by members.
- Ability to express oneself clearly and concisely, both orally and in writing.
- Ability to perform during high stress situations.
- Ability to prepare reports on fire services activities, policy, and procedural recommendations.
- Skill in managing an essential service with limited program funds, including budget management.
- Ability to be self-directed and capable of independent decision making.
- Ability to maintain a positive and forward-thinking work environment for all members

Physical Skills:

This work requires the occasional exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires sitting and repetitive motions and occasionally requires standing, walking, using hands to finger, handle or feel, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; ability to lift and carry up to 50 lbs., must meet physical and medical requirements for firefighter and hazardous material per N.F.P.A Standards.

MINIMUM QUALIFICATIONS**Education & Experience:**

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☒ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Associates degree in a Fire/Rescue related field from a regionally accredited college required (within probationary period) Bachelor's degree preferred. Ten (10) years progressive experience in a managerial capacity. Fire Officer Designation from the Center for Public Safety Excellence preferred. Preference will be given to applicants with ten (15) years or more experience working in a fire related field within a recognized/organized Fire Department. Preference will also be given to applicants who have a proven history in a leadership position. +

Licenses, Certifications, or Registrations:

May be required to possess and maintain the following: Florida Certificate of Compliance, Fire Officer 2, Fire Service Inspector I & II, Fire Investigator I, Fire Service Instructor II or III, State of Florida and National Registry Paramedic, 16-Hour Emergency Vehicle Operation (CEVO or EVOC) depending on assignment. State of Florida Hazardous Materials Technician (Operations Level) preferred. Must possess a valid Florida Drivers license. Public Safety Director to set time periods for compliance +

Other job related requirements:

Disaster Essential. Career FIREFIGHTERS in Highlands County will not be able to operate as volunteer FIREFIGHTERS with Highlands County Fire Rescue. A CJIS is required as part of the background check process.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

Could be any of the above work schedules

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:

Date:

Discussed with Employee: Yes ☐ No ☐

Title:

Date:

Supervisor/Director Signature:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☒ Vehicle ☐ Other:

Approval of Human Resources:

Title: Human Resources Manager

Date:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Lance Marine, Parks & Facilities Director

SUBJECT/TITLE: Request approval to waive fees for the 2023 Kiwanis Aktion Softball Classic at the Highlands County Multi-Sports Complex.

STATEMENT OF ISSUE

This year the Kiwanis Aktion Club of Highlands County is sponsoring the 22nd Annual Softball Classic Tournament and practices for people with disabilities in the county. The organization desires to hold two practices and a softball tournament, and are asking for a waiver of fees that are normally charged for field rental and concession use. The two practices would be held on March 19 and 26th, with the tournament held on April 2, 2023. The fiscal impact involves several fees including the cost of five (5) rental fields for two (2) hours for two (2) practices dates at \$400 (\$20/per hour/per field). They will need five (5) fields at \$375, and concession use of \$150 for the tournament. The total fee waiver request is \$925.

Kiwanis Aktion Club of Highlands County will follow Rules and Regulations for the Sports Complex and will provide insurance as required by Highlands County.

RECOMMENDED ACTION

Move to approve the fee waiver for the 2023 Kiwanis Aktion Club Softball Classic at the Highlands County Multi-Sports Complex.

FISCAL IMPACT

The fiscal impact is a loss of revenue of \$925 to the Fund 005 (General Fund), 3475100 (Revenue Account).

Attachments: [Aktion Club request 2023.pdf](#)
[2022-2023 Fees Waived 02.21.2023.pdf](#)



Cindy Marshall, Advisor
P.O. Box 1431
Avon Park, FL 33826
(863) 443-0438

February 6, 2023

Highlands County Board of County Commissioners
600 S. Commerce Ave.
Sebring, FL 33870

Dear Commissioners:

This year the Aktion Club of Highlands County will be sponsoring the 22nd annual Softball Classic Tournament and practices at the Highlands County Softball Complex for people with disabilities in this county. They will play ball along with others in the community. We would like to ask the Highlands County Board of County Commissioners to waive the fees to use the fields.

Aktion Club is a civic club sponsored by the Kiwanis Club of Sebring. It consists of 50 adults with disabilities who help our local community. The Kiwanis and the Avon Park High School Key Club will be working in conjunction with the Aktion Club to host this tournament.

We would like to request all the fields on March 19, 26 and April 2. Practices will be from 3-5 p.m., March 19 and 26 and the tourney will be from 1-5 p.m., April 2.

We will need access to bathroom facilities on all three dates. We only need to use the concession stand on April 2 to serve dinner and some snack items to the players and fans. I will need to access the building on April 1 to unload items for the tourney.

If there are any questions, I can be reached at 863-443-0438. Thank you for your consideration in helping some very special athletes in our county.

Sincerely,

Cindy Marshall
Aktion Club Advisor

HIGHLANDS COUNTY FACILITIES - FEES WAIVED			
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 09.15.2022
A.A.I.S.L - All American International Softball league	Sports Complex	1	\$ 635.00
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	13	\$ 4,600.00
Leisure Lakes Home Owners Civic Association	H.L. Bishop Park Clubhouse	13	\$ 3,400.00
Miracle League of Highlands Co.	Agri Civic Center, Auditorium	1	\$ -
Nu-Hope Elder Care Services, Inc.	Agri Civic Center, Auditorium	26	\$ 13,021.00
Redbeach Community Homeowners Association	Desoto City Community Ctr.	5	\$ 1,550.00
Ridge Area ARC & Special Stars	Agri Civic Center - Auditorium	5	\$ 5,335.00
<i>Ridge Area ARC & Special Stars</i>	<i>Sports Complex</i>	<i>14</i>	<i>\$ 14,725.00</i>
Kiwanis Aktion Club of Highlands County (formally Ridge Area ARC & Special Stars)	Sports Complex	1	\$ -
Sebring High Boys and Girls Soccer Program	Sports Complex	2	\$ 4,795.00
Sebring High Cross Country Athletic Program	Sports Complex	2	\$ 2,950.00

2018-19	2019-20	2020-21	2021-22	2022-23
		\$635.00		
\$200.00	\$200.00	Cancelled	\$200.00	\$200.00
\$400.00	\$400.00	Cancelled	\$500.00	
				\$250.00
\$500.00	\$500.00	Cancelled	\$500.00	\$500.00
\$400.00	\$400.00	Cancelled	\$400.00	\$400.00
\$1,120.00	\$1,120.00	Cancelled	\$380.00	\$500.00
\$1,250.00	\$1,250.00	\$1,025.00	\$325.00	\$1,025.00
				\$925.00
		\$645.00	\$4,150.00	\$4,975.00
		\$1,130.00	\$1,820.00	Paid for fields

2/21/2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Julie Richardson, CAC Manager

SUBJECT/TITLE: Request the approval of the Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2022.

STATEMENT OF ISSUE

The Children's Advocacy Center is an accredited member of the National Children's Alliance and receives state funding by way of the Florida Network of Children's Advocacy Centers. Per our contract with the FNCAC, the multidisciplinary team's Interagency Agreement is to be renewed every two (2) years and protocols reviewed and revised as needed in order to demonstrate the community's continuous support and commitment to the CAC and MDT process. The CAC is seeking the Board of County Commissioners review of the completed and updated Interagency Agreement. The item was approved by legal but inadvertently not taken to the board for approval prior to being fully executed.

RECOMMENDED ACTION

Move to approve the Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2022.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [2022 Interagency Agreement.pdf](#)

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

INTERAGENCY AGREEMENT

MISSION STATEMENT

The mission of the Children's Advocacy Center is to provide a child-friendly, culturally competent multidisciplinary response to child victims of abuse and their families, while advocating for the wellbeing of all children in Highlands County through prevention and education.

MEMORANDUM OF UNDERSTANDING

This agreement is made by and between the Children's Advocacy Center of Highlands County and the undersigned agencies, to take effect on September 1, 2022, and will remain in effect until notification of partner agencies to void this agreement.

This agreement is a revised version of the previously signed Interagency Agreement in October 2016.

While each of the undersigned agencies seeks to carry out its own mission, each also agrees to adopt the multidisciplinary model put forth in the Multidisciplinary Team Protocol for the purposes of child protection. The CAC will be tasked with leading the MDT with the below listed common goals:

- A. Sharing of information and resources to enhance the investigation and prosecution of child sexual and physical abuse, and to facilitate treatment of child victims and their families.
- B. Bringing the training, experience and resources of all agencies to bear on the fundamental problem of child abuse.
- C. Promoting training opportunities for all agencies involved in the child abuse system, as well as the community at large.
- D. Participating actively in the prevention of child abuse through education, outreach and programs.

AGREEMENT OF PURPOSE

Each of the undersigned agencies recognizes their role in the child welfare system, and the unique role the CAC facilitates to serve child sexual and physical abuse victims who typically have few provisions and concessions for their specific needs and fragile states of being. As participants in this system, we recognize that many children remain at risk for re-victimization by excessive interviews, lack of communication among agencies, incomplete investigations, and the unavailability of immediate and long-term medical and mental health treatment.

We therefore specifically agree to the following:

- A. All agencies will participate in a case management and multidisciplinary team approach to child sexual and physical abuse cases, to include comprehensive information sharing timely and consistently with the CAC for the purposes of case tracking and team coordination.
- B. All reasonable efforts will be made by each undersigned agency to coordinate each step of the investigation/assessment process in order to minimize the number of interviews and interviewers the child is subjected to, thus reducing additional trauma to the child.
- C. All agencies participating in current investigations/assessment and treatment will ensure the appropriate staff member attends the Multidisciplinary Case Review meetings as scheduled.
- D. All agencies will be invited and encouraged to attend training sponsored by the CAC, and when possible the CAC will provide financial support for professionals and volunteers to attend specialized training.
- E. All agencies will do their best to limit the trauma associated with the investigative process for child victims and ensure proper treatment is provided as early as possible. All agencies will serve as a source of information, education and referral for the community on issues related to child abuse.
- F. Each agency will assign one member of their leadership team to serve on the Children's Services Council Subcommittee, "CAC Advisory Board", and attend quarterly meetings.

CONFIDENTIALITY

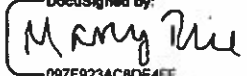
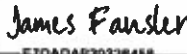
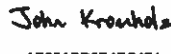
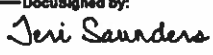
All agencies will adhere to their individual confidentiality requirements and understand that information pertaining to children and their families will be held in the strictest confidence by the remainder of the multidisciplinary team. Information shared outside of the designated team will be for the specific purposes of properly investigating, developing a case plan, or carrying out treatment or dispositional recommendations.

DISCLAIMER

It is expressly understood that each of the undersigned agencies has specific responsibilities imposed by law and will continue to perform those functions designated to them. Nothing contained herein supersedes the statutes, rules and regulations governing each agency. In the event that any provision of this agreement is inconsistent with any statute, rule or regulation, those governing statutes, rules and regulations shall prevail.

SIGNATURES

This Interagency Agreement is mutually agreed upon by all parties however is not a binding contract. It is an expression of cooperation for the purposes of providing services to clients and coordination activities to the maximum extent possible. No contract rights attach to this Agreement for the parties or for any third party beneficiaries. This agreement can be revised by any party with 30-days' notice, including a party's termination of their participation in accordance with the Agreement, and will require all parties' signatures to enact the modified Agreement.

Agency	Title	Printed Name	Signature	Designee to Advisory Board, Title (if not self)
Highlands County BOCC	Chairman	Chris Campbell		
HCCBOCC_Children's Advocacy Center	CAC Manager & MDT Facilitator	Julie Richardson	DocuSigned by:  DF318456351C481...	Self
Department of Children & Families	Program Administrator	Marcy Rice	DocuSigned by:  097F923AC8DE4FF...	
Highlands County Sheriff's Office	Sheriff	Paul Blackman		
Highlands County Sheriff's Office	Lt. Special Victims Unit	Jamie Davidson	Jamie Davidson	Self
Sebring Police Dept	Chief of Police	Karl Hoglund	DocuSigned by:  734773BB59B54D2...	
Lake Placid Police Dept	Chief of Police	James Fansler	DocuSigned by:  E7DADAE30336468...	
State Attorney's Office	Highlands County Prosecutor	John Kromhloz	DocuSigned by:  AE95ABD6E4EC474...	
Children's Home Society	CEO	Jessica Davis	DocuSigned by:  C5FAA57A26FF481...	David Acevedo, CPT & CAC Manager
Peace River Center	Chief Operating Officer	Candace Barnes, LMHC		Self
School District Highlands County	Assistant Superintendent of Student Support Services	Melissa Blackman	DocuSigned by:  08F5B5158AE2494...	self
Heartland For Children	CEO	Teri Saunders	DocuSigned by:  1C7C411CD8894A8...	Tracy Grey, Chief Community Relations Officer

Department of Juvenile Justice	Chief Probation Officer	Alison Fulford	DocuSigned by: <i>Alison Fulford</i> 959AF0F39B7B4EF...	
Guardian Ad Litem	Supervisor	Tom Selander	DocuSigned by: <i>Tom Selander</i> 041DA294B7CF488...	
Champion for Children Foundation	CEO	Carissa Marine	DocuSigned by: <i>Carissa Marine</i> 0F37C331581049F...	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Mar 7, 2023

PRESENTER: David Nitz, Asst. Business Services Director/OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-059 to reimburse the Property Appraiser for vehicle damage due to Hurricane Ian and return excess funds to PGIT.

STATEMENT OF ISSUE

On September 29, 2022, during Hurricane Ian, one of the Property Appraiser's vehicles was damaged in the downtown campuses parking lot. A claim was filed, and the county was issued a reimbursement check and deposited based on the estimate provided. The repair was completed for less than the estimate and paid by the Property Appraiser on December 13, 2022.

This budget amendment is setting up funding to reimburse the Property Appraiser for paying the vendor (Bill Jarrett Ford) direct for the repairs, less the deductible which the Property Appraiser is responsible for as well as transferring funds to reimburse PGIT for the overpayment on the insurance claim.

RECOMMENDED ACTION

Move to approve budget amendment 22-23-059 to reimburse the Property Appraiser for vehicle damage due to Hurricane Ian and return excess funds to PGIT.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$8,498.33 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to 2211 (Property Appraiser), account 54900 (Other Charges & Obligations) in the amount of \$7,989.22 and \$509.11 to cost center 2111 (Central Services), account 54500 (Insurance).

Attachments: [22-23-059 Property Appraiser Vehicle Repairs \(BA\).pdf](#)
[22-23-059 Property Appraiser Vehicle Repairs \(Reserve\).pdf](#)

February 21, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 2/17/2023

SUBMITTED BY: OMB

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 9990, 2211, 2111
PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Budgetary Expenditure AC/005, Property Appraiser, Central Svcs
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency		409,699.60		8,498.33	401,201.27
E	005	2211	54900	Other Charges/ Obligations		3,561,207.00	7,989.22		3,569,196.22
E	005	2111	54500	Insurance		952,113.00	509.11		952,622.11
									0.00
									0.00
									0.00
									0.00

REASON: To transfer Reserve for Contingency funding to Property Appraiser to reimburse for vehicle damage repairs from Hurricane Ian and return the "over-estimate" to PGIT.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-059

TRANSFER TYPE:

Approval

ACTION:

Denial

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

ITEM TO ITEM

RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS RESERVE FOR CONTINGENCY ADJUSTMENTS
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GENERAL FUND - 005 (9990)	
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FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		\$450,000.00	
10/18/22	10/18/22	22-23-003	\$3,371.00	\$453,371.00	To adjust the Property Appraiser's budget to reflect the EDR salary adjustment and operating expense reductions.
10/18/22	10/18/22	22-23-004	(\$7,211.67)	\$446,159.33	To adjust the Supervisors of Election's budget to reflect the EDR salary adjustment for the Elected Official.
10/18/22	10/18/22	22-23-005	(\$5,500.00)	\$440,659.33	To adjust the Clerk of Court's budget to reflect the EDR salary adjustment for the Elected Official.
11/29/22	11/29/22	22-23-023	\$0.27	\$440,659.60	To balance the VOCA grant Project 22033
12/20/22	12/20/22	22-23-028	(\$8,160.00)	\$432,499.60	To provide additional funding due to Health Insurance renewal increase effective 1/1/23.
02/07/23	02/07/23	22-23-050	(\$22,800.00)	\$409,699.60	To set up the new FY22-23 EMS Matching Grant of 10%.
03/07/23		22-23-059	(\$8,498.33)	\$401,201.27	To xfer Reserve funding to Property Appraiser for vehicle damage repairs from Hur. Ian and return the excess to PGIT.
REVISED TOTAL:				\$401,201.27	

CONTINUED ON NEXT PAGE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Lance Marine, Parks & Facilities Director

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-061 for the additional electrical work needed to complete the HVAC system replacement at the Bert J. Harris Agri-Civic Center.

STATEMENT OF ISSUE

In December of 2021 the Bert J. Harris Agri-Center Auditorium HVAC system failed and was reduced to limping along at half capacity. In response to this situation, in January 2022 the Board approved funding for the repair and replacement of Air Handler Unit #1. The replacement unit was ordered and was delivered during 2022 hurricane season and since the Ag Center serves as the special needs shelter, the decision was made to wait until after hurricane season to conduct the repair so that it did not interfere with possible activations. In January of 2023, the two-month long replacement project started and during this project it was discovered that the HVAC disconnect, wiring and circuit breaker required upgrading before the building department and manufacture will allow the unit to be put into operation.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-061 for the additional electrical work needed to complete the HVAC system replacement at the Bert J. Harris Agri-Civic Center.

FISCAL IMPACT

The fiscal impact is transferring funds within Fund 151 from Cost Center 9990B, Account 59900 (Reserve for Contingency) to Project number 21057 (Ag Center HVAC Unit), Cost Center 2672A (Facilities Mgmt. 151), account 56400Z (Project Equipment) in the amount of \$8,200.00.

Attachments: [22-23-061 Project 21057 Ag Center HVAC \(BA\).pdf](#)
[22-23-061 Project 21057 Ag Center HVAC \(Reserve\).pdf](#)

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

SUBMITTED BY: Lance Marine

*list additional cost centers on reverse side of form

REASON: To allocate funds for Project 21057 Ag Center HVAC Auditorium Unit for add'l electrical work.

202

LOCAL INFRASTRUCTURE SURTAX FUND (CAPITAL IMPROVEMENTS) - 151 (9990B)	
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FISCAL YEAR 2022-2023	
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DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		\$210,000.00	
02/21/23	02/21/23	22-23-055	(\$1,160.00)	\$208,840.00	Allocate add'l funding from Reserve for Contingency to fd ExpressVote devices shortage due to price increase
03/07/23		22-23-061	(8,200.00)	\$200,640.00	Allocate funds for Project 21057 Ag Center HVAC Auditorium Unit for add'l electrical work.
REVISED TOTAL:				\$200,640.00	

CONTINUED ON NEXT PAGE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator
Corey Amundsen, Emergency Management Manager

SUBJECT/TITLE: Request approval of letters of support for an increase in the amount allocated to County Emergency Management Agencies through the State's Emergency Management Preparedness and Assistance Grant.

STATEMENT OF ISSUE

On February 15, 2023, Florida Department of Emergency Management (FDEM) held its 3rd annual Emergency Management Day at the Florida Capitol. One of the common takeaways from this meeting was how counties can collaboratively and proactively support the increase in the Emergency Management Preparedness and Assistance Grant (EMPA).

On February 20, Jonathan Lord, Emergency Management Director in Flagler County, contacted Corey Amundsen, Highlands County's Emergency Management Manager, to gauge the county's interest in preparing a letter of support for increased funding for the EMPA grant. After discussing with Chief Stearns, Director of Public Safety and Liz Barber, Legislative Affairs and Grants Coordinator, it seemed advantageous for the County to get involved in the request to the legislature to increase funding for this important funding source.

Florida Statutes, Section 252.373 outlines that the primary purpose of the EMPA Trust Fund is to implement and administer state and local emergency management programs. County governments use these funds to pay for personnel, planning, training, exercises, and emergency management agency operating and equipment costs. To qualify for the funds, Counties must meet funding match requirements, provide certain deliverables to the Florida Division of Emergency Management, and at the very least employ a full-time professional emergency management director or coordinator.

Unfortunately, the annual amount of \$105,806 provided by the EMPA Trust Fund to local governments for emergency management purposes has not changed in over 20 years.

To ensure local governments can continue to build programs that improve our State's resiliency following a disaster, it is imperative that the legislature direct an increase to at least \$150,000 per year for each County, with future increases automatically tied to the increases in new insurance policies paying into the fund.

The attached letters of support will be sent to Highlands County's Legislative Delegation, comprised of Senator Erin Grall and Representative Kaylee Tuck.

RECOMMENDED ACTION

Move to approve the letters of support for an increase in the amount allocated to County Emergency Management Agencies through the State's Emergency Management Preparedness and Assistance Grant.

FISCAL IMPACT

No fiscal impact.

Attachments: [EMPA Letter of Support.Tuck.sgs_redline.docx](#)
[EMPA Letter of Support.Grall.sgs_redline.docx](#)



HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS
ADMINISTRATION

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

February 20, 2023

308 House Office Building
402 South Monroe Street
Tallahassee, FL 32399-1300

Dear Representative Tuck,

On behalf of the Highlands County Board of County Commissioners and our Emergency Management Department, I urge you to support an increase in the amount allocated to County Emergency Management Agencies through the Emergency Management Preparedness and Assistance Grant. Such an increase will enhance the State's overall resiliency following disasters.

As you know, the Emergency Management, Preparedness, and Assistance (EMPA) Trust Fund was established by the Florida Legislature in 1993, shortly after the devastating impacts from Hurricane Andrew in 1992 and a subsequent significant storm event in March of 1993, and the EMPA Trust Fund receives its revenue through surcharges levied on certain insurance policies.

Florida Statutes, Section 252.373 outlines that the primary purpose of the EMPA Trust Fund is to implement and administer state and local emergency management programs. County governments use these funds to pay for personnel, planning, training, exercises, and emergency management agency operating and equipment costs. To qualify for the funds, Counties must meet funding match requirements, provide certain deliverables to the Florida Division of Emergency Management, and at the very least employ a full-time professional emergency management director or coordinator.

As we all know, Florida has experienced significant residential and commercial growth over the last three decades since the Trust Fund was established; therefore, logically, the number of policies paying into the Trust Fund has likely increased in a similar fashion. Unfortunately, the annual amount of \$105,806 provided by the EMPA Trust Fund to local governments for emergency management purposes has not changed in over 20 years.

To ensure local governments can continue to build programs that improve our State's resiliency following a disaster, it is imperative that the legislature direct an increase to at least \$150,000 per year for each County, with future increases automatically tied to the increases in new insurance policies paying into the fund.



HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS
ADMINISTRATION

600 S. Commerce Ave., Sebring, Florida 33870

Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

Specifically, we ask that the County EMPA grant allocation, shown as a portion of Line 2681 of the Governor's Recommended Budget for State Fiscal Year 2023-2024, be adjusted as follows:

- Increase the Grants and Aids – Emergency Management Programs, from Emergency Management Preparedness and Assistance Trust Fund from \$7,481,265 to \$10,050,000.
(This increase can be accomplished in part by using the current balance of the EMPA Trust Fund as shown in the Florida Division of Emergency Management's Legislative Budget request documentation)
- Add clarifying language to this line which states:
Specific Appropriation 2681, funds from the Emergency Management Preparedness and Assistance Trust Fund are to be distributed fully and equally to the Emergency Management Agencies of all 67 Counties to support and enhance grants to county emergency management agencies as defined in Florida Statutes, Section 252.38(1)

As recognized by our legislature in 1993, and recently reinforced by Hurricanes Michael, Ian, and Nicole, disaster preparedness, response and recovery depend on the important partnership between County and State Emergency Management Agencies. The partnership was memorialized by the creation of the Emergency Management Preparedness and Assistance Trust Fund and its continued support of County agencies. As Florida grows, the needs of our Emergency Management partnership likewise grow.

Over the last several years, significant resources have been allocated to improve the efficiency and efficacy of the Florida Division of Emergency Management. Acknowledging that all disasters start and end locally, I would respectfully ask that resources for County agencies, specifically through annual EMPA Trust Fund grants, also be increased to improve efficiency and efficacy.

Thank you for your ongoing support and consideration.

Sincerely,

Chris Campbell,
Chair, Board of County Commissioners



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Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

February 20, 2023

306 Senate Building
404 South Monroe Street
Tallahassee, FL 32399-1100

Dear Senator Erin Grall,

On behalf of the Highlands County Board of County Commissioners and our Emergency Management Department, I urge you to support an increase in the amount allocated to County Emergency Management Agencies through the Emergency Management Preparedness and Assistance Grant. Such an increase will enhance the State's overall resiliency following disasters.

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Thank you for your ongoing support and consideration.

Sincerely,

Chris Campbell,
Chair, Board of County Commissioners

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the February 7, 2023 Regular Meeting of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the February 7, 2023 Regular Meeting of the Board.

Attachments: [020723REG.pdf](#)

REGULAR MEETING OF THE BOARD, FEBRUARY 07, 2023

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

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

Commissioner Arlene Tuck
Commissioner Don Elwell

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

2. **INVOCATION**

The meeting opened with a prayer led by Pastor David Smalley, with the Sebring Church of the Brethren.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Michelle Rigterink, US Navy, Highlands County Veteran Services Officer.

A moment of silence was observed for the recent passing of Tim McKenna, Chairman of the Board, Spring Lake Special District.

4. **ANNOUNCEMENTS**

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, February 7, 2023, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, February 14, 2023, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Heartland Library Cooperative Governing Board will hold a meeting at 10:30 a.m., on Wednesday, February 15, 2023, at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL.

The Affordable Housing Advisory Committee will hold a meeting at 3:30 p.m., on Wednesday, February 15, 2023, in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

No report.

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

- A. **Recognition of Promotions for FF/EMT Max Sherwood and FF/EMT Ceceil “CJ” Williams and FF/Medic Branden Fitch to Lieutenant and FF/Medic Daniel Ciorrocco to Battalion Chief. Captain/Medic Karin Richardson and Captain/Medic Tim Langston will all be promoted to Battalion Chief.**

Laurie Hurner, County Administrator, acknowledged Chief E. Laney Stearns, Public Safety Director, and his staff, and explained that in addition to the promotion recognitions, Chief Stearns will address the change in helmets as each staff member receives their new helmet and pin.

Chief Stearns recognized the following promotions while presenting each with their new helmet and badge for their families to pin:

FF/EMT Max Sherwood, FF/EMT Ceceil "CJ" Williams, and FF/EMT Branden Fitch were promoted to lieutenants. Captain/Medic Karin Richardson, Captain/Medic Tim Langston, and FF/Medic Daniel Ciorrocco were promoted to battalion chiefs. **See SMB 151 Page 28.**

B. Tourist Development Council (TDC) End of Year Update to the Highlands County Board of County Commissioners.

Casey Hartt, Lead Marketing Consultant, provided an end of the year update regarding the Tourist Development Council End and addressed questions raised by Commissioner Elwell and Commissioner Tuck. **See SMB 151 Page 29.**

C. ARPA Project Quarterly Update.

Brandon Gunn, Projects Manager, and Liz Barber, Legislative Affairs & Grants Coordinator, presented the ARPA Project Quarterly Update and addressed questions raised by Commissioner Elwell. **See SMB 151 Page 30.**

7. PUBLIC COMMENT

Mr. Michael Anthony Zarzano, representing the Florida County Congress, came before the Commission to address his concerns regarding government integrity and provided copies on this topic to the Clerk to become part of the permanent record. **See Citizens not on the Agenda file.**

Mr. Mike Alderson and several residents of the Fairmount Mobile Estates came before the Commission to address nuisance concerns with residents living on the corner of New York Avenue and Georgia Street and requested assistance from the Commission. Assistant County Attorney Matt Raulerson and Beverly Singley, Code Enforcement Official, stated this issue is currently under the radar of the Highlands County Code Enforcement Division and addressed concerns raised.

Mr. Don Baker, Mr. David Shideler, Ms. Tanya Shurmur, and Mr. David Allen also commented on the issue. Commissioner Kirouac provided his contact information to Mr. Alderson and stated this concern is in his district and will follow up with staff and with Mr. Alderson.

8. CONSENT AGENDA

County Attorney Sherry G. Sutphen requested item 8K be pulled from the consent agenda and placed on the action agenda for discussion.

Commissioner Kirouac moved approval of the consent agenda as presented, with the exception of moving item 8K to the action agenda and becoming item 11C. Commissioner Roberts seconded the motion.

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

A. Request acceptance of the Audited Financial Statements and Independent Auditor's Report for Fiscal Year Ended (FYE) June 30, 2022, with Comparative Totals for June 30, 2021, for Tri-County Human Services, Inc. See Tri-County Human Services, Inc. file.

B. Request to adopt Resolution 22-23-58 for Budget Amendment 22-23-044 to realign excess funds from Projects 12054 Memorial Drive Pipe, 21093 E Winthrop St., and 21094 AP Fuel Island in the amount of \$154,819.67 to Project 22041 Hammock Rd. Drainage with a net fiscal impact of \$0.00. See Res. Book 34 Page 56 & SMB 151 Page 31.

- C. Request adoption of Resolution 22-23-59 for Budget Amendment 22-23-045 to appropriate VOCA (Victims of Crime Act) grant funds awarded. *See Res. Book 34 Page 57 & SMB 151 Page 32.*
- D. Request to adopt Budget Amendment 22-23-048 to realign excess funds from Projects 22026 Tobler Ter NW, 22027 Wayne Ave NE, and 22028 Farrell Dr NE in the amount of \$30,000 to Project 22043 Lake Clay Dr-CR 621 Intersection with a net fiscal impact of \$0.00. *See SMB 151 Page 33.*
- E. Request adoption of Budget Amendment 22-23-047 to enable the use of contractual staff in the Purchasing Department. *See SMB 151 Page 34.*
- F. Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Cleanup April 1, 2023. *See SMB 151 Page 35.*
- G. Continuation of Other Personnel Services (OPS) Employment for A. Fernandez and waiving the six (6) calendar month limit as stated in Section 402:4 of the Highlands County Personnel Rules and Regulations Manual adopted 09/20/2016. *See SMB 151 Page 36.*
- H. Request acceptance of the Florida Department of Health EMS Matching Grant 22-23 and adoption of Resolution 22-23-62 for Budget Amendment 22-23-050 to appropriate funding in the amount of \$205,200.00 (90%) to be received from the Florida Department of Health, with a 10% County Match in the amount of \$22,800.00 for Project 22045 . *See EMS file, Res. Book 34 Page 58 & SMB 151 Page 37.*
- I. Request approval of Amendment #2 to the Agreement for professional financial services between Highlands County and CliftonLarsonAllen, LLP for the fiscal year 2022 audit. *See CliftonLarsonAllen LLP file.*
- J. Request to replace the Risk Management Coordinator job description with a new position titled Risk Management/HR Specialist. *See SMB 151 Page 38.*
- K. ~~Request adoption of Resolution 22-23-65, suspending the processing of applications requesting the vacation of a right of way, roadway, easement, or a portion thereof, owned by the County. This item has been moved to the action agenda (11C).~~
- L. Request approval of a letter of support for Heartland Food Reservoir, Inc., d/b/a Heartland Food Bank. *See SMB 151 Page 39.*
- M. Request approval of the minutes from the December 20, 2022 Regular Meeting of the Board. *See Clerk of Courts website.*
- N. Request approval of a Letter of Agreement from the Highlands County Board of County Commissioners, Highlands County, Florida authorizing Polk County Crime Stoppers, Inc. d/b/a Heartland Crime Stoppers to act as Highlands County's agent for the purpose of applying for and receiving funding from the Crime Stoppers Trust Fund. *See SMB 151 Page 40.*

9. COMMITTEE ASSIGNMENTS:

- A. Request to appoint Jason Dunkel, President/CEO of AdventHealth Sebring, Lake Placid, Wauchula, to the Highlands County Industrial Development Authority and Economic Development Council.

Jeff King, Executive Manager of Business and Economic Development, presented the request and addressed questions raised by the Commission.

Commissioner Kirouac moved to appoint Jason Dunkel, President/CEO of AdventHealth Sebring, Lake Placid, Wauchula, to the Highlands County Industrial Development Authority and Economic Development Council. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 151 Page 41.**

10. PUBLIC HEARING

No public hearings presented.

11. ACTION AGENDA

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

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

A. Request adoption of Resolution 22-23-63 for Budget Amendment 22-23-051 to reverse a portion of encumbrances that rolled from FY 21/22 into FY 22/23.

Tanya Cannady, Business Services Director, and David Nitz, OMB Manager, presented the request.

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

Commissioner Roberts moved to adopt Resolution 22-23-63 for Budget Amendment 22-23-051 to reverse a portion of encumbrances that rolled from FY 21/22 into FY 22/23. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 59 & SMB 151 Page 42.**

B. Request adoption of Resolution 22-23-61 for Budget Amendment 22-23-049 for Courthouse Façade Repairs.

Lance Marine, Parks & Facilities Director, presented the request. Mr. Marine and County Administrator Laurie Hurner addressed concerns and questions raised by the Commission.

Honorable Judge Peter Estrada came before the Commission and stated the water intrusion at the courthouse has become progressively worse and expressed his concerns.

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

Commissioner Tuck moved to adopt Resolution 22-23-61 for Budget Amendment 22-23-049 for courthouse façade repairs and approve the contract for restoration services and alternate number one in the amount of \$297,788.57. Commissioner Kirouac seconded the motion.

David Nitz, OMB Manager, addressed concerns raised by Commissioner Elwell.

Sherry G. Sutphen, County Attorney, David Nitz, OMB Manager, and Lance Marine, Parks & Facilities Director, addressed questions and concerns raised by the Commission.

After further discussion, Commissioner Tuck withdrew her motion and Commissioner Kirouac withdrew his second.

Jerome Kaszubowski, Clerk of Courts, stated if the Board approved this request, his staff will lift the fatal for the purchase order.

Commissioner Tuck moved approval to adopt Resolution 22-23-61 for Budget Amendment 22-23-049 for courthouse façade repairs and approve the contract for restoration services and alternate number one in the amount of \$297,788.57. Commissioner Kirouac seconded the motion.

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

The Clerk questioned for clarification the correct dollar amount, as the amount stated in the current motion (\$297,788.57) and the amount listed in the Budget Amendment 22-23-049 (\$297,188.57) are different.

The County Attorney stated there needs to be a confirmation of the correct amount before moving forward. Lance Marine, Parks & Facilities Director, confirmed the correct amount is as listed on the Budget Amendment, \$297,188.57.

Commissioner Tuck amended her motion to reflect \$297,188.57. Commissioner Kirouac seconded the amendment.

County Attorney Sherry G. Sutphen clarified for the record the scrivener's error was in the backup information that is not official action of the Board, and the Resolution is correct as presented.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 34 Page 60 & SMB 151 Page 43.**

C. Request adoption of Resolution 22-23-65, suspending the processing of applications requesting the vacation of a right of way, roadway, easement, or a portion thereof, owned by the County. (Former 8K)

Sherry G. Sutphen, County Attorney, presented the request and addressed concerns raised by Commissioner Kirouac and Commissioner Tuck.

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

County Attorney Sherry G. Sutphen recommended the Board adopt Resolution 22-23-65, and to also move forward with processing the requested vacation from Rick Whidden, acting for Replacement Title Solutions, Inc., related to 230 and 240 Commercial Place, despite the other parts of the process we are stopping by this resolution.

Commissioner Kirouac moved approval of the motion as recommended by the County Attorney. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 151 Page 44.**

12. COUNTY ADMINISTRATOR & LEGAL

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

County Administrator Laurie Hurner presented the Commissioner's Priorities and Project Status Report as of January 25, 2023. **See SMB 151 Page 45.**

Ms. Hurner announced the Highlands County Fair will take place this week and next and encouraged everyone to stop by the county's booth while at the fair, which is built out for the Public Service Department this year.

In regards to the beginning of the budget process, the County Administrator requested feedback from the Board as to how they would like to go through the review process as commissioners and ask questions about the budget that is submitted. Ms. Hurner addressed questions and concerns raised by the Commission.

Ms. Hurner and Ingra Gardner, Community Programs Director, presented a plaque to Vikki Brown, Highlands Library System Manager & Coordinator for the Heartland Library Cooperative, in recognition of receiving the I Love My Librarian Award from the American Library Association last month. Ms. Hurner shared the recipients of this coveted award received a \$5,000 cash prize, as well as a complimentary registration and travel stipend to attend the 2023 Library Learning Experience conference in New Orleans. The Commission congratulated Ms. Brown.

B. County Attorney Status Report.

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of January 24, 2023 and stated there are no new claims. **See SMB 151 Page 46.** (This item was originally not on the agenda when published but presented to the Board during meeting.)

Ms. Sutphen provided an update she is working on regarding Board liaisons and thanked Commissioner Roberts for bringing concerns to her attention. Ms. Sutphen addressed questions raised by Commissioner Tuck.

Ms. Sutphen also provided an update regarding a new process with respect to ordinances and addressed questions raised by Commissioner Roberts. Commissioner Kirouac concurred with Ms. Sutphen's new process.

13. COMMISSIONERS

Commissioner Tuck handed out wristbands in support of police officers and commented on an article from the Florida Association of Counties regarding some counties receiving monies for sewers and expressed concerns regarding the county's sewer issues, especially near the Emergency Operations Center.

Commissioner Kirouac commented on the county fair and encouraged everyone to participate in the fair and livestock auction. He shared that supporting youth and agriculture is vitally important for our state and nation in order to keep the youth engaged while they are in public school.

Commissioner Kirouac commented on the Legislative Delegation he attended last week and expressed concerns with the caladium industry in Highlands County. Commissioner Kirouac stated he would like for the Board to sign a letter on behalf of the people in the caladium industry in support for funding and sent to the Commissioner of Agriculture Walt Simpson, and to state and federal representatives. Commissioner Roberts also commented on the importance of the caladium industry in our county and expressed his concerns. There was a consensus from the Commission for a letter to be drafted and presented at the next meeting.

Commissioner Roberts shared that Highlands Lakeside Theatre's *Head of the Family* play was selected for a regional competition in Lexington, Kentucky and expressed his gratitude for the theatre's accomplishment.

Commissioner Campbell commented on the county fair and encouraged everyone to reach out to the children whose animal did not make weight and help with donations.

Commissioner Campbell stated he would like to offer a bonus to employees who help identify expense reductions in the upcoming budget and came up with the CARE bonus, which stands for Chairman's Award for Reducing Expenses, and stated he will personally pay the top three employees who present the biggest savings in their budget. Commissioner Campbell stated 1st Place will receive \$1,000, 2nd Place will receive \$500, and 3rd Place will receive \$350, with further details to be provided to the County Administrator so she can share with department directors.

In regards to the Board meeting schedule, there was a consensus from the Board to hold a Regular Meeting on Thursday, July 6, 2023 for the first meeting in July 2023, and to move the November 21, 2023 meeting to coincide with the November 28, 2023 Special Budget Meeting. Ms. Hurner stated staff will present these dates as agenda

items for consideration at a future meeting.

14. INFORMATIONAL

- A. Change of corrected expiration date (December 21, 2023) to the Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN) to Affordable Transport, Inc. due to scrivener's error on initial COPCN. See *Affordable Transport, Inc. file & SMB 151 Page 47*.**
- B. Board payables from 2023. See *Check Reports file*.**
- C. Request to accept into the record notification of 5 upcoming vacancies on the Tourist Development Council, each for a 4-year term. See *SMB 151 Page 48*.**

15. ADJOURN

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

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

The meeting was adjourned at 12:06 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Julie Richardson, Children's Advocacy Center Manager and Children's Services Council Executive Director.

SUBJECT/TITLE: Request approval to appoint Kathy Main and Kristi Hahn as voting members of the Children's Services Council.

STATEMENT OF ISSUE

During the General body meeting on February 15, 2023, the voting members of the Children's Services Council approved the applications of both Kathy Main and Kristi Hahn to fill the two vacant voting member positions for the Children's Services Council. Voting Member appointments are made for a term of three (3) years.

RECOMMENDED ACTION

Move to approve the appointment of Kathy Main and Kristi Hahn as voting members of the Children's Services Council.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Kathy Main Application.pdf](#)
[Kristi Hahn Application.pdf](#)

Name = Katherine Main
Address = 9224 Vinewood Court
City = Sebring
State = FL
Zip_Postal_Code = 33875
Phone = 8633815386
Email = mainck1938@gmail.com
Request = Children's Service Council
Membership Type = Regular Member
Current Employment Experience: = Currently retired
Previous Employment Experience: = I have been a social worker working with children for about 44 years. I began working in adoptions and foster care in 1963 at the Marion County Dept. of Public Welfare. I worked there seven years and then stayed home for five years to be with my boys. In 1975 I was employed by the TN Appalachian Child Development Agency working with families in the mountains of E TN. I moved to Sebring, FL in 1979 and began working in foster care and adoptions. In 1989 I became a school social worker.
High School = Ben Davis
College = BA in 1960 from Milligan University; MSW from FSU
Special Training: = I have attended numerous trainings dealing with Children
Activities & Interest: = I teach a class at my church; I work with Children's Services Foundation planning their annual Gala. I volunteer at the Friend's bookstore. I volunteer at Archbold I have volunteered at Highlands Hammock State Park in the CCC museum I enjoy reading and yard work.
Current positions on boards, committees, elected offices, law enforcement positions: = None at present but I have served on several in the past.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 84
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 67.7.88.77

Name = Kristi Hahn
Address = 107 S Central Ave
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 863-873-1996
Email = kah614@gmail.com
Request = Children's Service Council
Membership Type = Regular Member
Current Employment Experience: = Currently I am co-pastoring a church, Crossroads Community Church, in Avon Park, with my husband. I am also a Stay-at-Home-Mom to two children with disabilities.
Previous Employment Experience: = Previously, I worked for Advent Health in a medical clinic in Wauchula doing billing and clerical work. Before that I worked for a private medical billing company. And then had previously worked for a medical office affiliated with Highlands Regional Medical Center, now HCA, doing clerical, billing, and some clinical work.
High School = Graduated 2001, from Pocono Mountain School District, Swiftwater, PA
College = Currently enrolled at Southeastern University, Lakeland, FL
Special Training: = N/A
Activities & Interest: = My activities are all in the way of serving others around the state and locally through our church and various other ministry teams I am apart of. My interests and hobbies are simple: reading, coffee, and spending time with my family and small circle of close friends.
Current positions on boards, committees, elected offices, law enforcement positions: = N/A
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 39
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.62.17.229

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

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

SUBJECT/TITLE: Request adoption of Resolution 22-23-72 for Budget Amendment 22-23-060 to purchase a New TANA H555 Landfill Compactor and Hydraulic Cover Spray Unit for the Solid Waste Department.

STATEMENT OF ISSUE

Attached for your approval is Budget Amendment 22-23-060 with Accompanying Resolution 22-23-72 to reallocate funds in the amount of \$1,292,931.40 to purchase a new TANA H555 Landfill Compactor with fire suppression, grade control systems and grade control base system with grade control system for the existing E380 Tana landfill compactor and funds in the amount of \$32,136.00 to purchase a new Landfill Hydraulic Cover Sprayer from ITB 22-030-LLK totaling \$1,279,067.40.

Landfill Hydraulic Cover Sprayer

Request to approve additional funds in the amount of \$32,136.00 for the purchase of a new PSA-1,000 Landfill Hydraulic Cover Sprayer through ITB 22-030-LLK for the Solid Waste Department. The additional funds will be added to \$80,000.00 in funds approved in the FY 21/22 Budget that are currently existing in Cost Center 4210 (Refuse Disposal), Account 56400Z (Project Machinery & Equipment), Project 21105 (Hydro Seeder) for a total amount of \$112,136.00 to purchase the Landfill Hydraulic Cover Sprayer.

The Landfill Hydraulic Cover Sprayer will be used to apply an Alternative Daily Cover (ADC) material to the working face daily. This will provide another daily cover option to blend (sand and yard waste mixed daily cover material) or other Florida Department of Environmental Protection (FDEP) materials that are approved for use on the Class I landfill. The sprayer is positioned into place using one of the landfill's dozers and ADC is sprayed onto the garbage in a slurry form. The ADC is a biodegradable, non-toxic, non-flammable material that when sprayed on the garbage forms a crust like cover that helps to alleviate odors and replaces the use of six inches (6") of daily blend cover material.

Purchase of the sprayer will reduce fuel and equipment costs associated with spreading blend as daily cover. The ADC material used in the sprayer can be supplied at a cheaper cost than using blend as daily cover and can be applied in shorter time than it takes to spread blend. Use of the sprayer with ADC will help reduce airspace used and will extend the life of the landfill.

Purchase of the sprayer was budgeted in FY 21/22 with funds in the amount of \$80,000.00 in Project 21105. ITB 22-030-LLK was advertised on December 31, 2022, and January 7, 2023, with bids being opened on January 25, 2023. The low bid was submitted by LSC Environmental Products, LLC in the amount of \$112,136.00 and an additional \$32,126.00 in funds is needed to purchase the sprayer. A Notice of Award was issued on February 22, 2023 (Attachment A) and an Equipment Sales Agreement with LSC Environmental Products, LLC is attached for approval. Since preparation of the FY 21/22 budget the cost for this equipment has increased due to demand and production cost. Funds will need to be reallocated from Fund (401), Account 3999100 – Fund Balance Brought

Forward to Cost Center 4210 (Refuse Disposal), Account 56400Z (Project Machinery & Equipment), Project 21105 (Hydro Seeder).

Landfill Compactor

Request to approve the purchase of a new 2023 TANA H555 Landfill Compactor in the amount of \$1,161,311.40 with a fire suppression system for \$18,875.00, a grade control system for the new H555 TANA Landfill Compactor for \$46,000.00 and the base grade control system with grade control system for the existing E380 TANA Landfill Compactor for \$66,745.00 at a total cost of \$1,292,931.40 for the Solid Waste Department.

The landfill has two (2) Bomag Landfill compactors consisting of one landfill compactor (LF MIS6) that was leased in 2012 and purchased after five (5) years (12,777 hours) and one (1) landfill compactor (LF295) that was purchased in 2018 (5,217 hours). The landfill also has a 2022 TANA E380 Landfill Compactor that was purchased in FY 21/22 because the 2006 CAT 826G Landfill Compactor had been re-built in 2010, had the wheels refurbished twice, and had not been used since 2020 due to repairs needed was deemed unrepairable due to the unavailability of certain parts. Since Highlands County has a Class I Landfill and a C & D Landfill one compactor is needed at each landfill with a third compactor that serves as redundancy for each landfill. Since the purchase of the TANA E380 Landfill Compactor in FY 21/22 the 2012 Bomag Compactor (MIS6) has required the completion of several costly repairs and currently is not running due to the engine needing to be replaced, which is not recommended because of the compactor's age and high repair cost. The major repairs needed to the 2012 Bomag Landfill Compactor makes it necessary to move the replacement of the 2012 Bomag up from the expected FY 25/26 replacement. Compactors are the pieces of equipment at the landfill that log the most hours of operation being in use six (6) days per week. The compactors are used at both the Class I and C & D Landfills and are the most critical pieces of equipment for daily operations. Due to the compactor's significance in daily operations, it is necessary to have a trustworthy primary machine and a stable back-up since one compactor cannot keep up with the solid waste operations on a regular basis.

Charlotte County purchased a TANA H555 Landfill Compactor like the one the landfill would like to purchase. Recently staff visited Charlotte County and observed the operation of their TANA H555 Landfill Compactor, operated the compactor on their working face, and were impressed with the operation of the compactor and how quickly it compacted material. Benefits of using a TANA compactor are listed in Attachment B and landfill staff's justifications for the purchase of a TANA E555 Landfill Compactor are listed in Attachment C. Most landfill compactor manufacturers are experiencing long delays in production and delivery of equipment but National Equipment Dealers, Inc., the regional equipment representative for Humdinger Equipment Ltd. and TANA North America Ltd. has been able to maintain a steady supply of compactors and at a much shorter delivery time. National Equipment Dealers, Inc. can supply a TANA H555 landfill compactor through the Florida Association of Counties Contract Number FSA 20-EQU 18.0 Heavy Equipment, Spec. #23. Funds will need to be reallocated from Fund (401), Account 3999100 – Fund Balance Brought Forward to Cost Center 4210 (Refuse Disposal), Account 56400 (Machinery & Equipment). The detailed price quote in the amount of \$1,161,311.40 was obtained from National Equipment Dealers, Inc. along with specifications of the machine. (Attachment D). In addition, a quote was obtained from Summit Fire and Security, LLC in the amount of \$18,875.00 (Attachment E) to install an Amerex fire suppression system and from Carlson Machine Controller the Carlson Landfill Grade System for the new TANA H555 Landfill Compactor and Carlson Landfill Grade System with Base Station for the existing E380 TANA Landfill Compactor (Attachment F). The suppression system is the same system installed on all the existing landfill compactors. The grade system will provide real-time data to the TANA compactor operators and supervisory staff to better control the construction layout and compaction of material. The fire suppression system provided by Summit Fire & Security, LLC. is authorized by standardization of equipment policy and the grade system provided by Carlson Machine Control is authorized by the County's sole source purchasing policy. The total cost of the TANA H555 Landfill Compactor with fire suppression system, grade control system for

the new TANA H555 Landfill Compactor, and base grade control system and grade system for the existing TANA E380 Landfill Compactor is \$1,292,931.40.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-72 for Budget Amendment 22-23-060 to purchase a New TANA H555 Landfill Compactor and Hydraulic Cover Spray Unit for the Solid Waste Department.

FISCAL IMPACT

The fiscal impact is an increase to Fund 401 (Solid Waste) in the amount of \$1,325,067.40 which is being brought forward from Fund Balance, Account 3999100 to Cost Center 4210 (Refuse Disposal), with \$1,292,931.40 in funds going into Account 56400 (Machinery & Equipment) and \$32,136.00 in funds going into Account 56400Z (Project Machinery & Equipment), Project 21105 (Hydro Seeder).

Attachments: [BA 22-23-060 Appropriate Add'l Funds_TANA Landfill Compactor & Sprayer.pdf](#)
[22-23-72R Appropriate Add'l Fund_TANA Compactor & Hydraulic Sprayer.pdf](#)
[22-030 Highlands County Equipment Sale Agreement PSA-1000 2023-02-20.pdf](#)
[Attachment A - 22-030 award.pdf](#)
[Attachment B - TANA COMPACTOR BENEFITS.pdf](#)
[Attachment C - Staff's H555 compactor justifications.pdf](#)
[Attachment D - National Equipment H555 quote info.pdf](#)
[Attachment E - Summit Proposal fire suppression 2_17_2023.pdf](#)
[Attachment F - Carlson Machine Control Quotes.pdf](#)

February 23, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

Clinton Howerton, Jr., P.E.,
County Engineer

DATE: 2/20/2023

SUBMITTED BY: _____

FUND(S): 401 FUND TITLE(S): Solid Waste Enterprise COST CENTER(S) #: 4210

PROJECT(S) #: 21105 PROJECT TITLE(S): Hydro-Seeder COST CENTER TITLE(S): Refuse Disposal

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999100	Fund Bal Brought Forward		6,077,734.00	1,325,067.40		7,402,801.40
E	401	4210	56400	Machinery & Equipment		532,939.00	1,292,931.40		1,825,870.40
E	401	4210	56400Z	Project Equipment	21105	80,000.00	32,136.00		112,136.00
									0.00
									0.00
									0.00

REASON: This Budget Ammendment is necessary to reallocate funds from Fund Balance Brought Forward for the purchase of a new TANA H555 Landfill Compactor and Hydraulic Cover Spray unit for the Solid Waste Department.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-060

TRANSFER TYPE:

Approval

ACTION:

Denial

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

ITEM TO ITEM

RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-72

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-060 TO THE SOLID WASTE ENTERPRISE FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-060 is hereby approved and authorized to transfer \$1,292,931.40 funds from Fund Balance Brought Forward to Cost Center 4210 (Refuse Disposal), Account 56400 (Machinery & Equipment) and \$32,136.00 to Cost Center 4210 (Refuse Disposal), Account 56400Z (Project Equipment), Project 21105 (Hydro-Seeder) for a net fiscal impact of an increase in the amount of \$1,325,067.40.

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 7th day of March, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court



EQUIPMENT SALE AGREEMENT

SELLER:

LSC Environmental Products, LLC
2183 Pennsylvania Avenue
Apalachin, NY 13732
Telephone: (607) 625-3050
Facsimile: (607) 625-2689

BUYER:

HIGHLANDS COUNTY
600 S. Commerce Ave, 2nd Floor
Sebring, FL 33870
(863) 402-6500

DATE: February 20, 2023**DELIVERY ADDRESS:** 12700 Arbuckle Creek
Sebring, FL 33870

ITEMS:

(New) PSA-1000 Tow Behind Unit w/
Progressing Cavity Pump

PRICE:

\$108,630

Delivery

\$3,506

Total (excluding taxes, any applicable taxes added to invoice)

\$112,136

ONE YEAR LIMITED WARRANTY ON NEW EQUIPMENT:

The Seller warrants from manufacturing defects the following parts of the Equipment, if applicable: all fabricated parts, gasoline or diesel power unit and component parts, gearbox, belts, and pulleys, control levers, ignition control panel and components, product pump, water pump, hydraulic motors, hydraulic pumps, hydraulic hoses and fittings, mixer shaft and paddles, augers, axels, springs, and solid rubber (but not pneumatic) tires (collectively, the "Warranty Parts"). The period of warranty coverage begins on the date of delivery of the Equipment to Customer. Upon receipt of a request for a Warranty Part, Seller will work with Customer to determine the cause of failure. If the cause of failure is determined to be a manufacturing defect, the Warranty Part will be shipped via standard shipping to Customer free of charge. If the cause of failure is operator error or unknown, the part will be shipped and invoiced to Customer at Seller's then-current prices (including shipping). If cause of failure is later determined by Seller to be a manufacturing defect, charges will be refunded to Customer. Seller makes no warranties, either express or implied, as to any matter whatsoever, other than those warranties included herein, including, without limitation, the condition of the Equipment, its merchantability or its fitness for any particular purpose.

TERMS:

F.O.B. Origin. Prices in US dollars. Invoiced upon delivery. Payment due in full net 30 days. An interest charge of 1.5% will be assessed on unpaid balance.

Buyer agrees to the above terms and conditions of doing business with LSC Environmental Products. LLC

SELLER:

LSC Environmental Products, LLC

BUYER:

HIGHLANDS COUNTY

By: _____
Joel E. Lanz, President

By: _____
AUTHORIZED REPRESENTATIVE

Date: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Department

RECOMMENDATION FOR AWARD
ITB 22-030-LLK
LANDFILL HYDRAULIC COVER SPRAY UNIT
Bid Opening Date:
01/25/23

	LOCAL VENDOR	TOTAL	RANK
LSC ENVIRONMENTAL PRODUCTS, LLC	No	\$ 112,136.00	1

Local Preference was not used to award this project; none of the Bidders qualify.

This award will be from the date of Board approval in accordance with the solicitation documents and with the approval as required by the Purchasing Manual.

TERM: The successful bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity within 16 weeks from issuance of the purchase order. The contract will include a thirty (30) day termination for convenience clause for termination by the County. Awarded Vendor will hold pricing for up to 120 days from date of award while project is approved.

Recommendation:

Recommendation to award to: LSC ENVIRONMENTAL PRODUCTS, LLC
the lowest responsive and responsible bidder.

Lori DeLoach Feb 21, 2023
Lori DeLoach, Purchasing Manager Date

Clinton Howerton Feb 21, 2023
Clinton Howerton, Jr., PE, Date
County Engineer

Recommendation approved by:

Laurie Hurner 2/22/23
Laurie Hurner, County Administrator or Designee. Date



3202 CLOVIS ROAD • LUBBOCK, TX 79415
OFFICE: 806-771-9944 • TOLL FREE: 888-999-4909

February 17, 2023

TANA LANDFILL COMPACTOR BENEFITS

ECONOMIC BENEFITS

- Expectation of 20% + airspace savings – See summary attached
- Improved profits through increased revenues and reduced expenses, increased compaction density - \$845,400 additional revenue per year capability
- Life Cycle Cost Savings - \$386,815-\$483,519 expected annual savings per year at 20%
- Extends the life of the Landfill
- Improves all vehicle cycle time in and around the tipping area
- 13 gph fuel economy compared to 20 gph on a Bomag. 5 years at 2,000 per year is a \$280,000 fuel savings at the current \$4.00 per gallon costs. See summary attached.
- Onsite consignment of 20' Shipping Container with fastest moving parts
- All other operating cost reduced by approximately 30%. Tana full width drums cover area approximately 30% faster than the two Bomag wheels combines. More linear inches on the Tana.
- 3 year 6,000 hour warranty

SAFETY BENEFITS

- **High Visibility** Operators Cab
- **Ergonomic Cab** Design reduces operator fatigue
- **Easy Safe access** to engine compartment
- Reduced voids, cave-ins, landslides, in compacted working face
- Smooth flattened surface requires **Less Cover Soil**
- Reduced risk of fire
- Minimize airborne debris and odors
- Reduced damage to vehicles working on tipping area

MACHINE DESIGN BENEFITS

- Eliminates Wire Wrap
- No Belly Pan Clean Out
- Drum Cleaner Bars Front and Rear of each drum, Constant Cleaning
- Cummins Engine with Rexroth Pumps and Parker Hydraulics
- Walk-around platform engine access butterfly hood cowlings

TANA NORTH AMERICA BENEFITS

- Certified Training for mechanics and operators
- 1-800 Technical Support and Service Call-in
- Monitoring of Telematics Machine Diagnostics Reporting System
- NEW H55 features more speed settings, 50% higher top speed, quieter cabin, more total weight

EARTH MOVING • WASTE MGT • RECYCLING



www.humdingerequipment.com

TANA H555 LANDFILL COMPACTOR JUSTIFICATION

- The Tana H555 is a 117,000-pound compactor with 220 cleats compared to our Tana E380 with 190 cleats an 84,000-pound machine. We also have a Bomag BC772RB-4 compactor with 220 cleats an 81,000-pound machine.
- The crushing force of the Tana H555 is 62,155lbs (277kN) compared to the Tana E380 at 45,500lbs (203kN) and the Bomag 772RB-4 at 394lbs (1.75kN)
- The Tana H555 has the same size drum on the front and rear of the machine. The actual drum width is 12 feet 6 inches. The Tana E380 front drum width is 8 feet 9 inches and the rear drum width is 12 feet 6 inches. Overall the larger drums on front and back give you better stability more surface contact and greater crushing force.
- Mark Lawrence and James Price traveled to Charlotte County landfill and observed the Tana H555 compactor in operation. James one of our Finish operators operated the compactor on the working face. He was impressed with the operation of the compactor and how quickly it compacted the material.
- The larger compactor will take fewer passes over the garbage to achieve compaction goals.
- The Tana H555 landfill compactor will give us compactor diversity. We would have a large and two smaller landfill compactors. We are currently utilizing two compactors on the working face to achieve higher compaction numbers.
- It's very important to achieve maximum compaction on every working face. This helps extend the life of costly landfill cells. The larger compactor will be instrumental in achieving this goal.
- Having the larger compactor at the beginning of the new cell will be beneficial to Highlands County. Due to the high cost of landfill cell construction its very important to have the right equipment for the job. This compactor will give us the best opportunity to achieve proper compaction of the material.
- Due to the current growth of Highlands County we need to be looking ahead, and make sure we are ready for the higher amount of waste that will be generated.
- The landfill management team recommend the Tana H555 compactor. This compactor will be a great addition to our daily landfill operation.

Ronny Shumard
Highlands County Solid Waste Manager



February 19, 2023

Re: Highlands County TANA H55 Quote for 2022/23 Fiscal Year

Mr Robert Diefendorf, Jr., EI
Highlands County Engineering Department

Mr. Diefendorf,

I wanted to put this information in a cover letter in case you needed a formal copy to present with regards to pricing quote on the New TANA H555 offered to Highlands County for FY 2022/2023. Along with this breakdown/explanation letter are the documents you requested on behalf of Humdinger and our updated quote as of Friday for your review and presentation to the board.

We were told in Q4 2022 that a price increase of 4.5 to 5% was coming from TANA so Brandon voluntarily illustrated on your original quote in December a 4.5-5% price increase on top of the current posted FSA price ONLY. This bumped current listing up to \$1,280,998.00 – the number which you inquired about in your email Thursday. This in no way affected Highlands sale price at all as we were able to secure 6 TANA units at current FY 2022/2023 pricing level prior to this increase hitting. Any H555 units after these 6 delivered will be approximately \$60,000 more going forward. I actually just submitted a price increase adjustment on my NC Sheriff's contract for all our TANA units to show the H555 base rate of \$1,295,000.00

See breakdown below to reflect the 2022/2023 FY pricing according to the current sheets attached as well in this email and illustrated on our updated quote:

Base H380 Unit: listed - \$1,167,475.00 * 23.5% discount =	\$ 893,118.38
Upgrade to H555 Unit:	\$ 287,848.00
Semi U Blade for H555:	\$ 10,640.00
Heated Mirrors:	\$ 1,134.00
Side Lights:	\$ 1,368.00
Fire Extinguisher:	\$ 550.00
Extended Warranty to Match previous 3 Year Full:	\$ 27,945.00
Total:	\$1,222,603.38



As stated in your quote, we were able to discount for Highlands County an additional \$61,291.98 off of CURRENT FSA pricing and will hold that sale price firm through April 1, 2023. To avoid confusion, if you would like for us to simply take the 2023/24 FY FSA estimate off of your quote, we will be happy to do that, so please let us know.

We appreciate this opportunity to serve Highlands County and please call with any further questions.

Thank you sir and all the best,

R Scott Woody
Director of Government / Solid Waste Division – East Coast



3401 Oleander Dr
Ft Pierce, FL 34982

TANA H555 Landfill Compactor

TO: Highlands County Board of County Commissioners
505 S. Commerce Dr
Sebring, Florida 33870

ATTN: Mr. Ronny Shumard and Mr. Mark Lawrence

FAX:

PHONE: (863) 402-3782

DATE: 12/9/2022
*Revised 2/17/2023

MUNICIPAL P/O #:

P/O DATE:

EST DELIVERY DATE: March/April

Thank you for your interest in our TANA Solid Waste Equipment
This quotation lists the machine and a few basic specifications according to your request.

CODE	QTY.	DESCRIPTION	PRICE
	1	(NEW) TANA H555 Landfill Compactor	FSA Base Price + E555 Upgrade + H-Series Model Upgrade:
		Cummins X15-C535 Engine (580HP)	2023/2024 Budget Year
		Operating Weight: 123,000lbs	
		Hydrostatic Bosch Rexroth Transmission	FSA Base Price + H555 Upgrade:
		Compaction Drum Width - 150 Inches (x2)	2022/2023 Budget Year
		Heated Mirrors	
		LED Side Lights	
		5 Years of ProTrack Online Access, Monitoring, and Reporting	
		Standard 2 Year / 4,000 Hour Full Machine Warranty	
		3 Year / 6,000 Hour Full Machine Extended Warranty	
		Semi-U Blade	
			Total FSA Price:
			\$1,222,603.38
			2022/2023 Budget Year Discount:
			-\$61,291.98
All Freight / PDI / Install:			Included
		Extended Total:	\$1,161,311.40

FOB: Sebring, FL

SENT BY: Lee Lassiter
FL Governmental / Solid Waste Specialist
National Equipment Dealers, LLC

DATE: 12/9/2022
*Revised 2/17/2023

QUOTE GOOD THROUGH: 4/1/2023

SPECIAL NOTES: Florida Sheriff's Association Contract# FSA20-EQU18.0

Trade In Equipment - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.		I agree to pay all taxes and other charges and settle for the purchase price as follows:	
		1. Total Cash Price	-
		2. Trade Allowance / Down Pm	-
		3. Unpaid Cash Payment	-
		4. Sales Tax N/A	-
		5. DOC fees or Charges	-
		6. Total Taxes and Fees	-
		7. Cash Due on Delivery	-
		In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1% per month until the entire balance is paid in full	
1. Trade Allowance	-		
2. Other (Specify)	-		
2a.	-		
3. Cash Down Payment with Order	-		
4. Total Cash and Other Down Payment	-		
5. Total Down Payment	-		

1. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale

2. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.

3. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.

4. If and when Seller receives payment in full, Seller will assign to Buyer Seller's rights under any warranties provided for by an applicable manufacturer or other third party, to the extent Seller has the right to assign such rights. Buyer agrees and understands that Seller makes no warranty regarding the condition of any machines, equipment, parts, and other goods (the "Property"), except as expressly agreed in a writing signed by NED. Seller DISCLAIMS all implied warranties, including the implied warranties of merchantability and fitness for particular purpose. Seller warrants only that (1) Seller is the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein. Without limiting any language in this document, Buyer acknowledges that all used machines, equipment, parts, and other goods

5. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.

6. Notice is hereby given that National Equipment Dealers, LLC dba MAY-RHI, LLC has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.

7. Buyer acknowledges receipt of a Seller's standard Terms and Conditions of Sale. Seller's standard Terms and Conditions of Sale are incorporated into this document by reference. This document, including Seller's standard Terms and Conditions of Sale, constitutes the entire contract between the parties and no other verbal or written agreement exists. Seller makes no other representation or warranty apart from that contained herein. To the extent of any conflict between this document and Seller's standard Terms and Conditions of Sale, the conflict shall be resolved by giving Seller the greatest rights, and least responsibilities, reasonably inferable and legally possible.

Order Taken By: Lee Lassiter

Purchaser Name: _____

Seller Signature: Lee Lassiter

Purchaser Signature: _____

**HUMDINGER EQUIPMENT, LTD.
HIGHLAND COUNTY FLORIDA
FSA**

Contract pricing per Florida Sheriff's Association	
CATEGORY	
Tana H380 ECO Landfill Base Compactor Price	\$ 893,118.38
Tana Upgrade to H555 Unit	\$ 287,848
Traction Control	\$ -
Towing Anchors	\$ -
Centri Pre Cleaner	\$ -
Standard Backup Camera and Tana Central Lube System	\$ -
Consigned Container and Parts	\$ -
Heated Mirrors	\$ 1,134
Working Lights - on side	\$ 1,368
Fire Extinguisher	\$ 550
Protrack Access and Reports - 5 Years	\$ Included
Semi U Blade	\$ 10,640
NED Service Fee	
2022 FSA contract warranty 2 Year / 4,000 Hour Full Machine Standard Warranty	\$ -
Increase to 3 Year / 6,000 Hour Extended Warranty To Match Current Unit	\$ 27,945
Extra Discount To Highlands County Off Of FSA Contract Price	\$ (61,291.98)
SUB TOTAL	\$ 1,161,311.40

ATTACHMENT D

(Page 5 of 6)

H380 TANA LANDFILL COMPACTOR BUILD SHEET

ORDERS PROCESSED THROUGH THE FSA CONTRACT FSA20-EQU18.0 BY HUMDINGER EQUIPMENT OR APPROVED DEALER
CONTRACT ITEM #23: TANA H380 LANDFILL COMPACTOR

PRODUCT ITEM TO ORDER	ORDER (Place an "X")	QTY	LIST PRICE	DISCOUNT %	NET PRICE	NET PRICE X QTY
E380 Tana Landfill Compactor Base Machine	Discontinued		\$ 1,006,858	23.50%	\$ 770,246	\$ -
H380 Tana Landfill Compactor Base Machine		1	\$ 1,167,475	23.50%	\$ 893,118	\$ 893,118
Traction Control		1	\$ -	20.00%	\$ -	\$ -
Two Front & Two Rear Towing Anchors		1	\$ -	20.00%	\$ -	\$ -
Pre-cleaner		1	\$ -	20.00%	\$ -	\$ -
Color Backup Camera		1	\$ -	20.00%	\$ -	\$ -
Rear Access Ladder		1	\$ -	20.00%	\$ -	\$ -

Optional equipment - specify -- Discount option of 15% off Tana North America's current published list price will be applied to all non-specified factory options,
on base units and any optional models.

ATTACHMENT D

(Page 6 of 6)

H380 TANA LANDFILL COMPACTOR OPTIONS

ORDERS PROCESSED THROUGH THE FSA CONTRACT FSA20-EQU18.0 BY HUMDINGER EQUIPMENT OR APPROVED DEALER
CONTRACT ITEM #23: TANA H380 LANDFILL COMPACTOR

PRODUCT ITEM TO ORDER	ORDER (Place an "X")	QTY	LIST PRICE	DISCOUNT %	NET PRICE	NET PRICE X QTY
H555 Upgrade		1	\$ 376,272	23.50%	\$ 287,848	\$ 287,848
520 Certified Factory Rebuild Upgrade			\$ 118,032	23.50%	\$ 90,294	\$ -
H450 Upgrade			\$ 249,801	23.50%	\$ 191,098	\$ -
380 Certified Factory Rebuild Upgrade			\$ (155,588)	23.50%	\$ (119,025)	\$ -
H320 Upgrade			\$ (150,197)	23.50%	\$ (114,901)	\$ -
H260 Upgrade			\$ (307,734)	23.50%	\$ (235,417)	\$ -
Electric Engine & Hydraulic Heater - 260 & 320			\$ 3,874	20.00%	\$ 3,099	\$ -
Electric Engine & Hydraulic Heater - 380, 450, & 555			\$ 3,988	20.00%	\$ 3,190	\$ -
Cabin Preheater - Electric - North American Version			\$ 1,167	20.00%	\$ 934	\$ -
Webasto - engine, hydraulic, & cabin pre heater - 260 & 320			\$ 8,278	20.00%	\$ 6,622	\$ -
Webasto - engine, hydraulic, & cabin pre heater - 380,450,&555			\$ 8,278	20.00%	\$ 6,622	\$ -
Heated Mirrors		1	\$ 1,417	20.00%	\$ 1,134	\$ 1,134
Side Camera System - Mirrors with two additional displays in cabin			\$ 4,973	20.00%	\$ 3,978	\$ -
Higher Lifting Capacity Blade Cylinders - Tarpomatic			\$ 12,326	20.00%	\$ 9,861	\$ -
Semi-U Blade Upgrade - 380			\$ 12,083	20.00%	\$ 9,666	\$ -
Semi-U Blade Upgrade - 450 & 555		1	\$ 13,300	20.00%	\$ 10,640	\$ 10,640
Fire Extinguisher		1	\$ 687	20.00%	\$ 550	\$ 550
Fire Suppression System - installed by regional distribution			\$ 27,514	20.00%	\$ 22,011	\$ -
Fire Suppression System - installed at factory			\$ 20,700	20.00%	\$ 16,560	\$ -
Side Lights - LED		1	\$ 1,710	20.00%	\$ 1,368	\$ 1,368
Upgraded LED Light Package - Roof top right & left only			\$ 1,458	20.00%	\$ 1,166	\$ -
Heavy-Duty Seat (420 lb capacity) - TX11561			\$ 8,201	20.00%	\$ 6,561	\$ -
Heated & Cooling Seat			\$ 2,660	20.00%	\$ 2,128	\$ -
Cooling Box			\$ 729	20.00%	\$ 583	\$ -
GPS System with base station			\$ 94,576	20.00%	\$ 75,661	\$ -
GPS Daily Install Rate (Per Day)			\$ 2,292	20.00%	\$ 1,834	\$ -
GPS Annual Command Software Fee (Per Year)			\$ 4,167	20.00%	\$ 3,334	\$ -
GPS System on cellular			\$ 70,069	20.00%	\$ 56,055	\$ -
GPS Managed Services - (Per Year)			\$ 2,778	20.00%	\$ 2,222	\$ -
2,000 Hours Preventative Maintenance Kits			\$ 12,174	20.00%	\$ 9,739	\$ -
On-site parts container with consigned parts			\$ 8,500	20.00%	\$ 6,800	\$ -
Annual ProTrack Access with Reporting (Per Year)			\$ 1,528	20.00%	\$ 1,222	\$ -
Total Maintenance & Repair Contract - Hourly Rate			\$ 27.89	20.00%	\$ 22.31	\$ -
Extended Warranty Plan - Please call for quote			CALL FOR QUOTE			

Optional equipment - specify -- Discount option of 15% off Tana North America's current published list price will be applied to all non-specified factory options,
on base units and any optional models.

Proposal 0132508

February 17, 2023

To: Highlands Co Landfill Solid Waste
Attn:

Proj. Desc:
Proj. Loc:

Item	Amount
Subtotal	0

Amerex VS System Install	\$18,875.00
--------------------------	-------------

Scope of Work

Summit Fire & Security proposes to install an Amerex Pre-Engineered dual agent fire suppression system at Highlands County Landfill on customer owned TANA H555 Trash Compactor. System to consist of 1-50# ABC Cylinder with 8 discharge nozzles, 1-25# ABC Cylinder with 4 discharge nozzles and 1-ICE4 Cylinder with 4 discharge nozzles cylinder will be mounted on deck to rear of engine, dry chemical nozzles will be placed thru out engine transmission and hydraulic areas, liquid nozzles will be positioned in turbo and exhaust area. Fire Suppression will have automatic means of action through detection wire run thru out the engine, transmission and hydraulic areas. Manual Actuation located in operator area and from ground level manual actuation will be done through pneumatic means. Control monitor will be mounted in operator area powered by vehicle with battery backup. All hoses, nozzles and bracket shall be securely mounted. System will be certified with operator training provided as needed.
Excludes any work outside scope of fire suppression installation.

Exclusions

Standard Terms and Conditions

Our interpretation of the project documents or site visit, whichever is applicable, as clarified in the "Scope of Work" and "Exclusions" stated above, represent our understanding of the project requirements. Summit Fire & Security ("Summit") will agree to a contractual agreement based on these stipulations.

Summit is not responsible for delays in shipping and or availability of quoted material and/or components due to manufacturer and/or supply chain logistics and other delivery issues. Summit will make the contractor aware of delays as soon as we are made aware of these delays by the manufacturer and/or shippers. Summit will not be responsible for any costs, liquidated damages, or other expenses due to these issues.

This proposal is valid for 30 days from this date and may be deemed void at the option of Summit after that time.

We appreciate the opportunity to provide you with a proposal for this project and look forward to working with you.

Attachment E
(Page 2 of 2)

Submitted By: Chris Beach
Title: Operations Manager

CUSTOMER

Approved by Authorized Representative

Summit Fire & Security

Approved by Authorized Representative

By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	Email: _____

ATTACHMENT F
(Page 1 of 2)



Prepared for: Highlands County Landfill

Address: 12700 Arbuckle Creek Road
Sebring, FL 33870

ATTN: Ronny Shumard

Date: 02/20/2023

Quote Number: HCL02202023

Prepared by: Josh Weber

Carlson Software Inc
33 E Second St.
Maysville, KY 41056

Item	Part	Description	Unit Price	Unit	Extended
1.1	Carlson Landfill Grade	Carlson Landfill Grade System Includes: Carlson Control Box Carlson Landfill Grade Software MC GNSS Reciever with Tilt Sensor Mounts and Cables	\$42,500.00	1	\$42,500.00
1.2	Carlson Command	Carlson Command for 1 Year	\$3,000.00	1	\$3,000.00
1.3	Base Station Kit	Carlson Base Station Kit	\$15,995.00	1	\$15,995.00
1.4	Install and Training	Installation of Machines and GNSS Base Station and Commisioning	\$1,750.00	3	\$5,250.00

Sub Total: \$66,745.00

State Sales Tax(if applicable) 0.000% \$0.00

Total: \$66,745.00

ATTACHMENT F
(Page 2 of 2)



Prepared for: Highlands County Landfill

Address: 12700 Arbuckle Creek Road
Sebring, FL 33870

ATTN: Ronny Shumard

Date: 02/20/2023

Quote Number: HCL02202023

Prepared by: Josh Weber
Carlson Software Inc
33 E Second St.
Maysville, KY 41056

Item	Part	Description	Unit Price	Unit	Extended
1.1	Carlson Landfill Grade	Carlson Landfill Grade System Includes: Carlson Control Box Carlson Landfill Grade Software MC GNSS Reciever with Tilt Sensor Mounts and Cables	\$42,500.00	1	\$42,500.00
1.2	Install and Training	Installation of Machines and GNSS Base Station and Commisioning	\$1,750.00	2	\$3,500.00

Sub Total: \$46,000.00

State Sales Tax(if applicable) 0.000% \$0.00

Total: \$46,000.00

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report.

STATEMENT OF ISSUE

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

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal_Long_Range_Log.docx](#)

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
N/A	Revisions to Planning & Zoning Commission membership	
N/A	Lake Placid Fire Station	
N/A	Fire Union matters	
1	Hospital Legislation and sale issues	
N/A	Numbers of dogs/cats in residential areas	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Future Growth Funding Advisory Committee and objectives of same	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Sheriffs Tower Capacity Issue	
N/A	Board and Committee Updates	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Laurie Hurner, County Administrator

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

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of February 22, 2023.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Commissioner's Priorities \(FINAL 3-7-23\).pdf](#)
[Project Updates \(FINAL 3-7-23\).pdf](#)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by spring 2023. City staff is short handed so having trouble completing their portions.	Sebring hydraulic modeling is the last part to be completed by Spring 2023. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask. An additional task was added to the project. Using data from the Avon Park portion of the hydraulic model, an estimate for a plant expansion and extension of new lines to a proposed industrial area was able to be completed in just a couple of weeks for a project RFI. Normally this ask would be months and 4-5 times the cost.	Spring 2023
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2022 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction Complete	Final Closeout	Ongoing
5	Engineering	Sebring Parkway Phase IIB	Construction Complete	Final Closeout	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction Complete	Final Closeout	Ongoing
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Phase 3 construction is completed. Due to an existing watermain that needs to be relocated in Phase 4, the contractor will move to Phase 6 beginning 2/15/23.	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Project Closeout in progress	Final Closeout	03/01/23
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Lowest BID was higher than grant award amount so additional funds requested from FDOT.	Draft contract with lowest bidder	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	Light poles were installed in January and the contractor is waiting for Glades Electric to move an existing utility pole and make electrical connection to the meter box to activate service and test the lights. A Change Order No. 3 is proposed to change the location of the pull box for Pole No. 4 and to add 11 calendar days to the substantial and final completion dates due to the change.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	Staff is coordinating relocation of City of Sebring utilities.	Staff to follow up with City of Sebring regarding schedule for relocating utilities. Follow-up w/ FDOT regarding plan to move forward & relocation of utilities.	Ongoing
12	Solid Waste	New Cell Expansion - Project No. 21078	Design NTP issued 9/14/22	Staff has reviewed the Preliminary Engineering Report and a meeting is scheduled for 2/8/23 with Jones Edmunds to go over the report. The report gives an overview of soil testing work done on site in fall, 2022 and analysis and recommendations for conceptual design of cells, leachate treatment system and sprayfields, and next steps w respect to permitting.	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Waiting on issuance of FDEP Environmental Resource Permit.	The final SFWMD Environmental Resource Permits (ERP) for the Highlands County Landfill Borrow Pit Conceptual Design and for the Phase I Construction were received on 2/1/23. The SFWMD Water Use Permit for the borrow pit was received on 2/6/23. Approval of the FDEP ERP should be expected soon since FDEP was waiting for SFWMD to issue their ERP's before they issued theirs.	Ongoing
14	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
15	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation \$4.5M is being put toward broadband infrastructure. 3 RFP submissions have been received and will be reviewed over the next week. If there is an acceptable submission then we will expect design to begin immediately with permitting to follow and hopefully construction commencing before the end of the year.	Ongoing
16	Economic Development	Broadband/ Highspeed Internet	RFP has been posted and will be open for 60 days. Spring Lake returned the ARPA Funds as other funding became available.	To monitor Office of Broadband and State initiatives. RFP has closed with 3 submissions to be reviewed. Our coverage area has thankfully shrunk to those not in the Glades Electric Co-op territory.	Ongoing
17	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
18	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
19	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager

SUBJECT/TITLE: Correction of resolution number for P&Z 2118 due to scrivener's error in the recommended motion

STATEMENT OF ISSUE

On February 21, 2023, hearing P&Z 2118 was approved for a zoning change of an approximate 0.60-acre parcel, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU). A scrivener's error was made on the resolution number in the recommended motion. The resolution number was provided as 22-23-67, whereas the correct resolution number for this hearing is 22-23-66.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Resolution 22-23-66.pdf](#)

RESOLUTION NO. 22-23-66

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-24-35-28-010-0000-0690; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-010-0000-0690 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering commercial objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and

comment that:

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 Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-24-35-28-010-0000-0690 and more particularly described as:

Lots 69, 70, 71, 72, and 73, Orange Blossom Estates, Unit No. 1, according to the Plat thereof as recorded in Plat Book 5, Page 2, of the Public Records of Highlands County, Florida

is hereby changed from Limited Business District, B-2, to Business District with a Conditional Use, B-3 CU.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District with a Conditional Use, B-3 CU.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit a traffic study and such other requirements imposed during the development review process.

SECTION 3. General Conditions, Restrictions, and Limitations. This B-3 CU shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.242 and 12.05.292 of the Highlands County Code of Ordinances ("Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this CU shall be the B-3 District and any zoning regulations not specified herein will be as defined in the B-3 District, Section 12.05.242 of the Code.
2. The Conditional Use shall be limited to a lawn care operations and storage of lawn care equipment incidental thereto;
3. The property owner shall execute and record a Unity of Title Agreement joining all five (5) Lots together in order to meet minimum lot size requirements of the B-3 District prior to approval of a Final Development Order;
4. The Property shall be subject to the commercial site development review process and obtain a Development Order through the Highlands County Engineering Department prior to commencing any construction activities.

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

P&Z 2118

County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2118, 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 take effect immediately after Highlands County Ordinance 22-23-16, adopting a small-scale comprehensive plan amendment, CPA-23-612SS, changing the land use designation on the Property from Agriculture, AG, to Commercial, C.

DONE AND ADOPTED, this 21st day of February 2023.



(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: 
Chris Campbell, Chairperson

ATTEST:


Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER: Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager

SUBJECT/TITLE: Correction of hearing date and future land use designation for CPA-22-610SS due to scrivener's error in the ordinance

STATEMENT OF ISSUE

On February 21, 2023, hearing CPA-22-610SS was approved for a small scale comprehensive plan amendment of an approximate 18.29 acres, from Agriculture (AG) to Commercial/Industrial Mixed Use (CI). Two scrivener's errors were made on the ordinance: the date for the Planning and Zoning Commission (P&Z) and the new future land use designation. The date of the P&Z hearing was provided as December 20, 2022, whereas the correct hearing date was February 14, 2023. The new future land use designation was provided as Industrial, whereas the correct new future land use designation is Commercial/Industrial Mixed Use.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Ordinance No. 22-23-12_corrected \(Adopted 2-21-2023\).pdf](#)

ORDINANCE NO. 22-23-12

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#s C-22-35-29-010-00G0-0130 AND C-22-35-29-020-0300-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID#s C-22-35-29-010-00G0-0130 and C-22-35-29-020-0300-0000 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on February 14, 2023, to review the small-scale amendment to the Property, identified by CPA-22-610SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-22-610SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-22-610SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-22-610SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-22-610SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-22-610SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-22-610SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID#s C-22-35-29-010-00G0-0130 and C-22-35-29-020-0300-0000 consisting of approximately 18.29 acres and more particularly described as:

Lots 13 through 20, inclusive, and Lots 36 through 43, inclusive, of Block G, and Farm Lots 30, 32, and 33, Suburban Tracts and Farms of Desoto City, according to the Plat thereof as recorded in Plat Book 3, Page 21, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

is hereby changed from "Agriculture" to "Commercial/Industrial Mixed Use".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Commercial/Industrial Mixed Use.

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 CPA-22-610SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. NON-CODIFICATION AND SCRIVENER'S ERRORS. The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. 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.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances 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 Ordinance 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 Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 21st day of February, 2023.

(SEAL)



BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

By: _____

Chris Campbell, Chairperson

ATTEST _____

Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 7, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from February 21, 2023, to March 6, 2023

Attachments: