HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, April 02, 2024
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

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, April 2, 2024, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

The 2023 Value Adjustment Board Hearing of Petitions by Special Magistrate will be held on Tuesday, April 2, 2024, at 9:30 a.m., in the Clerk of Circuit Court Conference Room, 590 S. Commerce Ave., Sebring, FL

The 2023 Value Adjustment Board Hearing of Petitions by Special Magistrate will be held on Wednesday, April 3, 2024, at 9:00 a.m., in the Clerk of Circuit Court Conference Room, 590 S. Commerce Ave., Sebring, FL

The Veterans Advisory Board will hold a regular meeting on Thursday, April 4, 2024, at 3:30 p.m., in the Sebring Dept. of Health Conference Room, 7205 S. George Blvd., Sebring, FL

The Istokpoga Marsh Watershed Improvement District (IMWID) will hold a regular meeting at 5:30 p.m., on Thursday, April 11, 2024, in Conference room #1 of the Bert J. Harris, Jr., Agricultural Center, 4509 George Blvd., Sebring, FL

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Peace River Center's Proclamation for Sexual Assault Awareness Month April 2024*
Marissa Adame, Highlands Outreach Specialist and Melissa Irving, Rape Recovery Program Manager for Peace River Center
Highlands County Proclamation.Sexual Assault.docx

6.B *Request approval of a Proclamation recognizing the week of April 7-13, 2024 as National Library Week.*
Vikki Brown, Highlands Library System Manager
No fiscal impact.
NLW-2024-Proclamation-Final (Legal Reviewed).pdf

6.C *Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month".*
Liz Prendergast, Chief Executive Officer with Champion for Children Foundation.
There is no fiscal impact.
BOCC Highlands CAP Proclamation 2024.pdf

6.D *United Community Needs Assessment- Highlands County*
Callie Neslund, President/CEO, Givewell Communication Foundation and Christina Criser, President/CEO, United Way of Central Florida
There is no fiscal impact.
04.02.2024 UCNA PowerPoint Highlands County BOCC.pdf

6.E *Request approval of a Proclamation declaring the month of April 2024 as "Water Conservation Month" in Highlands County.*
Dawn Ritter, Lakes Manager
Cindy C. Rodriguez, Sr. Government Affairs Regional Manager - Southwest Florida Water Management District

No fiscal impact
Proclamation_Water Conservation Month.doc

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request adoption of Resolution 23-24-79 approving the Healthy Families Highlands Policy Manual 2023-2024.*
Cynthia Acevedo, Healthy Families Program Manager/Community Programs Assistant Director
There is no fiscal impact.
HEALTHY FAMILIES HIGHLANDS MANUAL 2023-2024.pdf
Resolution Healthy Families Policy Manual Final.pdf

8.B *Request approval of Budget Amendment 23-24-058, realigning project 22004 funding as approved and outlined in the 23-24 Healthy Families Lapse Plan.*
Cynthia Acevedo, Healthy Families Program Manager/Community Programs Assistant Director
There is no fiscal impact with the realignment of $3,880.00 from account 51200Z (Project Regular Salaries) to account 54000Z (Project Travel & Per Diem), account 55200Z (Project Operating Supplies), and account 55403Z (Project Education & Training) in the amounts of $640.00, $3,000.00, & $240.00, respectively.
23-24-058 Proj 22004 Healthy Families Realignment (BA).pdf
FY23-24 Approved HF HIghlands Expenditure Analysis and Lapse Plan.pdf

8.C *Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the City of Sebring for Operation and Maintenance of the Recreational Facilities*
Tanya Cannady, Business Services Director
There is a fiscal impact to Fund 005 (General) of $125,000 for the City of Sebring Recreation Interlocal Agreement that was approved in the Adopted Budget for FY 23/24 to be reimbursed from Cost Center 6101 (Recreation), Account 54914 (Sebring).

Sebring Rec Interlocal 4.2.24.pdf

8.D *Request approval of a New Event Tourist Development Grant for (6) United States Fastpitch Association annual tournaments in Highlands County for years 2024 - 2026.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 005 (General) or the overall budget as there are funds budgeted in the current fiscal year for marketing said events. The 6 annual USFA tournaments are eligible for $60,000.00 for Year #1 (2024), $57,000.00 for Year #2 (2025), and $57,000.00 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
Grant Contract - USFA Multi-Events New Event Grant 2024 - 2026 _ATTACHMENT A.pdf
USFA Signed_Grant Contract - USFA Multi-Events New Event Grant 2024 - 2026.pdf

8.E *Request approval to execute the plat of Holiday Beach subdivision for recordation.*
JD Langford, P.E., County Engineer
There will be no additional fiscal impact, Panther Parkway is a County maintained roadway.
Holiday Beach Plat - Location Map -11x17.pdf
Holiday Beach Plat for Recordation.pdf

8.F *Request approval to execute the plat of Century Storage Subdivision for recordation.*
JD Langford, P.E., County Engineer
There will be no additional fiscal impact, US 27 is a State maintained roadway and Twitty Road is a County maintained roadway.
Century Storage Location Map -11x17.pdf
Century Storage Subdivision Plat for Recordation.pdf

8.G *Request to waive the Landfill Tipping Fees for the Annual Caladium Festival*
Clinton Howerton, Jr., P.E. Critical Infrastructure Director
Landfill staff estimates that The Greater Lake Placid Chamber of Commerce's Annual Caladium Festival will haul an estimated four (4) tons of Class 1 waste at a cost of $45.00 per ton for a total of $180.00 to be waived. The figures are based upon The Greater Lake Placid Chamber of Commerce's estimate of two (2) roll off bins for this event.
Caladium Fest request.pdf
2024 Table of Waived Tipping fees.pdf

8.H *Request adoption of Resolution 23-24-83 for Budget Amendment 23-24-069 to set up Project 23056 (CATF FY 23-24) and appropriate funds pursuant to the Child Advocacy Trust Fund (CATF) Grant award accepted on 9-07-2023.*

Gail T. Werley, Children's Advocacy Center
The fiscal impact is an increase to Fund 005 (General) in the amount of $4,508.21 and being appropriated in Cost Center 3995 (Children's Advocacy Center), Project 23056, Account 51200Z (Project Regular Salaries).
23-24-069 Project 23056 CATF FY23-24 BA.pdf
23-24-069R Project 23056 CATF FY23-24 Resolution.pdf
Signed_FNCAC_CATF_CAC_Agreement_9.11.23 040224 update.pdf

8.I *Request adoption of Resolution 23-24-84 for Budget Amendment 23-24-070 to realign funds in project #22069, Jail Chiller Replacement.*
Tiffany Gunn, Capital Projects Manager
Fiscal impact is an increase in Fund 151 (Infrastructure Surtax) of $200,000.00 which being appropriated from Fund Balance Brought Forward to set up funding in Project 22069 (Jail Chiller Evaluation_Study), Cost Center 3322A (County Jail 151), Account 56400Z (Project Equipment).
23-24-070 Proj 22069 Jail Chillr Evaluation_Study (BA) (002).pdf
23-24-070R Proj 22069 Jail Chiller Evaluation_Study (Resolution) (002).pdf

8.J *Request approval to upgrade one of the three (3) Purchasing Analyst positions to a Senior Procurement Analyst position.*
Tanya Cannady, Business Services Director
Lori DeLoach, Purchasing Manager
The fiscal impact is an estimated increase of $20,000 to Fund 005 (General), cost center 2558 (Purchasing), account 51200 (Regular Salaries & Wages).
Senior Procurement Analyst () 03.22.2024-Agenda.pdf

8.K *Request adoption of resolution 23-24-86 for Budget Amendment 23-24-072 to update appropriations from State Grant awarded funding to the Children's Advocacy Center pursuant to the Florida Network of Children's Advocacy Center's (FNCAC) Grant award accepted on 10-06-2023.*
Gail T. Werley, Children's Advocacy Center
The fiscal impact is a decrease to Fund 005 (General) in the amount of $1,931.90. In addition, funds within Project 22083 (FNCAC 23-24) are being realigned in the amount of $6,735.58 in several accounts.
23-24-072 Project 22083 FNCAC Realigning Funds (BA).pdf
23-24-072R Project 22083 FNCAC Realigning Funds(Resolution).pdf

8.L *Request approval to accept into the record the County Administrators Annual Report for Fiscal Year 2022-2023.*
Laurie Hurner, County Administrator
No fiscal impact.
County annual report FY 2022-2023.pdf

8.M *Request approval of Budget Amendment 23-24-078 to allocate funding for the purchase of computer replacements for Guardian Ad Litem.*
David Nitz, OMB Manager
The fiscal impact of $6,800.00 is merely a transfer of funds in Fund 005 (General) from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 1026 (Guardian Ad Litem), accounts 55200 (Operating Supplies) and 55230 (Attractive Property Inventory) in the amounts of $2,400.00 and $4,400.00, respectively.
23-24-078 GAL Computer Replacements (BA).pdf
23-24-077 GAL Computer Replacements (Reserve).pdf

8.N *Request approval of Budget Amendment 23-24-079 to provide funding to finish Project 22081, Medal of Honor Park.*
David Nitz, OMB Manager
The fiscal impact of $93,000.00 is merely a transfer of funds in Fund 005 (General) from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for

Contingency) to cost center 2111 (Central Services), accounts 56300Z (Project Improvements), Project 22081 (Medal of Honor Park).
23-24-079 Proj 22081 Medal of Honor Park (BA).pdf
FL_Medal_Of_Honor_Agreement 2.pdf

8.O *Request to Adopt Resolution 23-24-85 for Budget Amendment 23-24-073 to set up Project 23065 JAGC FY23-24.*
Paul Blackman, Sheriff
There is no fiscal impact. The Sheriff's adopted budget for FY 23-24 includes $61,178.00 in revenue and expenses for this Grant.
23-24-073 Project 23065 JAGC FY23-24 (BA).pdf
23-24-073R Project 23065 JAGC (Resolution).pdf
23-24-073 Project 23065 JAGC Executed Agreement.pdf

8.P *Request approval to expend funds from the Special Law Enforcement Trust Fund.*
Paul Blackman, Sheriff
This contribution of $12,792.90 will be funded through the Special Law Enforcement Trust (Fund 170), which has adequate funding in the current budget, therefore no fiscal impact to any government agency.
Sheriff_Fund 170 Request to Expend Funds - Crime Prevention Mail Outs Postage.pdf

8.Q *Request to change the Project Manager Traffic position to Senior Project Manager, increase the Pay Grade to 117, and modify the job description.*
JD Langford, P.E., County Engineer
There is no fiscal impact.
Project Manager Traffic (0964) 03.12.24.pdf

9 COMMITTEE ASSIGNMENTS:

9.A *Request reappointment of J. Conley Jahna and Thomas E. James as regular members to the Construction Licensing, Enforcement and Appeals Board (CLEAB).*
Eric Longshore, Building Official
There is no fiscal impact.
LBM MEMBERS 2024.pdf
Joseph Conley Jahna 2024.pdf
Tommy James 2024.pdf

10 PUBLIC HEARING

11 ACTION AGENDA

11.A *Consider Statement of Legislative Intent for amendments to the Land Development Regulations regarding Article 9 Transportation System Standards and Permit specifically residential driveway permits.*
JD Langford, P.E., County Engineer
No fiscal impact.

11.B *Request adoption of Resolution 23-24-66 to vacate a drainage easement located at 228 Hunter Avenue, Lake Placid, FL 33852.*
JD Langford, P.E., County Engineer

There is no fiscal impact.
VOE Agenda Packet - 228 Hunter Ave.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

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from to March 19, 2024, to April 1, 2024*

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Marissa Adame, Highlands Outreach Specialist and Melissa Irving, Rape Recovery Program Manager for Peace River Center**
SUBJECT/TITLE:	**Peace River Center's Proclamation for Sexual Assault Awareness Month April 2024**

RECOMMENDED ACTION

Move approval of Peace River Center's Proclamation recognizing April 2024 as Sexual Assault Awareness Month.

Attachments: Highlands County Proclamation.Sexual Assault.docx

Highlands County
PROCLAMATION
SEXUAL ASSAULT AWARENESS MONTH
April 2024

WHEREAS, Sexual Assault Awareness Month draws attention to the fact that sexual violence is widespread and is a violation of human rights and dignity; and

WHEREAS, there is a high prevalence of these crimes going unreported, oftentimes because the victims are afraid or fear they will not be believed; and

WHEREAS, in addition to the immediate physical and emotional effects, sexual assault can lead to short and long-term physical and mental health problems including anxiety, chronic pain, eating disorders, depression, and sexually transmitted diseases or infections; and

WHEREAS, it is imperative that Highlands County Residents are aware of safety measures that can prevent sexual assaults and that victims are able to attain the support needed to overcome such a traumatic event; and

WHEREAS, with leadership, dedication, and community involvement, there is compelling evidence that we can be successful in reducing instances of sexual assault in Highlands County, through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, Highlands County has Victim Services such as Peace River Center Rape Recovery Program to help make a substantial difference in the awareness, reporting, and prevention of sexual assault within our community.

THEREFORE, Highlands County hereby proclaims April 2024, as SEXUAL ASSAULT AWARENESS MONTH. I encourage all our citizens to join with sexual violence advocates in supporting survivors to overcome the harm caused by sexual assault.

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Highlands County

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Vikki Brown, Highlands Library System Manager**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing the week of April 7-13, 2024 as National Library Week.**

STATEMENT OF ISSUE

National Library Week and Proclamation celebrates the beloved institution that is the Highlands County Library System. Libraries continually work for the betterment of our communities by providing open access to resources and an environment for the community to increase both knowledge and understanding.

RECOMMENDED ACTION

Move to approve the proclamation recognizing the week of April 7, 2024 as National Library Week.

FISCAL IMPACT

No fiscal impact.

Attachments: NLW-2024-Proclamation-Final (Legal Reviewed).pdf

National Library Week
2024 Proclamation

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that the Highlands County Board of County Commissioners proclaim National Library Week, April 7-13, 2024. During this week, we encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

_____

Kevin J. Roberts, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Liz Prendergast, Chief Executive Officer with Champion for Children Foundation.**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month".**

STATEMENT OF ISSUE

April is the month when Child Abuse Prevention & Awareness is recognized throughout the nation. Annually, the Highlands County Board of County Commissioners are asked to proclaim that Highlands County, Florida recognize April as Child Abuse Prevention Month. This proclamation helps promote public awareness of child abuse prevention efforts and encourages all agencies in our community to continue working together in the fight to end child abuse and neglect, and to ensure our children live healthy, happy lives.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing April as "Child Abuse Prevention Month."

FISCAL IMPACT

There is no fiscal impact.

Attachments: BOCC Highlands CAP Proclamation 2024.pdf

PROCLAMATION

Child Abuse Prevention Month in Florida

WHEREAS, Florida is committed to improving the lives of all Floridians and securing a better future for the citizens of this state; and

WHEREAS, children who have adverse childhood experiences (ACEs) are at a higher risk of short and long-term physical, psychological, and behavioral challenges that can impact the individual child and the greater community; and

WHEREAS, parents and caregivers who have resources and support are better equipped to give their children safe and nurturing experiences; and

WHEREAS, children have better mental health and physical health and academic success when they are raised in a safe, stable, and nurturing environment; and

WHEREAS, the Florida Department of Children and Families Secretary has a vision for holistic services by integrating systems and services; and

WHEREAS, the State of Florida has established Hope Florida – A Pathway to Prosperity, a personalized approach to helping families overcome barriers to self-sufficiency through community collaboration; and

WHEREAS, Floridians can call 850-300-HOPE to speak with a Care Navigator for support to develop a plan to achieve economic self-sufficiency, referrals to local partners, and help identifying goals and barriers in their lives; and

WHEREAS, during the month of April, Prevent Child Abuse Florida, in collaboration with the Governor's Office of Adoption and Child Protection, the Florida Department of Children and Families, and The Ounce of Prevention Fund of Florida, implements Pinwheels for Prevention, a statewide coordinated campaign to raise awareness of child abuse prevention efforts by teaching about healthy child development and positive parenting practices, and establishing Circle of Parents peer support groups; and

WHEREAS, Child Abuse Prevention Month provides everyone a chance to learn how they can play a role in preventing abuse and neglect including adverse childhood experiences (ACEs); and

WHEREAS, Child Abuse Prevention Month reminds Floridians of all ages that they can help children increase positive childhood experiences, which lead to happier, healthier childhoods.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners Highlands County, Florida, do hereby extend my support to all observing April 2024 as *Child Abuse Prevention Month in Florida.*

Dated this _____day of _____, 2024.

DONE AND ADOPTED THIS 2nd day of April 2024.

BOARD OF COUNTY COMMISSIONERS HIGHLANDS COUNTY, FLORIDA

_____

Kevin J. Roberts, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Callie Neslund, President/CEO, Givewell Communication Foundation and Christina Criser, President/CEO, United Way of Central Florida**
SUBJECT/TITLE:	**United Community Needs Assessment- Highlands County**

FISCAL IMPACT

There is no fiscal impact.

Attachments: 04.02.2024 UCNA PowerPoint Highlands County BOCC.pdf

UNITED COMMUNITY NEEDS ASSESSMENT

Polk • Hardee • Highlands



TIMELINE, METHODOLOGY & DATA SOURCES

- UCNA Timeline
- Methodology
- Primary Data
- Secondary Data

UCNA BY THE NUMBERS

- UCNA Steering Committee
  - GWCF & UWCF staff and community leaders – 13 members
- County Committees – all volunteer community leaders
  - Highlands County – 13 members
- Total Valid UCNA Survey Responses: 3,798 participants
  - Highlands County – 914 participants
- Conducted 10 Focus Groups
  - 3 in Highlands County

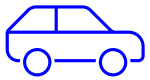
FOCUS AREAS/DOMAINS


Economic & Employment Opportunities


Housing


Education


Food Security


Transportation/Infrastructure


Quality of Life

SNAPSHOT – HIGHLANDS COUNTY IS…

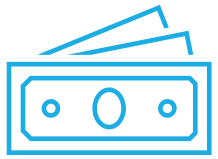
Growing Slowly	101,235 residents 2% growth between 2020 and 2021
Aging	Growth in over 65 demographic expected: Projected to be 39% by 2030
Diversifying	Growth expected in Hispanic/Latino population: Projected to increase to 25% by 2030

ECONOMIC & EMPLOYMENT OPPORTUNITIES



ECONOMIC & EMPLOYMENT OPPORTUNITIES
HIGHLANDS DATA

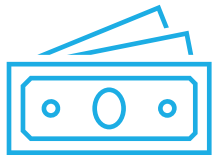
Median Household Income	**$43,708** Ranked 50th in Florida – State average: $57,703	
Living wage for a family of 4	**$88,984** $21.39/hour for two adults	
Households struggle to meet basic needs	**42% below ALICE thresholds** **15% below Federal Poverty Level**	State average is 33% State average is 12%



ECONOMIC & EMPLOYMENT OPPORTUNITIES

HIGHLANDS RESIDENTS SAY…

- Around two-thirds (~66%) believe they:
  - Can find employment and employment assistance
  - Have access to more jobs than they did pre-pandemic
  - Have access to educational and job training opportunities
- 62% agreed wages are not enough to live comfortably
- Median wage is below amount needed for self-sufficiency



ECONOMIC & EMPLOYMENT OPPORTUNITIES

HIGHLANDS RESIDENTS SAY…

- Only around half (~50%) believe:
  - There are opportunities for young professionals and recent graduates
  - It is possible to find jobs in fields related to their education and training
  - Business growth is leading to more jobs
  - Small businesses can succeed
- Employers have a difficult time recruiting skilled workers employers

HOUSING



HOUSING
HIGHLANDS DATA

Residents who are housing-cost burdened	**25% of residents**
Median sale price of single-family home	**$210,000** (22% increase from 2020) State average: $348,000

HOUSING
HIGHLANDS RESIDENTS SAY…

"It is easy to find a home for purchase within budget"	**61% disagree**
"It is easy to find a place to rent within budget"	**62% disagree**

- A lack of affordable housing inventory, combined with an influx of new residents and investors is driving up housing costs.
- People are not making enough money to afford housing.
- The number of those experiencing homelessness is rising.

EDUCATION


Reader Road
ROYALS
UF UNIVERSITY of FLORIDA
THINK WIN WIN
FLORIDA ATLANTIC UNIVERSITY
AVON ELEMENTARY
UNIVERSITY OF CENTRAL FLORIDA
'SUP BRO?



EDUCATION
HIGHLANDS DATA

- All three districts (Polk, Highlands & Hardee) received a grade of "C" from the State of Florida Accountability system in 2021-22
- SBHC served a diverse population of 12,246 students in grades K-12 enrolled in 24 schools; economically disadvantaged population 96%
- Hispanic student population increased by 2.5% to 36.8% in 2021-22

EDUCATION
HIGHLANDS DATA

Kindergarten Readiness	**Highlands:**	**47%**	(↓ 4%)
	State:	50%	(↓ 3%)
Reading Proficiency	**Highlands:**	**43%**	(↓ 4%)
	State:	53%	(↓ 4%)
Math Proficiency	**Highlands:**	**48%**	(↓ 5%)
	State:	50%	(↓ 3%)
Graduation Rates (2021)	**Highlands:**	**84%**	(72% in '17; 83% in '22)
	State:	90%	(82% in '17; 78% in '22)



EDUCATION
HIGHLANDS RESIDENTS SAY…

Residents are satisfied with…

- Children's basic educational needs
- Industry certification programs at the high school level
- Post-high school options, though more vocational options are needed

Residents are concerned about…

- Lack of quality pre-school, summer, and after school programs
- Extra-curricular options for children and adolescents
- Teacher staffing shortages due to low salaries
- Cost of educational programs
- Lack of choice options

FOOD SECURITY



FOOD SECURITY
HIGHLANDS DATA

Food Insecurity Rate (2019)	**15.2%** State: 12%
Live within ½ mi. of healthy food source	**9%** State: 27%



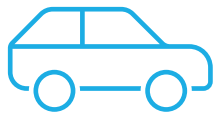
FOOD SECURITY

HIGHLANDS RESIDENTS SAY…

- Agree that food insecurity is a problem in their community
- Disagree that they have easy access to affordable, healthy food
- Cite primary barriers to accessing food resources (especially for seniors) as:
  - Limited transportation
  - Lack of access to technology
  - Quality of food in food banks

TRANSPORTATION & INFRASTRUCTURE





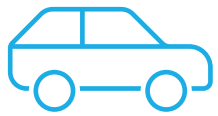
TRANSPORTATION & INFRASTRUCTURE

HIGHLANDS DATA

- Residents of Highlands County are car-dependent (79.4% use cars to get to work)
- Computer and internet usage: 93% of households had a least one or more computing device, and 86% had an internet subscription

TRANSPORTATION
HIGHLANDS RESIDENTS SAY…

- **Traffic and road maintenance**
  - Traffic safety on US-27
- **Safety of cyclists and pedestrians**
  - Need for more sidewalks and bike paths
- **Lack of access to affordable, reliable transportation**
  - 85% believe improved public transportation options are needed
  - 65% believe public would be willing to fund more transportation options



INFRASTRUCTURE
HIGHLANDS CONCERNS

- **Access to Internet and cell phone service:**
  - Can be unreliable or slow or unaffordable for low-income residents
  - Lack of access to affordable, reliable Internet services, particularly in more rural parts of the county

QUALITY OF LIFE



QUALITY OF LIFE
HIGHLANDS DATA

Top three strategic health issues:

- **Aging Population**
- **Illness and Death**
  - Heart disease and cancer
- **Social and Behavioral Health**
  - Heavy or binge drinking
  - Youth vaping

QUALITY OF LIFE

HIGHLANDS DATA

Ratios of residents to mental health providers:

	U.S.	FLORIDA	HIGHLANDS
2019	440:1	670:1	1,450:1
2023	340:1	510:1	1,200:1

QUALITY OF LIFE
HIGHLANDS RESIDENTS SAY…

Residents are happy where they live and believe…

- Their communities are well maintained
- Their community is a good place to raise children
- They have adequate access to activities promoting culture and the arts

Residents are concerned with…

- Crime
- Limited recreation and leisure activities for families
- The cost of recreational activities

QUALITY OF LIFE
HIGHLANDS RESIDENTS SAY…

Well-being

Residents believe they are…

- Thriving: 48%
- Struggling: 41%
- Suffering: 11%

Diversity

Residents believe…

- People in their community are accepting of others from different ethnicities, races, religions, and lifestyles

Civic Engagement

Residents believe…

- Community members are civically engaged
- Elected leaders represent the community well
- People in their community work hard to address local issues

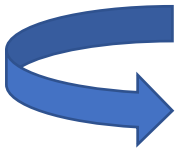
NEXT STEPS: LAYING THE GROUNDWORK

Road Show

(Educate & Advocate)

Evaluate Asset Maps

Shared Dashboard



Prioritization

Other opportunities moving forward:

Visioning — Joint Fund — Advocacy & Internal Alignment

Scan QR code to view the UCNA

THANK YOU

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Dawn Ritter, Lakes Manager** **Cindy C. Rodriguez, Sr. Government Affairs Regional Manager - Southwest Florida Water Management District**
SUBJECT/TITLE:	**Request approval of a Proclamation declaring the month of April 2024 as "Water Conservation Month" in Highlands County.**

STATEMENT OF ISSUE

This Proclamation is being presented for the Board's consideration and adoption, at the request of the South Florida Water Management District and the Southwest Florida Water Management District and is in support of water conservation efforts during the month of April 2024.

RECOMMENDED ACTION

Move to approve the Proclamation declaring the month of April 2024 as "Water Conservation Month" in Highlands County.

FISCAL IMPACT

No fiscal impact

Attachments: Proclamation_Water Conservation Month.doc

Proclamation

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and the Board of County Commissioners, Highlands County, Florida (Highlands County) are working together to increase awareness about the importance of water conservation; and

WHEREAS, Highlands County and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, Highlands County has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it proclaimed that Highlands County does hereby proclaim the month of April as

Water Conservation Month

in Highlands County, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Done and adopted this 2nd day of April 2024

_____

Kevin J. Roberts, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Cynthia Acevedo, Healthy Families Program Manager/Community Programs Assistant Director**
SUBJECT/TITLE:	**Request adoption of Resolution 23-24-79 approving the Healthy Families Highlands Policy Manual 2023-2024.**

STATEMENT OF ISSUE

Healthy Families Highlands, a division of Highlands County Community Programs Department is required to have a policy manual pursuant the Healthy Families America Governance and Administration Standards, which serves as an operational guide for the proper delivery of Healthy Families Florida services to the citizens of Highlands County.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-79 approving the Healthy Families Highlands Policy Manual 2023-2024.

FISCAL IMPACT

There is no fiscal impact.

Attachments: HEALTHY FAMILIES HIGHLANDS MANUAL 2023-2024.pdf
Resolution Healthy Families Policy Manual Final.pdf



Healthy Families Highlands

Policy Manual

2023 – 2024

Policy 1 Screening Families for Eligibility

POLICY	Healthy Families Florida (HFF) sites must have a system of organizational relationships with community providers for the purpose of identifying families and receiving referrals. HFF sites must use the Prenatal Risk Screen, Infant Risk Screen, HFF Record Screen/Referral Form or Partner Referral Form to screen families to determine if home visiting services are offered.
STANDARDS REFERENCES	1-1.B-C, 1-2.A-C, 1-3.A

Policy 2 Voluntary Services and Initial Engagement

POLICY	Healthy Families Florida (HFF) sites offer services to families on a voluntary basis and use positive, persistent outreach efforts to engage families.
STANDARDS REFERENCES	1-2.A, 3-1.A, 3-2.A

Policy 3 Participant Consent Forms

POLICY	Healthy Families Florida (HFF) requires that all sites obtain the following consent forms from all participants: Participant Agreement and Rights, Participant Confidentiality and Limited Authorization to Exchange Information.
STANDARDS REFERENCES	GA-3.A-C

Policy 4 Assessing Strengths and Needs

POLICY	Healthy Families Florida (HFF) sites must use the Healthy Families Florida Assessment Tool (HFFAT) to identify the presence of risk and protective factors that could contribute to or mediate the risk of child maltreatment or other adverse childhood experiences.
STANDARDS REFERENCES	2-1.A

Policy 5 Initial Child Protective Services Checks

POLICY	For every family that enrolls in the Healthy Families Florida (HFF) program, an Initial Child Protective Services (CPS) check will automatically be submitted upon entry of participant data in the HFF Tracking System. The site must have a policy for reviewing Florida Safe Families Network (FSFN) for families that enroll with an open CPS investigation, active CPS case management or a history of CPS involvement.
STANDARDS REFERENCES	None

Policy 6 Leveling System

POLICY	Healthy Families Florida (HFF) has a clearly defined leveling system. This system includes a review of each family's progress and ensures families are receiving the intensity of services they need.
STANDARDS REFERENCES	3-3.A, 4-1.A-B, 4-2.A, 4-2.C-D

Policy 7 Duration and Completion of Program

POLICY	Each Healthy Families Florida (HFF) site must have a policy that specifies home visits will be offered for a minimum of three years and up to five years after the birth of the baby based on the needs and progress of the family (as determined by the program). Sites must also have a policy specifying transition activities related to service closure.
STANDARDS REFERENCES	4-3.A, 4-4.A

Policy 8 Monitoring Home Visit Completion

POLICY	Healthy Families Florida (HFF) sites must have a protocol for monitoring home visit completion rates per Family Support Specialist (FSS) and per family.
STANDARDS REFERENCES	4-2.B

Policy 9	Biennial Service Review
POLICY	Healthy Families Florida (HFF) sites complete a Biennial Service Review (BSR) to analyze access to referral sources, the initial engagement process, program acceptance, participant retention, staff retention and satisfaction, and address all components of the service delivery system related to climate and culture.
STANDARDS REFERENCES	1-1, 1-2, 1-4, 3-4, 5, 9-4

Policy 10	Home Visiting Service Plan
POLICY	Risk factors and stressors identified at assessment and during services are addressed during the course of services utilizing the Home Visiting Service Plan (HVSP or Service Plan). The Service Plan is used by the supervisor and Family Support Specialist (FSS) as a guide for discussion and planning during service provision for each family. The Service Plan identifies the family's risk and protective factors and directs service delivery throughout their participation in the program.
STANDARDS REFERENCES	6-1

Policy 11	Family Goals
POLICY	Family Goals will be developed by the family with assistance from the Family Support Specialist (FSS). The family goal document assists in the development of home visit activities, the identification of resources and referrals for the family and to record successful achievements that build a family's resiliency and promote protective factors.
STANDARDS REFERENCES	4-4, 6-2

Policy 12 Promotion of Nurturing Parent Child Relationships and Healthy Child Development

POLICY	Healthy Families Florida (HFF) uses a strengths-based approach to build parenting capacity, promote nurturing parent-child relationships and support healthy child development. Family Support Specialists (FSS) use tools, observations, curricula and evidence-informed materials to promote positive parenting skills and enhance development, health and family functioning.
STANDARDS REFERENCES	6-3, 6-4.A-C

Policy 13 Home Safety Education

POLICY	The Healthy Families Florida (HFF) Home Safety Tools and other strategies are used to educate participants about home safety and periodically assess the safety of the home environment with the family.
STANDARDS REFERENCES	6-4.A-D

Policy 14 Developmental and Social Emotional Screening Tools

POLICY	All focus children (FC) enrolled in the Healthy Families Florida (HFF) program will be screened at designated intervals to identify possible developmental delays using the Ages & Stages Questionnaire 3 (ASQ-3) and the ASQ Social-Emotional 2 (ASQ:SE-2). When a delay is indicated, the FC will offer appropriate referrals, activities, curriculum and/or follow-up to monitor the delay.
STANDARDS REFERENCES	6-5

Policy 15 Medical Providers, Immunizations and Well-Child Check-Ups

POLICY	Healthy Families Florida (HFF) participants will be linked to medical providers who provide preventive and sick care. In addition, the focus child (FC) will receive timely immunizations and well-child check-ups.
STANDARDS REFERENCES	7-1, 7-2, 7-3

Policy 16 Referrals for Ancillary Services

POLICY	Healthy Families Florida (HFF) will provide participants and their family members with referrals to available healthcare and other community resources based on their need(s). Site staff will follow-up with referral sources, service providers and/or participants to determine if the families received the services.
STANDARDS REFERENCES	7-3

Policy 17 Screening for Depression

POLICY	All primary participants in the Healthy Families Florida (HFF) program will be screened for prenatal and postnatal depression and connected with services or other resources as needed.
STANDARDS REFERENCES	7-4

Policy 18 Healthy Families Parenting Inventory

POLICY	Healthy Families Florida (HFF) family support specialists (FSSs) must administer the Healthy Families Parenting Inventory (HFPI) to all primary participants at the required intervals.
STANDARDS REFERENCES	None

Policy 19 Caseload Management System

POLICY	Healthy Families Florida (HFF) ensures that services are provided by staff with limited caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet the family's needs and plan for future activities.
STANDARDS REFERENCES	8-1, 8-2

Policy 20 Capacity

POLICY	Healthy Families Florida (HFF) sites that reach capacity will continue screening families in their targeted zip codes and continue enrolling families on a first come, first served basis as new slots become available on a home visitor's caseload.
STANDARDS REFERENCES	None

Policy 21 Screening and Selection of Staff

POLICY	The screening and selection of Healthy Families Florida (HFF) site staff ensures that direct service and supervisory staff are chosen based on a combination of personal characteristics, experiential, and educational qualifications.
STANDARDS REFERENCES	9-1, 9-3 A-B

Policy 22(A) Staff Training Plan

POLICY	Healthy Families Florida (HFF) has a comprehensive plan to ensure that all staff, interns, and volunteers who work directly with families receive all training required by Healthy Families America (HFA) Standards and HFF Policies and Procedures. Completion of all training is documented in the training transcript within the Ounce Learning Management System (OLMS). Includes Policy 22 A, B, C, D, E, F, G, H, and I.
STANDARDS REFERENCES	10, 11

Policy 22(B) Staff Orientation Training

POLICY	All staff, including interns and volunteers who work directly with families must receive Staff Orientation Training required by Healthy Families America (HFA) Standards and Healthy Families Florida (HFF) Policies and Procedures prior to providing direct services to families or supervising staff. Completion of all HFF Staff Orientation Training requirements must be documented in the training transcript within the Ounce Learning Management System (OLMS).
STANDARDS REFERENCES	10-2

Policy 22(C) Direct Services Stop-Gap and Staff Core Training

POLICY	All staff, including interns and volunteers who work directly with families must attend Direct Services Stop-Gap and Healthy Families America (HFA) Core Foundations training.
STANDARDS REFERENCES	10-3, 10-4, 10-5

Policy 22(D) Three-, Six- and 12-month Training Requirements

POLICY	All staff, including interns and volunteers who work directly with families, must attend the Healthy Families Florida (HFF) Training Institute instructor-led six-month trainings and complete the three-, six- and 12-month wrap-around trainings and competency tests required by Healthy Families America (HFA) Standards and HFF Policies and Procedures. Completion of all HFF training requirements is documented in the Ounce Learning Management System (OLMS).
STANDARDS REFERENCES	11-1, 11-2, 11-3

Policy 22(E) Staff Training on Curriculum

POLICY	All staff, including interns and volunteers who work directly with families must receive training on an evidence-informed curriculum as required by Healthy Families America (HFA) Standards and Healthy Families Florida (HFF) Policies and Procedures. Completion of all HFF training requirements must be documented in the training transcript within the Ounce Learning Management System (OLMS).
STANDARDS REFERENCES	6-4

Policy 22(F) Training on Tools

POLICY	All staff who administer tools must receive training prior to using the tool or supervising use of the tools as required by Healthy Families America (HFA) Standards and Healthy Families Florida (HFF) Policies and Procedures.
STANDARDS REFERENCES	10-6

Policy 22(G) Additional Training

POLICY	All staff, including interns and volunteers who work directly with families, must receive additional training as required by Healthy Families America (HFA) Standards and Healthy Families Florida (HFF) Policies and Procedures. Completion of all HFF training requirements must be documented in the training transcript within the Ounce Learning Management System (OLMS). All local trainings must be recorded by the site in OLMS.
STANDARDS REFERENCES	11-4

Policy 22(H) Annual Training Requirements

POLICY	All staff, including interns and volunteers that work directly with families must receive all annual training as required by Healthy Families America (HFA) Standards and Healthy Families Florida (HFF) Policies and Procedures. Completion of all HFF training requirements must be documented in the training transcript within the Ounce Learning Management System (OLMS).
STANDARDS REFERENCES	5, 11-4

Policy 22(I) Training on Data Systems

POLICY	Healthy Families Florida (HFF) sites must train staff on the collection of data and the data systems utilized by HFF.
STANDARDS REFERENCES	HFA Best Practice Standard 10, Multi-Site System Central Administration Standards T-2.9

Policy 23 Training Documentation

POLICY	Healthy Families Florida (HFF) sites must maintain back-up training documentation for all staff that includes evidence of completion of all required trainings.
STANDARDS REFERENCES	10, 11

Policy 24 Supervision of Staff

POLICY	Healthy Families Florida (HFF) staff receive ongoing, reflective supervision so they are able to develop realistic and effective plans to empower families. Supervisors partner with staff, encourage professional and personal development, and provide a safe yet challenging environment to reflect on practice.
STANDARDS REFERENCES	12

Policy 25 Case Review

POLICY	The Healthy Families Florida (HFF) supervisor is responsible for conducting regular case review of each participant's progress with the assigned family support specialist (FSS.) This review includes discussion on any crisis, family progress and barriers to the family's progress.
STANDARDS REFERENCES	4-2.C, 6-1.A-B, 6-2.C, 6-3.E, 12

Policy 26 Site Policies and Procedures Manuals

POLICY	Each Healthy Families Florida (HFF) site is required to have a policies and procedures manual that serves as a guide for delivery of HFF services. The manual must include all policies listed on the Required Policies and Procedures Checklist.
STANDARDS REFERENCES	HFA Best Practice Standard GA-6, HFA Multi-Site System Central Administration Standards Q-3

Policy 27 Personnel Grievance

POLICY	Healthy Families Florida (HFF) personnel grievances by staff in local sites are addressed directly by the employing agency.
STANDARDS REFERENCES	None

Policy 28 HF Lead Agency Subcontractor Grievance

POLICY	Any grievances by subcontractors of Healthy Families Florida (HFF) site lead agencies are addressed by the local HFF site lead agency.
STANDARDS REFERENCES	None

Policy 29 HFF Participant Grievance

POLICY	Any grievances by participants are addressed by the local Healthy Families Florida (HFF) site.
STANDARDS REFERENCES	5-2.A -B, GA-3.A, GA-3.D

Policy 30 HFF Participant Satisfaction Survey

POLICY	Healthy Families Florida (HFF) conducts a participant satisfaction survey annually.
STANDARDS REFERENCES	5-4.A

Policy 31 Technical Assistance

POLICY	Healthy Families Florida (HFF) provides technical assistance (TA) to sites based on their individual and collective needs and the priorities of HFF.
STANDARDS REFERENCES	HFA Multi-Site System Central Administration Standards P-2.5, TA-1

Policy 32 Technical Assistance Visits

POLICY	Healthy Families Florida (HFF) provides technical assistance (TA) on-site visits that are individually designed to meet both the needs of the site and the administrative oversight responsibility of HFF.
STANDARDS REFERENCES	HFA Multi-Site System Central Administration Standards P-2.5, TA-1-5

Policy 33 Quality Assurance Visits

POLICY	Healthy Families Florida (HFF) provides annual quality assurance (QA) visits to each site for the purpose of monitoring contract compliance and adherence to Healthy Families America (HFA) standards and HFF Policies and Procedures.
STANDARDS REFERENCES	HFA Multi-Site System Central Administration Standards P-2.4, Q-4, Q-5

Policy 34 Quality Improvement Plans

POLICY	Healthy Families Florida (HFF) requires HFF sites to develop a Quality Improvement Plan (QIP) when significant programmatic or contractual issues are identified by the HFF program specialists during a quality assurance (QA) visit. The HFF site's QIP includes the strategies/steps that the site will implement to address the issue(s). This policy does not preclude or supersede the provisions in the contract with the Ounce of Prevention Fund of Florida/Healthy Families Florida (OPFF/HFF) for termination of contract.
STANDARDS REFERENCES	HFA Best Practice Standard GA-2.B, HFA Multi-Site System Central Administration Standards TA-1-5

Policy 35 Grievances Related to HFF Central Administration Services

POLICY	Healthy Families Florida (HFF) addresses grievances related to technical assistance (TA) and quality assurance (QA) provided by HFF.
STANDARDS REFERENCES	HFF Multi-Site System Central Administration Standards P-4

Policy 36 Statewide and Local Research/Evaluation Regarding Participants

POLICY	Participation in any research/evaluation related to Healthy Families Florida (HFF) program participants is voluntary. HFF ensures participant privacy, voluntary choice, and confidentiality with regard to research conducted by or in cooperation with the HFF program. All research and evaluation proposals must be approved by the Ounce of Prevention Fund of Florida (OPFF) prior to implementation and communicated to Healthy Families America (HFA).
STANDARDS REFERENCES	GA-3.E, GA-7.D

Policy 37 Reporting Child Abuse and Neglect

POLICY	As mandated reporters, it is the responsibility of Healthy Families Florida (HFF) staff to immediately report all cases of suspected abuse, abandonment, or neglect to the Florida Abuse Hotline
STANDARDS REFERENCES	GA-4

Policy 38 Child Removals and Deaths

POLICY	When a Healthy Families Florida (HFF) focus child (FC) or other child (OC) is removed from the care of the participant due to alleged maltreatment or special conditions, and/or when an enrolled child dies from any cause, the site must follow the procedures for submitting a Serious Incident Report (SIR) and the appropriate documentation.
STANDARDS REFERENCES	GA-4

Policy 39 CPS Involvement

POLICY	Every Healthy Families Florida (HFF) site must have a policy for reviewing families that are involved in Child Protective Services (CPS). CPS involvement means an investigation or case management services. The policy must include the process for checking and using information from Florida Safe Families Network (FSFN) to provide the most appropriate services.
STANDARDS REFERENCES	None

Policy 40 Child Abuse and Neglect Outcomes

POLICY	Program managers or an authorized Florida Safe Families Network (FSFN) user must look up the names of children served by their site that had findings of abuse or neglect during the 12-month reporting period for the HFF Child Maltreatment Outcomes. Every site must have a policy for reviewing families that become involved in Child Protective Services (CPS).
STANDARDS REFERENCES	None

Policy 41 Death of a Participant

POLICY	Each Healthy Families Florida (HFF) site must have a policy that specifies immediate notification of the program manager and/or supervisor and HFF program coordination unit in cases of a participant death. The policy must specify that staff is offered grief counseling and how support is provided to the family.
STANDARDS REFERENCES	GA-5, 5.A-B

Policy 42 Change in Primary Participant

POLICY	HFF sites have the option of changing primary participants when the original primary participant is no longer available or interested in home visits in order to continue services to the family and focus child (FC).
STANDARDS REFERENCES	None

Policy 43 Transferring Families

POLICY	Healthy Families Florida (HFF) ensures that services are not interrupted when a family moves out of the original service area. If an enrolled family moves to another part of the state where HFF services are offered and wishes to continue to receive services, the family will be transferred to the site that serves their new area of residence. Families that move to Florida from an out-of-state Healthy Families America (HFA) program may also continue program services with an HFF site.
STANDARDS REFERENCES	4-1.B

Policy 44 Re-Enrollment of Families

POLICY	Families may re-enroll in the Healthy Families Florida (HFF) program if they meet specific criteria. HFF sites have discretion regarding re-enrolling families that have left the program prior to completion if they meet specific criteria.
STANDARDS REFERENCES	4-1.B

Policy 45 Subsequent Births During Services

POLICY	Healthy Families Florida (HFF) offers voluntary services to families for up to five years following the birth of the child. If the family has a subsequent birth while enrolled, the subsequent child does not initiate a new five-year enrollment period.
STANDARDS REFERENCES	None

Policy 46 Development and Revisions of HFF Policies and Procedures

POLICY	The Healthy Families Florida (HFF) policies and procedures are reviewed annually or more frequently based on changes to Healthy Families America (HFA) standards, evaluation results, funder requirement or a need for quality improvement.
STANDARDS REFERENCES	HFA Multi-Site System Central Administration Standards P-1

Policy 47 Affiliation with HFA

POLICY	Healthy Families Florida (HFF) requires all sites within the multi-site system to be affiliated with HFF and Healthy Families America (HFA).
STANDARDS REFERENCES	HFA Multi-Site System Central Administration Standards P-3

Policy 48 Confidentiality of Participant Information

POLICY	Healthy Families Florida (HFF) ensures strict confidentiality for each program participant.
STANDARDS REFERENCES	HFA Multi-Site System Central Administration Standards P-2.6

Policy 49 Temporary Assistance for Needy Families Requirements

POLICY	Healthy Families Florida (HFF) sites report the Temporary Assistance for Needy Families (TANF) eligibility status of all participants, and the number of pregnant women and families who are not citizens or legal U.S. residents.
STANDARDS REFERENCES	None

Policy 50 Serving Other Children

POLICY	Recognizing that Healthy Families Florida (HFF) serves the entire family, staff will do everything possible to address the needs of non-focus children (other children). Staff will include discussions of other children (OC) during supervision.
STANDARDS REFERENCES	None

Policy 51 Documentation of Home Visits

POLICY	Healthy Families Florida (HFF) staff must use the HFF Home Visit Record (HVR) template for documenting all home visits.
STANDARDS REFERENCES	6-3

Policy 52 Use of Social Media and Electronic Communication

POLICY	HFF sites and lead agencies may use social media as part of their public awareness strategy. Social networking sites are not to be used for personal communications with individual participants or about individual participants. All personal communication with or about participants and families must use HIPAA-compliant platforms.
STANDARDS REFERENCES	None

Policy 53 — Providing Services to the Deaf or Hard of Hearing and Limited English Proficient Persons

POLICY	Healthy Families Florida (HFF) sites focus on creating equitable access to services for all families, including those who are deaf, hard of hearing (DHOH) or limited English proficient (LEP). All HFF services will be in accordance with section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA), the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard of Hearing," and the Title VI of the Civil Rights Act of 1964 as amended.
STANDARDS REFERENCES	None

Policy 54 — HFF Lead Agency Dispute Resolution

POLICY	Any dispute concerning performance of the subcontract or payment for services shall be negotiated amicably and decided by the Ounce of Prevention Fund of Florida (OPFF) and the Healthy Families Florida (HFF) executive director.
STANDARDS REFERENCES	None

Policy 55 — Mandatory Reporting Requirements

POLICY	Healthy Families Florida (HFF) sites must report critical incidents related to participants, children, staff, and program implementation to the HFF central administration.
STANDARDS REFERENCES	HFA Multi-Site System Central Administration Standards P-5, A-9

Policy 56 — Cultural Humility

POLICY	Healthy Families Highlands strives to ensure the program staff is culturally sensitive, respectfully, inclusive, and accepting of diversity.
STANDARDS REFERENCES	None

Policy 57 Records Retention Policy

POLICY	Healthy Families Highlands follows the retention of records schedule as outlined in its subcontract with the Ounce of Prevention Fund of Florida, Inc.
STANDARDS REFERENCES	None

Policy 58 Budget Management

POLICY	Healthy Families Highlands has a written budget and the expenditures are monitored so that the financial resources are managed in a way that they support program activities.
STANDARDS REFERENCES	

Policy 59 Healthy Families Highlands Advisory Board

POLICY	Healthy Families Highlands has a community advisory board that services in an advisory capacity or governing capacity in the planning, implementation, and continuous quality improvement of sire-related activities.
STANDARDS REFERENCES	GA -1

RESOLUTION NO. 23-24-79

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE HEALTHY FAMILIES HIGHLANDS POLICY MANUAL; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF POLICY MANUAL; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County adopts and maintains various policies in order to ensure the most efficient and effective performance of its County Departments and to better express the vision of the County and the operations thereof; and

WHEREAS, Healthy Families Highlands is a division of the Highlands County Community Programs Department and Healthy Families Highlands is required to have a policy manual pursuant to the Healthy Families America Governance and Administration Standards; and

WHEREAS, Healthy Families Highlands has developed a Policy Manual to serve as an operational guide for the proper delivery of Healthy Families Florida services to the citizens of Highlands County; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County to adopt the Healthy Families Highlands Policy Manual which governs day-to-day activities and operations of the Healthy Families Highlands division of the Community Programs Department.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUTY, 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. Adoption of Policy Manual. Highlands County hereby adopts the Healthy Families Highlands Policy Manual attached hereto as **Exhibit "A"**.

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

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to the

Healthy Families Highlands Policy Manual, 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 City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 2nd day of April, 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT "A"
Healthy Families Highlands Policy Manual

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Cynthia Acevedo, Healthy Families Program Manager/Community Programs Assistant Director**
SUBJECT/TITLE:	**Request approval of Budget Amendment 23-24-058, realigning project 22004 funding as approved and outlined in the 23-24 Healthy Families Lapse Plan.**

STATEMENT OF ISSUE

On February 28, 2024, the 23-24 Healthy Families Highlands Lapse Plan was approved by Healthy Families Florida to move unexpended salary grant dollars to other approved budget categories. The approval of this lapse plan requires a realignment of the FY 23-24 Healthy Families Highlands budget.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-058, realigning project 22004 funding as approved and outlined in the 23-24 Healthy Families Lapse Plan.

FISCAL IMPACT

There is no fiscal impact with the realignment of $3,880.00 from account 51200Z (Project Regular Salaries) to account 54000Z (Project Travel & Per Diem), account 55200Z (Project Operating Supplies), and account 55403Z (Project Education & Training) in the amounts of $640.00, $3,000.00, & $240.00, respectively.

Attachments: 23-24-058 Proj 22004 Healthy Families Realignment (BA).pdf
FY23-24 Approved HF HIghlands Expenditure Analysis and Lapse Plan.pdf

REVIEWED
O.M.B DEPARTMENT
March 6, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **2/16/2024** SUBMITTED BY: **Cynthia Acevedo**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5229**

PROJECT(S) #: **22004** PROJECT TITLE(S): **Healthy Families** COST CENTER TITLE(S): **Healthy Families Highlands**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	5229	51200Z	Project Regular Salaries	22004	225,510.00		3,880.00	221,630.00
E	005	5229	54000Z	Project Travel & Per Diem	22004	0.00	640.00		640.00
E	005	5229	55200Z	Project Operating Supplies	22004	0.00	3,000.00		3,000.00
E	005	5229	55403Z	Proj Educ & Training	22004	0.00	240.00		240.00

REASON: **Approved grant lapse funding requires a realignment of the FY23-24 Healthy Families budget.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-058

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

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

FY 23-24 Expenditure Analysis and Lapse Plan

Site Name: **HF Highlands**

Prepared by: Cynthia Acevedo

Revised by: CA & SG by Phone

Date: 2-16-24

Date: 2.19.24

HFF Use Only	
Approved by:	R. Sheetz
Date:	**2/28/2024**
Emailed site:	**2/28/2024**

Line		Projected Amount Funds Unexpended by 6/30/2024	Requested Amount to Reallocate	Amount Approved by OPFF	Description of proposed expenditures to spend anticipated lapse funds. Justification for expenditures must be detailed and include an explanation of the need, purpose and intended use of the expense or items to be purchased. List each item separately; include quantity, unit cost and total dollar amount.
A	Salaries and Wages	$9,000.00	$ -	$ -	$9,000 projected lapse amount. Requesting to move the complete amount with final projected unexpended =$0.00
B	Taxes	$ -	$5,120.00	$ -	The Retirement benefits for employees increased from the original projection at the time of budget development. Request move of **$5,120** to offset some of this increase.
C	Consultant/Contract	$ -	$ -	$ -	
D	Other consultants	$ -	$ -	$ -	
E	Participant education	$ -	$ -	$ -	
F	Consumable supplies	$ -	$ -	$ -	
G	Assistance to participants	$ -	$3,000.00	$ -	Diapers=40 @25.00 box = **$1,000** 2- 20 packs of wipes @17.50 =**$35.00** Car Seats 10 @$100.00 =**$1,000**. Home safety itmes: safe sleep kits, smoke alarm, corner covers, outlet plugs, etc. **$965**.
H	Office expenses	$ -	$ -	$ -	
I	OCO	$ -	$ -	$ -	
J	Lease/Rent	$ -	$ -	$ -	
K	Maintenance	$ -	$ -	$ -	
L	Insurance	$ -	$ -	$ -	
M	Staff travel	$ -	$ -	$ -	
N	Conferences/Training	$ -	$880.00	$ -	HFFAT Training 1 staff = hotel $107 x 2 nights =**$214**, DV training 1 staff hotel rate =@ $**192**. Supervisor Summit hotel $117 night x2 = $**234,** 2 Core training fees @ $120.00 =**$240.00**
O	Membership/fees	$ -	$ -	$ -	
P	Advertising	$ -	$ -	$ -	
Q	Outside Printing	$ -	$ -	$ -	
R	Other Allowable	$ -	$ -	$ -	

FY 23-24 Expenditure Analysis and Lapse Plan

	Admin	$ -	$ -	$ -	
	Total	$9,000.00	$9,000.00	$ -	
			Notes:		
	Projected Unexpended Amount	$9,000.00			
	Proposed to Spend	$9,000.00			
	Approved to Spend	$ -			
	Total Unexpended Amount	$9,000.00			

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:	**Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the City of Sebring for Operation and Maintenance of the Recreational Facilities**

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 19, 2023, for a total of $375,000 for FY 23/24 recreation reimbursements for the municipalities: $125,000 for Sebring, $125,000 for Avon Park and $125,000 for Lake Placid.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County, Florida and the City of Sebring for Operation and Maintenance of the Recreational Facilities.

FISCAL IMPACT

There is a fiscal impact to Fund 005 (General) of $125,000 for the City of Sebring Recreation Interlocal Agreement that was approved in the Adopted Budget for FY 23/24 to be reimbursed from Cost Center 6101 (Recreation), Account 54914 (Sebring).

Attachments: Sebring Rec Interlocal 4.2.24.pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE CITY OF SEBRING FOR OPERATION AND MAINTENANCE OF RECREATIONAL FACILITIES

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the CITY OF SEBRING, 368 South Commerce Avenue, Sebring, FL 33870, hereinafter referred to as the "CITY", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

WHEREAS, Florida Statutes, Section 163, authorizes the CITY and COUNTY to enter into an Interlocal Agreement for the provision of efficient and effective services; and

WHEREAS, the CITY owns operates and maintains certain recreational facilities which are utilized by both CITY and COUNTY residents; and

WHEREAS, the CITY has requested that the COUNTY cooperate and work with the CITY for the purpose of funding the maintenance and operation of such certain recreational facilities; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interest to enter into an Interlocal Agreement for the purpose of allocating the funds necessary for maintenance and operation of the designated recreational facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the CITY and the COUNTY hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the CITY and used by CITY and COUNTY residents.

3. Procurement. The parties agree that, where applicable, the CITY shall be responsible for all bidding, contracting and supervision of any outside vendors. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.

4. Terms.

   A. The CITY owns, Operates and Maintains public recreation facilities located in the incorporated area of the CITY. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the CITY. The CITY has requested that the COUNTY assist the CITY in providing the funding required to operate and maintain the public recreation facilities listed on **Exhibit "A"** to this Agreement during fiscal year beginning on October 1, 2023, and ending September 30, 2024.

B. The COUNTY agrees to obligate and make available to the CITY up to $125,000 to be used for actual operation and maintenance expenditures as provided in the CITY adopted recreation budget as contained in **Exhibit "B"** for the recreation facilities listed on **Exhibit "A"**.

C. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.

5. Accounting. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Termination. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The CITY acknowledges the requirements of Florida Statutes, Section 448.095, and the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) which is incorporated herein by reference. To the extent applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CITY shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CITY shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CITY stating that the subcontractor does not employ,

contract with or subcontract with any ineligible individuals and the CITY must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

9. Default. Upon the occurrence of any event of default by the CITY, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Interlocal Agreement shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

10. Indemnification and Sovereign Immunity.

A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

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

11. Entire Agreement. This Agreement, and any amendments hereto, constitutes the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

12. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the

COUNTY and to the CITY. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CITY shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

CITY: CITY of SEBRING
Attention: City Administrator
368 South Commerce Avenue
Sebring, Florida 33870

13. Governing Law and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.

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

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

16. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

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

18. Recording. The CITY shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the COUNTY.

IN WITNESS WHEREOF, this Interlocal Agreement is hereby effective on the date signed by the last party.

DATED this _____ day of _____, 2024.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By: _____
Kevin Roberts, Chairperson

Attest:

_____
Jerome Kaszubowski, Clerk

DATED this 5th day of March, 2024.

CITY OF SEBRING

By: _____
Lenard Carlisle, Council President

Attest:

_____
Kathy Haley, City Clerk

CITY OF SEBRING CORPORATE SEAL FLORIDA

EXHIBIT "A"

List of Facilities

EXHIBIT A

City of Sebring Recreation Facilities – Recreation Interlocal Agreement

Max Long

- Baseball Field #1
- Baseball Field #2
- Baseball Field #3
- Baseball Field #4
- Baseball Field #5
- Baseball Field #6
- T-Ball Field #1
- Softball Field #1
- Softball Field #2
- Soccer Field #1
- Common Areas

Pier Beach

Charlie Brown Park

Skateboard Park

Veteran's Beach

Horseshoe Park

City Hall Tennis Courts

EXHIBIT "B"

Approved Budget

EXHIBIT B

CITY OF SEBRING MAX LONG RECREATION CENTER ESTIMATED TOTAL COST FY 23-24				
FIELD	*FIELD SIZE*	*AGE OF USERS*	*GRASS*	*COST PER YEAR*
BASEBALL #1	300 FT	SENIOR 13-14	BERMUDA-419	$ 32,519.97
BASEBALL #2	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,019.58
BASEBALL #3	300 FT	SENIOR 13-14	BERMUDA-419	$ 32,519.97
BASEBALL #4	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,019.58
BASEBALL #5	300 FT	YOUTH 6-14	BERMUDA-419	$ 32,519.97
BASEBALL #6	300 FT	YOUTH 6-14	BERMUDA-419	$ 32,519.97
T-BALL #1	80-100 FT	CHILD 4-6	BERMUDA-419	$ 31,519.71
SOFTBALL #1	200 FT	GIRLS YOUTH	BERMUDA-419	$ 32,519.97
SOFTBALL #2	200 FT	GIRLS YOUTH	BERMUDA-419	$ 32,519.97
SOCCER #1		ALL	BERMUDA-CELEBRATION	$ 33,982.33
COMMON AREAS			BERMUDA & BAHIA	$ 6,836.54
TOTAL ESTIMATED COST				**$ 329,497.56**

MAX LONG RECREATION CENTER		
JOB DESCRIPTION	*COST PER MONTH*	*COST PER YEAR*
TRASH COLLECTION	$ 322.73	$ 3,872.79
UTILITIES	$ 4,841.02	$ 58,092.24
INSURANCE	$ 355.00	$ 4,259.99
REPAIR & MAINT - CONTRACTS, IRRIGATION, PLAYGROUND, FENCE, NETTING, JANITORIAL,	$ 1,549.11	$ 18,589.38
OPERATING SUPPLIES	$ 1,387.74	$ 16,652.91
OPERATING - MARKING PAINT	$ 251.74	$ 3,020.87
UNIFORMS	$ 28.39	$ 340.68
GAS AND OIL	$ 426.00	$ 5,112.05
CHEMICALS/FERTILIZER	$ 1,290.94	$ 15,491.29
CLAY	$ 92.94	$ 1,115.24
LANDSCAPING		As Needed
TOTAL REPAIR, MAINT, AND OPERATING COST EST	**$ 10,545.62**	**$ 126,547.45**

MAX LONG RECREATION CENTER	
	COST PER YEAR
BASEBALL #1	$ 19,852.83
BASEBALL #2	$ 18,352.45
BASEBALL #3	$ 19,852.83
BASEBALL #4	$ 18,352.45
BASEBALL #5	$ 19,852.83
BASEBALL #6	$ 19,852.83
T-BALL #1	$ 18,852.57
SOFTBALL #1	$ 19,852.83
SOFTBALL #2	$ 19,852.83
SOCCER #1	$ 21,439.11
COMMON AREAS	$ 6,836.54
TOTAL WAGES AND BENEFIT COST ESTIMATE	**$ 202,950.12**
Applied CPI Rate for FY 23-24 (as of January):	6.40%

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST FY 23-24	
	COST PER YEAR
PIER BEACH	$ 21,441.09
CHARLIE BROWN PARK	$ 15,345.16
SKATEBOARD PARK	$ 5,647.68
VETERANS BEACH	$ 45,359.28
HORSESHOE PARK	$ 3,329.49
CITY HALL TENNIS COURTS	$ 2,112.78
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$ 93,235.48**

PARKS & BEACHES	
	COST PER YEAR
PIER BEACH	$ 8,824.33
CHARLIE BROWN PARK	$ 3,593.00
SKATEBOARD PARK	$ 2,942.70
VETERANS BEACH	$ 20,889.94
HORSESHOE PARK	$ 2,155.21
CITY HALL TENNIS COURTS	$ 824.26
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$ 39,229.45**

PARKS & BEACHES	
	COST PER YEAR
PIER BEACH	$ 12,616.76
CHARLIE BROWN PARK	$ 11,752.15
SKATEBOARD PARK	$ 2,704.98
VETERANS BEACH	$ 24,469.34
HORSESHOE PARK	$ 1,174.28
CITY HALL TENNIS COURTS	$ 1,288.51
TOTAL WAGES AND BENEFIT COST ESTIMATE	**$ 54,006.02**

Applied CPI Rate for FY 23-24 (as of January): 6.40%

CITY OF SEBRING MAX LONG RECREATION CENTER ESTIMATED TOTAL COST FY 23-24				
FIELD	*FIELD SIZE*	*AGE OF USERS*	*GRASS*	*COST PER YEAR*
BASEBALL #1	300 FT	SENIOR 13-14	BERMUDA-419	$ 32,519.97
BASEBALL #2	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,019.58
BASEBALL #3	300 FT	SENIOR 13-14	BERMUDA-419	$ 32,519.97
BASEBALL #4	200 FT	YOUTH 6-12	BERMUDA-CELEBRATION	$ 31,019.58
BASEBALL #5	300 FT	YOUTH 6-14	BERMUDA-419	$ 32,519.97
BASEBALL #6	300 FT	YOUTH 6-14	BERMUDA-419	$ 32,519.97
T-BALL #1	80-100 FT	CHILD 4-6	BERMUDA-419	$ 31,519.71
SOFTBALL #1	200 FT	GIRLS YOUTH	BERMUDA-419	$ 32,519.97
SOFTBALL #2	200 FT	GIRLS YOUTH	BERMUDA-419	$ 32,519.97
SOCCER #1		ALL	BERMUDA-CELEBRATION	$ 33,982.33
COMMON AREAS			BERMUDA & BAHIA	$ 6,836.54
TOTAL ESTIMATED COST				**$ 329,497.56**

CITY OF SEBRING PARKS & BEACHES ESTIMATED TOTAL COST FY 23-24	
	COST PER YEAR
PIER BEACH	$ 21,441.09
CHARLIE BROWN PARK	$ 15,345.16
SKATEBOARD PARK	$ 5,647.68
VETERANS BEACH	$ 45,359.28
HORSESHOE PARK	$ 3,329.49
CITY HALL TENNIS COURTS	$ 2,112.78
TOTAL REPAIR, MAINT, AND OPERATING COST ESTIMATE	**$ 93,235.48**

CITY OF SEBRING ESTIMATED TOTAL COST	
	COST PER YEAR
TOTAL ESTIMATED COST- MAX LONG	$ 329,497.56
TOTAL ESTIMATED COST-PARKS & BEACHES	$ 93,235.48
TOTAL CITY OF SEBRING ESTIMATED COST	**$ 422,733.04**

Highlands County

Expenditures By Cost Center - Detail 1 Year

Center: 6101 RECREATION

Fund	Account	Proj/Acct	Title	2022 - 2023 Budget	2022 - 2023 Actuals	Current EOY Projection	2023 - 2024 Request	Variance
005	54913	57200	AVON PARK	$110,000	$0	$0	$125,000	13.6%
			AVON PARK RECREATION REQUEST				$125,000	
005	54914	57200	SEBRING	$110,000	$110,000	$0	$125,000	13.6%
			SEBRING RECREATION REQUEST				$125,000	
005	54915	57200	LAKE PLACID	$110,000	$0	$0	$125,000	13.6%
			LAKE PLACID RECREATION REQUEST				$125,000	
Non Personal Expenditures				**$330,000**	**$110,000**	**$0**	**$375,000**	**13.6%**
Center: 6101 RECREATION				**$330,000**	**$110,000**	**$0**	**$375,000**	**13.6%**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER: **Leah Sauls, Development Services Director**

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Grant for (6) United States Fastpitch Association annual tournaments in Highlands County for years 2024 - 2026.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC), at the regular meeting on January 25, 2024, recommended reimbursing United States Fastpitch Association (USFA) for (6) annual USFA youth softball tournaments held between March and December at the Highlands County Multi-Sport Complex in the years 2024, 2025 and 2026.

The TDC recommends reimbursing up to a total of $60,000.00 for the 2024 tournaments (that being $10,000 per tournament, with $8,000 of that based on room nights at $20/per verified room night); up to a total of $57,000.00 for the 2025 tournaments (that being $9,500 per tournament, with $8,000 of that based on room nights at $20/per verified room night); and up to a total of $57,000.00 for the 2026 tournaments (that being $9,500 per tournament, with $8,000 of that based on room nights at $20/per verified room night).

This grant will be to cover eligible costs associated with venue rental fees, umpires, sanction fees, awards featuring Visit Sebring logo, marketing expenses, and event staffing, and approved reimbursable items under the New Event Grant guidelines for the USFA tournaments.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant for (6) United States Fastpitch Association annual tournaments in Highlands County for years 2024 - 2026.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as there are funds budgeted in the current fiscal year for marketing said events. The 6 annual USFA tournaments are eligible for $60,000.00 for Year #1 (2024), $57,000.00 for Year #2 (2025), and $57,000.00 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: Grant Contract - USFA Multi-Events New Event Grant 2024 - 2026 _ATTACHMENT A.pdf
USFA Signed_Grant Contract - USFA Multi-Events New Event Grant 2024 - 2026.pdf

New Event Grant Funding Program

Guidelines & Application

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners.

Approved by TDC on August 10, 2023

Approved by the Highlands County Board of County Commissioners on September 19, 2023, through Resolution No.: 22-23-186

NEW EVENT GUIDELINES

Funding is available for New Events staged in Sebring/Highlands County by organizations that attract large numbers of visitors from outside Highlands County.

Consideration for New Event funding is determined by scoring, the number of room nights and the overall economic impact the Event will bring to Sebring/Highlands County. Any per room funding level will be determined strictly based on $20 per each verified room night that the Event brought to Sebring/Highlands County lodging partners.

New Event Criteria

For New Events (years 1-3) in Sebring/Highlands County, which have not been held previously in Highlands County, with plans to be a re-occurring event that will increase out-of-county attendees each year during April-December - grant program requirements include:

1. At least a two-day event with at least one overnight (either night or early morning) component
2. Funding is not intended to support administrative costs. Funding is intended to support marketing and promotional efforts, venue/site rentals and costs directly related to hosting the event, etc.
3. The Visit Sebring logo block must appear prominently in all advertising and publicity (written or electronic) for the Event.
4. Hotels/accommodations secured for the Event must be located within Highlands County.
5. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check or credit card receipt. Cash receipts will not be accepted for reimbursements.
6. The TDC will only pay the agreed upon facility fees directly to the Applicant upon submission of the receipt showing payment in full.
7. To be eligible for payment, Applicant must timely submit completed, signed and verified Room Block Report(s)/Room Night Certification Form(s). Failure to submit completed Room Block Report (s)/Room Night Certification Form(s) will result in disqualification for support. Applicant must provide the written report including documentation of the actual room nights generated in comparison to the initial room night guarantee indicated in the application not more than 60 days after the Event/Project concludes. It is the responsibility of Applicant to provide proof of room

nights generated. This is not the responsibility of Visit Sebring. Visit Sebring staff may confirm accuracy of the Room Night Verification Form at staff discretion. Any funds granted will be subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative the County may designate.

8. To qualify for reimbursement, Applicant must provide proof of liability and/or medical insurance from the host organization. A Commercial General Liability Insurance Policy should be obtained for the Event of $500,000 / $1,000,000 limits, or in an amount as otherwise required by Highlands County, with the "Highlands County, a political subdivision of the State of Florida, its officials, employees and volunteers" being named as an additional insured on the policy. The term of coverage must include not only all days of the Event, but set up days and take down days, as well.

9. The TDC may lend assistance or administer funds approved in the form of advertising, public relations, promotions or marketing programs through an outside vendor on behalf of Applicant.

10. Recognition of Visit Sebring must be included where appropriate on all marketing materials, on Applicant's website & referred to in public relations activities. All printed materials with the Visit Sebring logo must be presented with the reimbursement request.

11. Upon approval of funds, Applicant must provide at least four (4) media passes for use by TDC staff to attend and cover the Event for the TDC's marketing and public relations purposes.

12. Applicant is to have only one designated contact (Designee) for the duration of the Event Funding process. Designee is responsible for turning in all application documents, as well as follow up paperwork needed prior to the Event. Additionally, Designee will be responsible for executing the funding contract and providing a W-9 for Applicant. Funds will be released only to Designee upon completion of post-Event documentation and room night certification. Should Designee change at any point during the process, written notification to the TDC office is required. Failure to provide notification will adversely affect funding.

13. If any details (date, time, name of event, etc.) change prior to the Event execution, a letter must be sent to the TDC office advising of the changes. Date changes require a vote by the TDC and Amendment to Grant Agreement and must be submitted 90 days prior to the originally approved date or new date (whichever is first).

14. By submission of an application, the Applicant grants Highlands County and all of its employees, officers, contractors, subcontractors, volunteers, and agents (collectively referred to in this paragraph as "Highlands County representatives"), the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or made in relation to the Event/Project, including those of Applicant's employees, volunteers, invitees, and those that contain Applicant's name, artwork, logo or trademark, for use by Highlands County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videos or recordings. Applicant affirms that Applicant is the legal owner of any artwork, logo or trademark used by Applicant and acknowledges that Highlands County is relying on this representation and to the extent there is any claim by any third party against Highlands County or its representatives, Applicant will indemnify and hold Highlands County and its representatives harmless as to any such claim or damages arising from such claim. Applicant is required to grant Highlands County permission for the photographs, digital images, video, or recordings to be used in their entirety and/or edited versions as deemed necessary by Highlands County. Applicant accepts and understands those items will become the property of Highlands County and all rights to inspect or approve those items, as well as any royalties or other such compensation are waived. Applicant further grants Highlands County permission to use the photographs, digital images, videotapes or recordings at any time in the future without provision of notice. Highlands County's use may include use for trade, commercial and advertising purposes, to promote the product or service of Highlands County, and to simply report happenings in Highlands County, and may include the use of items on Highlands County websites. Applicant shall inform its invitees of Highlands County's intentions and rights as described in this paragraph and obtain executed Release and Waivers from the Applicant's invitees, as a requirement to participate in the Event.

NEW EVENT FUNDING REQUEST LEVELS

There is a maximum funding level of $20,000 for year #1 and $10,000 for years #2 and #3 based on scoring with opportunity for an additional $20/verified room night reimbursement based on verified rooms. The guaranteed number of room nights stated by the Applicant does not guarantee the level of funding at which the Event may be approved. The final funding recommendation will be based on the TDC's soles and absolute discretion. As an example, if the TDC believes Applicant has overstated the room nights, the TDC has the right to place the application at a lower funding level without providing justification for its decision. All requests will be submitted as a recommendation by the TDC to the Highlands County Board of County Commissioners which makes the final decision.

Exceptions for Extraordinary Circumstances

While it is not possible to legislate for the unknown, it is possible to identify and anticipate the potential for exceptional circumstances. The TDC may recommend increasing funding in extraordinary circumstances. These extraordinary circumstances will be reviewed on a case-by-case basis for consideration and recommendation to the Highlands County Board of County Commissioners for final approval.

For Grant Funds tied to Room Verifications, the TDC will only reimburse for actual, verified room nights only. For example:

If the TDC approved a grant for $22,000 ($20,000 base + $2,000 for verified room night) for an event that guaranteed 100 room nights and the event actually only generated 30 total room nights, the TDC would determine the total percentage of what was produced based upon what was guaranteed by taking 30/100= 30%. The maximum total amount awarded in this case based upon the % formula would be 30% of $2,000 which equals $600. Therefore, the maximum awarded would be $20,600.

ELIGIBLE USE OF FUNDS

The following outlines how TDT funds are to be used to promote tourism for Highlands County.

1. Out-of-County Advertising Expenses

Advertising and publicity outside of Highlands County to increase participation, attendance and awareness of the Event and generate hotel room nights. The Visit Sebring logo must appear with or in the ad, which must be pre-approved by TDC staff. Advertising examples include:

- Digital Online Advertising: geofencing, social media, retargeting, SEO/SEM, display ads, targeted email campaigns, digital content creation via online storytelling, etc.
- Print: advertising, direct mail, flyers/posters, etc.
- Radio & TV Advertisements placed outside Highlands County
- Public Relations/Media Events
- Targeted Audience Outreach, such as trade show booth rental

2. Promotional Items

TDC funds designated for promotional items must be tied to a direct "experience" with the event (i.e. themed reception, activity, etc.) and the Visit Sebring logo must be included on the promotional item. These items must be pre-approved by TDC before they qualify for reimbursement. Promotional items will only be funded with a robust marketing plan as generating

attendance is the TDC's priority. Please consult TDC staff regarding any direct experience ideas.

3. Event Fees

- A/V equipment rental, entertainment (for events open to public)
- Facility fees - for Events that take place at Highlands County facilities.
- Necessary event-related operational expenses, as approved per Florida State Statute 125.0104 and indicated in the final motion by TDC to approve funding.
- Event fees will only be funded with a robust marketing plan as generating attendance is the TDC's priority.

4. Trophies, Plaques, and Non-Monetary Awards

Items must include Visit Sebring's logo in the design, and be pre-approved by the TDC staff before they qualify for reimbursement. Items will only be funded with a robust marketing plan as generating attendance.

5. Field/Facility Related Expenses

Must be outlined in grant application and will be approved at the discretion of the TDC.

INELIGIBLE USES OF FUNDS:

1. Prize money, scholarships, monetary awards
2. Shirts that are not pre-approved by TDC staff and/or do not include the Visit Sebring logo
3. Any and all travel expenses (includes, but is not limited to, mileage reimbursement, car rental fees, airline tickets, hotel/accommodations, food, luggage fees, etc.)
4. Private entertainment, food, beverages, or any type of concession
5. Annual operating expenditures not directly related to the Event/Project
6. Legal, medical, security, engineering, accounting, auditing, planning, feasibility studies or other consulting services
7. Employee salaries
8. Real property or capital improvements to facilities
9. Tangible personal property including but not limited to office furnishings or equipment
10. Interest or reduction of deficits and loans
11. Expenses incurred or obligated prior to or after the grant Event period
12. Advertising/promotional materials distributed in Highlands County, during or after the Event
13. Receptions/social functions not specifically designed for pre-event promotional purposes
14. Sales tax
15. Website design
16. Ongoing or annual facility maintenance
17. Any use not authorized as determined by the Florida State Statute 125.0104

AUTHORIZATION HISTORY:

Created pursuant to Highlands County Ordinance 17-18-13 and operates in accordance with Florida Statute 125.0104, The **Highlands County Tourist Development Council (TDC)** is a nine-member advisory board to the Highlands County Board of County Commissioners. The TDC (also known as **Visit Sebring**) administers funds collected from the County's 5% Tourist Development Tax (TDT) levied on occupied transient lodging sales, i.e. hotels/motels, campgrounds, and other short-term lodging rentals. The TDT Revenues are designated to promote Sebring/Highlands County as a preferred visitor destination and assist with increasing tourism to the county in the non-peak tourism months.

Uses of the Tourist Development Tax are restricted by Florida Statute and County Ordinance. Simply put, the TDC's Grant Program is permitted only as a means of advertising and promoting tourism. **Therefore, events funded through this program must demonstrate the intent and effect of attracting visitors to Highlands County**.

Event Grant Funding Program

Visit Sebring leads and supports the Highlands County tourism industry by providing innovative marketing programs and promotions to ensure the continued growth of tourism and travel from visitors. The purpose of the High Impact Signature Event Grant Program is to position Highlands County as a must-experience destination in Florida through quality events and initiatives. The TDC recognizes high impact events as a major contributor to the overall tourism economy. In order to assist these high impact tourism events, the TDC has guidelines for events seeking funding.

All requests for funds from organizers (Applicants) seeking to host an Event must be reviewed and approved by TDC Staff, the TDC and the Highlands County Board of County Commissioners (BOCC). Funds that will be submitted for TDC reimbursement cannot be spent until final approval by BOCC has been granted and contract with County has been fully executed. Once a funding amount has been approved, funds tied to room verifications will not be disbursed until after the Event has been completed and both a post-event economic impact report and the final Room Night Verification Form(s) and/or Attendee Verification Form(s) have been produced and timely submitted to the TDC for review.

APPLICATION DEADLINE AND GUIDELINES:

Applications will be reviewed quarterly at TDC meetings as outlined in the schedule below. Applications are due no later than the deadlines listed herein. If the deadline falls on a weekend or holiday, then the applications are **due the last County business day prior to the posted deadline**. One application will be accepted per Event/Project. The application **must be completely filled out**. Not Applicable or N/A should be marked if needed. **To be considered for the maximum award available, applications shall be submitted at a MINIMUM of six (6) months prior to the Event/Project start date.** Exceptions can be made for tournaments with late notice by host organization.

The TDC Staff and TDC will review funding for New Event Funding Requests as outlined on the next page:

Submittal & Meeting Schedule for New Event Funding

Grant Application Submittal Deadline	TDC Meeting*
October 10	Last Thursday in October
January 10	Last Thursday in January
April 10	Last Thursday in April
July 30	Second Thursday in August

ALL FUNDING RECOMMENDATIONS REQUIRE FINAL APPROVAL BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS **Dates are subject to change*

You may e-mail, mail or hand deliver the **ORIGINAL** application to:
Highlands County Tourist Development Council (TDC)
Attn: Reagan Fultz
501 S. Commerce Ave.
Sebring, FL 33870
RFultz@highlandsfl.gov
(863) 402-6909

REIMBURSEMENT/ACCOUNTABILITY:

- Within 60 days after the completion of the Event/Project, Applicant must submit the following:
  - Completed Post Event Report (Page 9-10)
  - Room Night Verification Forms (Page 8) reporting all room nights generated by the event. This includes all staff, competitors, volunteers, spectators, officials, etc. that stayed in paid accommodations, verified directly by a hotel, motel, or vacation rental.
  - Invoice from Grantee to Visit Sebring / Highlands County for reimbursement of TDC/BCC approved funds (addressed to Visit Sebring / Highlands County Tourist Development Council).
  - Collateral supporting the expenses grantee is requesting reimbursed (Vendor receipt(s); or Invoices/Orders with proof of payment in form of front and back copy of cleared check, online payment confirmation, credit card receipt or bank statement). Please refer to Eligible/Ineligible Use of Funds from grant application.
  - Copies/samples of advertising or promotional materials TDC funds are reimbursing expenses for, and proof of Visit Sebring logo included in said advertising or promotional item.
- If original award amount must be prorated due to the actual room nights being less than the guaranteed room nights, an updated invoice will be required with the new award amount.
- The TDC will conduct audits to promote accuracy of attendance and room nights reported in Post Event Report.
- Incomplete reports will not be considered. A request for an extension of the 60-day deadline will require approval from the part of the Tourist Development Council.

ROOM NIGHT TRACKING:

In order to assess the impact of each Event on the Sebring/Highlands County transient lodging industry, the TDC requires the tracking of the number of overnight visitors attending the Event/Project.

Applicant will be required to provide all Highlands County based accommodations where attendees may be staying with room night certification forms and submit the **Room Night Certification Form** (page 8) to the TDC at the conclusion of the Event. Applicant is strongly encouraged to conduct their own room night surveys to verify room nights and hotels in order to complete the **Room Night Certification Form** for back up documentation should there be any discrepancies in determining the total number of room nights generated from the event. All documents verifying room nights must be signed by an authorized representative of the lodging partner.

NOTE: *For the purpose of calculating creditable overnight stays, only rooms subject to Tourist Development Tax shall be included, i.e., rooms exempt from payment of tax or provided on a complimentary (free of charge) basis shall be excluded from the calculation.*

Following the Event, the TDC reserves the right to conduct an audit of information presented for each funded Event. All lodging accommodations listed may be contacted to confirm the number of room nights generated for the Event/Project. **PLEASE NOTE THAT ANY MISLEADING OR FALSE INFORMATION PRESENTED CAN AND WILL ADVERSELY AFFECT CURRENT AND FUTURE FUNDING AWARDS**. Not tracking your rooms and/or visitors could void your post-event funding.

CONCLUSION:

Applicants are encouraged to not contact members of the TDC, Board of County Commissioners or non-TDC County staff in order to provide a fair and equitable process of consideration of each applicant. Applicant may make contact with TDC staff to address any concerns or deliver updates. Additionally, the Event director, fiscal administrator or other contact person may be called upon by TDC staff at any time during the review process.

TDC meetings are held (unless otherwise noticed) on the last Thursday of October, January, April and, and the second Thursday of August. Applicant is required to attend the TDC meeting (either in person or via phone) for which the Event application is scheduled for review. This will be the only opportunity to speak directly to the TDC in regard to the Event application.

Highlands County Tourist Development Council
Room Night Certification Form

A form should be completed by <u>each</u> accommodation that housed event attendees/staff.
Due to the TDC office no later than 60 days after the end of event.

Attention: Hotel Representative / Contact

The Event, _____, was awarded Funding through the Highlands County Tourist Development Council (TDC) to assist in the advancement of bringing additional economic impact through tourism into our community. The purpose of this form is to certify the number of room nights in Highlands County that were attributable to the Event.

Name of Hotel/Accommodation: _____

Contact Person: _____

Telephone: _____ **Email:** _____

TRACKED ROOM NIGHTS							
EVENT NAME							
DATE (s)							
PAID ROOM NIGHTS							
COMP ROOM NIGHTS							

Hotel Contact Signature: _____

The TDC thanks you for your help and partnership in making Highlands County a choice destination!

GRANT APPLICANT: I certify that Event listed above consumed the reported room nights.

Name of Applicant: _____

Signature: _____ **Title:**_____

The TDC reserves the right to unilaterally reduce the maximum amount of reimbursement if Applicant's room night guarantee is not satisfied or documented with this Room Night Certification Form. This SIGNED form must be completed and returned before final payment is delivered to Applicant.

Highlands County Tourist Development Council
Post Event Report

Due to the TDC office no later than 60 days after the end of event.

Event Name: _____ **Event Date(s)**: _____

Event Organizer: _____

1. To the best of your knowledge, please fill in the following with estimates for the number of room nights and attendees resulting from your event:

Total Paid Room Nights: _____

Attendee Origin & Type

	From Out of State	Overnight, From Florida	Day Trip/In State	Average # of Nights Stay
Participant/Coach/Official				
Spectators				
Media				
Totals:				

2. Were there any extenuating circumstances that lead to actual attendance or room night generation falling below projections? If yes, what were those circumstances:

_____

_____

3. Did your event garner any media coverage? If yes, please describe in detail.

_____

_____

_____

4. Was your event a room night generating event? If yes, please submit completed "Room Night Certification Form(s)", found on page 8 of the grant application. One (1) form must be submitted for each participating hotel/accommodation.

Note: If any attendees stayed in Airbnb/VRBO/Short Term Rentals, please complete a form for those as well, with explanation of how you confirmed those numbers.

Event Organizer Signature: _____ Date: _____

Please submit this completed report within 60 days following your event. To review additional items required to be submitted for reimbursement process, see page 6-7 of Grant Application.

APPLICATION

GENERAL INSTRUCTIONS
The application **must be completely filled out**. Not Applicable or N/A should be marked as appropriate.

Copies of the following items must be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W-9 tax form for post-Event payment
- Overall & detailed Marketing Plan for the Event. This plan must outline product (event); market position/competitive analysis; target audience; target markets; marketing goals, objectives and tactics; market strategy; budget and evaluation metrics.
- Business plan outlining how the re-occurring event will increase out-of-county attendees each year
- Example of proposed Visitor/Attendee Survey

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $_____

Year 1 (2024): 60,000 ($12,000 base + $48,000 room night) = $10,000/tourn.
Year 2 (2025): 57,000 ($9,000 base + $48,000 room night) = $9,500/tourn.
Year 3 (2026): 57,000 ($9,000 base + $48,000 room night) = $9,500/tourn.

I. General Information

1. Name of Applicant: **USFA Softball**
2. Name of Event: **USFA Softball Tournaments**
3. Contact person: **Kim Largin**
4. Contact person e-mail: **kim.largin@usfastpitch.com**
5. Complete address of Applicant: **6059 Hillside Heights Dr. Lakeland, FL 33812**
   Cell phone: **352-255-7806**
6. Applicant's Chief Official/Event Coordinator: **Kim Largin**
   Title: **Director**
   Address if different from above: **See above**
   Cell phone: **See above**
   Email: **See above**
7. Has Event ever received funding from the TDC? Yes No
   a. If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: $
9. Intended use of funds: **venue rental fees, umpires, sanction fees, awards, marketing, event staffing**

(Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization)

USFA is a youth softball organization hosting tournaments for teams statewide

III. Schedule of Event:

See enclosed Schedule of Events

IV. Event Specific Information

1. Event name: **USFA Softball Tournament**
2. Type of event: **Youth Softball Tournament**
3. Dates of Event: **4/20 - 21; 5/4 - 5; 5/25 - 26; 6/22 - 23; 9/7 - 8; 11/9 - 10**
4. Location of Event: **Highlands County Sports Complex**

1. Number of days: **12** Hours: **8AM - 6PM tournament play per day = 120 total all events**
2. Projected number of attendees (if sport, include participants, coaches, officials): **2,700 total (450/ tourn.)**
   Overnight, out of state: Overnight, in-state: **1,800 (300/tourn.)** Day Trip: **900 (150/tourn.)**
3. Projected number of spectators per day (if applicable): **2,550 (425/tourn.)**
   Overnight, out of state: Overnight, in-state: **1,350 (225/tourn.)** Day Trip: **1,200 (200/tourn.)**
4. Projected number of media, staff, officials: **120 (20/tourn.)**
   Overnight, out of state: Overnight, in-state: **90 (15/tourn.)** Day Trip: **30 (5/tourn.)**
5. Event/Project promoter (if other than Applicant): **Airstream Ventures, LLC**
   Name of promoter: **Alan Verlander**
   Company name: **Airstream Ventures**
   Contact name: **Alan Verlander**
   Address: **1859 E. Adams St., Jacksonville, FL 32202**
   Phone: **904-412-6070 (mobile)**
   Email: **alan@airstreamventures.com**
   Website: **airstreamventures.com**

11. Event Admission Price (if applicable) **No gate fee, free to spectators**

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) **Number of Room Nights: 2,400 (400/tourn.)**

13. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES?
Number of attendees: 5,370 total (895/tourn.)
(*Please answer each question below or your application will be deemed incomplete*).
   a. How many/what percentage will be traveling to the event from outside the county? **~80%**
   b. How will you document the attendees and the out-of-county percentage? **Team registration**
   c. Will you be providing the TDC with attendee contact information? **N/A**

14. Provide the previous year's event information, (if applicable):

Previous Event or Project:
Date:
Location:
Total Room Nights:
Contact Name/Phone:
Funding amount awarded:
Economic Impact (If available):

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Team Entry Fees	**37,800**
Visit Sebring/TDC Funding Request	$ **60,000**
TOTAL INCOME ALL SOURCES	$ **97,800**

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Speakers, Signage, Insurance, etc.)	**Expense Amount**
Hotels for Staff	**6,000**
Umpires	**27,000**
Awards	**12,000**
Sanction Fee	**3,000**
Rental Fee	**12,000**
Portalets	**12,000**
Event Staffing	**9,000**
Marketing	**9,000**
	$
TOTAL EVENT EXPENSES	$ **90,000**
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Umpires	**27,000**
Sanction Fee	**3,000**
Venue Rental Fee	**12,000**
Marketing	**1,500**
Event Staffing	**1,500**
TOTAL TDC EXPENSES	$ **60,000**

The United States Fastpitch Association (USFA) is a multi-state youth girls fastpitch softball organization. We sponsor events in 18 states for players ages 8 to 18. For the last 25 years, our season has concluded with the USFA World Series in Panama City Beach, Fla. Our World Series annually brings in over 400 teams from more than 20 states during the two-week event.

Our organization, USFA Florida, has been sponsoring events in Florida since 2015. We have grown exponentially year-to-year and currently operate close to 40 events each year in Central Florida (Tampa, Polk County, Bradenton, Lake City, Sebring) and North Florida (Panama City Beach, Tallahassee, Pensacola, Perry) and other locations. Each one of our weekend events average approximately 25 teams with an economic impact of 425 adults each weekend. Many of our events bring in 50-plus teams for a single weekend with double the impact. Our economic impact annually for Polk County alone, where we play twice a month, is several million dollars.

Our events are always two days -- meaning our teams stay in hotels, buy gas, Gatorade and snacks at the convenience and grocery stores, eat at local restaurants, etc.

I remember attending softball events in Sebring through the years when my daughter (now 27) was playing. We were always impressed with the facilities, restaurants and lodging options. Now it is our opportunity to introduce a new generation of softball teams to the many great things Sebring has to offer.

More than 400 teams are sanctioned and play with USFA each year in Florida. We reach out to these teams every week via direct contact through emails and texts, as well as running ads twice per week on Facebook and numerous youth softball pages on Facebook. We also operate the Facebook page Central Florida Fastpitch teams, a site with 7,700 current members!

We design a flyer for every event we sponsor. These flyers are shared via Facebook, email and text to every one of the over 400 sanctioned teams each week. We also announce our schedule for the fall season in June, and begin marketing all of the events at that time. As the Sebring events draw closer, we will increase the number of outreach efforts.

Post-Event Recap and Follow-Up

- Attendees will be sent a post-event recap to complete through Google Forms

Post-Event Attendee Survey

1. Where did you stay while in Sebring Area/Highlands County?

   _____

2. How many nights were you here?

   _____

3. What did you do during your stay?

   _____

4. Did you attend any restaurants while visiting?

   _____

5. In your opinion, how could Highlands County improve tourism services and/or offerings?

   _____

6. Would you visit Highlands County again?

   _____

SMART Objective Worksheet

Draft Goal:

Definition	Your Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	Driving people to downtown Sebring throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Sebring as an area on the rise.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebrings vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Final Goal:

Increase tourism and create a lasting event in Sebring.

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany grant application.

Initials

KZ This application is being submitted at least four months (120 days) prior to the event start.

Date of Event: 4/20-21; 5/4-5; 5/25-26; 6/22-23; 9/7-8; 11/9-10
Date of Application: 1/19/24

KZ I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on 6/20; 7/4; 7/25; 8/22; 11/7; 1/9 (date 60 days after event ends).

KZ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by 1/25/24. (date one week after the application is submitted to and accepted by the Tourism Office)

KZ I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website, VisitSebring.com. I will also use the #VisitSebring hashtag on at least one event social media post.

KZ I have included an IRS **W-9 Form** and a copy of the Florida Division of Corporations form with the application.

KZ I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

KZ I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

KZ I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

KZ I understand each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the

number of people your ad reached outside Highlands County and inside Highlands County.

I understand Reimbursement will only be provided at a rate of $20/verified room night. And all funds will only be reimbursed after the event is complete.

I agree that the funds I receive will ONLY be used in accordance with the eligible and ineligible uses of funds. (pages 3-4)

I understand that I am required to submit a **Room Night Certification Form** from each participating hotel in order to track the number of hotel room nights the Event produces in order to receive funding. (page 8)

I have reviewed the **Highlands County Special Event Permit Flow Chart** and will proceed with any required county permits. (Contact: Rachel Barry; (863) 402-6638)

I have included a list of my business/organization's current Officers and/or Board members (if applicable) with the application.

I will provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Highlands County Tourism Office" as additionally insured no later than 15 days before the event begins. If required, I will also provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Florida Sports Foundation" as additionally insured no later than 15 days before the event begins.

I have included a detailed **Marketing Plan** for the Event.

I have included a sample **Visitor/Attendee Survey** for the Event, and will submit survey results to the Visit Sebring office no later than 60 days after the event takes place.

As an authorized representative of Applicant, I (the person submitting this application) acknowledge that I am also the person required to execute the contract and prepare the **Post-Event Report** (page 9-10) for the Event within 60 days after completion of event to receive payment. This report should include: total number of participants, total number of coaches, spectators, staff, media, etc., information regarding where attendee came from, feedback about destination (what did they like/not like).

I also acknowledge that I am required to submit documentation that confirms my authority to act on behalf of the Applying Organization, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists me (the person submitting the Application) as an officer who has statutory authority to represent and bind the Applying Organization.

I acknowledge that any material made or received by Highlands County in connection with my request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not

subject to disclosure. I acknowledge that I cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

KC I understand that as a requirement to receiving funding, I will execute a release to permit Highlands County to photo and/or record the Event and I must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

KC I understand that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

KC I understand that this event may require a Highlands County Special Event Permit, and it is up to me to complete that permit request and pay the required permit fee.

Authorized Agent: KC Kim Largin

Title: Director *Date:* 1/19/24

Authorized Agent Signature: KC

CRITERIA FOR EVALUATION OF APPLICATIONS
New Event Grant Program

Applications will be scored by TDC staff with a maximum score of one hundred (100) points per applicant. These staff scores will accompany the grants when presented to the TDC for voting. To be eligible for maximum funding based on scores, the Event must score at least an 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

I. Commitment to the Expansion of Tourism in Highlands County – Maximum 25 points
Purpose: Grant will be evaluated based on evidence of the overall tourism impact of out-of-county tourists. Expectation of the required number of estimated overnight room nights & event attendees should be shown & supported by the event marketing plan & any previous event attendee history.

1. High Impact (25 points): Multi-day event that expects to attract 700+ estimated overnight room nights and/or 5,000+ attendees with verification that at least 20% of attendees reside outside Highlands County
2. Medium Impact (15 points): Multi-day event that expects to attract 250+ estimated overnight room nights and/or 2,500+ attendees with verification that at least 10% of attendees reside outside Highlands County.
3. Low impact (5 points): Multi-day event that expects to draw less than 250 estimated overnight room nights and at least 500 attendees with no verified information of how many attendees reside outside Highlands County.

II. Soundness of Proposed Event – Maximum 25 points
Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out-of-county advertising plan. Please use the SMART Objective Worksheet (on page 9) to complete this section.

1. Objectives are clearly defined on SMART Objective Worksheet (5 points)
2. Objectives are not defined well or not defined on SMART Objective Worksheet (0 points)

<u>Additional Funding Sources/Budget</u>

1. Specific additional funding sources defined on application & confirmed for funding (10 points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

<u>Out of County Advertising/Marketing Plan</u>
A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, budget and metrics/measurables.

1. Specifically defined on the application (10 points)
2. Identified but not specifically defined on the application (5 points)
3. Not defined on the application (0 points)

III. Stability and Management Capacity – Maximum 25 points

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacity of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

Digital Presence – Considerations - How well is the applying event represented on online, digital platforms designed to attract tourists? For example, does the applying event describe the destination in an enticing way to attract visitors? Does the applying event provide a host hotel or hotel recommendations? Does the applying event suggest other activities to do in the area?

a. Event has a mobile-friendly website that is current on website design trends and actively posting quality content (at least once a week) on at least one social media channel as the event itself (not host organization) (10 points)
b. Has event-specific website with event specific URL and an Event Page on Facebook (5 points)
c. No event-specific website or social media presence (0 points)

Event History Documentation – Consideration - For past events hosted by Applicant and funded by the TDC, were all TDC grant documentation requirements submitted and adhered to as published in policy?

1. All documentation was properly submitted and grant funds were appropriately used as outlined in the grant request (10 points)
2. Documentation was submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
3. Documentation was not submitted as required and/or grant funds not used as agreed. (0 points)

Visitor Survey – Considerations - Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

1. Yes, a sample survey was included in the application with an agreement to share zip code information with the TDC post-event. Survey should acquire attendee information that is helpful to capture visitor data, such as home zip code, feedback on event, length of stay in destination, quality of experience, location of stay at hotel or other accommodations, etc. (5 points)
2. No survey planned (0 points)

IV. Quality of Proposed Event – Maximum of 25 points

Purpose: The grant request is evaluated based on the event's attraction of visitors to Highlands County with a high-quality guest experience (prior to arrival through departure) thereby providing a significant economic benefit to Highlands County.

1. High Impact – Recurring event with increasing levels of participation and significant economic impact. Event uses a systemic approach to data collection and analysis, such as attendee survey, hotel room night verifications, data capturing website and digital communication with evaluations, etc. (25 points)

2. Medium Impact – Recurring event with steady level of participation and economic impact. Has digital presence but not capturing or evaluating data in an effort to attract more visitors. (15 points)

3. Low impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact to the county OR a recurring event with a declining level of participation, low economic impact to the county, and no or very little digital presence. (5 points)

Bonus Points

Up to 10 additional points may be earned for submission of a quality Special Event Emergency Response Plan. Submissions should include traffic and parking plans, inclement weather plan; security plans; evacuation plans; hazard identification and mitigation tactics; identified leadership roles, responsibilities and reporting relationships; emergency response procedures; etc.

For all questions related to the New Event Grant Program and the application, please contact Reagan Fultz at the Highlands County Tourist Development Council (TDC) at RFultz@HighlandsFL.gov. or call (863) 402-6909.

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: VS Fast Pitch

Date: 1/18/24

By: _____
(Signature)

Its: Director
(Title)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 18th day of January, 2024 by Kim Largi (name) as CEO/Director (title) for _____ (applicant, name of party on behalf of whom instrument was executed).

(NOTARY SEAL)

Vaughn Gaskins
(Signature of Notary Public-State of Florida)

Vaughn Gaskins
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced

Florida DL

Notary Public State of Florida
Vaughn Gaskins
My Commission HH 386509
Expires 7/4/2027

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kimberly Largin

2 Business name/disregarded entity name, if different from above
USFA FL LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6059 Hillside Heights Dr

Requester's name and address (optional)

6 City, state, and ZIP code
Lakeland,FL 33812

7 List account number(s) here (optional)
KIM-CDE25

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
8	7	–	2	9	7	2	7	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► *Kimberly Largin* **Date** ► 01/02/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME:	USFA FL, LLC
ADDRESS:	6059 HILLSIDE HEIGHTS DR
	LAKELAND, FL 33812
FEI NO:	87-2972708

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses for the 2024-2026 (6) Annual USFA Youth Softball Tournaments as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until January 9, 2027.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR for Venue Rental Fees, Umpires, Sanction Fees, Awards featuring Visit Sebring Logo, Marketing Expenses, and Event Staffing, in the amount of up to Sixty Thousand Dollars ($60,000) for a total of (6) USFA Youth Softball Tournaments in Year #1 (2024), that being a base pay of $2,000 per tournament with $8,000 per tournament based upon room night verifications room verifications required, up to Fifty-Seven Thousand Dollars ($57,000) for a total of (6) USFA Youth Softball Tournaments in Year #2 (2025), that being a base pay of $1,500 per tournament with $8,000 per tournament based upon room night verifications, and up to Fifty-Seven Thousand Dollars ($57,000) for a total of (6) USFA Youth Softball Tournaments in Year #3 (2026), that being a base pay of $1,500 per tournament with $8,000 per tournament based upon room night verifications, from Cost Center 5305 the Marketing and Promotion Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY following the conclusion of each tournament, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2027.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion,

with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY CLERK: GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCrecords@highlandsfl.gov

B. CONTRACTOR agrees to comply with public records laws, specifically to:

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

completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this 18th day of March 2024.

UNITED STATES FASTPITCH ASSOCIATION, INC., a for profit organization.

By: _____
Kim Largin, Regional Director

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Kimberly Largin, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced FUDL-625-501-69-529-0 as identification, and who did/did not take an oath this 18 day of March, 2024.

(stamp)

JENNIFER L. BAILEY
Notary Public, State of Florida
Commission# HH 172497
My comm. expires Sept. 12, 2025

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin J. Roberts, Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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

SUBJECT/TITLE: **Request approval to execute the plat of Holiday Beach subdivision for recordation.**

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Holiday Beach subdivision, which was prepared by SGIS Surveying, Inc. on behalf of the owner Raymar and Jacqueline Rodriguez. The land subdivision process has been completed for this portion of property located at 2916 Holiday Beach Drive, Avon Park, FL, 33825, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

The County Attorney, County Engineer, County Surveyor, and Development Services Director have all approved and signed the referenced plat for recordation. The Fire Marshal, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have all approved the plat.

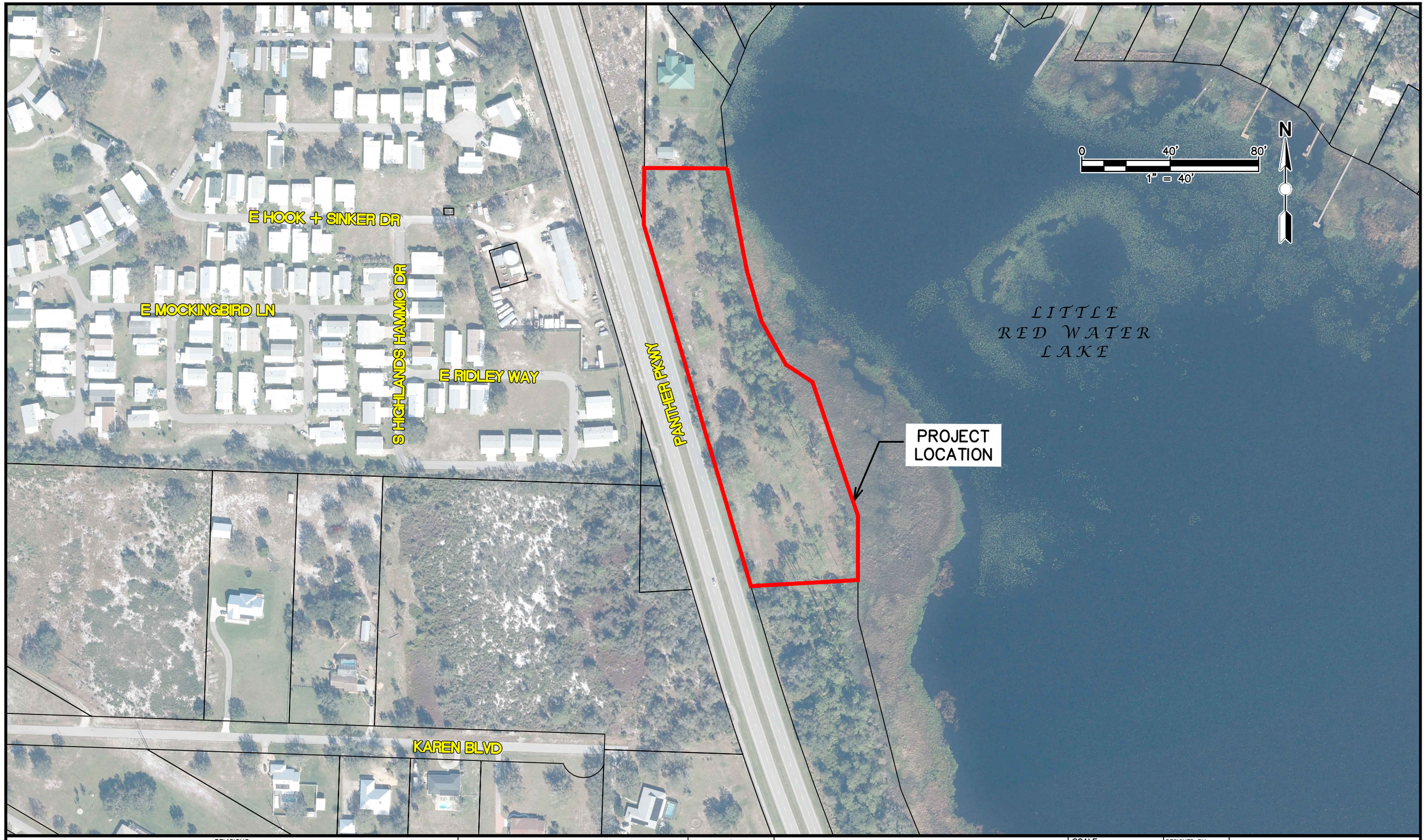
RECOMMENDED ACTION

Move to approve and execute the plat of Holiday Beach subdivision for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, Panther Parkway is a County maintained roadway.

Attachments: Holiday Beach Plat - Location Map -11x17.pdf
Holiday Beach Plat for Recordation.pdf



REVISIONS		
DATE	BY	DESCRIPTION

G:\PROJECTS\Other Projects\HOLIDAY BEACH PLAT_LOCATION MAP\HOLIDAY BEACH PLAT_LOCATION MAP.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

FOR INFORMATION

HOLIDAY BEACH PLAT
2916 HOLIDAY BEACH DR, AVON PARK

LOCATION MAP

SCALE:
HORIZ. 1"=40'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET ---- OF 21

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 1/30/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

HOLIDAY BEACH

A REPLAT OF A PORTION OF TRACT "O", RED WATER LAKE ESTATES
PLAT BOOK 7, PAGE 19
SECTION 1, TOWNSHIP 34 SOUTH, RANGE 28 EAST
HIGHLANDS COUNTY, FLORIDA

PLAT BOOK_____ PAGE_____
SHEET 1 OF 1

LEGAL DESCRIPTION

A PORTION OF TRACT "O," RED WATER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 19, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF TRACT "O"; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 576.92 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89°36'05" EAST, A DISTANCE OF 149 FEET MORE OR LESS TO THE SHORE LINE OF LITTLE RED WATER LAKE; THENCE SOUTHERLY ALONG SAID SHORE LINE A DISTANCE OF 992 FEET MORE OR LESS; THENCE SOUTH 86°07'45" WEST A DISTANCE OF 205 FEET MORE OR LESS TO A POINT LYING ON THE EASTERLY RIGHT OF WAY LINE OF A.C.L. RAILROAD; THENCE NORTH 18°07'14" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 854.04 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 116.12 FEET TO THE POINT OF BEGINNING.

DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOWN ALL MEN BY THESE PRESENTS, THAT RAYMAR RODRIGUEZ AND JACQUELINE RODRIGUEZ, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED IN THIS REPLAT, TITLED HOLIDAY BEACH, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED HEREIN.

WITNESSES

_____

PRINT: _____

WITNESSES

_____

PRINT: _____

RAYMAR RODRIGUEZ

_____
DATE: _____

_____
PRINT

JACQUELINE RODRIGUEZ

_____
DATE: _____

_____
PRINT

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF

[ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTORIZATION
OF _____ AS _____ OF RAYMAR RODRIGUEZ, WHO PERSONALLY SWORE OR AFFIRMED THAT HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS _____ DAY OF _____, 2024

(STAMP) _____
NOTARY PUBLIC

STATE OF FLORIDA

COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF

[ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTORIZATION
OF _____ AS _____ OF JACQUELINE RODRIGUEZ, WHO PERSONALLY SWORE OR AFFIRMED THAT HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH THIS _____ DAY OF _____, 2024

(STAMP) _____
NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISIONERS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS_____ DAY OF_____, A.D. 2024.

SIGNED_____CHAIRMAN OF THE BOARD

ATTEST_____CLERK OF THE BOARD

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

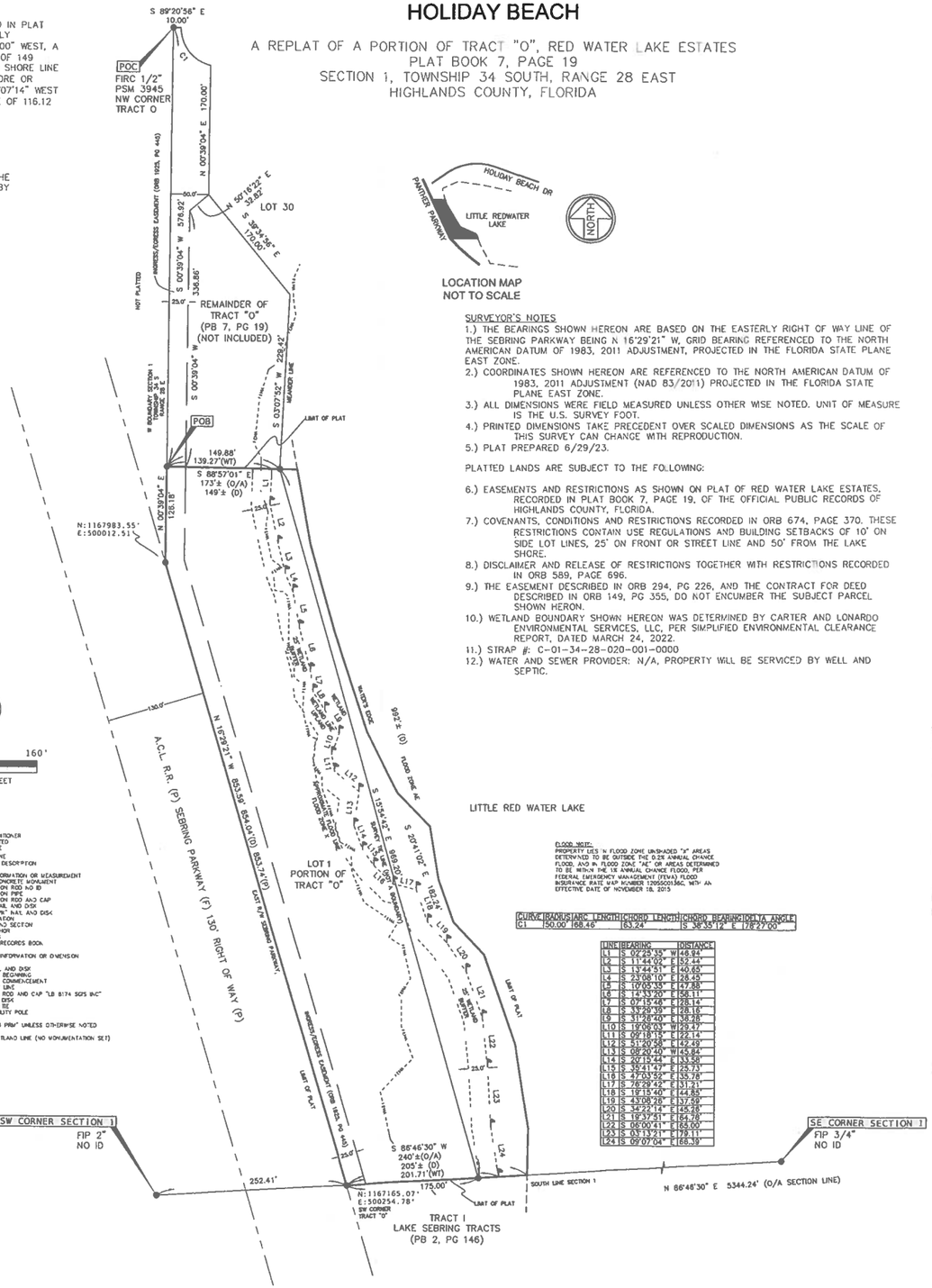
_____ _____
JD LANGFORD, P.E. COUNTY ENGINEER DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
LEAH SAULS DEVELOPMENT SERVICES DIRECTOR DATE



ABBREVIATION LEGEND:

AC	=	AIR CONDITIONER
C	=	CALCULATED
CONC	=	CONCRETE
℄	=	CENTERLINE
D	=	DEED OR DESCRIPTION
E	=	EASTING
F	=	FIELD INFORMATION OR MEASUREMENT
FCM	=	FOUND CONCRETE MONUMENT
FIR	=	FOUND IRON ROD NO ID
FIP	=	FOUND IRON PIPE
FIRC	=	FOUND IRON ROD AND CAP
FN3	=	FOUND NAIL AND DISK
FPK#3	=	FOUND "PK" NAIL AND DISK
ID	=	IDENTIFICATION
MES	=	MITRED END SECTION
GYA	=	GUY ANCHOR
N	=	NORTHING
ORB	=	OFFICIAL RECORDS BOOK
O/A	=	OVERALL
P	=	PLATTED INFORMATION OR DIMENSION
PG	=	PAGE
PKND	=	"PK" NAIL AND DISK
POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCEMENT
POL	=	POINT ON LINE
SIRC	=	SET IRON ROD AND CAP "LB 8174 SGS INC"
SND	=	SET NAIL DISK
WT	=	WETLAND TIE
WUP	=	WOOD UTILITY POLE

● = SIRC 1/2" "LB 8174 PRM" UNLESS OTHERWISE NOTED
⚑ = ANGLE POINT IN WETLAND LINE (NO MONUMENTATION SET)

LOCATION MAP
NOT TO SCALE

SURVEYOR'S NOTES

1.) THE BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF THE SEBRING PARKWAY BEING N 16°29'21" W, GRID BEARING REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, PROJECTED IN THE FLORIDA STATE PLANE EAST ZONE.
2.) COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD 83/2011) PROJECTED IN THE FLORIDA STATE PLANE EAST ZONE.
3.) ALL DIMENSIONS WERE FIELD MEASURED UNLESS OTHER WISE NOTED. UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
4.) PRINTED DIMENSIONS TAKE PRECEDENT OVER SCALED DIMENSIONS AS THE SCALE OF THIS SURVEY CAN CHANGE WITH REPRODUCTION.
5.) PLAT PREPARED 6/29/23.

PLATTED LANDS ARE SUBJECT TO THE FOLLOWING:

6.) EASEMENTS AND RESTRICTIONS AS SHOWN ON PLAT OF RED WATER LAKE ESTATES, RECORDED IN PLAT BOOK 7, PAGE 19, OF THE OFFICIAL PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.
7.) COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN ORB 674, PAGE 370. THESE RESTRICTIONS CONTAIN USE REGULATIONS AND BUILDING SETBACKS OF 10' ON SIDE LOT LINES, 25' ON FRONT OR STREET LINE AND 50' FROM THE LAKE SHORE.
8.) DISCLAIMER AND RELEASE OF RESTRICTIONS TOGETHER WITH RESTRICTIONS RECORDED IN ORB 589, PAGE 696.
9.) THE EASEMENT DESCRIBED IN ORB 294, PG 226, AND THE CONTRACT FOR DEED DESCRIBED IN ORB 149, PG 355, DO NOT ENCUMBER THE SUBJECT PARCEL SHOWN HERON.
10.) WETLAND BOUNDARY SHOWN HEREON WAS DETERMINED BY CARTER AND LONARDO ENVIRONMENTAL SERVICES, LLC, PER SIMPLIFIED ENVIRONMENTAL CLEARANCE REPORT, DATED MARCH 24, 2022.
11.) STRAP #: C-01-34-28-020-001-0000
12.) WATER AND SEWER PROVIDER: N/A, PROPERTY WILL BE SERVICED BY WELL AND SEPTIC.

FLOOD NOTE:
PROPERTY LIES IN FLOOD ZONE UNSHADED "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD, AND IN FLOOD ZONE "AE" OR AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD, PER FEDERAL EMERGENCY MANAGEMENT (FEMA) FLOOD INSURANCE RATE MAP NUMBER 12055C0180C WITH AN EFFECTIVE DATE OF NOVEMBER 18, 2015

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	150.00	168.46'	159.24'	S 38°39'12" E	17°27'00"

LINE	BEARING	DISTANCE
L1	S 02°25'33" W	48.94'
L2	S 11°44'02" E	52.44'
L3	S 13°44'51" E	40.65'
L4	S 23°08'10" E	26.23'
L5	S 10°05'35" E	47.88'
L6	S 14°33'20" E	56.11'
L7	S 09°15'40" E	28.14'
L8	S 33°20'19" E	28.18'
L9	S 31°28'40" E	38.28'
L10	S 19°08'20" W	29.47'
L11	S 09°18'15" E	22.14'
L12	S 51°20'58" E	42.49'
L13	S 08°40'00" W	45.84'
L14	S 20°15'44" E	33.58'
L15	S 35°41'47" E	25.73'
L16	S 47°03'52" E	35.78'
L17	S 76°29'42" E	31.21'
L18	S 18°15'40" E	44.85'
L19	S 43°08'26" E	37.69'
L20	S 34°22'14" E	45.28'
L21	S 19°37'51" E	64.78'
L22	S 06°00'41" E	68.00'
L23	S 03°13'21" E	79.11'
L24	S 09°07'04" E	68.39'

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

_____ _____
SHERRY G. SUTPHEN COUNTY ATTORNEY DATE

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME N. KASZUBOWSKI, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORDING OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORDING IN BOOK _____ OF PLATS AT PAGE _____ OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS _____ DAY OF _____ A.D. 2024.

_____ CLERK OF THE CIRCUIT COURT

(SEAL)

CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY OR UNDER CONTRACT TO THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS.

_____ _____ _____
RALPH WHISLER, III, PLS COUNTY SURVEYOR DATE APPROVED
FLORIDA REGISTRATION NUMBER 5248

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S STATEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY STATE THAT THIS PLAT OF "HOLIDAY BEACH" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT ALL PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET. SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____ _____
WILLIAM M. PYLE, JR. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER: 5993
SGIS, INC.
LICENSED BUSINESS NUMBER: 8174
4479 U.S. 27 S
SEBRING, FL 33870
863.402.1619

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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

SUBJECT/TITLE: **Request approval to execute the plat of Century Storage Subdivision for recordation.**

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Century Storage Subdivision, which was prepared by Germaine Surveying, Inc. on behalf of the owner Century Storage-Sebring, LLC. The land subdivision process has been completed for this portion of property located at 9200 US 27, 8011 and 8105 Twitty Road, Sebring, FL, 33825, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

The County Attorney, County Engineer, County Surveyor, and Development Services Director have all approved and signed the referenced plat for recordation. The Fire Marshal, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have all approved the plat.

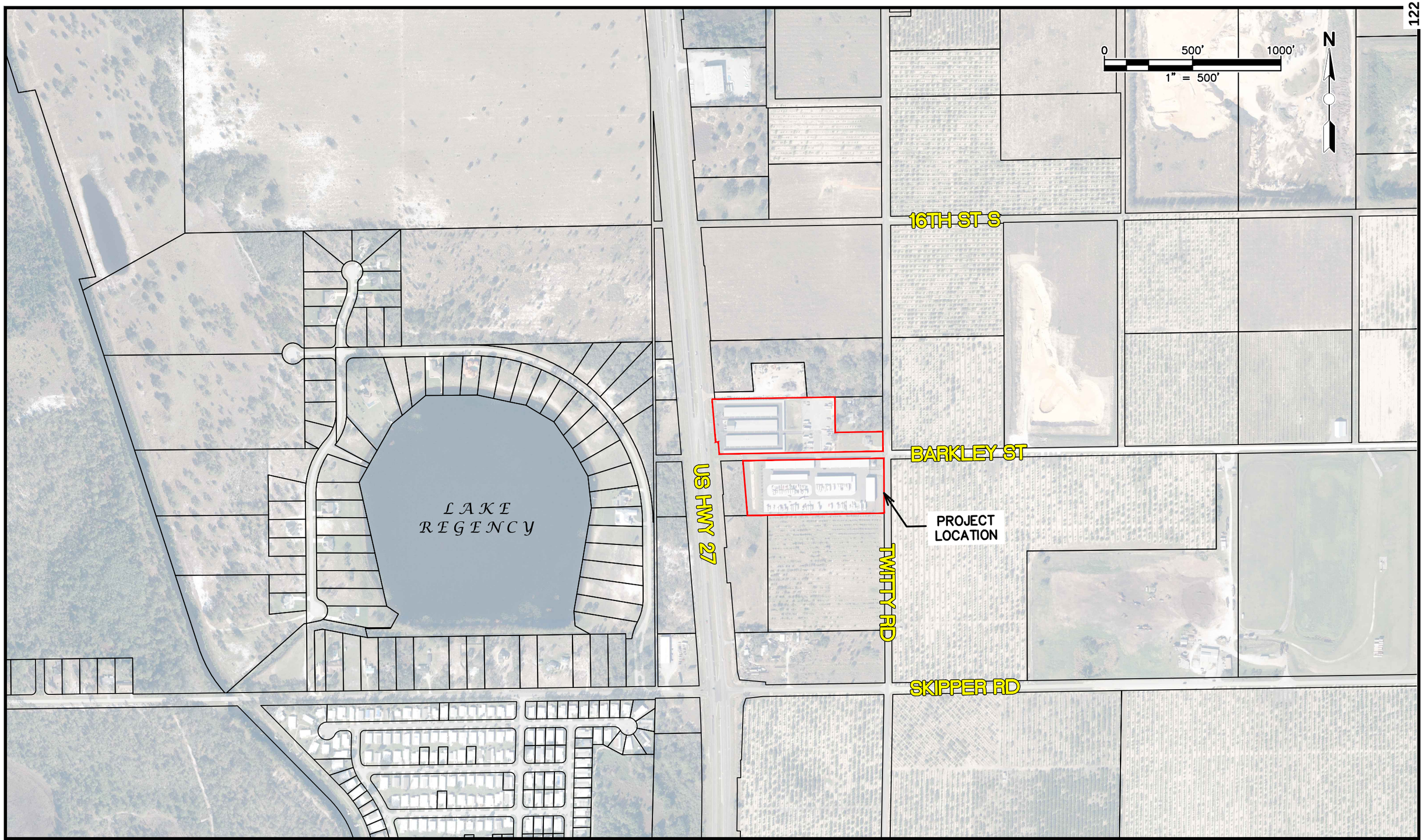
RECOMMENDED ACTION

Move to approve and execute the plat of Century Storage Subdivision for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, US 27 is a State maintained roadway and Twitty Road is a County maintained roadway.

Attachments: Century Storage Location Map -11x17.pdf
Century Storage Subdivision Plat for Recordation.pdf



REVISIONS		
DATE	BY	DESCRIPTION

G:\PROJECTS\Other Projects\CENTURY STORAGE\Century Storage Location Map.dwg, 11x17, Mahoney, Stacey Colors As Black Except Gray Colors.ctb

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

FOR INFORMATION

CENTURY STORAGE
TWITTY ROAD, SEBRING

LOCATION MAP

SCALE:
HORIZ. 1"=500'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 1 OF 1

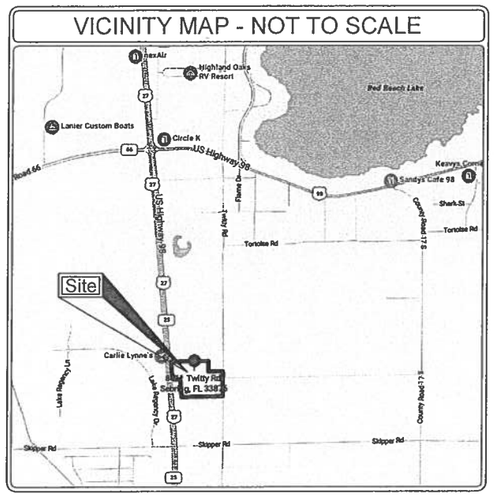
DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: STACEY MAHONEY
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 5/13/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

CENTURY STORAGE SUBDIVISION

A REPLAT OF A PORTIONS OF FARM LOT 47 & A PORTION OF FARM LOT 74,
SUBURBAN TRACTS AND FARMS OF DESOTO COUNTY, FLORIDA
OF WHICH HIGHLANDS COUNTY WAS A PART. LYING IN SECTION
22, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
DATED: FEBRUARY 27, 2024

VICINITY MAP - NOT TO SCALE



CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS_____DAY OF_____A.D. 2024.

SIGNED_____CHAIRMAN OF THE BOARD.

ATTEST_____CLERK OF THE BOARD (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

JAMES D. LANGFORD, P.E. COUNTY ENGINEER DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

LEAH M. SAULS, DEVELOPMENT SERVICES DIRECTOR DATE

CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY OR UNDER CONTRACT TO THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS.

RALPH WHISLER, III, P.L.S. DATE APPROVED
FLORIDA REGISTRATION NUMBER 5248

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

SHERRY G. SUTPHEN COUNTY ATTORNEY DATE

GENERAL NOTES:

1) SYMBOL	⊡	INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017
2) SYMBOL	▪	INDICATES FOUND 4"X4" FCM WITH FDOT.
3) SYMBOL	⊕	INDICATES PERMANENT CONTROL POINT.
4) SYMBOL	•	INDICATES BEARING CHANGE
5) SYMBOL	R=	INDICATES RADIUS
6) SYMBOL	D=	INDICATES DELTA
7) SYMBOL	L=	INDICATES LENGTH
8) SYMBOL	CB=	INDICATES CHORD BEARING
9) SYMBOL	CH=	INDICATES CHORD LENGTH
10) SYMBOL	U&D EASE.	UTILITY & DRAINAGE EASEMENT
11) SYMBOL	P.O.C.	POINT OF COMMENCE
12) SYMBOL	P.O.B.	POINT OF BEGINNING
13) SYMBOL	P.B.	PLAT BOOK
14) SYMBOL	PG.	PAGE

15) BEARING SYSTEM BASED ON THE NORTH LINE OF FARM LOT 47 AS BEING N89°01'48"E.

16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.

18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.

19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.

21) EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 1458, PAGE 1853. BLANKETS SAID PROPERTY.

22) SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REALIGNING THE BOUNDARIES OF THE PEACE RIVER BASIN RESOLUTION NO. 668 RECORDED IN OFFICIAL RECORDS BOOK 547, PAGE 131. BLANKETS SAID PROPERTY.

23) SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REALIGNING THE BOUNDARIES OF THE PEACE RIVER BASIN RESOLUTION NO. 723 RECORDED IN OFFICIAL RECORDS BOOK 596, PAGE 298. BLANKETS SAID PROPERTY.

24) RESOLUTION NUMBER 19-20-106 (VACATING PORTION OF BARKLEY STREET) RECORDED JULY 21, 2020 IN OFFICIAL RECORDS BOOK 2783, PAGE 1319. AFFECTS AND SHOWN.

25) NOTICE OF ENVIRONMENT RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 2823, PAGE 287. BLANKETS SAID PROPERTY.

26) DECLARATION OF COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1486. AFFECTS SAID PROPERTY BUT NOTHING TO PLOT.

27) NOTICE OF COMMENCEMENT, RECORDED APRIL 28, 2023, IN OFFICIAL RECORDS BOOK 2971, PAGE 989. AFFECTS SAID PROPERTY BUT NOTHING TO PLOT.

28) ALL LOTS TO BE SERVED BY WELL AND SEPTIC TANK.

LEGAL DESCRIPTION:
A PORTION OF FARM LOT 47 AND A PORTION OF FARM LOT 74, IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 29 EAST, OF SUBURBAN TRACTS AND FARMS OF DESOTO CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 21, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART, AND THAT PORTION OF VACATED 40 FOOT PLATTED RIGHT OF WAY AS RECORDED IN RESOLUTION 19-20-106, RECORDED IN OFFICIAL RECORDS BOOK 2783, PAGE 1319 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF U. S. HIGHWAY NO. 27 AND THE NORTH LINE OF FARM LOT 47 OF SUBURBAN TRACTS AND FARMS OF DESOTO CITY, FLORIDA, THENCE RUN NORTH 89°01'48" EAST ALONG THE NORTHERLY LINE OF FARM LOT 47, A DISTANCE OF 695.79 FEET; THENCE SOUTH 00°24'03" EAST, A DISTANCE OF 199.98 FEET; THENCE NORTH 89°01'48" EAST, A DISTANCE OF 270.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF TWITTY ROAD; THENCE SOUTH 0°24'03" EAST, ALONG THE EXISTING RIGHT OF WAY LINE, A DISTANCE OF 111.11 FEET TO A POINT; THENCE SOUTH 89°01'48" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 0°20'08" EAST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 350.79 FEET TO A POINT LYING ON THE SOUTH LINE OF FARM LOT 74, THENCE SOUTH 88°59'32" WEST, ALONG THE SOUTH LINE OF SAID FARM LOT 74, A DISTANCE OF 761.08 FEET; THENCE 4°38'07" WEST, A DISTANCE OF 331.95 FEET TO A POINT LYING ON THE CENTERLINE OF BARKLEY STREET AS VACATED IN RESOLUTION NUMBER 19-20-106; THENCE SOUTH 89°01'48" WEST ALONG SAID CENTERLINE A DISTANCE OF 135.28 FEET TO A POINT LYING ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27; THENCE NORTH 4°38'07" WEST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 80.66 FEET TO A POINT; THENCE SOUTH 85°21'34" WEST, ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 15.00 FEET TO A POINT, THENCE NORTH 4°38'07" WEST, ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 252.06 FEET TO THE POINT OF BEGINNING. CONTAINING 516,455.27 SQUARE FEET OR 11.856 ACRES, MORE OR LESS.

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME KASZUBOWSKI, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORDING OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORDING IN BOOK_____OF PLATS AT PAGE_____OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS_____DAY OF_____A.D. 2024.

_____CLERK OF THE CIRCUIT COURT (SEAL)

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOWN ALL MEN BY THESE PRESENTS, THAT CENTURY STORAGE - SEBRING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THIS PLAT, TITLED CENTURY STORAGE SUBDIVISION, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED HEREIN.

TO HIGHLANDS COUNTY, FLORIDA, TRACT 1, IN FEE SIMPLE.

WITNESSES:

PRINT: _____

WITNESSES:

PRINT: _____

CENTURY STORAGE - SEBRING LLC,
A FLORIDA LIMITED LIABILITY COMPANY

PRINT: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF _____, AS _____, OF CENTURY STORAGE - SEBRING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO PERSONALLY SWORE OR AFFIRMED THAT HE / SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND THEREBY BIND THE COMPANY, AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID / DID NOT TAKE AN OATH THIS _____DAY OF _____, 2024.

(STAMP) _____
NOTARY PUBLIC

JOINER AND CONSENT TO DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS THAT BANK OF CENTRAL FLORIDA, A FLORIDA BANKING CORPORATION, THE OWNER AND HOLDER OF THAT CERTAIN COMMERCIAL MORTGAGE AND SECURITY AGREEMENT RECORDED AUGUST 21, 2017 IN OFFICIAL RECORDS BOOK 2595, PAGE 974, AND COLLATERAL ASSIGNMENT OF LEASES, RENTALS AND CONTRACT RIGHTS TO SECURE DEBT, RECORDED AUGUST 21, 2017 IN OFFICIAL RECORDS BOOK 2595, PAGE 987, AND MORTGAGE MODIFICATION, SPREADER AGREEMENT AND NOTICE OF FUTURE ADVANCE, RECORDED AUGUST 26, 2020, IN OFFICIAL RECORDS BOOK 2769, PAGE 1527, OF PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THE DEDICATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____A.D. 2024.

WITNESS BANK OF CENTRAL FLORIDA, A FLORIDA BANKING CORPORATION

BY: _____

WITNESS

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION OF _____, AS _____, OF BANK OF CENTRAL FLORIDA, A FLORIDA BANKING CORPORATION, WHO PERSONALLY SWORE OR AFFIRMED THAT HE / SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND THEREBY BIND THE CORPORATION, AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID / DID NOT TAKE AN OATH THIS _____DAY OF _____, 2024.

(STAMP) _____
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "CENTURY STORAGE SUBDIVISION", COMPRISED OF 2 SHEETS, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE FOR LAND SURVEYING AS DEFINED IN CHAPTER 5 J-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, PART I: PLATTING, FLORIDA STATUTES AND COMPLIES WITH THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN SET OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

DATE _____

_____ (SEAL)
GARY L. GERMAINE, PSM #3945
GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6335

GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEBRING, FLORIDA 33870
PHONE # 863-385-6856
L.B. #6017

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017
BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 381-23-003

PLAT BOOK _____ PAGE _____
SHEET 1 OF 2

RECEIVED
BOARD OF COUNTY COMMISSIONERS
MAR 11 2024
ENGINEERING DEPT
HIGHLANDS COUNTY, FLORIDA

CENTURY STORAGE SUBDIVISION

A REPLAT OF A PORTIONS OF FARM LOT 47 & A PORTION OF FARM LOT 74,
SUBURBAN TRACTS AND FARMS OF DESOTO COUNTY, FLORIDA
OF WHICH HIGHLANDS COUNTY WAS A PART. LYING IN SECTION
22, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA
DATED: FEBRUARY 27, 2024

PREPARED BY:
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD.
SEBRING, FLORIDA 33870
L.B. #6017
BUS. (863) 385-6856
FAX. (863) 382-4531
GERMAINE JOB# 381-23-003

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

LINE TABLE	
BOUNDARY	
TIE LINE	
LOT LINE	
BUILDING	
CENTERLINE	
RIGHT OF WAY	
EASEMENT 1	
EASEMENT 2	
EASEMENT 3	
EASEMENT 4	
TOP OF BANK	TOB
TOE OF SLOPE	TOS
CENTERLINE OF SWALE	CLS
OVERHEAD WIRES	OHE

GENERAL NOTES:

1) SYMBOL	⊡	INDICATES PERMANENT REFERENCE MONUMENT. 4"X4"X24", LB# 6017
2) SYMBOL	▪	INDICATES FOUND 4"X4" FCM WITH FDOT.
3) SYMBOL	⊕	INDICATES PERMANENT CONTROL POINT.
4) SYMBOL	•	INDICATES BEARING CHANGE
5) SYMBOL	R=	INDICATES RADIUS
6) SYMBOL	D=	INDICATES DELTA
7) SYMBOL	L=	INDICATES LENGTH
8) SYMBOL	CB=	INDICATES CHORD BEARING
9) SYMBOL	CH=	INDICATES CHORD LENGTH
10) SYMBOL	U&D EASE.	UTILITY & DRAINAGE EASEMENT
11) SYMBOL	P.O.C.	POINT OF COMMENCE
12) SYMBOL	P.O.B.	POINT OF BEGINNING
13) SYMBOL	P.B.	PLAT BOOK
14) SYMBOL	PG.	PAGE

15) BEARING SYSTEM BASED ON THE NORTH LINE OF FARM LOT 47 AS BEING N89°01'48"E.

16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.

18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.

19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.

21) EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 1458, PAGE 1853. BLANKETS SAID PROPERTY.

22) SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REALIGNING THE BOUNDARIES OF THE PEACE RIVER BASIN RESOLUTION NO. 868 RECORDED IN OFFICIAL RECORDS BOOK 547, PAGE 131. BLANKETS SAID PROPERTY.

23) SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT REALIGNING THE BOUNDARIES OF THE PEACE RIVER BASIN RESOLUTION NO. 723 RECORDED IN OFFICIAL RECORDS BOOK 596, PAGE 298. BLANKETS SAID PROPERTY.

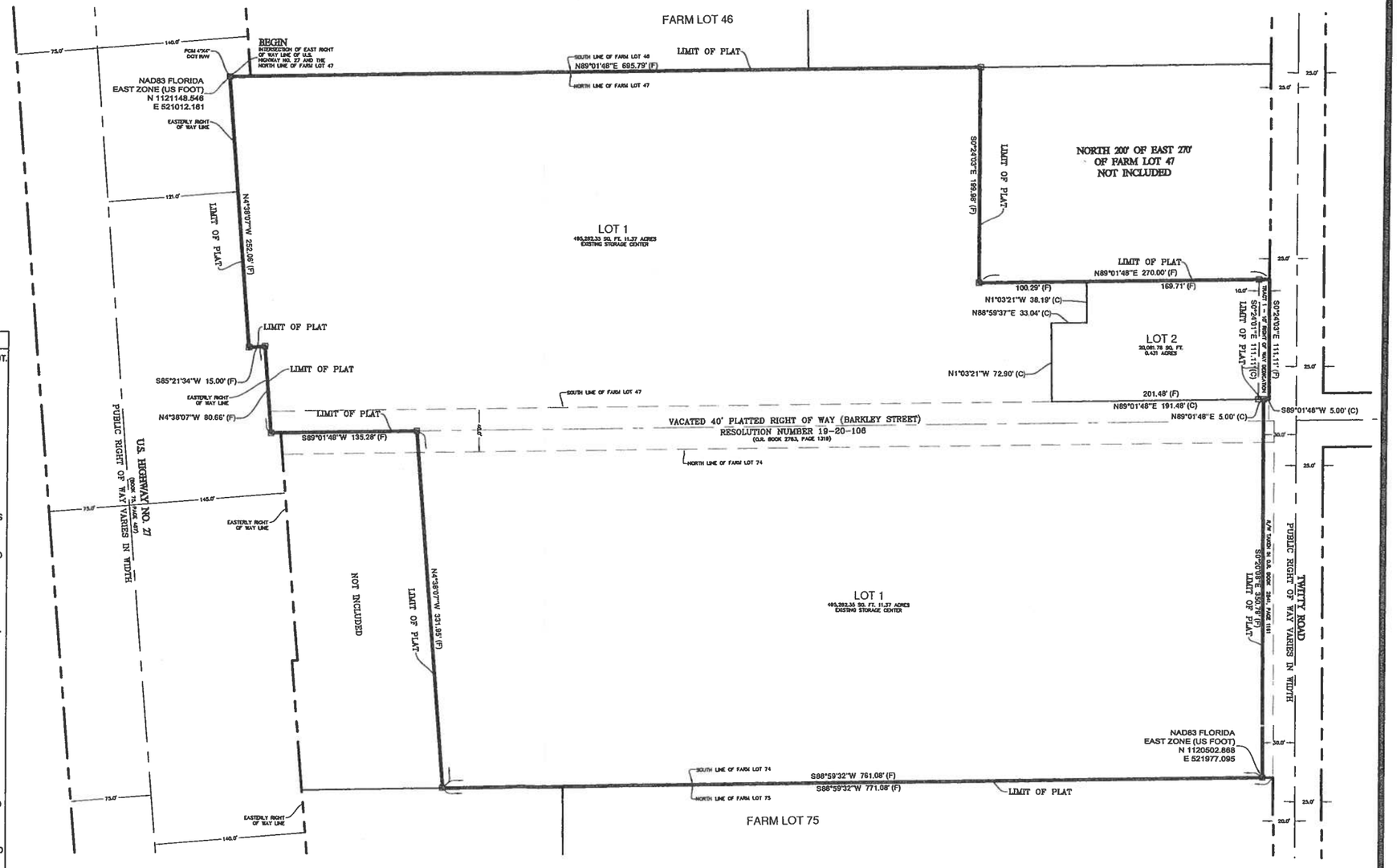
24) RESOLUTION NUMBER 19-20-106 (VACATING PORTION OF BARKLEY STREET) RECORDED JULY 21, 2020 IN OFFICIAL RECORDS BOOK 2763, PAGE 1319. AFFECTS AND SHOWN.

25) NOTICE OF ENVIRONMENT RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 2823, PAGE 287. BLANKETS SAID PROPERTY.

26) DECLARATION OF COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 2955, PAGE 1486. AFFECTS SAID PROPERTY BUT NOTHING TO PLOT.

27) NOTICE OF COMMENCEMENT, RECORDED APRIL 28, 2023, IN OFFICIAL RECORDS BOOK 2971, PAGE 969. AFFECTS SAID PROPERTY BUT NOTHING TO PLOT.

28) ALL LOTS TO BE SERVED BY WELL AND SEPTIC TANK.



PLAT BOOK _____ PAGE _____

SHEET 2 OF 2

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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

SUBJECT/TITLE: **Request to waive the Landfill Tipping Fees for the Annual Caladium Festival**

STATEMENT OF ISSUE

The Greater Lake Placid Chamber of Commerce is requesting that the board waive the landfill tipping fee for waste collected from the Annual Caladium Festival, which is scheduled for July 26-28, 2024. The waste will be hauled to the landfill on the Monday following the event.

RECOMMENDED ACTION

Motion to approve waiving the Landfill tipping fee for The Greater Lake Placid Chamber of Commerce's Annual Caladium Festival

FISCAL IMPACT

Landfill staff estimates that The Greater Lake Placid Chamber of Commerce's Annual Caladium Festival will haul an estimated four (4) tons of Class 1 waste at a cost of $45.00 per ton for a total of $180.00 to be waived. The figures are based upon The Greater Lake Placid Chamber of Commerce's estimate of two (2) roll off bins for this event.

Attachments: Caladium Fest request.pdf
2024 Table of Waived Tipping fees.pdf

The Greater
Lake Placid
Chamber of Commerce
"Building a Future that reflects our past"

PRESIDENT
Vicki Spires
MidFlorida Credit Union

1ST VICE PRESIDENT
Gilbert Randall
The Barn at Paso Fino

2ND VICE PRESIDENT
Bill Brantley
Brantley Construction

SECRETARY
Curtis Slade III
First Insurance
of Lake Placid

TREASURER
Kim Miller
Clarke Pest Control

PAST PRESIDENT
Donald Clarke
Clarke Pest Control
Clarke Self Storage

DIRECTORS

Jean Deuth
Century 21 Lake & Land
Myers Realty

Chris Duncan
Good Vibes Juice
and Smoothies

Gina Hough
GNM Hough

James "Pete" Richie
Airport Transportation
Services

Andrew Santos
AdventHealth

Tim Smolarick
The Highlands News Sun

Theo Watts
Highlands County

Jennifer Bush
Executive Director

March 15, 2024

Highlands County Board of County Commissioners
Laurie Hurner, County Administrator
600 S Commerce Ave
Sebring FL 33870

Dear Ms. Hurner,

We are planning for the 33rd Annual Caladium Festival, to be held July 26, 27, & 28, 2024. We are respectfully requesting the tipping fees be waived. As always, we appreciate your support. Should you require additional information, please do not hesitate to contact me.

Best regards,

Jennifer M. Bush
Executive Director

Cc: Kevin McCarthy, Lake Placid Town Administrator

Greater Lake Placid Chamber of Commerce
18 N. Oak Ave. Lake Placid, Florida 33852-9546
Phone 863-465-4331
Web Site: www.visitlakeplacidflorida.com • Email: information@lpfla.com

HIGHLANDS COUNTY LANDFILL
TIPPING FEES WAIVED
CALADIUM FESTIVAL

Transation Number	Date	MT	Tons	Cost Per Ton if Charged	Total Fees Waived	Note
2011						
1403554	8/30/2011	199	0.08	$ 45.00	$ 10.00	Board waived fees - Caladium Festival - jlw
1403560	8/30/2011	199	0.96	$ 45.00	$ 43.20	caladium
			1.04		**$ 53.20**	
2012						
1425067	8/29/2012	199	0.12	$ 45.00	$ 10.00	Caladium Festival - Choice hauled can - jlw
1425072	8/29/2012	199	1.20	$ 45.00	$ 54.00	Caladium Festival - Choice hauled Can - jlw
			1.32		**$ 64.00**	
2013						
1444182	7/30/2013	200	**0.31**	$ 45.00	**$ 13.91**	Board waived fees - Caladium Festival - mlc
1444154	7/30/2013	200	**0.98**	$ 45.00	**$ 44.10**	Board waived fees - Caladium Festival - mlc
			1.29		**$ 58.01**	
2014						
1465173	7/28/2014	2002	**0.55**	$ 45.00	**$ 24.75**	Board waived fees - Caladium Festival - mlc
1465136	7/29/2014	2002	**0.72**	$ 45.00	**$ 32.40**	Board waived fees - Caladium Festival - mlc
			1.27		**$ 57.15**	
2015						
1486009	7/29/2015	2002	**1.16**	$ 45.00	**$ 52.20**	Board Wavied Fees for the Caladium Festival - mc
2016						
1511785	8/5/2016	2002	**0.46**	$ 45.00	$ 20.70	Board Wavied Fees for the Caladium Festival - mc
1511804	8/5/2016	2002	**0.66**	$ 45.00	$ 29.70	Board Wavied Fees for the Caladium Festival - mc
			1.12		**$ 50.40**	
2017						
1538770	8/5/2017	2002	**1.31**	$ 45.00	**$ 58.95**	Board Wavied Fees for the Caladium Festival - mc
2018	*** TOWN OF LAKE PLACID PAID THE DISPOSAL FEE FOR THE WASTE GENERATED FROM THE CALADIUM FESTIVAL. THE CHAMBER OF COMMERCE DID NOT COMMUNICATE WITH THE TOWN OF LAKE PLACID TO LET THEM KNOW THAT THE FEES WERE WAIVED.					
2019	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID OT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORED THE FEES.					
2020	DUE TO COVID THE CALADIUM FESTIVAL EVENT WAS NOT HELD					
2021	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID OT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORED THE FEES.					
2022	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID NOT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORED THE FEES.					
2023	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID NOT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORED THE FEES.					

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER: **Gail T. Werley, Children's Advocacy Center**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-83 for Budget Amendment 23-24-069 to set up Project 23056 (CATF FY 23-24) and appropriate funds pursuant to the Child Advocacy Trust Fund (CATF) Grant award accepted on 9-07-2023.**

STATEMENT OF ISSUE

The Children's Advocacy Center was awarded $4,508.21 from the Florida Network of Children Advocacy Center's Child Advocacy Trust Fund grant to be used for direct services provided to children.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-83 for Budget Amendment 23-24-069 to set up Project 23056 (CATF FY 23-24) and appropriate funds pursuant to the Child Advocacy Trust Fund (CATF) Grant award accepted on 9-07-2023.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $4,508.21 and being appropriated in Cost Center 3995 (Children's Advocacy Center), Project 23056, Account 51200Z (Project Regular Salaries).

Attachments: 23-24-069 Project 23056 CATF FY23-24 BA.pdf
23-24-069R Project 23056 CATF FY23-24 Resolution.pdf
Signed_FNCAC_CATF_CAC_Agreement_9.11.23 040224 update.pdf

REVIEWED
O.M.B DEPARTMENT
March 20, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **2/20/2024** SUBMITTED BY: **Gail T. Werley**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **23056** PROJECT TITLE(S): **CATF FY23-24** COST CENTER TITLE(S): **Children's Advocacy Center**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Project	23056	0.00	4,508.21		4,508.21
E	005	3995	51200Z	Project Regular Salaries	23056	0.00	4,508.21		4,508.21

REASON: **To set up allocation of 23-24 DCF Trust Fund/CACTF Grant dollars to pay for a portion of the CAC Mental Health Therapist's salary.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-069**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-83

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-069 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 23-24-069 is hereby approved and authorized to appropriate State Grant awarded funding for a portion of the Children's Advocacy Center's Mental Health Therapist Salary Project #23056 for FY23-24. The net fiscal impact is an increase in the amount of $4,508.21.

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 2nd day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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8D

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: **Ingra Gardner, Community Programs Director**

SUBJECT/TITLE: **Request approval of FY23/24 Child Advocacy Trust Fund Award Agreement.**

STATEMENT OF ISSUE

Grant funds are awarded to Advocacy Centers Statewide by the Florida Network of Children's Advocacy Centers (FNCAC). The amount is determined annually based upon the number of children served at the Children's Advocacy Center in Highlands County. The funds are disbursed to the FNCAC by the Florida Department of Children and Families to be used by the Children's Advocacy Centers for services provided to children.

RECOMMENDED ACTION

Move to approve FY23/24 Child Advocacy Trust Fund Award Agreement.

FISCAL IMPACT

The fiscal impact is an increase to the General Fund (005) Cost Center 3995 (Children's Advocacy Center) in the amount of $4,508.21.

Attachments: Agreement- DCF 2023.pdf

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DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

THIS Agreement is entered into between the Florida Network of Children's Advocacy Centers, Inc., hereinafter referred to as the "FNCAC" and **Highlands County, a Political Subdivision of the State of Florida**, a Children's Advocacy Center as defined in Section 39.3035, Florida Statutes, hereinafter referred to as the "CAC".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

The FNCAC and CAC agree as follows:

1. ENGAGEMENT AND TERM

1.1 Purpose and Agreement Amount

The Florida Department of Children and Families, hereinafter referred to as the "Department", has entered into a contract with the FNCAC effective December 2, 2021, hereinafter referred to as the "Contract". The Department is engaging the FNCAC for the purpose of **purchasing the funding of services provided by CACs through the disbursement of funds from the Grants and Donations Trust Fund to the FNCAC to augment services, as required by Section 39.3035, F.S.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed $4,508.21.

Funds disbursed to the FNCAC by the Department under the Contract are to be used by the CAC with the goal of improving the safety, permanency, and well-being of families and children involved in an allegation of child maltreatment by providing community-based services that augment, but that do not duplicate, services provided by state agencies.

1.2 FNCAC Contract Manager

The name, address, telephone number and e- mail address of the FNCAC Contract Manager for this Agreement is:

Name: Michèle Vaught
Address: 501 E. Tennessee Street, Suite B, Tallahassee, Florida 32308
Phone: 850-671-4791
Email: mvaught@fncac.org

1.3 Effective and Ending Dates

The Agreement shall be effective July 1, 2023 or the last party signature date, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2024**. If the Agreement is not fully executed by both parties by September 30, 2023 as required by the Contract; the Agreement shall be null and void.

2. STATEMENT OF WORK

2.1 Scope of Work

The Scope of Work is described in Exhibit A.

2.2 List of Services

The List of Services is described in Exhibit B.

3. BUDGET, PAYMENT AND INVOICE

The FNCAC shall pay for services performed by the CAC during the service performance period of this Agreement according to the terms and conditions of this Agreement in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and satisfactory performance of all terms by the CAC. Any costs or services paid for under any other Agreement or from any other source are not eligible for payment under this Agreement.

3.1 Budget

Using the budget form (Exhibit C), the CAC shall prepare a budget to identify services to be provided with funds from the Grants and Donations Trust Fund. The budget shall be submitted to the FNCAC Contract Manager for approval prior to the execution of the Agreement.

3.2 Method of Payment

This is a cost reimbursement Agreement. The FNCAC agrees to reimburse the Provider for services incurred in accordance with the terms and conditions of this Agreement.

3.3 Invoices and Reports

3.3.1 The Monthly Activity Report & Invoice form (Attachment A-1) is due no later than the **seventh (7th) day** of the month following the month of service. Otherwise, the Invoice cannot be processed. If there are no services to be invoiced, the CAC shall still be required to submit the form as a zero dollar invoice for that month.

3.3.2 During the term of this Agreement, the CAC shall collect and submit data (client and service detail) on the Monthly Services Details Report form (Attachment A-2) to the FNCAC no later than the **seventh (7th) day** of the month following the month of service. This form is required as backup documentation for the Monthly Activity Report & Invoice. Each month's data shall be submitted on the form and not be combined with prior month's data. Otherwise, the invoice cannot be processed.

3.3.3 The CAC shall complete a Monthly Data Form (Attachment B) providing demographic data on clients served that were funded through this Agreement. Submit the form to the FNCAC via Track-It! no later than the **seventh (7th) day** of the month following the month of service.

3.3.4 All reports, invoices, or other items identified herein shall be submitted electronically to the FNCAC contract manager via Track-It! document management system, unless otherwise approved by the contract manager. When submitting documents through Track-It! the CAC will select the correct document type which determines the destination of the submission. The work order purpose never changes and always says "This Work Order is for Submitting Required Documentation." The Track-It! URL is: https://trackit.fncac.org:9001/TrackItWeb/SelfService.

3.3.5 The **final invoice** for payment shall be submitted to the FNCAC no more than **ten (10) calendar** days after the Agreement ends or is terminated. If the CAC fails to do so, all rights to payment are forfeited and the FNCAC will not honor any requests submitted after the aforesaid time period.

3.3.6 Any payment due under the terms of this Agreement may be withheld until performance of services and all reports due from the CAC and necessary adjustments thereto, have been approved by the FNCAC.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Agreement, the CAC shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement.

4.2 Independent Contractor, Subcontracting and Assignments

4.2.1 In performing its obligations under this Agreement, the CAC shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the CAC is a State agency. Neither the CAC nor any of its agents, employees, subcontractors, independent contractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so. This Agreement does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Agreement.

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DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

4.2.2 The Department or the FNCAC will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the CAC, its subcontractor, or assignee, unless specifically agreed to by the FNCAC in this Agreement. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the CAC, the CAC's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the CAC and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the CAC and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.2.3 The CAC may subcontract under this Agreement.

4.2.3.1 The CAC shall take such actions as may be necessary to ensure that it and each subcontractor of the CAC will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.2.3.2 The CAC is responsible for all work performed and for all commodities produced pursuant to this Agreement whether actually furnished by the CAC or by its subcontractors. Any subcontracts shall be evidenced by a written document. The CAC further agrees that the Department or the FNCAC shall not be liable to the subcontractor in any way or for any reason relating to this Agreement.

4.3 Insurance

The CAC shall maintain continuous adequate liability insurance coverage during the existence of this Agreement. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Agreement, the CAC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CAC and the clients to be served under this Agreement. The Department reserves the right to require additional insurance as specified in this Agreement.

4.4 Notice of Legal Actions

The CAC shall notify the FNCAC of potential or actual legal actions taken against the CAC related to services provided through this Agreement or that may impact the CAC's ability to deliver the services, or that may adversely impact the Department and/or the FNCAC. The CAC shall notify the FNCAC Contract Manager within five (5) days of CAC becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.5 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to the CAC's performance under this Agreement, and the performance of all of its officers, agents and subcontractors in relation to this Agreement, are works for hire for the benefit of the Department, fully compensated for by the Agreement amount. Neither the CAC nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Agreement. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith. Notwithstanding the foregoing provision, if the CAC is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.5.1 If the CAC uses or delivers to the Department for its use or the use of its employees, agents or subcontractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement. For purposes of this provision, the term "use" shall include use by the CAC during the term of this Agreement and use by the Department its employees, agents or subcontractors during the term of this Agreement and perpetually thereafter.

4.5.2 All applicable Agreements include the provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the Agreement.

Notwithstanding the foregoing provision, if the CAC or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.6 Mandatory Reporting Requirements

The CAC and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the CAC, and of any subcontractor, providing services in connection with this Agreement who has any knowledge of a reportable incident shall report such incident as follows:

4.6.1 A reportable incident is defined in CFOP 180-4.

4.6.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the FNCAC Contract Manager.

4.6.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The CAC and subcontractor may also mail the completed form to the Department of Children and Families, Office of Inspector General, The Center, 2415 Monroe Street, Suite 400 - I, Tallahassee, Florida, 32303; or via fax at (850) 488-1428.

4.7 Employment Screening

4.7.1 The CAC shall ensure that all staff utilized by the CAC and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.7.1.1 Employment history checks;

4.7.1.2 Fingerprinting for all criminal record checks;

4.7.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.7.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.7.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

4.7.1.6 Attestation (Attachment D) by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.7.2 The CAC shall sign the Florida Department of Children and Families Employment Screening Affidavit (Attachment E) that all required staff have been screened or the CAC is awaiting the results of screening.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The CAC shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this

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Agreement. Upon demand, at no additional cost to the Department or the FNCAC, the CAC will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department and/or the FNCAC.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the CAC during the term of this Agreement and retained for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the FNCAC, the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the CAC's Agreements and related records and documents, regardless of the form in which kept.

5.1.4 Monitoring by the FNCAC

5.1.4.1 To permit persons duly authorized by the FNCAC to inspect any records, papers, documents, facilities, goods, and services of the CAC, which are relevant to this Agreement, and interview any clients and employees of the CAC to assure the FNCAC of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the FNCAC will deliver to the CAC a written report of its findings and will include written recommendations with regard to the CAC's performance of the terms and conditions of this Agreement. The CAC will correct all noted deficiencies identified by the FNCAC within the specified period of time set forth in the recommendations. The CAC's failure to correct noted deficiencies may, at the sole and exclusive discretion of the FNCAC, result in any one or any combination of the following: (1) the CAC being deemed in breach or default of this Agreement; (2) the withholding of payments to the CAC by the FNCAC; and (3) the termination of this Agreement for cause.

5.1.4.2 The CAC agrees to fully cooperate with the FNCAC in the conduct of both performance audits and financial audits related to the Grants and Donations Trust Fund. The CAC will be evaluated through on-site monitoring visits and/or desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this Agreement and is not to be construed as a limitation upon them. The CAC agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this Agreement.

5.1.5 The CAC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6 No record may be withheld nor may the CAC attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Confidentiality

The CAC shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the CAC to ensure the protection and

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confidentiality of all confidential matters. The CAC must also comply with any applicable professional standards of practice with respect to client confidentiality.

5.3 Information Security

The CAC shall comply with, and be responsible for ensuring subcontractors compliance as if they were the CAC with, the following information security requirements whenever the CAC or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.3.1 An appropriately skilled individual shall be identified by the CAC to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the CAC is collecting or using in the performance of this Agreement. An appropriate level of security includes approving and tracking all who request or have access, through the CAC's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for CAC's performance under this Agreement.

5.3.2 The CAC shall provide the latest Departmental security awareness training to all who request or have access, through the CAC's access, to Department information systems or any client or other confidential information.

5.3.3 All who request or have access, through the CAC's access, to Department information systems or any client or other confidential information shall comply with, CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained here.

5.3.4 The CAC shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.3.5 The CAC agrees to notify the Contract Manager as soon as possible, but no later than two (2) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.3.6 The CAC shall, at its own cost, comply with section 501.171, F.S. The CAC shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.4 Public Records

5.4.1 The CAC shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the CAC in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. As required by section 287.058(1)(c), F.S., it is expressly understood that the CAC's failure to comply with this provision shall constitute an immediate breach of Agreement for which the Department may unilaterally terminate this Agreement.

5.4.2 As required by section 119.0701, F.S., to the extent that the CAC is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the CAC shall:

5.4.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the FNCAC and the Department in order to perform the service.

5.4.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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5.4.2.3 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 Agreement term and following completion of the Agreement if the CAC does not transfer the records to the Department.

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

6. TERMINATION

6.1 In accordance with Section 22 of PUR 1000 Form, the Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the FNCAC unless a sooner time is mutually agreed upon in writing. Said termination date will be effective for this Agreement and notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6.2 The Agreement may be terminated by the FNCAC upon no less than one-hundred (100) calendar days' notice in writing to the CAC unless another notice period is mutually agreed upon in writing. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6.3 In the event funds for payment pursuant to this Agreement become unavailable, the FNCAC may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the CAC.

7. OTHER TERMS

7.1 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Agreement by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The CAC and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Agreement. Employees assigned to the Agreement means all persons employed or assigned (including subcontractors) by the CAC or a subcontractor during the Agreement term to perform work pursuant to this Agreement within the United States and its territories.

7.2 Civil Rights Requirements

These requirements shall apply to the CAC and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.2.1 The CAC shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the CAC shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status.

7.2.2 The CAC shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.2.3 If employing fifteen or more employees, the CAC shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Agreement and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.3 Use of Funds for Lobbying Prohibited

The CAC shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of Agreement funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.4 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on an Agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an Agreement with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.5 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the CAC and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The CAC and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

8. CLIENT SERVICES APPLICABILITY

8.1 Client Risk Prevention

If services to clients are to be provided under this Agreement, the CAC and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The CAC shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the CAC and its employees.

8.2 Support to the Deaf or Hard-of-Hearing

8.2.1 The CAC and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

8.2.2 If the CAC or any of its subcontractors employs 15 or more employees, such CAC and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The CAC's Single-Point-of-Contact and that of its subcontractors will process the compliance data into the Department's HHS Compliance reporting Database https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Agreement Manager. The name and contact

information for the CAC's Single-Point-of-Contact shall be furnished to the FNCAC Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

8.2.3 The CAC shall, within thirty (30) days of the effective date of this requirement, require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the CAC's Single-Point-of-Contact.

8.2.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of CACs and their subcontractors with fifteen (15) or more employees shall attest in writing (Attachment C and reference Attachment C-1 for the most recent list of ADA/504 Coordinators) that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

8.2.5 The CAC's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The CAC and its subcontractors. The approved Notice is available at: https://www.myflfamilies.com/service-programs/individual-with-disability/providers/dcf-posters.shtml.

8.2.6 The CAC and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The CAC shall distribute Customer Feedback forms to customers or companions and provide assistance in completing the forms as requested by the customer or companion.

8.2.7 If customers or companions are referred to other agencies, the CAC must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

8.2.8 The Department requires each CAC's direct service employees and subcontractors to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Agreement will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement.

IN WITNESS THEREOF, the parties hereto have caused this 23 page Agreement to be executed by their undersigned officials as duly authorized.

CAC: Highlands County, a Political Subdivision of the State of Florida

Signature: _____

Chris Campbell, Chairman

Print Name: _____

Title: Chairman

Date: September 7, 2023

BOARD OF COUNTY COMMISSIONERS SEAL

Florida Network of Children's Advocacy Centers, Inc.

Signature: DocuSigned by: Luzed R Cruz 252B0BD4BC7A4C7...

Print Name: Luzed Cruz

Title: Executive Director

Date: 9/11/2023

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EXHIBIT A – SCOPE OF WORK

A-1 Scope of Service

This agreement is purchasing the services provided by Children's Advocacy Centers (CACs) as listed in Exhibit B.

A-2 Major Agreement Goals

The major goal of this service is to improve the safety, permanency, and well-being of families and children involved in an allegation of child maltreatment by providing community-based ***services that augment, but that do not duplicate, services provided by state agencies***.

A-3 Service Area/Locations/Times

A-3.1 Services for clients shall be delivered at the locations where there are eligible CACs.

A-3.2 Client services shall be available from 8:00 A.M. to 5:00 P.M., Monday through Friday.

A-3.3 The CAC shall notify the FNCAC Contract Manager, in writing, thirty (30) calendar days in advance of any changes in the street or mailing address, telephone number, electronic mail address, or facsimile number that affects the FNCAC's ability to contact the CAC.

A-4 Clients To Be Served

A-4.1 Victims of child abuse and/or their non-offending family member/caregiver.

A-5 Client Eligibility

A-5.1 Eligible clients are families and children who are involved in an investigation of alleged child maltreatment and identified by a CAC to be in need of the services of the CAC.

A-6 Client Determination

A-6.1 The CAC shall determine eligibility for services based on the signed Agreement.

A-7 Equipment

A-7.1 No equipment or property shall be purchased with these funds.

A-8 Contract Limits

Services in addition to those required by the express provisions of this contract shall be deemed gratuitous and without charge to the FNCAC and/or the Department.

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EXHIBIT B – LIST OF SERVICES

Below is a list of services funded under this Agreement. The list is only for direct services to victims of child abuse or their non-offending family member/caregiver. The services will **augment, but not duplicate**, services provided by state agencies to the victim of child abuse or their non-offending family member.

- Augmented Services are services delivered to families or children that increase the number of units of service delivered to the same family or children served that do not duplicate services provided by state agencies.
- Primary victim is defined as: the child who has alleged abuse/neglect/witness to violence, drug endangered etc. (refer to the National Children's Alliance ("NCA") Standards and NCA required statistics reporting). If two siblings make allegations, then there are two primary victims.
- Direct service is direct contact with a person – not just leaving a message or sending correspondence.

B-1 Advocacy and Case Management - Advocacy and Case Management services on behalf of/for the primary victim and/or family member/caregiver and child witness:

- Crisis assessment and intervention, risk assessment, and safety planning and support for children and family member/caregiver at all stages of involvement with CAC
- Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed
- Presence at CAC during the forensic interview in order to participate in information sharing; inform and support family about the coordinated, multidisciplinary response; and assess needs of child and non-offending family member/caregiver
- Provision of education and access to victims' rights and crime victims' compensation
- Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance etc.)
- Provision of referrals for specialized, trauma focused, evidence-supported mental health and medical treatment, if not provided at the CAC
- Access to transportation to interviews, court, treatment and other case-related meetings
- Engagement in child and family response regarding participation in the investigation and/or prosecution
- Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services, and ensure the child and family's concerns are heard and addressed
- Provision of updates to the family on case status, continuances, dispositions, sentencing, and inmate status notification (including offender release from custody)
- Provision of court education and courthouse/courtroom tours, support, and accompaniment
- Coordinated case management meetings with all individuals providing victim advocacy services.

B-2 Mental Health Services:

- Therapy services are defined as specialized, evidence based, trauma focused mental health services.
    - Individual Therapy is a therapy session for one of the following: the primary victim, and/or family member/caregiver and sibling(s). Traditional individual therapy sessions are an hour and count as one

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service but the occasional 40-minute session with a child is understandable and would count as one service.

- Family Therapy is with two or more family member/caregivers and counts as one service.
- Group Therapy is ideally a group of three or more unrelated persons; however, it is understood that at times there may be a no show, or someone leaves the group and there is not another "suitable" member to join at that time. The group can be continued. One service per person in the group session is counted. For example, if there were 6 participants, 1 group therapy service would be counted with six participants and it must be documented in each participant's file.

- Psychological Evaluation is a concise description of an individual's current psychological and neurological functioning by a licensed psychologist or credentialed school psychologist through the interpretation of an individual's psychological testing, history, clinical interviews, behavioral symptoms, and observation for the purpose of providing relevant and professionally sound opinions in matters where a child's health and welfare may have been or may be harmed. The licensed psychologist or credentialed school psychologist must see the children or parents face-to-face. Service count would be one for the child and if an evaluation is done with a parent, one for the parent.

B-3 Forensic and Specialized Interviews:

- A forensic interview is a developmental and age appropriate interview conducted by staff designed to collect factual information from a child to determine if that child was the victim of a crime or witnessed a crime against another person. The forensic interview is conducted in a manner that is legally sound, of a neutral fact-finding nature, and is coordinated to avoid duplicative interviewing. Service counts will be on the primary victim and/or child witness and counts as one service.
- A specialized interview (SI) is an interview with a child or a member of the child's family for the purpose of gathering clinical data, family functioning, family history, or other information for assisting with the assessment of alleged child maltreatment. SI's may be done with the primary victim due to their age, developmental issues, not a prosecutable case, and other issues that are unique to each community. Specialized interviews are information gathering in nature, and include the development of a risk assessment, and may be more flexible, not following an interview protocol. Specialized interviews are not used/cannot be used for legal purposes. A specialized interview counts as one service.

B-4 Medical Exams and Evaluations - Service counts will be on the primary victim and/or siblings:

- A child who is a suspected victim of child abuse should be assessed to determine the need for a medical evaluation.
- A medical evaluation (exam or consult) is conducted by a qualified medical provider with pediatric experience and child abuse expertise to:
    1. help ensure the health, safety and well-being of the child;
    2. diagnose, document, and address medical conditions resulting from abuse;
    3. differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;
    4. diagnose, document, and address medical conditions unrelated to abuse; and
    5. assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment and make referrals, as necessary.
- Medical evaluations are routinely made available on-site or through linkage agreements with other appropriate agencies or providers.

- A medical evaluation counts as one service.

B-5 Interpreter Services:

- The eligible Children's Advocacy Centers will provide, **at no cost to the primary victim and/or family member/caregiver and child witness** (client(s)), appropriate auxiliary aids, including qualified or certified *(Term used by the U.S. Department of Justice to mean the existence of formal accreditation or certification.)* language interpreters, where necessary, to afford such persons an equal opportunity to participate in or benefit from the CAC's programs and services. Reference the Statewide Auxiliary Aids and Service Plan for Persons with Disabilities & Persons with Limited English Proficiency here.

- All clients and potential clients are entitled to an equal opportunity to use and benefit from the programs and services of the CACs. This includes language access to ensure that programs and services are equally accessible to and equally effective for otherwise qualified persons with Limited English Proficiency.
- The CACs will take reasonable steps to provide services and information in the appropriate language, other than English, to ensure that persons who are Limited English Proficient are effectively informed and can effectively participate in and benefit from its programs, services and activities.
- Language interpreters will be available for use by clients and potential clients in each phase of the service delivery process (e.g., telephone inquiries, requests, intake interviews, service delivery, counseling, complaints, testing, treatment, and training, etc.) This service will be at no cost to the client.

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EXHIBIT C – FY23-24 BUDGET

Refer to the DCF Required Reports & Instructions Document

1. Legal Name of Children's Advocacy Center:

The Ruth E. Handley Children's Advocacy Center of Highlands County, a Political Subdivision of the State of Florida

2. Description of Augmented and Unduplicated Direct Services that will be provided by the CAC with funds awarded under this agreement ***(Advocacy and Case Management Services, Mental Health (Therapy & Psychological Evaluations), Forensic and Specialized Interviews, Medical Exams and Evaluation, and Interpreter Services - refer to Exhibit B)*****:**

DCF Trust Funds will be utilized to perform Mental Health Services (i.e., trauma-focused mental health treatment) to CAC Clients

3. Cost/Rate of Services being provided. ***Base the rate of services on the units of services provided i.e. if advocacy/case management units of service = 15 minutes, base the cost on 15 minutes versus 1 hour.*****:**

The hourly rate of therapy service for a child victim without insurance is $80.

4. Number of Units of Service to be provided ***(Explain how number of units of service is derived):***

A therapy session is the equivalent to one unit of service. One unit of service is equivalent to one hour. 56.352 hours of therapy will be provided at $80.00/hr.

5. Estimated Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver (clients) that will be served ***(Explain how number is derived):***

A standard TF-CBT plan for a child victim consists of 12 1-hour sessions of therapy. 56.352 hours divided by 12 sessions to complete the program would equal 4.7 clients completing a full cycle of TF-CBT.

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ATTACHMENT A

Provided as Separate Attachments

A-1 Monthly Activity Report & Invoice

A-2 Monthly Services Detail Report

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ATTACHMENT B

Data Form

Provided as Separate Attachment

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ATTACHMENT C

Support to the Deaf and Hard-of-Hearing

To support effective communications for customers or companions who are deaf and hard-of- hearing, Department of Children and Families (DCF), every provider and subcontractor employee is required to know or be familiar with the following:

- Name, contact information, and role & responsibility for your DCF Contracted Agency Single Point of Contact.
- Name, contact information, and role & responsibility for the DCF ADA/504 Coordinator,
- Requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.794, as implemented by C.F.R. Part 84, the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35, and the DCF Operating Procedure (CFOP) 60-10, Chapter 4 entitled "Auxiliary Aids and Services for the Deaf or Hard of Hearing.

Contact Information and Roles and Responsibilities

My Single Point of Contact at my location is:

Provider/ Subcontractor	Single Point of Contact	Phone	Email

This Single Point of Contact's responsibility is to:

1. Ensure effective communication with deaf and hard of hearing Customers or Companions in accordance with the ADA and/or Section 504.
2. Capture the information required in the Auxiliary Aid Service Record described in Section G.8 within each Customer's case record.
3. Summarize the records into a report and submit to the DCF Contract Manager who will forward to the appropriate DCF ADA/Section 504 Coordinator.
4. Ensure that information is provided to any agency to which a deaf and hard of hearing Customer or Companion is referred about the individual's requested auxiliary aid or service.
5. Designate a Single Point of Contact as each contractual agreement with DCF is renewed.

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DCF ADA/SECTION 504 COORDINATORs

The ADA/504 Coordinator responsible for my activity is:

Region	Coordinator	Phone	Email
Headquarters	Sylvia Barge	(850) 717-4277	sylvia.barge@myflfamilies.com
Northwest	Sylvia Barge	(850) 717-4277	sylvia.barge@myflfamilies.com
FSH	Romina Artaza	(904) 813-0814	romina.artaza@myflfamilies.com
Northeast	Romina Artaza	(904) 813-0814	romina.artaza@myflfamilies.com
NEFSH/NFETC	Romina Artaza	(904) 813-0814	romina.artaza@myflfamilies.com
Central	Dick Valentine	(904) 485-9682	dick.valentine@myflfamilies.com
SunCoast	Dick Valentine	(904) 485-9682	dick.valentine@myflfamilies.com
Southeast	Shenna Fluriach	(786) 257-5218	shenna.fluriach@myflfamilies.com
Southern	Shenna Fluriach	(786) 257-5218	shenna.fluriach@myflfamilies.com

The ADA/504 Coordinator's responsibility is to:

1. Disseminate specific plans and procedures to fully implement the requirements of Section 504 and the ADA.
2. Analyze data collection collected in the Auxiliary Aid and Service Record and implement any corrective action plan, if warranted.
3. Answer questions and provide appropriate assistance regarding immediate access to and proper use of appropriate auxiliary aids and services.
4. Identify, develop and coordinate the distribution of qualified sign language and/or oral interpreters for the Direct Service Facilities.
5. Keep abreast of new technology and resources for ensuring effective communication with deaf and hard of hearing persons.
6. Submit a report describing the method for capturing all information required in the Customer Communication Template and Auxiliary Aid and Service Record.
7. Communicate with each Single Point of Contact concerning services to deaf and hard-of hearing Customers or Companions.

I, _____, attest to the following:

1. I received the names, contact information, and Roles & Responsibilities for the Contracted Agency Single Point of Contact and the DCF ADA/504 Coordinator.
2. I understand that I will contact the Contracted Agency Single Point of Contact, within my office, regarding assistance with the delivery of services to deaf and hard of hearing customers.
3. I am familiar with the requirements of Section 504, the ADA, and the CFOP 60-10, Chapter 4, entitled, Auxiliary Aids and Services for the Deaf and Hard of Hearing.

_____

Signature Date

*This document will be maintained in the personnel

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ATTACHMENT D

ATTESTATION OF COMPLIANCE with Background Screening Requirements

Authority: This form shall be used by all required staff (employees/contractors) working on the Department of Children and Families Grant funded through Florida Network of Children's Advocacy Centers to comply with the attestation requirements of section 435.05(2), Florida Statutes, which state that every employee required to undergo Level 2 background screening must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to this chapter and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

This form must be maintained in the employee's personnel file.

Employee/Contractor Name:
Child Advocacy Center Name:
Address of Child Advocacy Center:

You must attest to meeting the requirements for employment and you may not have been arrested for and awaiting final disposition of, have been found guilty of, regardless of adjudication, or have entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction: Criminal offenses found in section 435.04, F.S.

(a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.

(b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.

(c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.

(d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.

(e) Section 782.04, relating to murder.

(f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.

(g) Section 782.071, relating to vehicular homicide.

(h) Section 782.09, relating to killing of an unborn child by injury to the mother.

(i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.

(j) Section 784.011, relating to assault, if the victim of the offense was a minor.

(k) Section 784.03, relating to battery, if the victim of the offense was a minor.

(l) Section 787.01, relating to kidnapping.

(m) Section 787.02, relating to false imprisonment.

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(n) Section 787.025, relating to luring or enticing a child.

(o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.

(p) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.

(q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.

(r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.

(s) Section 794.011, relating to sexual battery.

(t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.

(u) Section 794.05, relating to unlawful sexual activity with certain minors.

(v) Chapter 796, relating to prostitution.

(w) Section 798.02, relating to lewd and lascivious behavior.

(x) Chapter 800, relating to lewdness and indecent exposure.

(y) Section 806.01, relating to arson.

(z) Section 810.02, relating to burglary.

(aa) Section 810.14, relating to voyeurism, if the offense is a felony.

(bb) Section 810.145, relating to video voyeurism, if the offense is a felony.

(cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.

(dd) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.

(ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(gg) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(hh) Section 826.04, relating to incest.

(ii) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(jj) Section 827.04, relating to contributing to the delinquency or dependency of a child.

(kk) Former s. 827.05, relating to negligent treatment of children.

(ll) Section 827.071, relating to sexual performance by a child.

(mm) Section 843.01, relating to resisting arrest with violence.

(nn) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(oo) Section 843.12, relating to aiding in an escape.

(pp) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(qq) Chapter 847, relating to obscene literature.

(rr) Section 874.05, relating to encouraging or recruiting another to join a criminal gang.

(ss) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.

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(tt) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(uu) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(vv) Section 944.40, relating to escape.

(ww) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(xx) Section 944.47, relating to introduction of contraband into a correctional facility.

(yy) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(zz) Section 985.711, relating to contraband introduced into detention facilities.

(3) The security background investigations under this section must ensure that no person subject to this section has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.

Attestation

Under penalty of perjury, I, _____, hereby swear or affirm that I meet the requirements for qualifying for employment in regard to the background screening standards set forth in Chapter 435 F.S. In addition, I agree to inform my employer immediately if arrested for any of the disqualifying offenses while employed by or contracting for the Child Advocacy Center.

_____	_____	_____
Employee/Contractor Signature	Title	Date

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Employment Screening Affidavit

CONTRACT NO.: LJ012/23-24 DCF

The undersigned Children's Advocacy Center (CAC) hereby attests that all CAC employees and/or contractors utilized by the CAC for the DCF Agreement who are required by Florida law and by CFOP 60-25, Chapter 2, to be screened in accordance with Chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by Sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

a. Employment history checks;
b. Fingerprinting for all criminal record checks;
c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
d. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and
e. Security background investigation, which may include local criminal record checks through local law enforcement agencies.
f. Attestation by each employee/contractor, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to Chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

All required staff and/or subcontractors have been screened or the CAC is awaiting the results of screening.

CAC Name: The Ruth E. Handley Children's Advocacy Center of Highlands County
(Print Name)

By: Julie Richardson Date: 6/29/2023
Signature Of Authorized Representative

Representative's Name/Title: Julie Richardson, CAC Manager
(Print Name/Title)

State Of Florida
County Of Highlands

Sworn to (or affirmed) and subscribed before me, by means of ☑ physical presence or ☐ online notarization this 29th day of June, 2023 (year), by

VICTOR GARCIA-HERREROS
Commission # GG 907661
Expires September 22, 2023
Bonded Thru Budget Notary Services

Signature of Notary (Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ✓ Personally Known OR ___ Produced the following I.D. _____

Make sure to complete the 2nd page

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VENDOR NAME Highlands County Board of County Commissioners FEIN#_____

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE

ADDRESS: 1968 Sebring Parkway

CITY, STATE, ZIP: Sebring, FL 33870

PHONE NUMBER: 863-402-6845

EMAIL ADDRESS: jrichardson@highlandsfl.gov or cacmanager@highlandsfl.gov

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Attachment A-1

2023-2024 DCF Trust Fund Monthly Activity Report & Invoice

Upload to Track-It No later than the 7th calendar day of the Month
June Final is due no later than July 10, 2024

CAC Name: _____ **CAC #:** _____

A	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars													0
	Service - 1:													
	Rate - 1:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars													0

B	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars													0
	Service - 2:													
	Rate - 2:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars													0

C	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars													0
	Service - 3:													
	Rate - 3:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars													0

TOTAL	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Total Number of augmented and unduplicated units of service delivered with trust fund dollars	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL INVOICE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Total Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars	0	0	0	0	0	0	0	0	0	0	0	0	0

Definitions:

Augmented Services – Services delivered to families or children that increase the number of units of service delivered to the same family or children served that do not duplicate services provided by state agencies.

Unduplicated Services - An unduplicated unit of service is defined as a client receiving one of the core CAC services: (Forensic Interview, Specialized Interview, Medical Exam, Psychological Evaluation, Victim Advocacy, Therapy), if the employee/contractor is paid using FNCAC DCF Grant funds.

Instructions:

There are some CACs that have budgeted for more than one service or their service unit is in a cost range i.e. $800-$1,000. Therefore, there are 3 areas (A, B & C) above where the separate services can be added (if budgeted for more than 1 service) or the service with multiple unit costs can be added.
If your CAC budgeted 1 service with 1 service unit cost, only use Activity Section "A".

1 Insert the units of service delivered for the current month and the previous month(s) in row #1. You are reporting the number of units of service that augment current services and those that do not duplicate services that are provide by other state agencies. This comes from the total of column F on the Monthly Services Detail Report.

YTD will automatically calculate. The total YTD at the end of the contract period should represent the number listed in Exhibit C #4 of your Trust Fund Agreement.

2 Insert the number of clients seen for the current month and the previous month(s) in row #2. This comes from the total of column D on the Monthly Services Detail Report.
Note: this may not be the same number as listed for units of service.

YTD will automatically calculate.

Note: If your previous month(s) numbers have changed from prior submissions, highlight and provide explanation for the change.

I certify that the above is true and a correct reflection of this period's activities, as stipulated in this agreement.

Signature: _____ **Title:** _____

Printed Name: _____ **Date:** _____

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Attachment A-2

2023-2024 DCF Trust Fund Monthly Services Detail Report

Upload to Track-It No later than the 7th of the Month

CAC Name:	CAC #:
Service Month & Year:	

All columns below AND the certification must be completed; otherwise, the form will be returned.

Service Type : Advocacy, Case Management, Individual Therapy, Family Therapy, Group Therapy, Psychological Consultation, Psychological Evaluation, Forensic Interview, Specialized Interview, Medical Evaluation/Exam, Translation Services	**Service Date**	**Case Id #**	**Recipient:** (Client, Parent, Caregiver, Sibling) *Add the total # seen and input at bottom of page*	**Employee/ Contractor:** (give full name)	**Number of Units Service Provided:**

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FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC:	**CAC Number:**
Service Month: July-23	

Gender of clients served this month ***(should match Totol Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:	Female Child Total:	Total All: 0
Male Adult Total:	Female Adult Total:	Total Children: 0
Other child Total:	Other Adult Total:	Total Adults: 0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:	Hispanic Child Total:	
White Adult Total:	Hispanic Adult Total:	
African American Child Total:	Other Child Total:	Total All: 0
African American Adult Total:	Other Adult Total:	Total Children: 0
		Total Adults: 0

Primary Maltreatment of clients served this month:

Sexual Abuse:	Drug Endangerment:	
Witness to Violence:	Neglect:	
Physical Abuse:	Other:	Total: 0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

		Total All: 0
0-6 years:	13-17 Years:	Total Children: 0
7-12 years:	Adult:	Total Adults: 0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

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FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC:	0	**CAC Number:**	0
Service Month:	August-23		

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:		Female Child Total:		Total All:	0
Male Adult Total:		Female Adult Total:		Total Children:	0
Other child Total:		Other Adult Total:		Total Adults:	0

Race of clients served this month ***(should match Totol Number "served" os reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:		Hispanic Child Total:			
White Adult Total:		Hispanic Adult Total:			
African American Child Total:		Other Child Total:		Total All:	0
African American Adult Total:		Other Adult Total:		Total Children:	0
				Total Adults:	0

Primary Maltreatment of clients served this month:

Sexual Abuse:		Drug Endangerment:			
Witness to Violence:		Neglect:			
Physical Abuse:		Other:		Total:	0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

				Total All:	0
0-6 years:		13-17 Years:		Total Children:	0
7-12 years:		Adult:		Total Adults:	0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

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FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	**CAC Number:** 0
Service Month: September-23	

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:	Female Child Total:	Total All: 0
Male Adult Total:	Female Adult Total:	Total Children: 0
Other child Total:	Other Adult Total:	Total Adults: 0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:	Hispanic Child Total:	
White Adult Total:	Hispanic Adult Total:	
African American Child Total:	Other Child Total:	Total All: 0
African American Adult Total:	Other Adult Total:	Total Children: 0
		Total Adults: 0

Primary Maltreatment of clients served this month:

Sexual Abuse:	Drug Endangerment:	
Witness to Violence:	Neglect:	
Physical Abuse:	Other:	Total: 0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

		Total All: 0
0-6 years:	13-17 Years:	Total Children: 0
7-12 years:	Adult:	Total Adults: 0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952
DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	**CAC Number:** 0
Service Month: October-23	

Gender of clients served this month ***(should match Total Number "served" as reported an row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total: _____ Female Child Total: _____ Total All: 0
Male Adult Total: _____ Female Adult Total: _____ Total Children: 0
Other child Total: _____ Other Adult Total: _____ Total Adults: 0

Race of clients served this month ***(should match Total Number "served" as reported on raw 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total: _____ Hispanic Child Total: _____
White Adult Total: _____ Hispanic Adult Total: _____
African American Child Total: _____ Other Child Total: _____ Total All: 0
African American Adult Total: _____ Other Adult Total: _____ Total Children: 0
Total Adults: 0

Primary Maltreatment of clients served this month:

Sexual Abuse: _____ Drug Endangerment: _____
Witness to Violence: _____ Neglect: _____
Physical Abuse: _____ Other: _____ Total: 0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Total All: 0
0-6 years: _____ 13-17 Years: _____ Total Children: 0
7-12 years: _____ Adult: _____ Total Adults: 0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy: _____ Psychological Consultation: _____
Case Mangement: _____ Psychological Evaluation: _____
Individual Therapy: _____ Forensic Interview: _____
Family Therapy: _____ Specialized Interview: _____
Group Therapy: _____ Medical Evaluation/Exam: _____
Translation Services: _____ Total: 0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy: _____ Psychological Consultation: _____
Case Mangement: _____ Psychological Evaluation: _____
Individual Therapy: _____ Specialized Interview: _____
Family Therapy: _____ Translation Services: _____
Group Therapy: _____ Total: 0

Grand Total: 0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy: _____ Psychological Consultation: _____
Case Mangement: _____ Psychological Evaluation: _____
Individual Therapy: _____ Forensic Interview: _____
Family Therapy: _____ Specialized Interview: _____
Group Therapy: _____ Medical Evaluation/Exam: _____
Translation Services: _____ Total: 0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy: _____ Psychological Consultation: _____
Case Mangement: _____ Psychological Evaluation: _____
Individual Therapy: _____ Specialized Interview: _____
Family Therapy: _____ Translation Services: _____
Group Therapy: _____ Total: 0

Grand Total: 0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952

DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC:	0	**CAC Number:**	0
Service Month:	November-23		

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:		Female Child Total:		Total All:	0
Male Adult Total:		Female Adult Total:		Total Children:	0
Other child Total:		Other Adult Total:		Total Adults:	0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:		Hispanic Child Total:			
White Adult Total:		Hispanic Adult Total:			
African American Child Total:		Other Child Total:		Total All:	0
African American Adult Total:		Other Adult Total:		Total Children:	0
				Total Adults:	0

Primary Maltreatment of clients served this month:

Sexual Abuse:		Drug Endangerment:			
Witness to Violence:		Neglect:			
Physical Abuse:		Other:		Total:	0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

				Total All:	0
0-6 years:		13-17 Years:		Total Children:	0
7-12 years:		Adult:		Total Adults:	0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952

DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	**CAC Number:** 0
Service Month: December-23	

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:	Female Child Total:	Total All: 0
Male Adult Total:	Female Adult Total:	Total Children: 0
Other child Total:	Other Adult Total:	Total Adults: 0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:	Hispanic Child Total:	
White Adult Total:	Hispanic Adult Total:	
African American Child Total:	Other Child Total:	Total All: 0
African American Adult Total:	Other Adult Total:	Total Children: 0
		Total Adults: 0

Primary Maltreatment of clients served this month:

Sexual Abuse:	Drug Endangerment:	
Witness to Violence:	Neglect:	
Physical Abuse:	Other:	Total: 0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

		Total All: 0
0-6 years:	13-17 Years:	Total Children: 0
7-12 years:	Adult:	Total Adults: 0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952
DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	**CAC Number:** 0
Service Month: January-24	

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:	Female Child Total:	Total All: 0
Male Adult Total:	Female Adult Total:	Total Children: 0
Other child Total:	Other Adult Total:	Total Adults: 0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:	Hispanic Child Total:	
White Adult Total:	Hispanic Adult Total:	
African American Child Total:	Other Child Total:	Total All: 0
African American Adult Total:	Other Adult Total:	Total Children: 0
		Total Adults: 0

Primary Maltreatment of clients served this month:

Sexual Abuse:	Drug Endangerment:	
Witness to Violence:	Neglect:	
Physical Abuse:	Other:	Total: 0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

		Total All: 0
0-6 years:	13-17 Years:	Total Children: 0
7-12 years:	Adult:	Total Adults: 0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952

DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC:	0	**CAC Number:**	0
Service Month:	February-24		

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:		Female Child Total:		Total All:	0
Male Adult Total:		Female Adult Total:		Total Children:	0
Other child Total:		Other Adult Total:		Total Adults:	0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:		Hispanic Child Total:			
White Adult Total:		Hispanic Adult Total:			
African American Child Total:		Other Child Total:		Total All:	0
African American Adult Total:		Other Adult Total:		Total Children:	0
				Total Adults:	0

Primary Maltreatment of clients served this month:

Sexual Abuse:		Drug Endangerment:			
Witness to Violence:		Neglect:			
Physical Abuse:		Other:		Total:	0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

				Total All:	0
0-6 years:		13-17 Years:		Total Children:	0
7-12 years:		Adult:		Total Adults:	0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952
DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	**CAC Number:** 0
Service Month: March-24	

Gender of clients served this month ***(should match Totol Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:	Female Child Total:	Total All: 0
Male Adult Total:	Female Adult Total:	Total Children: 0
Other child Total:	Other Adult Total:	Total Adults: 0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:	Hispanic Child Total:	
White Adult Total:	Hispanic Adult Total:	
African American Child Total:	Other Child Total:	Total All: 0
African American Adult Total:	Other Adult Total:	Total Children: 0
		Total Adults: 0

Primary Maltreatment of clients served this month:

Sexual Abuse:	Drug Endangerment:	
Witness to Violence:	Neglect:	
Physical Abuse:	Other:	Total: 0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

		Total All: 0
0-6 years:	13-17 Years:	Total Children: 0
7-12 years:	Adult:	Total Adults: 0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Forensic Interview:	
Family Therapy:	Specialized Interview:	
Group Therapy:	Medical Evaluation/Exam:	
	Translation Services:	Total: 0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:	Psychological Consultation:	
Case Mangement:	Psychological Evaluation:	
Individual Therapy:	Specialized Interview:	
Family Therapy:	Translation Services:	
Group Therapy:		Total: 0
		Grand Total: 0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952

DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC:	0	**CAC Number:**	0
Service Month:	April-24		

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:		Female Child Total:		Total All:	0
Male Adult Total:		Female Adult Total:		Total Children:	0
Other child Total:		Other Adult Total:		Total Adults:	0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:		Hispanic Child Total:			
White Adult Total:		Hispanic Adult Total:			
African American Child Total:		Other Child Total:		Total All:	0
African American Adult Total:		Other Adult Total:		Total Children:	0
				Total Adults:	0

Primary Maltreatment of clients served this month:

Sexual Abuse:		Drug Endangerment:			
Witness to Violence:		Neglect:			
Physical Abuse:		Other:		Total:	0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

				Total All:	0
0-6 years:		13-17 Years:		Total Children:	0
7-12 years:		Adult:		Total Adults:	0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952

DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC:	0	**CAC Number:**	0
Service Month:	May-24		

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:		Female Child Total:		Total All:	0
Male Adult Total:		Female Adult Total:		Total Children:	0
Other child Total:		Other Adult Total:		Total Adults:	0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:		Hispanic Child Total:			
White Adult Total:		Hispanic Adult Total:			
African American Child Total:		Other Child Total:		Total All:	0
African American Adult Total:		Other Adult Total:		Total Children:	0
				Total Adults:	0

Primary Maltreatment of clients served this month:

Sexual Abuse:		Drug Endangerment:			
Witness to Violence:		Neglect:			
Physical Abuse:		Other:		Total:	0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

				Total All:	0
0-6 years:		13-17 Years:		Total Children:	0
7-12 years:		Adult:		Total Adults:	0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952

DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC:	0	**CAC Number:**	0
Service Month:	June-24		

Gender of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

Male Child Total:		Female Child Total:		Total All:	0
Male Adult Total:		Female Adult Total:		Total Children:	0
Other child Total:		Other Adult Total:		Total Adults:	0

Race of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

White Child Total:		Hispanic Child Total:			
White Adult Total:		Hispanic Adult Total:			
African American Child Total:		Other Child Total:		Total All:	0
African American Adult Total:		Other Adult Total:		Total Children:	0
				Total Adults:	0

Primary Maltreatment of clients served this month:

Sexual Abuse:		Drug Endangerment:			
Witness to Violence:		Neglect:			
Physical Abuse:		Other:		Total:	0

Age of clients served this month ***(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):***

				Total All:	0
0-6 years:		13-17 Years:		Total Children:	0
7-12 years:		Adult:		Total Adults:	0

Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):

Number children "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number non-offending family members/caregivers "served" (unduplicated) this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):

Number of units of service provided to children this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Forensic Interview:			
Family Therapy:		Specialized Interview:			
Group Therapy:		Medical Evaluation/Exam:			
		Translation Services:		Total:	0

Number of units of service provided to non-offending family members/caregivers this month:

Advocacy:		Psychological Consultation:			
Case Mangement:		Psychological Evaluation:			
Individual Therapy:		Specialized Interview:			
Family Therapy:		Translation Services:			
Group Therapy:				Total:	0
				Grand Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

DocuSign Envelope ID: 427AE31A-D04F-4D34-A9D2-EC03B4917952
DocuSign Envelope ID: 2DE1A088-52A2-4347-8D7B-3422C2D5DB69

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	**CAC Number:** 0

Gender of clients served YTD *(should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):*

Male Child Total:	0	Female Child Total:	0	Total All:	0
Male Adult Total:	0	Female Adult Total:	0	Total Children:	0
Other child Total:	0	Other Adult Total:	0	Total Adults:	0

Race of clients served YTD (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):

White Child Total:	0	Hispanic Child Total:	0		
White Adult Total:	0	Hispanic Adult Total:	0		
African American Child Total:	0	Other Child Total:	0	Total All:	0
African American Adult Total:	0	Other Adult Total:	0	Total Children:	0
				Total Adults:	0

Primary Maltreatment of clients served YTD:

Sexual Abuse:	0	Drug Endangerment:	0		
Witness to Violence:	0	Neglect:	0		
Physical Abuse:	0	Other:	0	Total:	0

Age of clients served YTD (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):

				Total All:	0
0-6 years:	0	13-17 Years:	0	Total Children:	0
7-12 years:	0	Adult:	0	Total Adults:	0

Number of victims of child abuse or their non-offending family member/caregiver served YTD (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):

Number children "served" (unduplicated) YTD:

Advocacy:	0	Psychological Consultation:	0		
Case Mangement:	0	Psychological Evaluation:	0		
Individual Therapy:	0	Forensic Interview:	0		
Family Therapy:	0	Specialized Interview:	0		
Group Therapy:	0	Medical Evaluation/Exam:	0		
		Translation Services:	0	Total:	0

Number non-offending family members/caregivers "served" (unduplicated) YTD:

Advocacy:	0	Psychological Consultation:	0		
Case Mangement:	0	Psychological Evaluation:	0		
Individual Therapy:	0	Specialized Interview:	0		
Family Therapy:	0	Translation Services:	0		
Group Therapy:	0			Total:	0
				Grand Total:	0

Number of units of service delivered YTD (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the year):

Number of units of service provided to children YTD:

Advocacy:	0	Psychological Consultation:	0		
Case Mangement:	0	Psychological Evaluation:	0		
Individual Therapy:	0	Forensic Interview:	0		
Family Therapy:	0	Specialized Interview:	0		
Group Therapy:	0	Medical Evaluation/Exam:	0		
		Translation Services:	0	Total:	0

Number of units of service provided to non-offending family members/caregivers YTD:

Advocacy:	0	Psychological Consultation:	0		
Case Mangement:	0	Psychological Evaluation:	0		
Individual Therapy:	0	Specialized Interview:	0		
Family Therapy:	0	Translation Services:	0		
Group Therapy:	0			Total:	0
				Grand Total:	0

Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-84 for Budget Amendment 23-24-070 to realign funds in project #22069, Jail Chiller Replacement.**

STATEMENT OF ISSUE

Project # 22069, Jail Chiller Replacement was Board approved in 2022 in the amount of $200,000.00. Funds are being appropriated from Fund Balance Brought Forward to Cost Center 3322A, County Jail Maintenance, account 56400Z, Project Equipment.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-84 for Budget Amendment 23-24-070 to realign funds in project #22069, Jail Chiller Replacement.

FISCAL IMPACT

Fiscal impact is an increase in Fund 151 (Infrastructure Surtax) of $200,000.00 which being appropriated from Fund Balance Brought Forward to set up funding in Project 22069 (Jail Chiller Evaluation_Study), Cost Center 3322A (County Jail 151), Account 56400Z (Project Equipment).

Attachments: 23-24-070 Proj 22069 Jail Chillr Evaluation_Study (BA) (002).pdf
23-24-070R Proj 22069 Jail Chiller Evaluation_Study (Resolution) (002).pdf

REVIEWED
O.M.B DEPARTMENT
March 20, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/14/2024** SUBMITTED BY: **Tiffany Gunn**

FUND(S): **151** FUND TITLE(S): **Infrastructure Sutax** COST CENTER(S) #: **3322A**

PROJECT(S) #: **22069** PROJECT TITLE(S): **Jail Chiller Replacement** COST CENTER TITLE(S): **County Jail Maitenance**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100	Fund Balance Brought Forward		0.00	200,000.00		200,000.00
R	151		3999100	Fund Balance Brought Forward		200,000.00		200,000.00	0.00
R	151		3399100Z	Project Fund Balance Forward	22069	0.00	200,000.00		200,000.00
E	151	3322A	56400Z	Project Equipment	22069	0.00	200,000.00		200,000.00
									0.00
									0.00
									0.00

REASON: **To appropriate non-Z Fund Balance funds into Project # 22069**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-070**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-84

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-070 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-070 is hereby approved and authorized to appropriate Fund Balance Brought Forward to fund Project #22069 for FY23/24. The net fiscal impact is an increase in the amount of $200,000.00.

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 2nd day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 2, 2024

PRESENTER:	**Tanya Cannady, Business Services Director** **Lori DeLoach, Purchasing Manager**
SUBJECT/TITLE:	**Request approval to upgrade one of the three (3) Purchasing Analyst positions to a Senior Procurement Analyst position.**

STATEMENT OF ISSUE

In an effort to prepare for succession planning in the Purchasing Department we are requesting an approval of the Senior Procurement Analyst job description. The intent is to upgrade a current Procurement Analyst position (PG 111) to a Senior Procurement Analyst position (PG 115) in an effort to hire an individual with high level skills and experience in the procurement field.

RECOMMENDED ACTION

Move to approve the upgrade one of the three (3) Purchasing Analyst positions to a Senior Procurement Analyst position.

FISCAL IMPACT

The fiscal impact is an estimated increase of $20,000 to Fund 005 (General), cost center 2558 (Purchasing), account 51200 (Regular Salaries & Wages).

Attachments: Senior Procurement Analyst () 03.22.2024-Agenda.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: Senior Procurement Analyst	**Division**: Purchasing	**Department:** Business Services	**Cost Center:** 2558
Job Code: TBD	**Pay Grade**: 115	**Pay Band:** $56,432.16 - $84,648.24	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Procurement Manager Job Code 1027 Pay Grade 117

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Procurement Analyst 0146 / 111		
Procurement Agent 1099 / 109		

POSITION DUTIES & RESPONSIBILITIES

General Description:

This is a professional position responsible for serving as Administrator in the preparation, issuance, and award of bids and proposals for the purpose of securing items and/or services within budget and in compliance with regulatory requirements. Duties include contract administration. This position serves as the Procurement Manager in their absence.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Responsible for coordinating the procurement of goods and services required in accordance with all applicable federal, state and local laws, policies and procedures. Prepare and maintain accurate records and follow-up.
- Analyze current procurement activities and recommend improvements through more efficient procurement methods, e-procurement, privatization, quantity discounts, standardization, value analysis or cooperative purchasing. Prepare and analyze competitive sealed bids, competitive sealed proposals, formal written quotes.
- Assist in the preparation highly technical and complex specifications, contracts and solicitation documents, including all related research and value analysis.
- Work with Departments to negotiate with consultants and contractors regarding specifications, scope of work, prices, terms and conditions.
- Research market sources and suppliers to locate and ensure most cost effective and competitive pricing for the purchase of supplies and services.
- Maintain the integrity of the public procurement process.
- Facilitate Meetings: Conduct meetings, coordinate and supervise activities of evaluation committees.
- Purchase Orders: Review requisitions ensure proper procurement procedures are implemented. Recommend alternatives that would result in greater value.
- Review and execute contracts, purchase orders, change orders and other documents within delegated authority.
- P-Cards: Administer P-Card program, responsible for training, issuance of cards, review of receipt entry, reconciliation of monthly charges. Conduct annual and periodic card inventories.
- Customer Service: Confer with employees, consultants, contractors and suppliers in order to acquaint them with procurement policies and procedures and to obtain information on required products and services.
- Effectively communicate procurement policies and procedures. Prepare training material and provide procurement related training as needed.
- Consistently follow Board policies and procedures.
- Responds productively to change and performs all other related tasks/duties as required and as directed.
- Supervises Purchase Analyst and Agent positions.
- Assist with peer review of solicitations and other work performed.
- Serves as the Procurement Manager in their absence.
- Assist with creation and implementation of procurement policies and procedures.

Knowledge, Skills, and Abilities:

• Knowledge of the principals, practices, and legal requirements of public procurement.
• Knowledge of general government operations including fixed assets, fuel sites, and purchasing card process.
• Ability to follow and enforce Board adopted policies and procedures.
• Ability to perform cost and statistical analysis.
• Ability to maintain effective working relationships with coworkers, supervisors, managers, directors, Elected Officials, vendors, and the general public.
• Ability to communicate effectively, both orally and in writing.
• Ability to utilize computer software programs such as Microsoft Office Suite that includes Word, Excel spreadsheet, PowerPoint and other database software.
• Ability to prepare specifications and evaluate quotes, bids, and proposals.
• Ability to plan, formulate, and execute tasks and projects.
• Knowledge of Florida Statutes on Procurement, Professional Services and Construction.
• Knowledge of Federal regulations related to grant funding.
• Ability to utilize computer software programs such as Microsoft Outlook, Microsoft Office Suite that includes Word, Excel, PowerPoint, Adobe, and other software as needed. Knowledge of Microsoft Teams, Cisco Jabber, FinPlus ERP and Cobblestone contract management software are a plus .

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 70% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, businesses, co-workers, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves material and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions and have the ability to perform site-visits that may be of rough terrain or construction zone Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Experience:

Associates degree from an accredited college or university in Business Administration, Public Administration, or Accounting and a minimum of three (3) years of progressively responsible experience in procurement, business analysis, or accounting, or 8 years progressively responsible professional experience may be substituted for the degree and experience. Government experience preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.
Universal Public Procurement Certification Council (UPPCC) or National Institute of Governmental Purchasing (NIGP) procurement certification is preferred.

Other job related requirements:

Disaster Essential.

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

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 ☐ Supervisor/Director Signature:	Title: Procurement Manager	Date:

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: April 2, 2024

PRESENTER: **Gail T. Werley, Children's Advocacy Center**

SUBJECT/TITLE: **Request adoption of resolution 23-24-86 for Budget Amendment 23-24-072 to update appropriations from State Grant awarded funding to the Children's Advocacy Center pursuant to the Florida Network of Children's Advocacy Center's (FNCAC) Grant award accepted on 10-06-2023.**

STATEMENT OF ISSUE

The Children's Advocacy Center (CAC) was awarded $90,828.51 from the FNCAC Project #22083 to be used for cost reimbursement for CAC & Child Protection Team direct services to child victims and their non-offending caregivers. This budget amendment is adjusting the project balance in FY24 to reflect the expenditures posted in FY23 as well as realigning funds within the project.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-86 for Budget Amendment 23-24-072 to update appropriations from State Grant awarded funding to the Children's Advocacy Center pursuant to the Florida Network of Children's Advocacy Center's (FNCAC) Grant award accepted on 10-06-2023.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) in the amount of $1,931.90. In addition, funds within Project 22083 (FNCAC 23-24) are being realigned in the amount of $6,735.58 in several accounts.

Attachments: 23-24-072 Project 22083 FNCAC Realigning Funds (BA).pdf
23-24-072R Project 22083 FNCAC Realigning Funds(Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
March 25, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/19/2024** SUBMITTED BY: **Gail T. Werley**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **22083** PROJECT TITLE(S): **FNCAC 23-24** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Proj	22083	74,027.45		1,931.90	72,095.55
E	005	3995	54000Z	Project Travel & Per Diem	22083	3,960.00		1,931.90	2,028.10
E	005	3995	51200Z	Project Regular Salaries	22083	49,730.76		6,231.58	43,499.18
E	005	3995	54000Z	Project Travel & Per Diem	22083	2,028.10	2,467.75		4,495.85
E	005	3995	53400Z	Project Contractual Svc	22083	11,111.11	296.39		11,407.50
E	005	3995	55100Z	Project Office Supplies	22083	2,186.58	1,824.44		4,011.02
E	005	3995	55403Z	Project Educ & Training	22083	2,850.00	2,147.00		4,997.00
E	005	3995	55404Z	Project Dues & Memberships	22083	4,064.00		504.00	3,560.00

REASON: **To make adjustments and corrections to the rollover project balance from FY 22/23 into the current FY 23/24 and to realign funding within Project 22083 FNCAC FY23-24 for cost reimbursement of CAC and CPT Direct Services to child victims and their non-offender caregivers.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-072

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-86

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-072 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 23-24-072 is hereby approved and authorized to make adjustments and corrections to the rollover project balance from FY 22/23 into the current FY 23/24 and to realign funding within Project 22083 FNCAC FY23-24 for cost reimbursement of CAC and CPT Direct Services to child victims and their non-offender caregivers. The fiscal impact is a decrease of $1,931.90.

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 2nd day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request approval to accept into the record the County Administrators Annual Report for Fiscal Year 2022-2023.**

STATEMENT OF ISSUE

The County Administrator is required to present to the Board of County Commissioners an annual report reflecting achievements during the preceding year. Florida Statutes, Section 125.74 (b), states that it is the responsibility of the County Administrator to: "provide an annual report to the board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents."

Please find the attached FY 2022-2023 Annual Report. The Annual Report will be posted to the County's Official website and can be accessed at www.highlandsfl.gov

RECOMMENDED ACTION

Move to accept into the record the County Administrators Annual Report for Fiscal Year 2022-2023.

FISCAL IMPACT

No fiscal impact.

Attachments: County annual report FY 2022-2023.pdf

2023

ANNUAL REPORT

PRESENTED BY

Highlands County Board of County Commissioners



ANNUAL REPORT

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HIGHLANDS COUNTY

Meet the Commissioners



KEVIN ROBERTS
DISTRICT 1



DON ELWELL
DISTRICT 2



SCOTT KIROUAC
DISTRICT 3



ARLENE TUCK
DISTRICT 4



CHRIS CAMPBELL
DISTRICT 5

Highlands County is governed by five elected commissioners, each representing one of five geographic county districts. All commissioners are elected at large.

Regular Board meetings are advertised, open to the public, and streamed live.

Accessed from:

- 600 S. Commerce Ave., Sebring
- www.highlandsfl.gov
- Facebook: Highlands County Board of County Commissioners

Message from the Administrator



Dear Commissioners,

What an amazing year. It is an honor and privilege to serve as your Highlands County Administrator. This annual report is a snapshot of the progress of the 2022-23 Fiscal Year and highlights the accomplishments that demonstrate the Board's continued commitment to sustainable growth, economic development, investment in infrastructure, and fiscal responsibility. As our County continues to grow, we know we need to keep looking ahead, and funding becomes more important.

I am so proud of our dedicated and skilled staff, who have delivered on many priorities and goals with your support. For the second year in a row, millage has been reduced and the Board is staying ahead of the state's requirement to be at the $15/hour minimum wage by 2026.

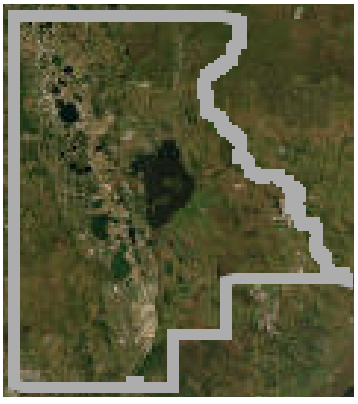
Other accomplishments include accepting grants awards for vital projects like a comprehensive flood vulnerability assessment and for the planning, design, and required clearance/approvals for Sebring Parkway Phase IV, as well as the unveiling of a mural in the Government Center honoring our County's centennial.

It is my honor to serve the citizens of Highlands County, the staff of the Board of County Commissioners, and each of you. I look forward to another great year in 2023/2024!

Sincerely,

Laurie Hurner

Highlands County statistics



POPULATION: 105,618 Source: U.S. Census

AREA: 1,106 square miles

ESTABLISHED: 1921

COUNTY SEAT: Sebring

MEDIAN HOUSEHOLD INCOME: $46,895 Source: Data USA

MEDIAN AGE: 53.7 Source: Data USA

HIGHLANDS COUNTY BOARD

Organization chart

Highlands County citizens


COMMISSIONER D1
Kevin Roberts


COMMISSIONER D2
Don Elwell


COMMISSIONER D3
Scott Kirouac


COMMISSIONER D4
Arlene Tuck


COMMISSIONER D5
Chris Campbell


COUNTY ATTORNEY
Sherry Sutphen

Assistant County Attorney
Public Records Management


COUNTY ADMINISTRATOR
Laurie Hurner

Capital Projects
Legislative Affairs / Grants


DEPUTY COUNTY ADMINISTRATOR
Nicholas Sawyer


PUBLIC INFORMATION OFFICER
Karen Clogston


BUSINESS SERVICES
Tanya Cannady

EMS Billing
Human Resources & Risk Management
Office of Management & Budget / Non-Ad Valorum
Purchasing


ENGINEERING
J.D. Langford

Engineering Operations
Surveying
Traffic Operations
Utility Inspections


COMMUNITY PROGRAMS
Ingrasherese Gardner

Children's Advocacy Center
Healthy Families Highlands
Housing
Human Services
Libraries
Veteran Services


PARKS & FACILITIES
Brandon Gunn

Parks & Recreation
Multi-Sports Complex
Facilities


CRITICAL INFRASTRUCTURE
Clinton "Gator" Howerton Jr.

Drainage & Stormwater
GIS / Addressing
Solid Waste


PUBLIC SAFETY
Chief Kelly Duppenthaler

Emergency Management
Fire Rescue


DEVELOPMENT SERVICES
Leah Sauls

Building
Code Enforcement
Planning
Zoning
Economic Development
Tourism Development


ROAD & BRIDGE
Jonathan Harrison

Road & Bridge Operations
Asphalt Plant
Invasive Plant Management
Natural Resources


UF/IFAS EXTENSION OFFICE
Kati Lawson

4-H Youth Development
Horticulture
Agriculture
Natural Resources
Livestock

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

ADMINISTRATION





County Administrator Laurie Hurner and Assistant County Administrator Nicholas Sawyer have executive powers to implement all decisions, ordinances, motions and policies and procedures set forth by the Board of County Commissioners. Administration includes:

- **The Public Information Office**
- **Capital Projects**
- **Legislative Affairs & Grants Coordinator**
- **Executive Assistant**

RESPONSIBILITIES

- **Provides policy and fiscal recommendations to the Board**
- **Presents a proposed annual County budget to the Board for consideration**
- **Performs ongoing financial and operational analysis**
- **Makes recommendations on all matters of public policy before the Board**
- **Manages an annual budget in excess of $180 million**
- **Oversees more than 385 County employees**

PUBLIC INFORMATION OFFICE

The office's mission is to maintain open communication with the public to help residents keep up with what is happening in their community and also give them a better knowledge of the ways the Board serves the community. This is done through the County's website, print materials, social media platforms and interactions with local media. The primary goals of the office are to:

- **Promote County services**
- **Liaise with the media**
- **Act as the single source of qualified, accurate information during a disaster**

23,002 residents

1,550 followers

148 followers

21,023 followers on County page

10,421 followers on Fire Rescue page

166 followers on County account

367 followers on Fire Rescue account

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

BUSINESS SERVICES

The Business Services department is responsible for all business-related activities of the Board of County Commissioners. Staff work in coordination with each department and the Clerk of Courts to ensure that the day-to-day operating needs of all Board departments are met. Business Services includes the following divisions:

- EMS Billing
- Human Resources and Risk Management
- Office of Management & Budget / Non-Ad Valorum Assessment
- Purchasing



DIRECTOR
TANYA CANNADY

HUMAN RESOURCES & RISK MANAGEMENT

Human Resource is dedicated to customer service. Staff work with all County departments in the hiring process, which includes recruiting, interviews, onboarding, and compensation. HR administers the County self-insured heath plan and the annual open enrollment process. HR promotes wellness, manages employee records, administers employee benefits and process payroll bi-weekly.

Risk Management promotes risk mitigation for the County, handles worker's compensation claims, liability and property claims and administers training for all County employees.

OTHER STATS:

RETIREMENTS: 3
RESIGNATIONS: 98
TERMINATIONS: 19

145
NEW EMPLOYEE HIRES

123
JOB LISTINGS

115
EVENT POLICIES WRITTEN

20
WORKERS COMP. CLAIMS

2-3 WEEKS
AVERAGE TIME FROM INTERVIEW TO ON-BOARDING

380
EMPLOYEES 10/2022

392
EMPLOYEES 10/2023

BUSINESS SERVICES

OFFICE OF MANAGEMENT & BUDGET
NON-ADVALOREM ASSESSMENT

OMB administers the annual budget process for the Board by:

- Holding budget review meetings with administration and individual departments
- Conducting public workshops and required hearings
- Preparing and presenting the Capital Finance Strategy (CFS) as well as the Fee Schedule for Board approval

Staff work with the Clerk of Court's Accounting department in the setting up and recording of budgets, revenues, expenditures, and other entries necessary for the tracking and spending of funds. They also monitor the expenditures of the major funds, and help prepare or assist departments with preparing budget amendments to transfer/realign budgeted funds.



200+

OPEN PROJECTS TRACKED



157

BUDGET AMENDMENTS



15

ASSESSMENT ROLLS CERTIFIED AND BILLED

The Non-Ad Valorem Assessment division works with Tax Collector staff, Property Appraiser staff and consultants to manage assessments and generate assessment rolls. Mailings were sent out for the Placid Lakes Special Benefit District, Istokpoga March Watershed Improvement District, and Orange Villa Mobile Home Estates Special Benefit District. These mailings varied from notifying property owners of public hearings for potential assessment increases and/or elimination of assessments. Staff also assist in the public hearings for the Fire and Solid Waste assessments.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

BUSINESS SERVICES

PURCHASING

Staff continues to implement the contract management system, Cobblestone, by entering current contracts and certificates of insurance so expiration dates can be tracked. Purchasing also entered or updated 243 vendors in FinPlus. Staff also promotes the use of Vendor Registry, a third party bid site to distribute solicitation information, and has seen an increase in companies/persons using the platform throughout the year.

TOTAL REGISTRATIONS IN VENDOR REGISTRY



2020	2021	2022	2023
2,197	2,666	3,007	3,298

Purchasing has a goal to have 3,500 vendors registered by October 2025.

Purchasing staff organized an in-person Vendor Open House in March 2023, giving staff a chance to meet with vendors interested in doing business with the Board and other government organizations. Eight Highlands County organizations participated.

SOLICITATIONS FOR THE YEAR

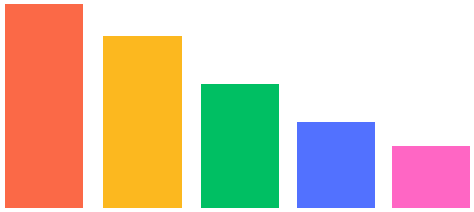
TOTAL: 111
COMPLETED: 77
CURRENT: 34



Some solicitation activities this year included several Task Order Agreements for the design of projects, the Request For Proposal for the Jail expansion design, and the Invitation to Bid for the Traffic Ops building.

AMERICAN RESCUE PLAN ACT (ARPA) PROJECTS

TOTAL: 26
COMPLETED: 10
STARTED: 7
SOLICITATION STAGE: 5
CANCELED/REALLOCATED: 4



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

BUSINESS SERVICES

PURCHASING

Staff administers all County Purchase Cards, or P-cards, including new card acquisition, annual inventory, daily maintenance of spend control, new user training, and monthly audits for sales tax and monthly reconciliation reports in FinPlus.

105 P-CARDS

6,008 TRANSACTIONS

$2,059,251 TOTAL SPEND

Use of Amazon Business, as well as using P-cards to purchase products and services, has increased, helping to get greater rebate opportunities. Purchasing staff continue to gather information on improved rebate opportunities for the Board.

780 CHANGE ORDERS PROCESSED

4,712 PAYABLES

1,971 PURCHASE ORDERS

$57,971,478.30 PO's VALUED AT

ACCOMPLISHMENTS

For future land sales, an online live auction site, GovDeals, is being used to help streamline the sale process, ensure bidders have a secure method of live bidding, and to assist in payment finalization.

FUTURE TOP PRIORITIES

- Review all solicitation documents and work to standardize and move toward electronic methods.
- Complete Cobblestone implementation and educate staff on its full usage.
- Continue staff training.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

COMMUNITY PROGRAMS

The Community Programs department is responsible for all community-based programs and activities of the Board of County Commissioners. It is a collaborative hub for resources (federal, state, local, private and non-profit) designed to aid economically disadvantaged individuals and families in our community. Staff provide assistance to Highlands County residents, which contribute to their quality of life.

Community Programs includes the following divisions:

- Children's Advocacy Center
- Healthy Families Highlands
- Housing
- Human Services
- Libraries
- Veteran Services



DIRECTOR INGRASHERESE GARDNER

CHILDREN'S ADVOCACY CENTER

The nationally accredited Ruth E. Handley Children's Advocacy Center serves as the site for coordination of the multidisciplinary team response to child abuse in Highlands County. The CAC is a child-focused, facility-based program where representatives from many disciplines collaborate to make decisions about investigation, treatment, intervention, and prosecution of child abuse cases.

2,178 CLIENT ENCOUNTERS AND SERVICES LOGGED



107
NEW CLIENTS



81
FORENSIC INTERVIEWS



1,017
MENTAL HEALTH SERVICES



12
CASE REVIEW SESSIONS

COMMUNITY PROGRAMS

CHILDREN'S ADVOCACY CENTER

ACCOMPLISHMENTS

RE-ACCREDITATION

- **In 2022 CAC staff started the arduous task of preparing for the re-accreditation process.**
- **The application was submitted to the National Children's Alliance after Board approval in October 2022.**
- **In March 2023, the NCA conducted a site visit at the CAC, where full accreditation was recommended by the NCA.**
- **In June 2023, the CAC became the first Children's Advocacy Center in the state of Florida to receive full accreditation under the new standards.**
- **The accreditation is valid for the next five years.**

NEW TRAINING CURRICULUM

- **The "Child Abuse Prevention and Mandatory Reporting" training curriculum was launched, with two sessions made available to appropriate community members.**

EXAMPLE OF WHAT THE CAC DOES

A referral was received by the FBI regarding a single mother of two children with the mother being a victim of sexual trafficking in Highlands County. The case identified 23 other adult victims and 12 of them, including this single mother, testified against the alleged perpetrator in the federal trial in February 2024. The CAC is currently working with the survivor by helping her rehabilitate from her trauma and decrease vicarious trauma for the children.

COMMUNITY PROGRAMS

HEALTHY FAMILIES HIGHLANDS

Healthy Families is a nationally-accredited, home-visiting program for expectant parents and parents of newborns experiencing stressful life situations. The program works to improve childhood outcomes and increase family self-sufficiency by empowering parents through individualized coaching, education, and support.

7 EMPLOYEES
FULLY STAFFED

56
FAMILIES SERVED

112
CHILDREN SERVED

550
HOME VISITS

- **60** HOME VISITS WITH FATHER PARTICIPATION
- **166** AFTER HOUR HOME VISITS

2,477
INDIVIDUAL CONTACTS

232
COLLATERAL CONTACTS TO PARTNER AGENCIES

155
COMMUNITY REFERRALS MADE

MAJOR HIGHLIGHT

Healthy Families hosted a school supply drive for its program participants and held its annual Back-to-School Bash event in August 2023. This time was extra special because Board employees came together to meet the needs of 46 Healthy Families kids and beyond with $4,000 raised by Fire Rescue. This allowed an additional 160 backpacks to be filled with school supplies and distributed to all nine elementary schools in Highlands County.

COMMUNITY PROGRAMS

HUMAN SERVICES

Human Services staff provide support and assistance to Highlands County residents by connecting them to the following available services within the community as well as providing direct services when available:

- Health Care Responsibility Act: HCRA requires counties to pay for indigent hospitalization when it occurs in a hospital outside of the county.
- Prescription assistance: funded by the Coast2Coast Rx Card, this service provides life-sustaining medications to uninsured and low-income citizens of the county.
- Indigent cremation services: These services are provided through a partnership network of funeral homes within the county.

19 MEDICATIONS PROVIDED

$74,602.17 FUNDS EXPENDED

3 PEOPLE ASSISTED

98 APPROVED CREMATIONS

$74,602.17 FUNDS EXPENDED

HOUSING

Highlands County receives funding through the State Housing Initiatives Partnership program (SHIP), which produces and preserves affordable home ownership and multi-family housing. The program is designed to help extremely low, very-low and moderate income individuals/families. The program provides loans for down payment assistance, home repair and foreclosure intervention, and grants for rapid rehousing/rental assistance.

41 HOMES PURCHASED

23 HOUSEHOLD/HOME REPAIRS

7 HOUSEHOLDS RECEIVED FORECLOSURE PREVENTION ASSISTANCE

3 HOUSEHOLDS PROVIDED DISASTER ASSISTANCE

80 FAMILIES PROVIDED REHOUSING AND RENTAL ASSISTANCE

FUNDS EXPENDED $592,020.60

COMMUNITY PROGRAMS

LIBRARIES

The mission of Highlands County's three libraries, which are part of the Heartland Library Cooperative, is to provide Highlands County residents with enhanced access to library materials and library services, and making sure people have access to whatever their need may be.

AVON PARK PUBLIC LIBRARY
100 N. MUSEUM AVE.

SEBRING PUBLIC LIBRARY
319 W. CENTER AVE.

LAKE PLACID MEMORIAL LIBRARY
205 W. INTERLAKE BLVD.

ACCOMPLISHMENTS

COMMUNITY OUTREACH EFFORTS CONTINUED

19 EVENTS » **2,023** BOOKS DISTRIBUTED » **2,146** PEOPLE REACHED

MORE ADULT PROGRAMS

APPL added a monthly book club. LPML added a monthly craft program, and continued hosting weekly adult story times at Change of Pace Adult Day Care. SPL hosted a poetry open-mic night. All three branches launched a joint, quarterly book club.

119 ADULT PROGRAMS »» **669** PARTICIPANTS

STRENGTHENED CURRENT YOUTH PROGRAMS AND ADDED NEW OFFERINGS

In 2020-2022, youth programs mainly focused on take-home kits. In this fiscal year, in-person programming made a comeback.

402 YOUTH PROGRAMS » **11,963** PARTICIPANTS

COMMUNITY PROGRAMS

LIBRARIES

INCREASE IN E-BOOK AND AUDIOBOOK PLATFORM USAGE

62,751 USES IN 21/22 >>> **64,430** USES IN 22/23

FOR AN INCREASE OF 1,679 OR 2.68%

STRENGTHENED A PARTNERSHIP WITH THE CAREER CENTER AT SOUTH FLORIDA STATE COLLEGE

Through grants acquired by the Heartland Library Cooperative, Highlands County libraries were able to provide on-site homework and technology assistance to the community, as well as at the college's Career Center.

INSTALLED A VENDING LIBRARY MACHINE OUTSIDE THE SPRING LAKE COMMUNITY CENTER

This new device enables library patrons to borrow materials stored in the machine and to have items sent from the main branches for pick-up at the machine. FUTURE GOAL: Increase usage of the vending machine.

BY THE NUMBERS

267,646 ANNUAL CIRCULATION TRANSACTIONS — ↑ **7,104** INCREASE OVER PREVIOUS YEAR

2,625 NUMBER OF SUMMER READING PROGRAM PARTICIPANTS — ↑ **214** INCREASE OVER PREVIOUS YEAR

14,969 NUMBER OF PATRON COMPUTER USES — ↑ **142** INCREASE OVER PREVIOUS YEAR

COMMUNITY PROGRAMS

VETERAN SERVICES OFFICE

The Veteran Services Office serves the veteran, and/or family, by providing services and assisting in the application for additional benefits through the Department of Veterans Affairs. Such benefits may include disability compensation, non-service connected pensions, information regarding home loan certification, funeral or burial reimbursements and VA medical enrollment. Staff also assist with benefits offered by Highlands County and state or federal governments.

4 EMPLOYEES
FULLY STAFFED

1,343
VETERANS AND FAMILIES SERVED

37
CLIENT INTERACTIONS

1,465
CLAIMS FILED WITH VA

33
OUTREACH EVENTS

These events served different audiences and provided information about a wide range of benefits and resources available to veterans. The VSO formed valuable partnerships with various veteran and local organizations, which have contributed significantly to the well-being of veterans.

33
THANKSGIVING DINNERS DISTRIBUTED

44
CHRISTMAS DINNERS DISTRIBUTED

37
VETERANS AND FAMILIES ACCESSED THE VETERAN'S FOOD PANTRY

Housed at the VSO, the Veteran's Food Pantry has shelf-stable food, clothing, and personal hygiene items available. These items are received through community donations and provide essential support to veterans and their families.

VETERANS MAKE UP 8% OF HIGHLANDS COUNTY'S POPULATION

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

COUNTY ATTORNEY



ATTORNEY
SHERRY SUTPHEN

The County Attorney's Office provides legal counsel and advice to the Board of County Commissioners, the County Administrator, County departments, the Supervisor of Elections Office and certain boards and agencies organized under the Board of County Commissioners.

Legal services include drafting and reviewing contracts, ordinances, resolutions, and legislation; handling legal aspects of real estate acquisitions and capital projects; advising county departments, municipal service benefit units, advisory boards and committees; instituting and defending civil actions at all levels of State and Federal courts; and coordinating legal services in general.

HIGHLIGHTS THIS YEAR

The Public Records division, which includes a records manager and records clerk, was merged into the County Attorney's Office.

The County Attorney's Office contained a vacancy in its Assistant County Attorney position with ongoing efforts in search of the best candidate.

The County Attorney has started the process of visiting the various County advisory boards and committees during their regularly scheduled meetings to clarify responsibilities and educate committee members on the Sunshine Law, public records requirements and the importance of observing meeting formalities.

34
ORDINANCES DRAFTED/REVISED

187
RESOLUTIONS DRAFTED/REVISED

521
CONTRACTS DRAFTED/REVISED

COUNTY ATTORNEY

LONG-TERM GOALS AND PROJECTS UPDATE

- Employee manual revisions. COMPLETED
- Purchasing policy revisions. COMPLETED
- Hospital legislation and sale issues. COMPLETED as planned with additional efforts to come
- Revisions to organization of advisory boards and committees. IN PROGRESS
- Consistency of all County advisory boards and committees. IN PROGRESS
- Lake Placid fire station. IN PROGRESS with updated plan
- Revisions to Planning & Zoning commission membership. IN PROGRESS with revisions to all County advisory board and committees
- Annexation issues with all cities (enclaves and roads). IN PROGRESS
- Joint planning agreements with cities. IN PROGRESS

NEW LONG-TERM GOALS AND PROJECTS

- Assist with assuming responsibilities of the Office of County Probation.
- Continue educating advisory boards and committees regarding the Sunshine Law, public records, and the importance of observing meeting formalities.
- Education for smart growth.
- Assist County departments with the best way to improve County roads and critical infrastructure.



The mission of the County Attorney's Office is to enhance and streamline the policies and procedures of Highlands County government.

CRITICAL INFRASTRUCTURE

In March 2023, the Board approved the creation of a new department, Critical Infrastructure, which will provide a focused effort on drainage issues within Highlands County, and on its critical infrastructure, including the Landfill. Critical Infrastructure includes the following divisions:

- Drainage and Stormwater
- GIS/Addressing
- Solid Waste



DIRECTOR
CLINTON
HOWERTON JR.

DRAINAGE AND STORMWATER

This division is developing a Countywide Master Stormwater Plan, which will include solutions for many reoccurring drainage issues throughout the community and will also help provide water quality enhancements to improve the water in Highlands County. Staff has already initiated several drainage basin studies and has been developing a list of the areas with existing concerns.

GIS/ADDRESSING

The mission of the Geographic Information Systems (GIS) division is to steward high-quality, secure, comprehensive, and easily accessible geospatial data and to provide services that empower and support the business needs of all County departments, its community partners, and the general public. GIS is used to enhance the delivery and efficiency of public services, support sustainable and resilient growth, foster informed and effective decision making, and maintain an exceptional quality of life in Highlands County.

23,499

INTERACTIVE MAP VIEWS

2,000

SITE ADDRESS POINTS VERIFIED, CORRECTED OR EDITED

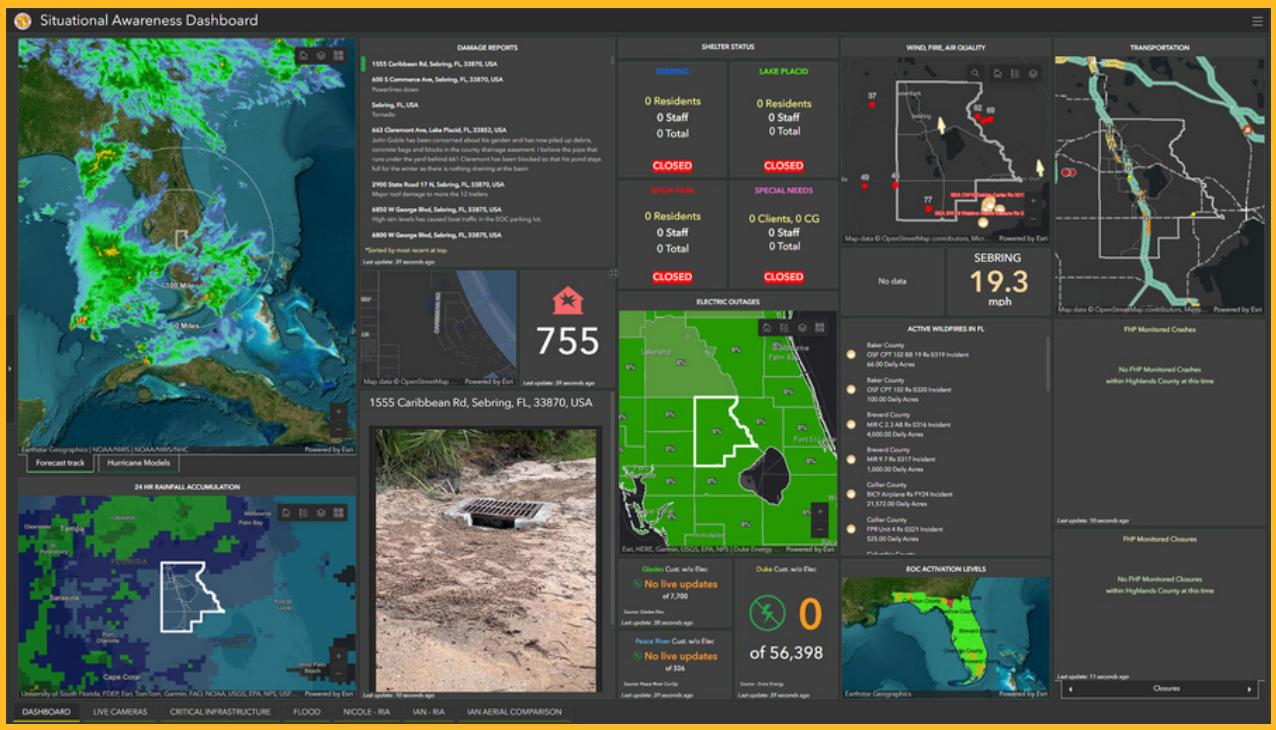
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

CRITICAL INFRASTRUCTURE

GIS HIGHLIGHTS THIS YEAR

- Staff provided ongoing support for Hurricane Ian recovery with multiple dashboards, damage assessment, and maps/apps.

Below is an image of a situational awareness dashboard created by GIS that is on display daily in the Emergency Operations Center.



- Partnered with the Highlands County Sheriff's Office and the BCC PIO to launch a GIS based "Diverse Needs Registry" for residents.
- Developed and launched a GIS dashboard for Critical Infrastructure staff to map and analyze areas of concern for drainage.
- Staff performed community outreach for GIS awareness through GIS Day, presented at a conference, attended career days, and more.
- The GIS division was recognized at two separate conferences by third party presenters.
- GIS staff designed the website and graphics for its department's 2022 United Way silent auction fundraiser, which raised over $1,430 for the community.

CRITICAL INFRASTRUCTURE

SOLID WASTE

The Board approved the increase of the solid waste assessment from $216.30 to $222.79 per dwelling unit in July 2023 for the upcoming fiscal year 2023/2024, in line with the waste collection hauler's contracted annual increase. This is necessary to fund the increased costs of operations and materials. The design and permitting for a new expansion to the existing landfill was initiated, with construction expected to begin in the 23/24 fiscal year.

19 EMPLOYEES
FULLY STAFFED AT 25.5

144,623
TONS OF SOLID WASTE COLLECTED

38,911
HOUSEHOLDS SERVICED BY WASTE CONNECTIONS

The County's three recycling drop-off centers allow residents to bring items to the recycling centers only during the posted hours of operation. There is a drop-off center in Avon Park, Sebring, and Lake Placid. All sites collect plastic bottles, jugs, and jars, steel and aluminum cans, clean flattened cardboard, newspaper, junk mail, office paper (not shredded) and other non-coated paper. A separate bin is available for glass.

461.66
TONS OF RECYCLING COLLECTED

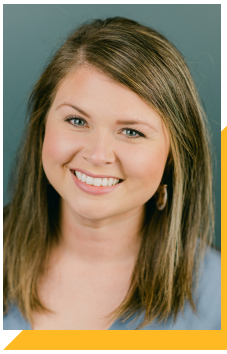
56 AVERAGE NUMBER OF WEEKDAY RECYCLING CUSTOMERS

72 AVERAGE NUMBER OF SATURDAY RECYCLING CUSTOMERS

A goal of the Solid Waste division is to increase the number of residents using the three available drop-off recycling centers.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

DEVELOPMENT SERVICES



DIRECTOR
LEAH SAULS

Development Services exists to create a quality community life for the citizens of Highlands County, which is accomplished through implementing countywide building, code enforcement, and comprehensive planning and zoning policies and regulations that will ensure that Highlands County can respond to the ever-changing needs and values of its citizens.

Development Services includes the following divisions:

- Building
- Code Enforcement
- Planning
- Zoning

The department is also tasked with implementing economic development initiatives and strategies to encourage new businesses to locate here and to facilitate retention and expansion of existing local businesses with the following goals: 1) increasing job growth and the local tax base, and 2) improving the quality of life for the local community.

The following offices are responsible for these initiatives:

- Economic Development
- Tourism Development

BUILDING

Housing starts decreased in FY 2022-23, with total starts of 566 new homes, decreasing 9% compared to the prior fiscal year. This is more in line with normal activity and not being influenced by a hot real estate market for site-built 1 & 2 family homes. Mobile home activity continues to rise with an increase of 43% over last fiscal year and 223 mobile home permits issued.

13,001
PERMITS ISSUED

30,840
INSPECTIONS CONDUCTED

329
COMPLAINTS INVESTIGATED

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

DEVELOPMENT SERVICES

The mission of the Building division is to protect the public's health, safety and welfare, as it relates to construction, use, and occupancy of buildings and structures, by interpreting, administering, monitoring and enforcing codes and standards that govern construction industry activities.

$1,880,181.49

REVENUE FROM PERMITS

$260,822.20

REVENUE FROM BUILDING PLAN REVIEWS

$23,000

REVENUE FROM RED TAGS

CODE ENFORCEMENT

5 EMPLOYEES
FULLY STAFFED AT 7

Code Enforcement protects the public health, safety and welfare by thoroughly researching, analyzing and proposing creative solutions to code violations as they arise. Common code violations include: grass in the yard over 18 inches high, inoperable or unlicensed automobiles and vessels in driveways, and trash that's left out in front of a home but isn't bundled.

TOTAL INSPECTIONS	3,125	COMPILED CASES	709
VIOLATIONS	1,267	SPECIAL MAGISTRATE CASES	148
NOTICE OF VIOLATIONS	129	PAYMENTS COLLECTED	$160,906.30
WARNING CITATIONS	340	OPEN CASES AND LIEN SEARCHES	$46,800
CITATIONS	74		

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

DEVELOPMENT SERVICES

PLANNING & ZONING

The Planning division is responsible for developing, implementing, and enforcing County land-use policies. These local land-use policies, in connection with the zoning regulations, ensure that development occurs in the right place at the right time and that the provision of infrastructure and urban services is adequate and timely.

Staff handle environmental issues as they relate to development, including reviewing site plans, issuing land clearing permits and granting environmental clearance. In addition, the Division provides input to the Planning and Zoning Commission and the Zoning Board of Adjustment for rezonings, Comprehensive Plan amendments, special exceptions and variances. Staff is also involved with the Historic Preservation Commission, Natural Resources Advisory Commission, and the Heartland Regional Planning Transportation Organization.

The Zoning division is responsible for reviewing all building applications and preparing the agenda packets for the Planning and Zoning Commission, and the Board of Adjustment.

ZONING CHANGES 23

FUTURE LAND USE CHANGES 15

BOARD OF ADJUSTMENT APPLICATIONS 20

COMPREHENSIVE PLAN TEXT AMENDMENTS 1

LAND DEVELOPMENT REGULATIONS AMENDMENTS 9

MISC. DEVELOPMENT APPLICATIONS 1

STAFF REPORTS PREPARED 120

DEVELOPMENT REVIEWS 54

PLANNING HIGHLIGHTS



3

ENVIRONMENTAL CLEARNACE REPORTS



80

LAND CLEARING PERMITS

ZONING HIGHLIGHTS



4,363

PHONE CALLS



1,369

IN-PERSON INQUIRIES



3,395

PERMITTING APPROVALS



$238,065

REVENUE COLLECTED

DEVELOPMENT SERVICES

ECONOMIC DEVELOPMENT

Economic Development is a coordinated approach to leveraging the county's assets and resources, as well as the strengths of its stakeholder partners to facilitate the expansion, development and attraction of businesses and associated job creation to position the economy for positive, sustained growth raising quality of life for all.

ECONOMIC BENCHMARKS

POPULATION, JULY 1, 2022: 105,618  **UP 4.3% FROM 2020**
AVERAGE ANNUAL WAGES: $43,274
BUSINESS COUNT: 2,471
GRANT DOLLARS RECEIVED BY DIVISION: $355,000
ONGOING PROJECTS: 5

BUSINESS DEVELOPMENT AND PROJECTS

ED staff participated in three Duke Energy site readiness studies, which provide a framework for creating shovel-ready sites, and include an assessment of sites, environmental engineering reports, and marketing of the site.
This fiscal year, staff landed four new projects and one retention project, resulting in 95 new jobs with $8,090,000 in capital investment and approximately $3,677,690 in annual payroll. These projects are in the manufacturing and distribution industries.

COMPLETED PROJECT

The utility expansion priority project, a commissioner priority, is complete. All water/wastewater mapping is done with regular updated mapping scheduled every six months.

BROADBAND PROJECT

$4.5 million in ARPA funds were set aside for this project.
An RFP for a broadband expansion was put out and IBT Group USA was selected as a design and construction partner with PCS Fiber and Nokia, and they received a grant for an additional $4.7 million for construction. Construction to begin in FY 23/24.
An additional $15 million has been awarded in Highlands County for additional broadband expansion through other ISPs (internet service providers).

DEVELOPMENT SERVICES

TOURISM DEVELOPMENT

The division's mission is to contribute to a positive quality of life for Highlands County residents through destination promotion, tourism development, advocacy, and resource management, all foundation pieces for future economic growth.

The division is funded by a Tourist Development Tax on overnight stays by visitors six months or less. From Oct. 1, 2022 to Sept. 30, 2023, total collections were $1,933,826, a 25.66% increase over the previous year. In June 2023, the Board voted to amend the Highlands County Code of Ordinances to add an additional penny collected from each short-term night's rental, increasing the rate collected from 4% to 5%.

GRANT AWARDS

$50,000: Florida Department of Economic Opportunity state grant

Help identify strategic opportunities and to create a plan for facility enhancements and developments that will increase tourism to Highlands County while also benefiting county residents with additional recreation opportunities.

$16,265: Florida Sports Foundation grant

For sports tourism events held in Highlands County.

TOURISM DEVELOPMENT EVENTS	DATE	VERIFIED ROOM NIGHTS	TOURISM SUPPORT GRANTED
GFNY Marathon	Oct. 22, 2022	342	$16,802.56
GFNY Cycling	Oct. 23, 2022	2,349	$55,000
Visit Sebring Golf Classic	Nov. 8-10, 2022	N/A	$9,316.26
Citrus Golf Trail Open	Nov. 29 to Dec. 2, 2022	56	$11,120
Spartan Race, Spartan Kids World Champ.	Dec. 11-12, 2022	4,078	$90,000
Citrus Golf Trail Ladies' Invitational	Dec. 27-30, 2022	344	$12,000
Sebring Soda Fest	April 7-8, 2023	N/A	$10,000
AJGA Visit Sebring Preview	April 14-16, 2023	150	$13,000
High School Lacrosse Tournament	May 12-14, 2023	540	$20,000
USA Lacrosse FHOF & All American Festival	May 19-21, 2023	519	$30,000
ACL Cornhole Championship	June 16-18, 2023	367	$17,340
Dixie Youth Baseball Division II Avon Park	June 30 to July 4, 2023	TBD	TBD
Dixie Youth Baseball Division I Sebring	July 7-10, 2023	340	$6,500
TOTALS FOR FY 22/23		**9,085**	**$291,078.82**

ENGINEERING



DIRECTOR
J.D. LANGFORD

The Engineering department handles surveying, development review, project design and permitting, and construction project management. Staff are responsible for the review of construction plans and plats of residential and commercial developments proposed for unincorporated areas of the County to ensure they conform to County code, and they review and approve work performed in public rights-of-way in the unincorporated areas. Staff work closely with the Road & Bridge department to oversee the planning and construction of major roads and bridges. Staff also work with all County departments providing technical and professional assistance, as needed.

Engineering includes the following divisions:

- Engineering Operations
- Surveying
- Traffic Operations
- Utility Inspections

ENGINEERING OPERATIONS

In FY 22/23, Engineering submitted 16 grant applications, totaling $24,521,942, for various transportation-related grant programs, including the Florida Department of Transportation's Five-Year Work Program, which consists of the following: Small County Outreach Program, Small County Road Assistance Program, Transportation Operation and Safety Improvement Program, Transportation Enhancements Program, County Incentive Grant Program, Transportation Regional Incentive Program, and Rural and Build America Bureau, US Department of Transportation's Tribal Assistance Pilot Program for early-stage development assistance for rural and tribal infrastructure projects.

299
UTILITY PERMITS ISSUED

594
DRIVEWAY/OTHER RIGHTS-OF-WAY PERMITS ISSUED

223
DEVELOPMENT SERVICES APPLICATIONS

ENGINEERING

ENGINEERING PROJECTS

- Sebring Parkway Phase IIA
- Sebring Parkway Phase IIB
- Memorial Drive (Pompano Drive to Sebring Parkway) sidewalk
- Arbuckle Creek Road turn lane
- Heron Street
- West Stryker Road roadway improvement
- County Road 623 (Kenilworth Boulevard)
- New Traffic Operations building
- Sun 'n Lake sidewalk improvements
- County Road 64 resurfacing
- ADA Hammock Road multi-use path
- West Interlake Boulevard (Catfish Creek Road to Tangerine Avenue) sidewalk
- Catfish Creek Road Bridge rehabilitation
- Beacon Avenue widening

SURVEYING

The Surveying division performs many functions and works closely with all County departments to provide each with land data specific to their needs. Staff determine the limit between public and private ownership in the mapping of road rights-of-way and other County-owned lands.

Several other types of surveying are performed, including boundary, topographic, hydrographic, volumetric, route surveys, construction layout and record or "as-built" surveys.

The division is responsible for creating legal descriptions for new parcels being created, reviewing legal descriptions and plats prepared by others for recording, and conducting driveway inspections.



2,286

DRIVEWAY INSPECTIONS

ENGINEERING

TRAFFIC OPERATIONS

The division is responsible for fabricating traffic signs; maintaining traffic signals and street lighting along most of the State road system within Highlands County; and installing, maintaining, repairing and inspecting all traffic control devices – signs, signals, pavement markings and devices – placed on, over, or adjacent to County-maintained streets or highways to regulate, warn and guide traffic.

13 EMPLOYEES
FULLY STAFFED AT 14

23,473
SIGNS FABRICATED, INSTALLED OR REPAIRED

1,962
TRAFFIC SIGNAL AND STREETLIGHT REPAIRS/REPLACEMENTS

Traffic Ops crews maintain 44 out of 45 traffic signals in Highlands County, 775 street lights and about 70 school zone flashers. They also maintain approximately 40,000 signs – from stop signs, street signs, warning signs and regulatory signs to information signs, school signs, object markers and recreational markers.

1,141,431
CONTRACTED/INSTALLED LINEAR FEET OF ROADWAY STRIPING

16,432
CONTRACTED/INSTALLED SQUARE FEET OF THERMOPLASTIC LINING AND RAISED PAVEMENT MARKERS

PARKS & FACILITIES



DIRECTOR
BRANDON GUNN

The Parks & Facilities department is responsible for overseeing the maintenance and repair of all facilities owned and operated by the Board of County Commissioners, including facilities for County departments and constitutional offices, parks, and boat ramps. Staff oversee all maintenance issues for county buildings, including indoor air quality, heating, ventilation, air conditioning, electrical, plumbing, alarms, custodial services and groundskeeping.

The department saw significant staff changes due to expected retirements. Pay grades and job descriptions were updated to stay competitive and meet the needs of the department.

Parks & Facilities includes the following divisions:

- Parks & Recreation
- Multi-Sports Complex
- Facilities

PARKS & RECREATION

The division continued to provide maintenance at 83 recreational facilities, county buildings, lots, and right-of-way areas.

The groundskeeping areas included:

- 36 boat ramps
- 31 County buildings
- 35 docks and fishing piers
- 5 playgrounds
- 5 ball fields
- 4-mile Hammock Trail

MAJOR PROJECTS

- In April the swimming area at H.L. Bishop Park was opened year-round.
- Lake June Pontoon Rentals will lease the furthest northwest dock area at H.L. Bishop Park for rentals.
- Two new playgrounds were installed, one at H.L. Bishop Park and the other at the Multi-Sports Complex.
- Hurricane Ian damaged three docks. FEMA dollars will help improve all three with floating docks.

PARKS & FACILITIES

MULTI-SPORTS COMPLEX

The Highlands County Multi-Sports Complex is 52-acres with nine playing fields. The fee structure for this fiscal year was changed to include TDC events.

$48,849
TOTAL REVENUES

$6,000
TOTAL AMOUNT IN FEES WAIVED

EVENTS HELD:

- 9 one-day softball tournaments
- 7 two-day softball tournaments
- 3 lacrosse events
- Adult Leagues had 51 teams over three seasons
- Senior Leagues are thriving year-round
- Annual Special Stars Tournament was held
- The Crossings Addition Service holds year-round soccer practices and plays games weekly
- Lake Placid Youth Football season was held from May through November
- Sebring High School Cross Country Team practices and games were held from June through October
- Sebring High School Boys and Girls soccer teams held practices from October through January

PARKS & FACILITIES

FACILITIES

Services provided by Facilities staff include large and small building improvements, routine and preventative building maintenance, custodial services, and project management.

1,501
WORK ORDERS OUTSIDE OF NORMAL MAINTENANCE TASKS

96.4%
COMPLETION RATE FOR THE FISCAL YEAR

ACCOMPLISHMENTS

- Preventative maintenance completed on 143 HVAC systems in 29 buildings
- The HVAC system was replaced, and the A/C circuit breakers were updated at the Sam Polston Auditorium at the Bert J. Harris Jr. Agricultural Center
- HVAC replacements were completed at Fire Station 19, Fire Station 24, Fire Station 29, Natural Resources office, Property Appraiser's Office, Lake Placid health department, Avon Park library, and Windy Point Mobile Home
- At the Sebring health department, a new Jace A/C Controller and programming was installed, and a new HVAC controller was installed at the Emergency Operation Center
- Signed new Agreement with Otis Elevator Company
- All nine elevators in County buildings were audited and are scheduled for modernization in the next fiscal year
- Stone, and grout repairs were made to the exterior of the Government Center building
- Roof replacements and repairs done at three fire stations, Lake Placid Sheriff's substation, Venus clubhouse, Ridgewood Building, and Road & Bridge
- Painted interior of Lake Placid library, and three fire stations
- New upgraded windows were installed in the H.L Bishop Park clubhouse

$11,315
FACILITIY RENTALS REVENUE
FOUR COMMUNITY CENTERS, AGRI CIVIC CENTER AUDITORIUM AND THREE CONFERENCE ROOMS

13.4%
INCREASE OVER PREVIOUS YEAR

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC SAFETY

The Public Safety department is responsible for the Board of County Commissioners' emergency response.
Public Safety includes the following divisions:

- Emergency Management
- Fire Rescue

1. Administration
2. Emergency Medical Services
3. Fire Prevention
4. Fire Suppression
5. Logistics
6. Training



INTERIM FIRE CHIEF JAMES DUPPENTHALER

EMERGENCY MANAGEMENT

The division builds strategic community partnerships and effective public education. Several changes have happened in the division, including new guides, new training, new programs, a new layout of the Emergency Operations Center, and three new/additional staff members joining the team.

5 EMPLOYEES
FULLY STAFFED

3 ACTIVATIONS
Hurricanes Ian, Nicole, and Idalia

13 SINKHOLE CALLS

8 WEATHER RELATED
Brush fires, flooding

14 DRONE RESPONSES

6 HAZMAT

18 COMMUNITY OUTREACH EVENTS

6,408 ALERTHIGHLANDS NOTIFICATIONS SENT

PUBLIC SAFETY

The mission of Emergency Management is to continue to prevent, mitigate, prepare for, respond to, and recover from all hazards, emergencies, and disasters, using a whole community approach.

MAJOR ACCOMPLISHMENT

Emergency Management has been able to recover a total of $6,668,556.74 in reimbursements with an additional $2,358,881.37 in the works.

$6,668,556.74
TOTAL REIMBURSEMENTS

$2,358,881.37
REIMBURSEMENTS IN THE WORKS

DAY-TO-DAY OPERATIONS

- Reviews all emergency plans for assisted living facilities, nursing homes, hospitals, surgical centers, and behavioral homes in Highlands County
- Inspects hazardous material facilities
- Oversees and manages generators for all Public Safety facilities to include Fire Rescue/EMS stations, shelters, communications towers (of which there are 7), and the Emergency Operations Center
- Maintain/monitor the County's 7 WeatherStem weather stations
- Initiating and maintaining all state and federal EM grants
- Manages Highlands County's Local Mitigation Strategy Work Group
- Reviews, updates, and maintains a list of all community stakeholders, critical facilities, Points of Distribution sites, gas stations, and mobile home/RV parks

ONGOING PROJECTS

- Emergency Operations Center expansion
- Reimbursements from previous activations
- Training program for all County staff
- Continue developing strategic relationships with community partners
- Build-out of WebEOC software platform
- 5-year update on the Local Mitigation Strategy Workgroup and plan

PUBLIC SAFETY

FIRE RESCUE

Highlands County Fire Rescue is a full-service, consolidated fire department with 106 career personnel and 104 volunteers and provides emergency services utilizing 18 stations.

21,901
CALLS FOR SERVICES

21,818
911 CALLS FOR EMERGENCIES

6.4%
INCREASE OVER PREVIOUS YEAR

12,733
PATIENTS TRANSPORTED TO ER

4.5%
INCREASE OVER PREVIOUS YEAR

CREWS DISPATCHED MOST FREQUENTLY FOR:

- Lift assist
- Fire alarms
- Illegal burning
- Vehicle fires
- Brush/wood fires
- Fall injuries
- Breathing difficulties
- Generalized sickness
- Chest pain
- Altered level of consciousness
- Motor vehicle collisions

NEW ADDITIONS

- 1 Fire Marshal
- 15 full-time firefighters
- 8 part-time firefighters

FIRE PREVENTION

- 113 plans reviewed
- 97 inspections
- New system allows staff to handle inspections and preplan documentation virtually paperless

Highlands County Fire Rescue is a professional organization dedicated to serving our community with pride, excellence, and professionalism. Its members strive to provide an exemplary level of service to Highlands County residents and visitors alike.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD & BRIDGE

The Road & Bridge department is responsible for the maintenance and repair of approximately 1,128 miles of roadway with drainage, approximately 36 bridges, 37 miles of sidewalks and 3.33 miles of guardrails to deliver a safe and dependable transportation network.

The department includes the following divisions:

- Road & Bridge Operations
- Asphalt Plant
- Invasive Plant Management
- Natural Resources



DIRECTOR
JONATHAN
HARRISON

ROAD & BRIDGE OPERATIONS

The division handles resurfacing and road reconstruct projects and routine right-of-way maintenance operations, including mowing, repairing potholes, cleaning maintained right-of-way drainage ditches and tree trimming.

The Bridge and Concrete Crew provides routine maintenance for 36 bridges, which includes mowing and minor guardrail repairs, and for over 37 miles of sidewalks and multi-use paths.

90 EMPLOYEES
FULLY STAFFED AT 107

14.53
MILES OF COUNTY ROADS RESURFACED

18,024
TONS OF ASPHALT PRODUCED AT PLANT

11,244
TONS OF ASPHALT USED FOR RESURFACING

1,156
WORK REQUESTS FOR ROAD AND RIGHT-OF-WAY MAINTENANCE

18
COMPLETED ROAD PROJECTS

5,993 TONS OF ASPHALT USED FOR COMPLETED ROAD PROJECTS

21,046
ACRES MOWED/MAINTAINED

3,894
MILES OF SHELL/DIRT ROADS GRADED

ROAD & BRIDGE

ROAD & BRIDGE OPERATIONS

The Construction Crew assisted with the cleanup of approximately three reported illegal dump sites with a fiscal impact of approximately $1,589.76. All illegal dump debris was taken to the County landfill and disposed. Crews also gathered GPS information for illegal dump sites that can be input into the Cartegraph Asset Management Software System. This GPS information provides County Administration with a better understanding of where to focus law enforcement efforts to combat illegal dumping.



3

ILLEGAL DUMP SITES CLEARED





$1,589.76

FISCAL IMPACT

Annual excavation and mitigation monitoring reports for the County Shell Pit and the County Marl Pit were submitted to the appropriate regulatory agencies.



122,004

TONS OF EXCAVATED SHELL



40.82%

INCREASE OVER PREVIOUS YEAR

Preventative maintenance is performed on all Road and Bridge fleet units as well as vehicles from the Highlands County Sheriff's Office, all fleet units from Emergency Medical Services, fire districts, State Attorney's Office, and fleet units from various other County departments. Fleet Maintenance welding staff also repaired aluminum handrail damaged along county right of ways after vehicle accidents.



1,004

REPAIR WORK REQUESTS



578

PREVENTATIVE MAINTENANCE PERFORMED ON FLEET UNITS

ROAD & BRIDGE

ROAD & BRIDGE OPERATIONS

County Warehouse staff get vehicle and equipment titles and tags, manage the parts warehouse facility, and maintain all three fueling sites. Surplus processes continue through Gov. Deal's internet auction site and Insight Auctioneers.



$11,872

SURPLUS SALES



75%

DECREASE FROM PREVIOUS YEAR

GASOLINE/DIESEL USAGE AMOUNTS AND COST

SEPT.	UNLEADED/ TRANSACTIONS	USAGE/ GALLONS	DIESEL/ TRANSACTIONS	USAGE/ GALLONS
22/23	$3.50 / 28,101	354,144.10	$3.50 / 14,323	369,020.20
21/22	$2.50 / 26,868	331,120,80	$2.50 / 13,581	389,721.90
20/21	$2.50 / 27,687	337,996.10	$2.50 / 13,135	376,469.00

INVASIVE PLANT MANAGEMENT

The division sprays canals and ditches as well as completes Florida Fish and Wildlife Commission State Work Plan Invasive Plant Management spraying.

NATURAL RESOURCES

The division manages the Istokpoga Marsh Watershed Improvement District (IMWID) Phase 2 project and continues the maintenance of IMWID Phase 1. Natural Resources also maintains two properties, the 55-acre Grassy Lake Scrub and 1,350-acre Sun 'N Lake Preserve for conversation and future mitigation purposes for Highlands County.

COLLABORATION PROJECTS WITH CRITICAL INFRASTRUCTURE

- Jack Creek Watershed Management Plan Study
- Carter Creek Watershed Management Plan Study
- Sebring Drainage Study

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

UF/IFAS Extension Office

The Cooperative Extension Service is a partnership between the land grant institutions in each state and local county governments. The University of Florida and Florida A&M University work together to oversee Extension programming in Florida. Highlands County's Extension office is at the Bert J. Harris Jr. Agricultural Center, 4509 George Blvd., in Sebring.



EXTENSION DIRECTOR
KATI LAWSON

6 EMPLOYEES
WHO COVER THESE AREAS:

- 4-H YOUTH DEVELOPMENT
- HORTICULTURE
- AGRICULTURE
- NATURAL RESOURCES
- LIVESTOCK

ACCOMPLISHMENTS

948
FIELD AND OFFICE CONSULTATIONS

10,394
PARTICIPANTS AT GROUP LEARNING EVENTS

AGRICULTURE TOURS HOSTED BY EXTENSION AGENTS

The Highlands County Extension office was awarded with a national award for superior programming.

286 VOLUNTEERS WORKED WITH FOR A TOTAL OF **6,755** VOLUNTEER HOURS

The mission of the Extension service is to provide science-based information from the university to the public.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 2, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-078 to allocate funding for the purchase of computer replacements for Guardian Ad Litem.**

STATEMENT OF ISSUE

Recently, the Clerk's IT department notified the Board that four (4) of the five (5) computers in the Guardian Ad Litem (GAL) office needed to be replaced since they were 9 – 11 years old. After a conversation with the GAL staff and our county attorney, it was determined that the Board was responsible for replacing the computers per Florida Statute 29.008(1)(f)(2).

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-078 to allocate funding for the purchase of computer replacements for Guardian Ad Litem.

FISCAL IMPACT

The fiscal impact of $6,800.00 is merely a transfer of funds in Fund 005 (General) from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 1026 (Guardian Ad Litem), accounts 55200 (Operating Supplies) and 55230 (Attractive Property Inventory) in the amounts of $2,400.00 and $4,400.00, respectively.

Attachments: 23-24-078 GAL Computer Replacements (BA).pdf
23-24-077 GAL Computer Replacements (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
March 26, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/26/2024** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990 ; 1026**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **BUDGET EXPENDITURE AC/005 ; CIR CT JUV GUARDIAN AD LITEM**

*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		338,907.00		6,800.00	332,107.00
E	005	1026	55200	Operating Supplies		0.00	2,400.00		2,400.00
E	005	1026	55230	Attractive Property Inventory		0.00	4,400.00		4,400.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funds from Reserve for Contingency for the purchase of four (4) laptops, docking stations and monitors for the Guardian Ad Litem office staff.**

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-078**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

_____ ITEM TO ITEM

XX RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2023-2024

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/23		BEGINNING BALANCE		**$450,000.00**	
10/03/23	10/03/23	23-24-004	($50,311.00)	$399,689.00	To add funding for the Supervisor of Elections and Property Appraiser for salary/operating adjustments.
12/05/23	12/05/23	23-24-021	$30,418.00	$430,107.00	To add back budget funds due to the VOCA grant not requiring match funds for FY24.
01/18/24	01/18/24	23-24-033	($25,000.00)	$405,107.00	To fund Proj 23043 OSTDS Remediation Plan.
02/06/24	02/06/24	23-24-044	($61,700.00)	$343,407.00	To provide add'l funding for Nuisance Abatement cleanups.
02/20/24	02/20/24	23-24-053	($4,500.00)	$338,907.00	To provide funding for the Joey Barfield Memorial on the Panther Parkway
04/02/24		23-24-078	($6,800.00)	$332,107.00	To purchase four (4) laptops, docking stations and monitors for the Guardian Ad Litem office staff.
REVISED TOTAL:				**$332,107.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 2, 2024

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-079 to provide funding to finish Project 22081, Medal of Honor Park.**

STATEMENT OF ISSUE

During the March 5th Board Meeting, the commissioners agreed and executed an agreement with the Florida Medal of Honor Memorial, Inc. (attached) to provide the final funding needs to complete the project currently under construction. This budget amendment is necessary to transfer funds to Project 22081, Medal of Honor Park.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-079 to provide funding to finish Project 22081, Medal of Honor Park.

FISCAL IMPACT

The fiscal impact of $93,000.00 is merely a transfer of funds in Fund 005 (General) from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 2111 (Central Services), accounts 56300Z (Project Improvements), Project 22081 (Medal of Honor Park).

Attachments: 23-24-079 Proj 22081 Medal of Honor Park (BA).pdf
FL_Medal_Of_Honor_Agreement 2.pdf

REVIEWED
O.M.B DEPARTMENT
March 26, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/25/2024** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2111**

PROJECT(S) #: **22081** PROJECT TITLE(S): **Medal of Honor Park** COST CENTER TITLE(S): **Central Services**

*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**		**332,107.00**		**93,000.00**	**239,107.00**
E	**005**	**2111**	**56300Z**	**Project Improvements**	**22081**	**0.00**	**93,000.00**		**93,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funding from Reserve for Contingency to Project 22081 Medal of Honor Park to assist with final funding needs.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-079**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

_____ ITEM TO ITEM

XX RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

Form Revised 08/05/2020

AGREEMENT

THIS AGREEMENT is made by and between Highlands County, a political subdivision of the State of Florida, ("County") and the Florida Medal of Honor Memorial, Inc. a not-for-profit entity organized under the laws of the State of Florida ("FLMOHM").

WITNESSETH:

WHEREAS, Highlands County ("County") has a rich history of serving and honoring veterans and has been a Purple Heart County since 2013; and

WHEREAS, the FLMOHM operates wholly with volunteers having the mission of inspiring current and future generations in Highlands County about the ideals of courage, integrity, patriotism, leadership and sacrifice; and

WHEREAS, the FLMOHM is in the process of constructing a perpetual Memorial and Visitors Center in Highlands County (the "Memorial and Visitors Center") to honor the true heroes of the State of Florida who have been awarded our Nation's highest honor for bravery: The Medal of Honor; and

WHEREAS, the FLMOHM will maintain the perpetual Memorial and Visitors Center in downtown Highlands County to honor the Florida Medal of Honor recipients and ensure that they are never forgotten; and

WHEREAS, the FLMOHM will educate the youth of Highlands County on the high price of freedom which is symbolized through The Medal of Honor; and

WHEREAS, the FLMOHM will inspire the citizens of Highlands County by informing of the values of courage, commitment, sacrifice and valor associated with the Medal of Honor; and

WHEREAS, the FLMOHM will open and operate the Memorial and Visitors Center on Tuesday through Saturday throughout the year, except for certain holidays and will also open for special events; and

WHEREAS, the County has determined that it is in the best interest of the residents of and visitors to Highlands County to provide a one-time funding amount to the FLMOHM to ensure that the Memorial and Visitors Center operates to fulfill the mission of inspiring current and future generations in Highlands County about the ideals of courage, integrity, patriotism, leadership and sacrifice.

NOW THEREFORE, the County and the FLMOHM agree as follows:

Term and Termination:

The Term of this Agreement shall begin on the date of execution and shall extend through March 5, 2025. The Term shall automatically renew for successive like terms of one year unless sooner terminated. Either party may terminate this Agreement by giving written notice at least thirty (30) days prior to the end of the then current quarter; however, in the event the FLMOHM terminates this Agreement within the first five (5) years of the same, it agrees to pay back the Funding Amount on a prorated basis.

Highlands County Shall:

1. Provide funding to FLMOHM in an amount not to exceed Ninety-three Thousand and 0/100 Dollars ($93,000.00) ("Funding Amount"). Payment shall be made by Highlands County to Florida Medal of Honor Memorial, Inc., upon approval of this Agreement by the County.
2. FLMOHM shall maintain records of the monies spent for the Memorial and Visitors Center and any money remaining from the Funding Amount shall be returned to the County within thirty (30) days of receipt of the Certificate of Occupancy for the Memorial and Visitors Center.

The FLMOHM Shall:

1. Construct and maintain the Memorial and Visitors Center honoring veterans and State of Florida recipients of The Medal of Honor.
2. Educate the youth of Highlands County on the high price of freedom, which will principally be accomplished through hosting on site field trip visits and focusing on active learning, essay contests, and direct participation at the site.
3. Inspire the citizens of and visitors to Highlands County with regard to the values associated with the Medal of Honor, such as courage, commitment, sacrifice, and valor.
4. Host special events on military/veteran related holidays.
5. Open and operate the Memorial and Visitors Center from 10:00 a.m. until 4:00 p.m. on Tuesday through and Saturday, except as closed for Holidays or special events.
6. Provide the County with monthly reports during construction regarding amounts spent.
7. Provide the County with annual reports regarding visitor counts, educational programs and activities and community members served.
8. Recognize Highlands County for its contribution.
9. Maintain liability insurance at all times during the Term of this Agreement.

Miscellaneous Provisions:

1. Public Records.

   A. Pursuant to Florida Statutes, Section 119.0701:

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

   COUNTY: **GLORIA RYBINSKI**
   600 COMMERCE AVENUE
   SEBRING, FLORIDA 33870
   (863) 402-6836
   GRYBINSKI@HCBCC.ORG

   B. FLMOHM agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the County for the scope of this Agreement.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.

3. Ensure that any 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 FLMOHM does not transfer the records to the County.

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

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

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

COUNTY: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

FLMOHM: Colonel Michael R. Borders
7209 S. George Boulevard
Sebring, Florida 33875

4. Assignment. This Agreement shall only be assignable by FLMOHM upon the express written consent of the County.

5. Indemnification. FLMOHM agrees to be liable for any and all damages, losses, and expenses incurred, by the County, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the FLMOHM, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The FLMOHM agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the FLMOHM, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement.

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

7. Employment Eligibility Verification (E-Verify). Pursuant to Florida Statutes, Section 448.095, to the extent that FLMOHM has any employees, it shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2024.

HIGHLANDS COUNTY, FLORIDA

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

FLORIDA MEDAL OF HONOR MEMORIAL, INC.

_____
Michael R. Borders, Chairman

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Michael R. Borders, as Chairman, of Florida Medal of Honor Memorial, Inc., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind FLMOHM, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 1 day of March, 2024.

(stamp)

CHANTEL STRAHAN
Notary Public-State of Florida
Commission # HH 408949
My Commission Expires
July 20, 2025

_____
NOTARY PUBLIC

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 2, 2024

PRESENTER:	**Paul Blackman, Sheriff**
SUBJECT/TITLE:	**Request to Adopt Resolution 23-24-85 for Budget Amendment 23-24-073 to set up Project 23065 JAGC FY23-24.**

STATEMENT OF ISSUE

To set up funding for the JAGC grant for FY23-24 that was accepted by the Board on 03/19/24 in the amount of $61,178.00 for the JAG Countywide grant program for FY 23-24. Federal Award Number: 15PBJA-22-GG-00656-MUMU.

RECOMMENDED ACTION

Move to Adopt Resolution 23-24-85 for Budget Amendment 23-24-073 to set up Project 23065 JAGC FY23-24.

FISCAL IMPACT

There is no fiscal impact. The Sheriff's adopted budget for FY 23-24 includes $61,178.00 in revenue and expenses for this Grant.

Attachments: 23-24-073 Project 23065 JAGC FY23-24 (BA).pdf
23-24-073R Project 23065 JAGC (Resolution).pdf
23-24-073 Project 23065 JAGC Executed Agreement.pdf

REVIEWED
O.M.B DEPARTMENT
March 25, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/13/2024** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3327 / 3101**

PROJECT(S) #: **23065** PROJECT TITLE(S): **JAGC FY 23-24** COST CENTER TITLE(S): **Law Enforcement Other / Sheriff - 005**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312130Z	US DOJ GRANT (FDLE)		180,734.00		61,178.00	119,556.00
R	005		3312130Z	US DOJ GRANT (FDLE)	23065	0.00	61,178.00		61,178.00
E	005	3327	54900Z	Proj Other Chgs & Obligations		61,178.00		61,178.00	0.00
E	005	3101	53001Z	Project Operating Expense-Elected	23065	0.00	1,161.65		1,161.65
E	005	3101	56001Z	Project Capital Outlay	23065	0.00	60,016.35		60,016.35
									0.00
									0.00

REASON: **To set up and appropriate funding for project #23065 Edward Byrne Memorial Justice Assistance Grant (JAG-C) for FY 23-24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-073**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-85

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-073 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 23-24-073 is hereby approved and authorized to set up and appropriate funding for Project 23065 Edward Byrne Memorial Justice Assistance Grant (JAG-C) for FY 23-24 in the amount of $61,178.00 for a net fiscal impact of $0.00. The revenue and expenditures were already estimated and included in the Adopted budget.

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 2nd day of April, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: Highlands County Board of Commissioners

Recipient SAM UEI: DVGCMAE96DX5

Award Number: R7202

Award Period: 01/01/2024 – 09/30/2024

Award Title: C-R7202: JAG22 County Equipment

Federal Funds: $61,178.00

Matching Funds: $0.00

Total Funds: $61,178.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Highlands County Board of Commissioners (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7202
Award Title: C-R7202: JAG22 County Equipment
Award Period: 01/01/2024 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 3/22/24

Recipient
Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: Kevin Roberts, County Commission Chair

Date: 03/19/2024

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7202
Recipient:	Highlands County Board of Commissioners
Award Title:	C-R7202: JAG22 County Equipment
Award Period:	01/01/2024 - 09/30/2024

Problem Identification

Highlands County is a "Rural Area of Opportunity", or RAO, defined as a community struggling to generate sufficient revenue to provide critical government services, including public safety. Highlands County created a multiagency JAGC project that includes the Highlands County Sheriff's Office (HCSO), the Sebring Police Department (SPD), and the Town of Lake Placid Police Department (LPPD) to discuss the best use of potential law enforcement grant funding.

Due to increasing narcotics criminal activity, Highlands County seeks to improve surveillance technology for use in investigations. License plate reader surveillance technology (LPRs), placed in strategic locations, is the best use of scarce resources to combat crime. The HCSO is in the process of building a "real-time crime center" which eventually will be staffed by trained analysts. This project must be conducted in phases, and the acquisition and deployment of mobile speed trailers, enhanced with LPR cameras, is one of the first steps. The mobile speed trailer with LPR camera will record and provide real-time data. In addition, Highlands County needs to purchase two (2) traffic data classifiers. One data classifier will be installed on an existing mobile speed trailer, and the other will be installed on the new mobile speed trailer being requested, enhancing their capabilities.

The SPD is in desperate need of a custom covered wagon trailer. Currently, range equipment is transported to the firearms range in the back of a pickup truck. This method is cause for a couple of concerns. First, space is limited in the truck; therefore, law enforcement must make multiple trips to transport items. In addition, expensive items are often exposed to inclement weather. The wagon not only protects and transports these items, it will also provide storage over an extended period of time.

The LPPD needs a rugged laptop computer system in two patrol vehicles. These laptops will be used to replace existing laptops that have exceeded their useful life. Patrol laptops are crucial tools that allow law enforcement officers to access resources to identify criminals, and improve law enforcement activities.

Scope of Work

Under the Highlands County Board of County Commissioners, the Highlands County Sheriff's Office will act as the lead agency to administer the FY22 JAGC award, and acquire and distribute equipment on behalf of, and to, the partner agencies. The items sought for purchase are a covered wagon, a mobile speed trailer with LPR camera, traffic data classifiers, rugged laptops, and other costs associated with the startup and commissioning of the mobile speed trailer and a service package for the mobile speed trailer's LPR camera. All service agreements, extended warranties, etc. will be prorated from the service start date to the end date of this award.

Appendix B - Deliverables

Award Number:	R7202
Recipient:	Highlands County Board of Commissioners
Award Title:	C-R7202: JAG22 County Equipment
Award Period:	01/01/2024 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure a custom covered wagon trailer, traffic data classifiers, rugged laptops, and a mobile speed trailer with LPR.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $60,016.35

Deliverable 2	Recipient will use federal grant funds to pay for a mobile speed trailer LPR service package and the start-up and commissioning of the mobile speed trailer.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $1,161.65

Appendix C - Approved Budget

Award Number:	R7202		
Recipient:	Highlands County Board of Commissioners		
Award Title:	C-R7202: JAG22 County Equipment		
Award Period:	01/01/2024-09/30/2024		
Award Amount:	$61,178.00	$0.00	$61,178.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Custom Covered Wagon Trailer	Quantity 1: Custom Covered Wagon Trailer @ $7,195.00, less contribution of $454.00, for a net grant cost of $6,741.00.	$6,741.00	$0.00	$6,741.00
Mobile Speed Trailer with LPR	Quantity 1: Mobile Solar LPR Speed Trailer @ $41.863.52, plus Shipping @ $950.00 for a total grant cost of $42,813.52.	$42,813.52	$0.00	$42,813.52
Rugged Laptops	Quantity 2: Two (2) Rugged Laptops (with peripherals such as adapters, keyboard, mouse, etc.) @ $2,380.17/ea for a total cost of $4,760.34, less contributions of $965.17, for a net grant cost of 3,795.17.	$3,795.17	$0.00	$3,795.17
Traffic Data Classifiers	Quantity 2: Two (2) Traffic Data Classifiers - One (1) to be installed on the Mobile Speed Trailer being purchased and another (1) will be installed on an existing trailer @ $3,333.33/ea for a total grant cost of $6,666.66. Highlands County will cover the costs of installation.	$6,666.66	$0.00	$6,666.66
		D. Equipment Subtotal:		**$60,016.35**

H. Other Costs

Item Name	Description	Grant Funded	Match	Total
Mobile Speed Trailer LPR Service Pkg	LPR Basic Svc pkg: One (1) service pkg @ $400/yr: $400/12 = $33.33/mo. Highlands County paying for any fees outside of the award period.	$166.65	$0.00	$166.65
Mobile Speed Trailer Startup & Commissioning	Quantity 1: Mobile Speed Trailer: Start Up & Commissioning (1 @ $995.00).	$995.00	$0.00	$995.00
		H. Other Costs Subtotal:		**$1,161.65**

Appendix D: Award Contacts

Award Number:	R7202
Recipient:	Highlands County Board of Commissioners
Award Title:	C-R7202: JAG22 County Equipment
Award Period:	01/01/2024 - 09/30/2024

Recipient Grant Manager (GM)

Name: Angela Bollinger
Title: Budget Manager
Address: 400 S. Eucalyptus Street
Sebring, FL 33870-3700
Phone: 863-402-7215
Email: abollinger@highlandssheriff.org

Recipient Chief Official (CO)

Name: Kevin Roberts
Title: County Commission Chair
Address: 600 S. Commerce Ave.
Sebring, FL 33870-3809
Phone: 863-402-6500
Email: kroberts@highlandsfl.gov

Recipient Chief Financial Officer (CFO)

Name: Michael Halloran
Title: Business Administrator
Address: 400 S. Eucalyptus Street
Sebring, FL
Phone: 863-402-7216
Email: mhalloran@highlandssheriff.org

Appendix E: Special Conditions

Award Number: R7202
Recipient: Highlands County Board of Commissioners
Award Title: C-R7202: JAG22 County Equipment
Award Period: 01/01/2024 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001	The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
W0002	WITHHOLDING OF FUNDS: The recipient's EEO Certification (EEOC) expired during the application review process. EEOCs are valid for a period of one year from the date signed. Prior to the drawdown of funds, a current EEOC must be submitted to the Office of Criminal Justice Grants.
S0003	At the time of application, the Recipient had not submitted a current EEO Plan Approval Letter to the Office of Criminal Justice Grants. The Recipient must submit an EEO Plan Approval Letter to the Office of Criminal Justice Grants at monitoring.
W0004	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0005	This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point-of-Contact. By utilizing funds for this project, the Recipient agrees to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national system, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS security policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under 943.06, F.S.
S0006	A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2022 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards
Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal

entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

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

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and

Drug Free Workplace" certification; and

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

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 **State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 **Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 **"Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 **The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 **Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 **Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 **Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 **General Appropriations Restrictions –** The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 **Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 **Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 **Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 **Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 **Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request

form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at
https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at
https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review

of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS) –** The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or*

recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 **For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 **Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 **Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-

time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 **Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 **Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 **Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 **For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive,

task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 **For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 **For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 **Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 **For JAG: Extreme Risk Protection Programs** – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation

of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 **For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 **For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 **For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

26.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

27.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 2, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval to expend funds from the Special Law Enforcement Trust Fund.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office requests to expend an amount of $12,792.90 for postage that was not included for the crime prevention materials approved on a previous request in accordance with Fl Statute 932.7055(5)(c).

RECOMMENDED ACTION

Move to approve to expend funds from the Special Law Enforcement Trust Fund.

FISCAL IMPACT

This contribution of $12,792.90 will be funded through the Special Law Enforcement Trust (Fund 170), which has adequate funding in the current budget, therefore no fiscal impact to any government agency.

Attachments: Sheriff_Fund 170 Request to Expend Funds - Crime Prevention Mail Outs Postage.pdf

Highlands County Sheriff's Office

Sheriff Paul Blackman

400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org

Dually Accredited

To: Highlands County Board of County Commissioners

I. Highlands County Sheriff's Office request to expend funds:

On behalf of the Highlands County Sheriff's Office, I, Sheriff Paul Blackman, request to expend funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)__X__ State Forfeiture Monies under cost Center 3107 Amount requested up to: **$**_____12,792.90_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3016 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies or both.

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

II. Other Agency or Organization requesting funds:

Name: _____
Address: _____
City:_____State:_____Zip Code:_____
Contact Person:_____
Telephone:_____Fax:_____

On behalf of the Agency or Organization, I request to receive funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)_____State Forfeiture Monies under Cost Center 3107 Amount requested up to: $_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3106 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local law Enforcement Agencies or both. Furthermore, I understand if such requested monies are received, I shall provide an accounting for such moneys within 30 days to:

Highlands County Sheriff's Office
Attention: Budget Manager
400 S. Eucalyptus Street
Sebring, Florida 33870

Signature:_____ _____
Agency or Organization Representative *Date*

For HCSO Use Only

Approved by:_____ _____
Sheriff or Designee *Date*

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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

SUBJECT/TITLE: **Request to change the Project Manager Traffic position to Senior Project Manager, increase the Pay Grade to 117, and modify the job description.**

STATEMENT OF ISSUE

To reflect the needs of the Engineering Department and the responsibilities of the project manager positions, we are requesting the following:

1) To approve changing the Project Manager Traffic title to Senior Project Manager.
2) To approve the pay grade change of this position from 116 to 117 as this position will be a supervisory position over the department's project managers.
3) To approve the modified job duties to add the supervisory tasks.

RECOMMENDED ACTION

Move to approve the request to change the Project Manager Traffic position to Senior Project Manager, increase the Pay Grade to 117, and modify the job description.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Project Manager Traffic (0964) 03.12.24.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: Senior Project Manager	**Division**: Engineering	**Department:** County Engineer	**Cost Center:** 4101
Job Code: TBD	**Pay Grade**: 117	**Pay Band:** $63,407.18 - $95,110.77	**FTE**:
Included/Exempt: Exempt	**Type of Transaction**: Modified Position		
EMPLOYEE: Kenya Anderson	**Special Risk**: Yes ☐ No ☐	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Assistant County Engineer Job Code 0997 Pay Grade 119

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Project Manager -Transportation 0966		
Construction Inspector/Project Manag		

POSITION DUTIES & RESPONSIBILITIES

General Description:

Advanced professional and technical work involving the management of transportation engineering and control related activities for the safe and efficient utilization of roadways within the County. The position is responsible for the supervision and management of various transportation projects, transportation systems modeling, design of traffic safety and capacity improvements, and assisting in determination of future transportation needs.

Essential Job Functions:

- Coordinates, directs, or otherwise exercises general supervision of project managers throughout varying stages of transportation projects.
- Direct supervisory authority and responsibility for the operations of the project managers.
- Prepares design and contract specifications of traffic safety and capacity improvement projects in accordance with established specifications and standards.
- Directs and supervises staff in collection of data and preparing plans.
- Prepares applications for, and secures environmental, water management districts, FDOT, and other agencies permits.
- Performs capacity analysis, determining roadway and intersection capacity and level of service.
- Reviews development plans and traffic studies to determine traffic impact on roadways, safety and level of service.
- Analyzes existing and future data using transportation modeling programs to develop and prioritize roadway improvement programs.
- Analyzes, designs and recommends traffic safety improvements: traffic signals, signs, pavement markings, striping, and other traffic control devices.
- Responds to citizen requests concerning traffic engineering issues.
- Attends meetings and conferences with regulatory agencies to discuss projects and formulate recommendations on design decisions and other related matters.
- Responds productively to change and performs all other tasks as required and as directed.

Knowledge, Skills, and Abilities:

• Considerable knowledge of transportation and traffic engineering principles and practices and transportation capacity and modeling programs.
• Considerable knowledge of statistical and research procedures and techniques as they apply to transportation engineering problems.
• Knowledge of design and operational principles of electrical and electronic traffic control devices.
• Ability to prepare written technical reports, estimates, construction and other cost records.
• Ability to assist in the direction, instruction and review of work assignments.
• Ability to establish and maintain effective working relationships with State and Federal agencies and the general public.
• Ability to assist in the assignment, instruction, review, and evaluation of work assignments.

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 30 lbs. Constantly works in indoor and outdoor environments. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Bachelors degree from an accredited college or university in Civil Engineering and a minimum of ten (10) years experience in Public Works Engineering.

Licenses, Certifications, or Registrations:

Must possess and maintain valid Florida Drivers license.

Other job related requirements:

Disaster Essential.

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

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 ☐ Supervisor/Director Signature:	Title:	Date:

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: April 2, 2024

PRESENTER:	**Eric Longshore, Building Official**
SUBJECT/TITLE:	**Request reappointment of J. Conley Jahna and Thomas E. James as regular members to the Construction Licensing, Enforcement and Appeals Board (CLEAB).**

STATEMENT OF ISSUE

The Construction Licensing, Enforcement and Appeals Board is requesting the reappointment of J. Conley Jahna as a regular member - building industry and reappointment of Thomas E. James as a regular member - general contractor. The resumes for Mr. Jahna and Mr. James are attached. The vacancies were publicly noticed and advertised on the county website with no other resumes received.

RECOMMENDED ACTION

Move to reappoint J. Conley Jahna and Thomas E. James as regular members with terms expiring March 31, 2024, to the Construction Licensing Enforcement and Appeals Board.

FISCAL IMPACT

There is no fiscal impact.

Attachments: LBM MEMBERS 2024.pdf
Joseph Conley Jahna 2024.pdf
Tommy James 2024.pdf

CONSTRUCTION LICENSING BOARD

Charge It is a requirement per FAC 61G4-20.001 and FS 489.117(2) and 489.131(7) **Ordinances)** License county (as per Section 4.7-51 of Highlands County Code of qualified contractors and specialty contractors; enforce related to the all state and local laws as construction industry; hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes; hear grievances and complaints; impose disciplinary action upon locally licensed contractors through powers as set forth by the County Commission. Consists of 7 members - appointed for 4 years - composed of 4 contractors, 1 of whom must be a general contractor, 2 members at large from the public, and 1 member at large from the building industry. Alternates shall be one member at large from the building industry and one member at large from the public.

Member	Organization	Address	City	Zip Code	Phone #	Fax #	Term	Start Date	Exp. Date		
Thomas James	Regular	4120 Commercial Dr.	Sebring	33870	381-3880		4	4/2/2024	3/31/2028	General	
Kamla Long	Regular	524 Lotus Ave.	Sebring	33872	941-321-9222		4	5/2/2023	5/5/2027	Public	
John Palmer	Regular	5 S. Prospect Ave.	Avon Park	33825	452-2848		4	5/5/2023	5/5/2027	Contractor	
Scott Webster	Regular	213 Wren Ave.	Sebring	33870	381-2162		4	3/30/2021	3/30/2025	Contractor	
J. Conley Jahna	Regular	900 CR 17A West	Avon Park	33825	443-0115		4	4/2/2024	3/31/2028	Building Industry	
Mark Wilson	Regular	883 S Eucalyptus St	Sebring	33870	954-254-3023		4	10/18/2022	10/31/2026	Contractor	(filled remaining of Armando)
Salvador Castor	Regular	871 Letitia Dr	Sebring	33875	407-970-1966		4	10/18/2022	10/30/2026	Public	
Vacant	Alternate - Public						4		10/30/2026	Alt Public	
George Abboud	Alternate - Building Industry	1783 Lake Lotela Dr.	Avon Park	33825	305-563-1218		4	1/3/20/23	12/30/2027	Alt Building	

Name = Joseph Conley Jahna
Address = 900 County Rd 17A West
City = Avon Park
State = Florida
Zip_Postal_Code = 33825
Phone = 8634430115
Email = conley.jahna@gmail.com
Request = Construction Licensing, Enforcement and Appeals Board
Membership Type = Regular Member
Current Employment Experience: = Jahna Concrete Inc. Owner, Day to day operations
Previous Employment Experience: = Leeward Air RanchMaintance on runway, road right away and pond.
High School = Avon Park High School
College = College
Special Training: = Special Training
Activities & Interest: = Church, Family, Hunting and Fishing
Current positions on boards, committees, elected offices, law enforcement positions: = Construction Licensing, Enforcement and Appeals BoardFlorida Independent Concrete and Associated Products.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 56
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 70.90.68.201

Name = Thomas E. James
Address = 3131 Lakeview Dr.
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 8633813880
Email = TOMEJAMES@USA.NET
Request = Construction Licensing, Enforcement and Appeals Board
Membership Type = Regular Member
Current Employment Experience: = T.E. JAMES CUSTOM HOMES, INC.
Previous Employment Experience: = T.E. James Custom Homes, Inc.
High School = High School
College = Degree in Civil Enginering, University of Florida
Special Training: = Special Training
Activities & Interest: = FishingDirt Bike RidingSpending time with family
Current positions on boards, committees, elected offices, law enforcement positions: = Construction Licensing, Enforcement and Appeals Board
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 68
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.62.18.77

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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

SUBJECT/TITLE: **Consider Statement of Legislative Intent for amendments to the Land Development Regulations regarding Article 9 Transportation System Standards and Permit specifically residential driveway permits.**

STATEMENT OF ISSUE

It has been determined that certain requirements currently listed in the Highlands County Land Development Regulations (LDRs) related to Article 9 Transportation System Standards and Permit specifically residential driveway permits need to be modified.

Due to recent regulations implemented by the Florida Department of Environmental Protection and the Florida Department of Environmental Health for permitting new septic systems, our office has encountered issues with receiving adequate data to determine site elevations for permitting residential driveways within existing subdivisions. This has led to the addition of fill on the property where the new construction is to take place, elevating the property higher than neighboring properties, and causing flooding issues. Amending the LDRs by requiring additional topographical information, and site grading requirements will assist with meeting the regulations imposed by the aforementioned agencies for new construction and alleviate the creation of flooding issues for existing residences.

The purpose of this Statement of Legislative Intent is to receive direction from the Board.

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

No fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-66 to vacate a drainage easement located at 228 Hunter Avenue, Lake Placid, FL 33852.**

STATEMENT OF ISSUE

Attached is Resolution No. 23-24-66 to vacate drainage easement over and across said property described as follows:

ALL THAT PORTION OF THE DRAINAGE AND UTILITY EASEMENTS CENTERED ON THE BOUNDARY BETWEEN LOT 5 & 6 LESS EAST 10', AND CENTERED ON THE BOUNDARY BETWEEN LOT 7 & 8 LESS WEST 10', BLOCK 265 OF THE PLAT OF PLACID LAKES – SECTION TWENTY, SAID PLAT BEING RECORDED IN PLAT BOOK 9, AT PAGE 31 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND BEING LOCATED IN SECTION 23, TOWNSHIP 37 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA

PARCEL ID: c-14-37-29-200-2650-0050

SITE ADDRESS: 228 Hunter Ave, Lake Placid, FL 33852

All pertinent County departments have been notified and has no objections. Anthony Andersen have filed a petition to vacate that portion of the platted drainage as described above.

The applicant's reason for vacating this portion of the easement is due to the applicant's desire to construct a new commercial building in the middle of both lots.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-66 to vacate a drainage easement located at 228 Hunter Avenue, Lake Placid, FL 33852.

FISCAL IMPACT

There is no fiscal impact.

Attachments: VOE Agenda Packet - 228 Hunter Ave.pdf

RESOLUTION NO.: 23-24-66

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF AN EASEMENT ON THE PLAT OF PLACID LAKES – SECTION TWENTY, AS PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY ANTHONY ANDERSEN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF EASEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Petition of Anthony Andersen ("Petitioner"), requesting that Highlands County vacate an Easement as described herein and renounce and disclaim the rights of the County and of the public in and to said easement as so described on the plat for Placid Lakes Section 20, recorded in Plat Book 9, Page 31, of the official records of Highlands County, Florida, was presented to the County Engineer; and

WHEREAS, on March 8, 2024, and March 15, 2024, the Petitioner, published a notice of public hearing and intent to petition the County to vacate the easement described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on April 2, 2024, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the easement and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Easement. That Easement as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the Easement and the lands so described are hereby renounced and forever disclaimed:

ALL THAT PORTION OF THE DRAINAGE AND UTILITY EASEMENTS CENTERED ON THE BOUNDARY BETWEEN LOT 5 & 6 LESS EAST 10', AND CENTERED ON THE BOUNDARY BETWEEN LOT 7 & 8 LESS WEST 10', BLOCK 265 OF THE PLAT OF PLACID LAKES – SECTION TWENTY, SAID PLAT BEING RECORDED IN PLAT BOOK 9, AT PAGE 31 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND BEING LOCATED IN SECTION 23, TOWNSHIP 37 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA

Parcel ID: C-14-37-29-200-2650-0050

SITE ADDRESS: 228 Hunter Avenue, Lake Placid, FL 33852

SECTION 3. Implementing Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate,

necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

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

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

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

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

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

PASSED AND ADOPTED this 2nd day of April 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:

_____

Kevin J. Roberts, Chairperson

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O ENGINEERING DEPARTMENT
505 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870

FROM: Anthony Andersen
389 VISTA WOOD DR
VENICE, FL 34293

This is to Petition the Board of County Commissioners to consider vacating an easement, as shown on the attached map, legal description as follows:

ALL THAT PORTION OF THE DRAINAGE AND UTILITY EASEMENTS BETWEEN LOT 5 & LOT 6 LESS EAST 10' AND LOT 7 & LOT 8 LESS WEST 10', BLOCK 265, OF THE PLAT OF PLACID LAKES-SECTION TWENTY, SAID PLAT BEING RECORDED IN PLAT BOOK 9, AT PAGE 31 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND BEING LOCATED IN SECTION 23, TOWNSHIP 37 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA, SAID LAND LYING IN HIGHLANDS COUNTY, FLORIDA CONTAINING 5,000.0 SQUARE FEET MORE OR LESS.

The petition is being requested for the following reason:

New Single Family
Residence

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

Anthony Andersen

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

Highlands County Engineering Department

Reference Map

PARTIAL VACATION OF 20' DRAINAGE & UTILITY EASEMENT WITHIN LOTS 5, 6, 7, & 8, BLOCK 265, PLACID LAKES - SECTION TWENTY, PLAT BOOK 9, PAGE 31, HIGHLANDS COUNTY, FLORIDA.

For Reference Only - Not A Boundary Survey

Map Created: 1/23/2024

Prepared By: Doug Nietubicz
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 60 feet



G:\Vacate Easements\2023\228 Hunter Ave\Maps- Surveys -Sketches\VAC EASEMENT LOCATION SKETCH.mxd, Date Saved: 1/23/2024 11:50:46 AM, User: dnietubi

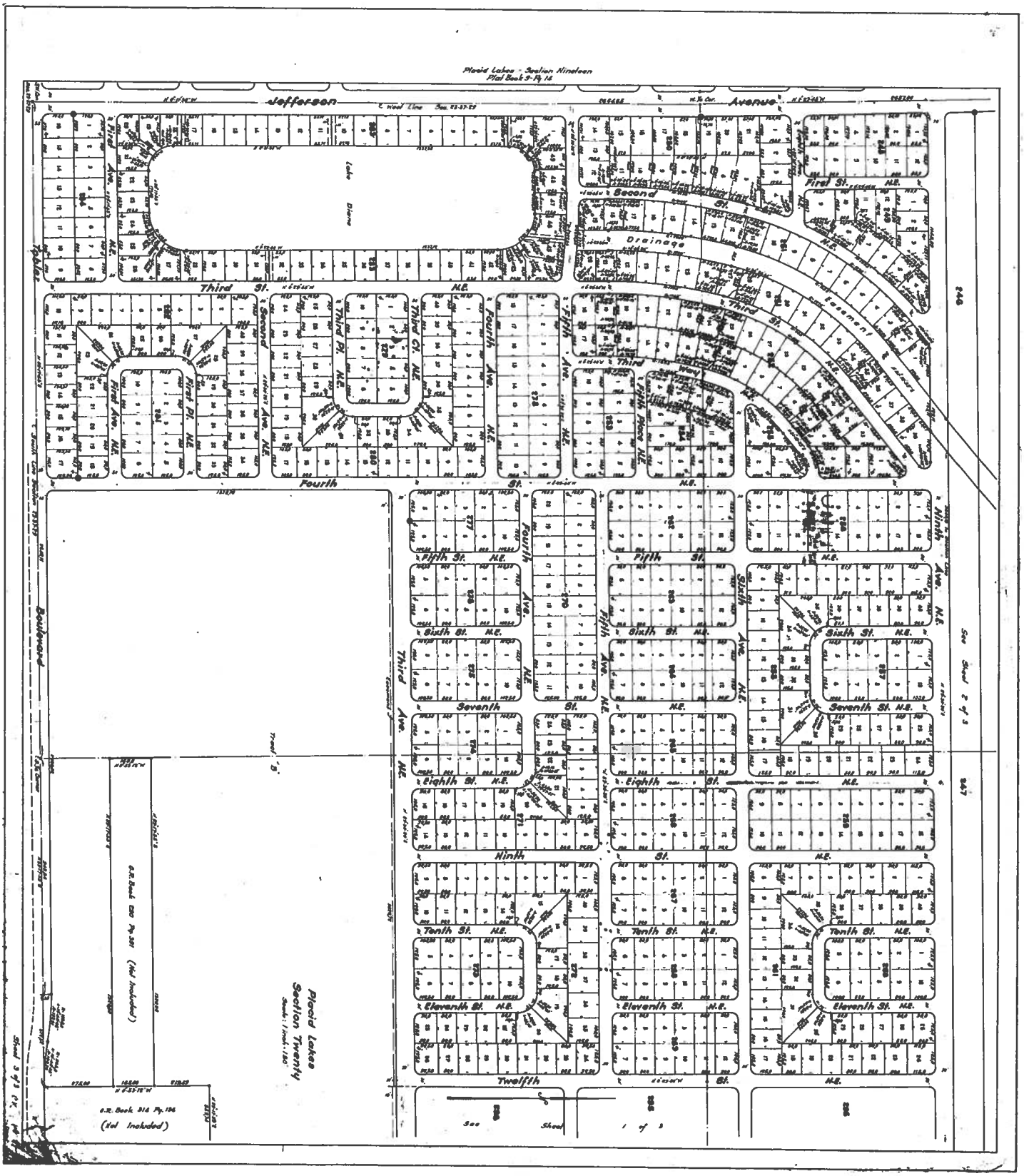
Sixth Ave. N.E.
Fifth Ave. N.E.
Sixth St. N.E.
Eighth St. N.E.
Tenth St. N.E.
258
261
263
264
265
266
267
268
N 89°30'20" E

PLAT BK. 9, PG. 31
Sheet 3 of 3 Sheets

*Vacating & abandoning an easement
Per O.R. Bk. 1161, Pg. 1194.....

*Vacating easement in Block 252
per O.R. Book 1423, Pg 1008

*Vacating EASEMENT in Part L.S. 46
Per O.R. Bk. 1948, Pg. 1977



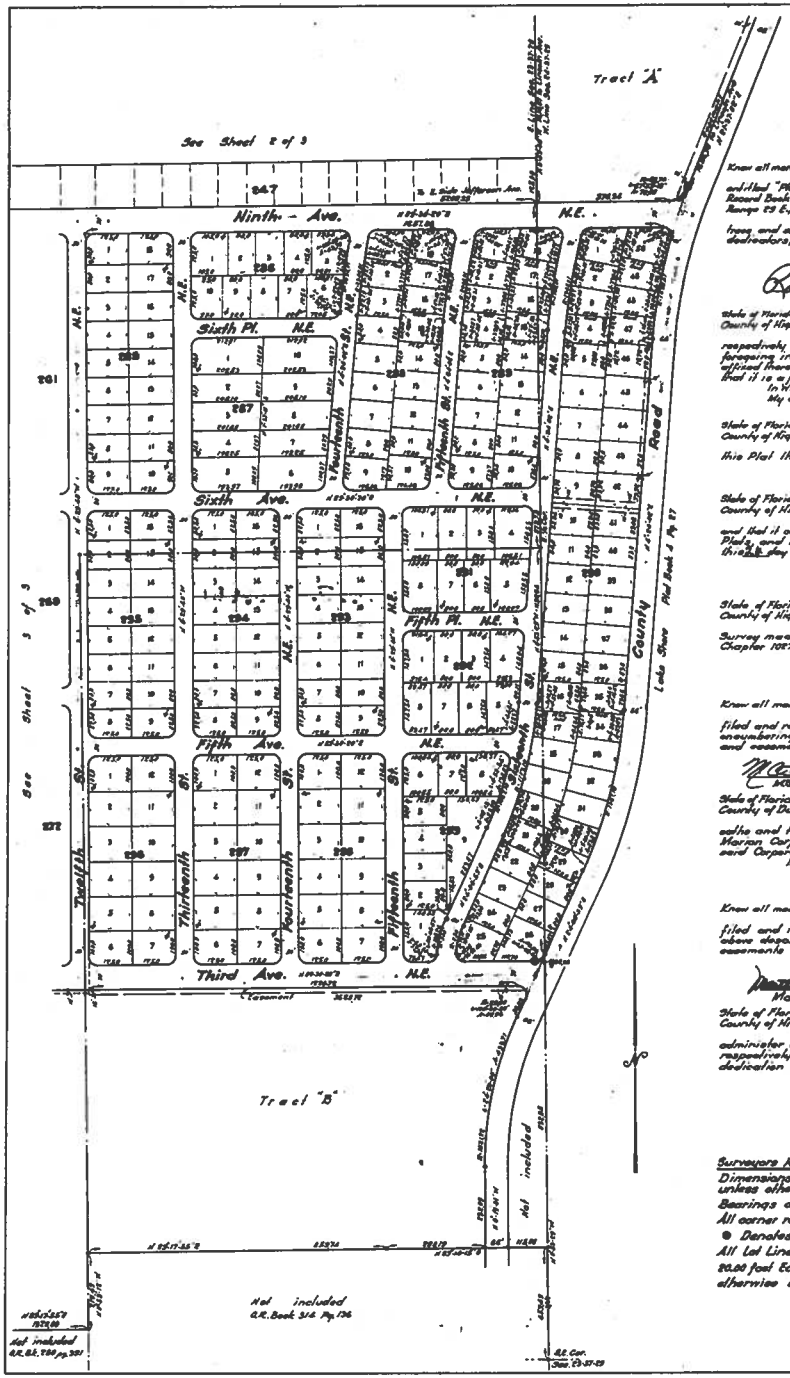
279

PLAT BK. 9, PG. 31
Sheet 2 of 3 Sheets

* VACATING PART OF EASE MENT PER O.R. BK. 1047, PG. 171

* Vacating part of easement per O.R. Bk. 183 Pg. 110.

* Vacating part of easement per O.R. Bk. 447 Pg. #22



Placid Lakes ~ Section Twenty

A Subdivision lying in Sections 23 and 24, Twp. 37S., Rge. 29 E.,
Highlands County - Florida.

Scale: 1"=100ft. July - 1970.

Know all men by these presents:
That Lake Placid Holding Company, a Florida corporation, has caused to be made the attached Plat of its property entitled "Placid Lakes- Section Twenty", being a subdivision of Section 23, Twp. 37 S., Range 29 E., less two Parcels as described in Official Record Book 220 at Page 331 and Official Record Book 314 at Page 136, respectively, and including that Portion of Section 24, Twp. 37 S., Range 29 E., lying West of the County Road, all lying and being in Highlands County, Florida.
That the Streets, Avenues and Canal as shown hereon, together with all existing and future planting trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the Developers, their heirs, successors or assigns, the reversion or reversions thereof whenever discontinued by law.
In Witness whereof we have hereunto set our hands and corporate seal this 25 day of August A.D. 1970.

Lake Placid Holding Co.

Roland Tobler Secy. — August Tobler President
Roland Tobler — August Tobler

State of Florida, County of Highlands } S.S.
I Hereby Certify, that before me this day personally appeared August Tobler and Roland Tobler, President and Secretary respectively of Lake Placid Holding Co., a Florida Corporation, to me well known to be the persons described in and who executed the foregoing instrument as such officers, and acknowledged that they executed the same freely and voluntarily, and that affixed thereto the official seal of said corporation all by and with the authority of the Board of Directors of said corporation, and that it is a free act of said corporation.
In Witness whereof I have hereunto set my hand and notarial seal this 25 day of August A.D. 1970.
My commission expires 10-16-70
Notary Public State of Florida at large

State of Florida, County of Highlands } S.S.
This is to Certify: that the Board of County Commissioners of Highlands County, Florida has officially approved this Plat this 15 day of Sept A.D. 1970.
Attest: Earl Rich Clerk of Circuit Court — By: Chairman

State of Florida, County of Highlands } S.S.
I, Earl Rich, Clerk of the Circuit Court of Highlands County, Florida, do hereby certify that I have examined the Plat and that it complies in all with the Laws of the State of Florida regulating the making of Surveys and the filing of records of Maps and Plats, and have this day filed same for record in Book 9 of Plats at Page 31 of the Public Records of Highlands County, Florida this 28 day of Sept A.D. 1970.
Witness my hand and seal at Sebring, Highlands County, Florida, this 28 day of Sept A.D. 1970.
Earl Rich Clerk of the Circuit Court.
Earl Rich

State of Florida, County of Highlands } S.S.
I Hereby Certify, that the attached Plat as described hereon is a true and correct representation of a recent Survey made under my direction; Also that the Permanent Reference Monuments have been set in accordance with Section 7 Chapter 10278 (No 283) Laws of the State of Florida
By: Alfred W. Schwinger
Alfred W. Schwinger Registered Land Surveyor No 1917 State of Florida

Know all men by these presents:
That Universal Marion Corporation the owner and holder of that certain mortgage dated [illegible] filed and recorded in Official Record Book 348 at Page 218 of the Public Records of Highlands County, Florida, on encumbering the above described property, do hereby consent to the filing of this Plat and join in the dedications of thoroughfares and easements shown thereon.
Universal Marion Corporation
M.C. Chamberlin Secy. — John B. Manley President
John B. Manley

State of Florida, County of Duval } S.S.
I Hereby Certify: that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgements, John B. Manley and M.C. Chamberlin, President and Secretary respectively of Universal Marion Corporation, and they acknowledged before me that they executed the foregoing dedication as such officers of said Corporation in the name of said Corporation.
In Witness Whereof I have hereunto set my hand and seal this 12th day of August A.D. 1970.
My commission expires 10-16-70
Notary Public State of Florida at large

Know all men by these presents:
That Consolidated-Tamoka Land Co. the owner and holder of that certain mortgage dated August 1968 filed and recorded in Official Record Book 314 at Page 134 of the Public Records of Highlands County, Florida, encumbering the above described property, do hereby consent to the filing of this Plat and join in the dedication of thoroughfares and easements shown thereon.
Consolidated-Tamoka Land Co.
Martha Lauderback Secretary — J.F. Holsenbeck Vice President
Martha Lauderback — J.F. Holsenbeck

State of Florida, County of Highlands } SS
I hereby certify, that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgements, J.F. Holsenbeck and Martha Lauderback, Vice President and Secretary respectively of Consolidated-Tamoka Land Co, and they acknowledged before me that they executed the foregoing dedication as such officers of said Company, in the name of said Company.
In Witness Whereof I have hereunto set my hand and seal this 31st day of July A.D. 1970.
My commission expires August 26, 1970
Notary Public State of Florida at large

Surveyors Notes.
Dimensions on corner lots are to the intersection of the Block Lines extended unless otherwise shown.
Bearings determined by an Assumed Meridian.
All corner radii are 25.00 feet unless otherwise shown.
● Denotes a Permanent Reference Monument.
All Lot Lines, both Side and Rear, to be used as the Center-line of a 20.00 foot Easement for Drainage and/or Utility Purposes unless otherwise shown.

2700 14

Approved: _____ Approved: R.P. Dupree County Attorney

Sheet 1 of 3 Sheets

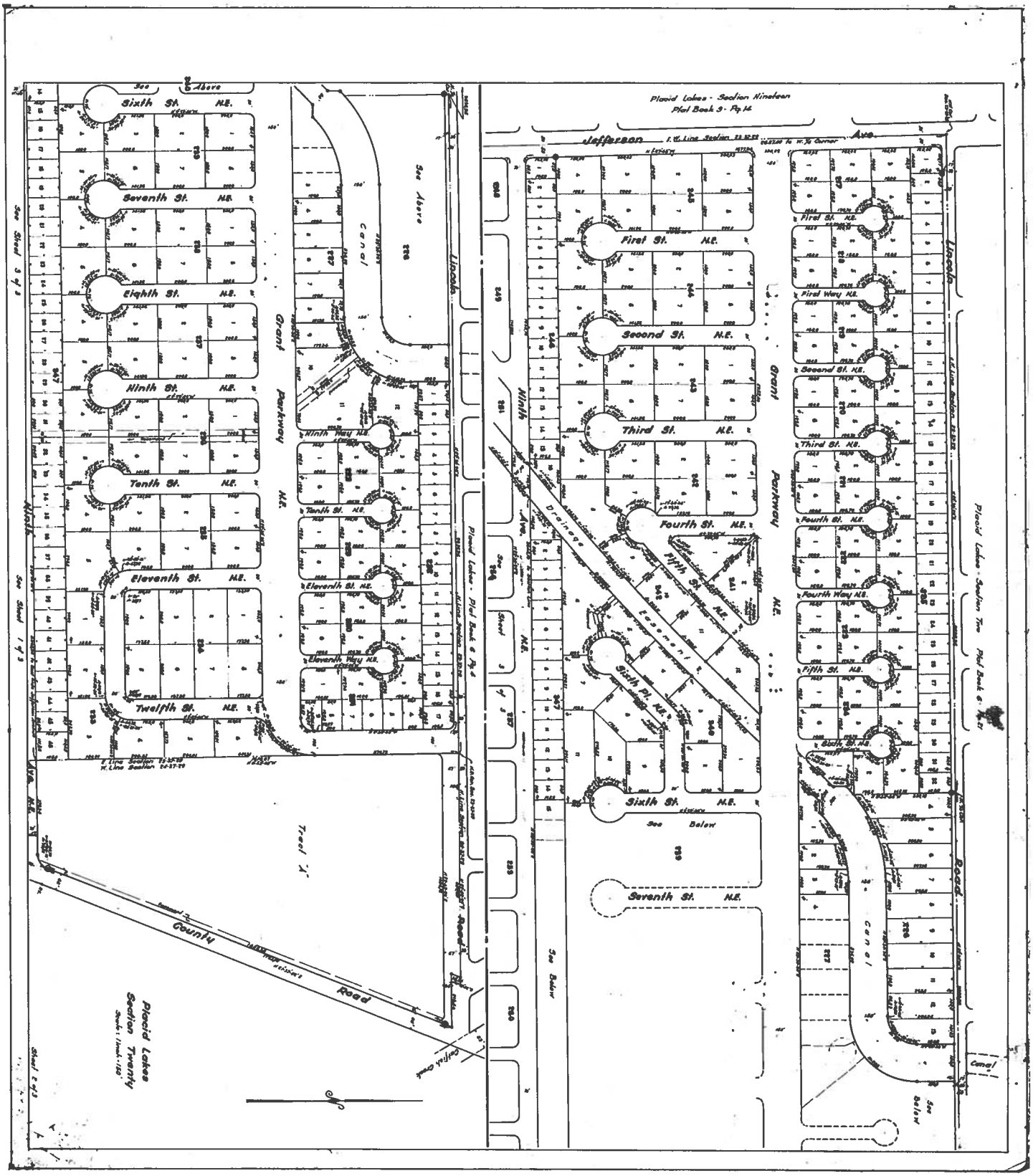
* Vacating part of easement per OR Bk. 1106 pg 1254.

* Vacate Easement Per O.R. Bk. 1289 Pg. 1224

* Vacate Easement Per O.R. Bk. 1417 Pg. 579

* Vacate Easement Per. O.R. Bk. 1436 Pg. 1325

PLAT BK. 9, PG. 31
Sheet 2 of 3 Sheets



AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Notice of Intent Vacate Easemt

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

March 08, 2024, March 15, 2024

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Sworn to and subscribed before me this 15th day of March 2024 by Janet Emerson, who is personally known to me.

Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00029396 00151448

HCBCC - ENGINEERING DEPT
505 S. COMMERCE AVE
SEBRING, FL 33870

NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO VACATE AN EASEMENT

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Sykes Services, LLC will on the **2nd** day of **April, 2024**, at **9:00 A.M.**, in the Board of County Commissioners Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will vacate the drainage easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

ALL THAT PORTION OF THE DRAINAGE AND UTILITY EASEMENTS CENTERED ON THE BOUNDARY BETWEEN LOT 5 & 6 LESS EAST 10', AND CENTERED ON THE BOUNDARY BETWEEN LOT 7 & 8 LESS WEST 10', BLOCK 265 OF THE PLAT OF PLACID LAKES – SECTION TWENTY. SAID PLAT BEING RECORDED IN PLAT BOOK 9, AT PAGE 31 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, AND BEING LOCATED IN SECTION 23, TOWNSHIP 37 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY FLORIDA.

Parcel ID: C-14-37-29-200-2650-0050

SITE ADDRESS: 228 Hunter Avenue, Lake Placid, FL 33852

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory 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 Ms. Sherri Bennett, ADA Coordinator at 863-402-6834 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or email: irmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
March 8, 15, 2024

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BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
March 8, 15, 2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

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 March 22, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 2, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from to March 19, 2024, to April 1, 2024

Attachments: