HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, April 05, 2022
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

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

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

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

Highlands County Zoning Board of Adjustment and the Planning & Zoning Commission and Local Planning Agency will hold a Public Hearing on Tuesday, April 12, 2022 at 3:00 p.m., in the Commissioners Board Room, 600 S. Commerce Ave.

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing April 10-16, 2022 as "Public Safety Telecommunicators Week".*
Sheriff Paul Blackman
No fiscal impact.
Telecommunicator Proclamation.doc

6.B *Request approval of a Proclamation recognizing the week of April 3-9, 2022 as National Library Week*
Vikki Brown, Highlands Library System Manager
No fiscal impact.
20220301 National Library Week.pptx
Library Week Proclamation 2022.pdf

6.C *Request approval of a Proclamation recognizing April 2022 as The Fair Housing Month.*
Mrs. Sheila Richards, Association Executive, Heartland Association of Realtors
There is no fiscal impact.
Fair Housing Month 2022 Proclamation.pdf

6.D *Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month".*
Shawna Butler, Heartland for Children
Natalya Clemens, Heartland for Children
Cynthia Acevedo, Healthy Families
Samantha Pollack, Healthy Families
There is no fiscal impact.
Child Abuse Prevention Month Proclamation 2022.pdf

6.E *Request approval of a Proclamation recognizing April as "National County Government Month".*
Randy Vosburg, County Administrator
There is no fiscal impact.
National County Governement Mo_Proc_CB 2022.docx

6.F *Request approval of a Proclamation declaring the month of April 2021 as "Water Conservation Month" in Highlands County.*
Chair Kathy Rapp
No fiscal impact
2022 Proclamation_Water Conservation Month 040522 ADA.docx

6.G *Highlands County Road Improvement Program*
Jonathan Harrison, Road & Bridge Director
No Fiscal Impact
Road Construction Presentation.pptx

6.H *Presentation of the Annual Comprehensive Financial Report (ACFR) for fiscal year ending September 30, 2021.*
Julie Fowler, Signing Director - Clifton Larson Allen (CLA)
No fiscal impact
BOCC Presentation 2021.pptx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the March 15, 2022 regular meeting of the Board.*
031522REG.pdf

8.B *Request to reappoint two (2) regular voting members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).*
Rachel Barry, Zoning Supervisor
No fiscal impact.

R. Ingler Resume 2022.pdf

T. Roberts Resume 2022.pdf

8.C *Request approval of the License Agreement between Highlands County and Peace River Center for Personal Development, Inc. for the purpose of a Domestic Violence Safehouse.*
Tanya Cannady, Business Services Director
The fiscal impact to Fund 005 (General) will be a $10 annual License Fee paid by the Licensee to the County.
License Agreement.PeaceRiver_DV Safehouse.CB.PDF

8.D *Request approval of a Memorandum of Understanding for the Heartland Regional Resiliency Coalition.*
Randy Vosburg, County Administrator
No fiscal impact
HL_Resilience_Coalition_MOU.DMR.pdf

8.E *Request adoption of Resolution No. 21-22-95 for supplement to the State-Funded Small County Road Assistance Grant Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County.*
Clinton Howerton, Jr., P.E., County Engineer
Kenya A. Anderson, MSP, Project Manager

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $130,000 and being appropriated in Cost Center 4102A (Transportation Projects), Project 18009 (CR 623 Resurface), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT.
1-18-2022 - (Supplemental Agreement No. 1) - Exhibit A.pdf

Res. 21.22.95 FDOT Project 436643-1-54-01.SGS -scan.pdf

8.F *Request approval to expend funds from the Special Law Enforcement Trust Fund*
Paul Blackman, Sheriff
The contribution will be funded through the Special Law Enforcement Trust fund, therefore, no fiscal impact to any government agency.
FSYR_Donation - Sheriff.pdf

8.G *Request approve and execute a Termination of Lease with the City of Sebring for the Girl Scout House property.*
Randy Vosburg, County Administrator
No fiscal impact.
Girl Scout House Lease Termination docs.pdf

8.H *Request approval of the Interlocal Agreement between Highlands County and the City of Sebring Related to Recycling*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget at this time since budget amendment 21-22-041 was brought to the Board during the 1/18/22 meeting transferring $75,000.00 from the Solid Waste Reserve for Contingency account to cover the expenditures for all three (3) locations.
recycling interlocal signed by the City of Sebring 3-1-22.pdf

8.I *Request adoption of resolution 21-22-93 for Budget Amendment 21-22-063 to reallocate funds from Project #20073 - Dispatch Console Upgrades to Project #20085 - Supervisor of Elections Mail-In Election Process in the amount of $7,955.00.*
Liz Barber, Legislative Affairs & Grants Coordinator
Karen Healy, Supervisor of Elections
Reallocate funds in the amount of $7,955 from Project #20073 to Project #20085
Highlands County SOE_Letter Opener Quote_2_8_2022.pdf
21-22-063 ARPA Projects 20073 20085 Transfer (BA).pdf
21-22-063R ARPA Projects 20073 20085 Transfer (Resolution).pdf

8.J *Request approval of Budget Amendment 21-22-064 realigning budgeted funds within the Sheriff and Detention and Corrections cost centers for the purchase and/or replacement of capital equipment for the Sheriff's Office.*
Paul Blackman, Sheriff
There is no additional fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning $45,858.21 in cost center 3101 (Sheriff) from account 51001 (Personal Services-Elected Official) to account 56001 (Capital Outlay-Elected Official) and $2,950.00 in cost center 3323 (Detention and Correction).
21-22-064 Sheriff Realignment (BA).pdf

8.K *Request adoption of Resolution 21-22-94 for Budget Amendment 21-22-065 to make additional adjustments and corrections to projects in FY 21/22 to properly budget the available funds.*
David Nitz, OMB Manager
Angela Bollinger, Sr. Budget Analyst
The fiscal impact is a decrease to Fund 005 (General) and Fund 355 (HCFPIRN LTD Capital) in the amounts of $1,454.00 and $146,543.80, respectively, and an increase to Fund 152 (Tourist Development Trust) in the amount of $6,750.00, with an overall budget decrease of $141,247.80.
21-22-065 Addl Project Adjustments_Corrections (BA).pdf
21-22-065R Addl Project Adjustments_Corrections (Resolution).pdf

8.L *Request approval of Sheriff grant applications to be submitted to the E911 State Board for consideration of funding.*
Paul Blackman, Sheriff
There is no fiscal impact. This is merely approving the grant applications in order for the Sheriff's office to be considered for grant funding with no match requirement.
911 Motorola Vesta System.pdf
E911 Grant_GIS Indoor Mapping.pdf

8.M *Request approval of Budget Amendment 21-22-066 for 4th quarter FY 21 reemployment charges*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $1,650.00 from cost center 2111 (Central Services) to cost centers 2107 (Human Resources) and 3439 (Code Enforcement) in the amounts of $275.00 and $1,375.00, respectively. In addition, there is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning $72.39 in cost center 4210 (Refuse Collection System) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).

21-22-066 Reemployment Tax - 4th Q 21 (BA).pdf

8.N *Request adoption of Resolution 21-22-96 for Budget Amendment 21-22-067 to reconfigure some ARPA project funds.*
David Nitz, OMB Manager
Angela Bollinger, SR Budget Analyst
There is no fiscal impact as a result of this budget amendment.
21-22-067 ARPA Project Reconfig (BA).pdf
21-22-067R ARPA Project Reconfig (Resolution).pdf

8.O *Request approval of Budget Amendment 21-22-068 to set up funds for Government Center Generator and Maintenance Managing Software for Facilities.*
Lance Marine, Parks & Facilities Director
Sarah Albritton, Capital Projects Manager
There is no fiscal impact to Fund 005 (General) or overall budget. This budget amendment is transferring $23,371 from cost center 2672 (Facilities) to project 21075 (55200Z), and $100.000 from project 21034 (Generator Replacement) to project 21074 (Government Center Generator Replacement).
21-22-068 Facilities Projs 21074_21075.pdf

9 PUBLIC HEARING

10 ACTION AGENDA

10.A *Request approval to move forward with the sale of 145 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements.*
Brandon Gunn, Purchasing Agent
The fiscal impact is revenue totaling $1,327,308.55 to the General Fund from sale of the properties and the properties will be back on the Tax Roll.
Notice of Intent-Revised 3.24.22.pdf

10.B *Request adoption of Resolution 21-22-92 for Budget Amendment 21-22-061 to appropriate additional funds in FY 21/22 for the State Housing Initiative Partnership Program (SHIP) in the amount of $281,727.*
Lucy Castillo, Housing Programs Coordinator
The Fiscal Impact is an increase to Fund 166 (SHIP) for FY 2021-2022 in the amount of $281,727, which $253,554.30 is being appropriated into cost center 5367 and $28,172.70 into cost center 5366 (SHIP Phase 29).
21-22-061 Proj 20366 SHIP (BA).pdf
21-22-061R Project 20366 SHIP (Resolution).pdf

10.C *Request approval of Budget Amendment 21-22-069 to set up funding for Clerk of Courts IT purchases to benefit the BOCC departments.*
Randy Vosburg, County Administrator
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $50,000 from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 2111 (Central Services), account 53999 (Clerk IT-Operating).
21-22-069 Add'l Clerk IT Budget (BA).pdf

21-22-069 Add'l Clerk IT Budget (Reserve).pdf

10.D *Request adoption of Resolution 21-22-98 and approval of the Clean Water State Revolving Fund Planning Loan Agreement SW280230 between Florida Water Pollution Control Financing Corporation and Highlands County.*
CLINTON HOWERTON, JR., P.E., COUNTY ENGINEER
KENYA ANDERSON, PROJECT MANAGER
ELIZABETH BARBER, LEGISLATIVE AFFAIRS GRANT COORDINATOR
The Fiscal Impact will be $1,750,000.00 as additional revenue from Loan Proceeds.
Highlands County SW280230 - Loan Agreement.pdf
Res. 21.22.98_FL Rev Fund Loan Agree No. SW280230.SGS.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
COUNTY ATTORNEY LOG.pdf

11.B *Commissioner's Priorities and the Project Status Report.*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Project Updates (FINAL) 04.05.2022.pdf
Status - Commissioner's Priorities (FINAL) 04.05.2022.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Florida Fish and Wildlife Conservation Commission Contract No. FWC21146.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
FWC Contract 21146_Highlands County.pdf

13.B *Board payables from March 15, 2022 to April 4, 2022*

14 ADJOURN

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

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

Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida Rely Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 5, 2022**

PRESENTER: **Sheriff Paul Blackman**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing April 10-16, 2022 as "Public Safety Telecommunicators Week".**

RECOMMENDED ACTION

Move approval to adopt a Proclamation recognizing April 10-16, 2022 as "Public Safety Telecommunicators Week".

FISCAL IMPACT

No fiscal impact.

Attachments: Telecommunicator Proclamation.doc

HIGHLANDS COUNTY
PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 10 - 16, 2022

WHEREAS, emergencies that require police, fire, or emergency medical services can occur at any time; and

WHEREAS, the prompt response of law enforcement officers, firefighters, and emergency medical personnel is critical to the protection of life and preservation of property when an emergency occurs; and

WHEREAS, the safety of our law enforcement officers, firefighters, and emergency medical personnel are dependent upon the quality and accuracy of information obtained from citizens by communication with the Highlands County Consolidated Dispatch Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators provide a vital link for our law enforcement officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators in Highlands County, Florida, have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, Public Safety Telecommunicators have exhibited compassion, understanding, and professionalism during the performance of their job in the past year;

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, duly assembled, in recognition of this event does hereby proclaim April 10 - 16, 2022, to be National Public Safety Telecommunicators Week in Highlands County, Florida, in honor of the men and women whose diligence and professionalism keep our community and citizens safe.

DONE AND ADOPTED THIS ____ day of ________ 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 5, 2022**

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

SUBJECT/TITLE: **Request approval of a Proclamation recognizing the week of April 3-9, 2022 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 3, 2022 as National Library Week.

FISCAL IMPACT

No fiscal impact.

Attachments: 20220301 National Library Week.pptx
Library Week Proclamation 2022.pdf

Highlands County Library System

NATIONAL LIBRARY WEEK 2022

APRIL 3 TO APRIL 9, 2022

HIGHLANDS LIBRARY SYSTEM MANAGER

&

HEARTLAND LIBRARY COOPERATIVE COORDINATOR

VIKKI BROWN, M.L.I.S.

Brief Background

- Highlands County Library System formed in 1988
- Heartland Library Cooperative formed in 1996
- The Heartland Library Cooperative through inter-local agreements serves:
  - DeSoto
  - Glades
  - Hardee
  - Highlands
  - Okeechobee
- Highlands is the only county with more than one branch.

What have we been doing?

- In May 2021, the Heartland Library Cooperative updated the logo and website.
- In June 2021, we launched the Highlands County Library System monthly newsletter.
- In June and July, we (Highlands County) had a successful summer reading program with new technology from a grant acquired by the Heartland Library Cooperative.
- Summer 2021, we partnered with Big Brothers, Big Sisters to provide monthly craft kits for their participants.
- Summer 2021, we partnered with Boys & Girls Club, Historical Society (of Avon Park and Sebring), Highlands Art League and Highlands Lakeside Theater to facilitate a field trip day for Boys & Girls Clubs of Sebring and Avon Park.
- July to October 2021, we (Heartland Library Cooperative) received notice of approval of four different grants.
- In December 2021, we (Heartland Library Cooperative) launched Internet Hotspots.
- In 2021, Highlands County Board of County Commissioners approved the Highlands County Library System's ARPA project to install a vending library in an underserved area of Highlands County.
- In January 2022, we (Highlands County) resumed a normal library schedule, added regular programming back to the schedule, and continued our curbside service.
- Throughout the year, we partner with Healthy Families, Children's Advocacy Center, and Veteran's Services.

Statistical Highlight

- January & February 2021, the libraries had a visitor count of 21,781, and in January February of 2022, we had a visitor county of 25,732, an increase of 3,951.
- The circulation count for hotspots from December 2021 to February 2022 was 160 checkouts.
- We have continued our monthly craft kits (take & makes), and since June 2021 have distributed approximately 2,390 kits.

Looking ahead…

- IMLS ARPA GRANT (MOBILE LIBRARY)
  - Outfitted with hotspots, printer, computers, iPads, and materials to borrow.
  - Staff will be able to provide a scaled down library experience at designated locations.
- LSTA ARPA GRANT (OUTREACH)
  - Pop-Up Story Times
  - Book Giveaways
  - Welcome Packets
  - Outreach tables
- LSTA ARPA GRANT 2 (READ ACROSS DESOTO)
  - Combining public school and county library intiatives
  - Purchase electronic Axis 360 materials
- LSTA 21-22 (VIDEO GRANT)
  - Create videos
  - Purchase electronic materials for Axis 360
- HIGHLANDS COUNTY BOCC – LIBRARY VENDING
  - Contactless library vending station to allow users to borrow materials at times that best fits their schedule regardless of any emergent situation that should arise.
- More programming
  - Saturday movies to return
  - Pokemon Go event days
  - Building partnerships with different divisions and organizations to bring more programming
  - Summer Reading Program 2022

THANK YOU

- Highlands County Board of County Commissioners
  - Commissioners
  - Administration
  - Community Programs Director, Ingra Gardner
  - Other divisions for their partnerships
  - My library staff
- Friends of the Library
  - Avon Park
  - Sebring
  - Lake Placid
- Heartland Library Cooperative
- All the organizations that have allowed us to partner with them for different events

Proclamation

National Library Week 2022

WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and build community;

WHEREAS, libraries connect people to technology, providing access to internet, computers, and training that are critical for accessing education and employment opportunities;

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books;

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries are cornerstones of democracy, promoting 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 PROCLAIMED**, that the Highlands County Board of County Commissioners proclaim National Library Week, April 3-9, 2022. During this week, I encourage all residents to connect with their library by visiting online or in person to access resources and services.

DONE AND ADOPTED THIS ___ day of _________ 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 04/05/2022

PRESENTER:	**Mrs. Sheila Richards, Association Executive, Heartland Association of Realtors**
SUBJECT/TITLE:	**Request approval of a Proclamation recognizing April 2022 as The Fair Housing Month.**

STATEMENT OF ISSUE

Recognizing April 2022 as The Fair Housing Month.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing April 2022 as The Fair Housing Month.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Fair Housing Month 2022 Proclamation.pdf

HIGHLANDS COUNTY
FAIR HOUSING MONTH
APRIL 2022

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, Highlands County is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County does hereby declare the month of April 2022 as Fair Housing Month in Highlands County as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Highlands County.

DONE AND ADOPTED THIS 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Shawna Butler, Heartland for Children**
Natalya Clemens, Heartland for Children
Cynthia Acevedo, Healthy Families
Samantha Pollack, Healthy Families

SUBJECT/TITLE: **Request approval of a Proclamation recognizing April as "Child Abuse Prevention Month".**

STATEMENT OF ISSUE

April is the month where Child Abuse Prevention & Awareness is recognized throughout the nation. Year after year, the Highlands County Commission is asked to proclaim that Highlands County, FL will recognize April as Child Abuse Prevention & Awareness month in support of the efforts of the Child Abuse Permanency & Prevention task force and the Children's Services Council. This proclamation helps promote public awareness as to our community's stance on child abuse, emphasizes the County Commission's intolerance of all types of child abuse, and encourages all agencies in our community facing this problem to continue working together in the fight to end child abuse and maltreatment. Adults in our community are encouraged to reach out to local agencies with questions regarding child abuse, to report something if they see something, and to promote great childhoods for all.

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact.

Attachments: Child Abuse Prevention Month Proclamation 2022.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 2022 as *Child Abuse Prevention Month in Florida.*

DONE AND ADOPTED THIS 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing April as "National County Government Month".**

STATEMENT OF ISSUE

National County Government Month (NCGM), held each April, is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer. NCGM is an excellent opportunity for our county to highlight effective programs and raise public awareness and understanding about the various services provided to the community.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing April as "National County Government Month".

FISCAL IMPACT

There is no fiscal impact.

Attachments: National County Governement Mo_Proc_CB 2022.docx

National County Government Month
April 2022
"Counties THRIVE"

WHEREAS, the nation's 3,069 counties, parishes and boroughs serving more than 315 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide public health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Highlands County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Larry Johnson, NACo is demonstrating how "Counties THRIVE," especially in supporting residents and businesses during the coronavirus pandemic; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, counties have a long history of providing critical services. County governments are the citizen's local government voice and provide solutions that bring communities together.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, do hereby proclaim April 2022 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

DONE AND ADOPTED THIS 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

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Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
<u>COUNTY COMMISSION AGENDA ITEM</u>

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Chair Kathy Rapp**

SUBJECT/TITLE: **Request approval of a Proclamation declaring the month of April 2021 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.

RECOMMENDED ACTION

Move approval of a Proclamation declaring the month of April 2021 as "Water Conservation Month" in Highlands County.

FISCAL IMPACT

No fiscal impact

Attachments: 2022 Proclamation_Water Conservation Month 040522 ADA.docx

Proclamation

Board of County Commissioners of Highlands County, Florida

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 of 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 the Board of County Commissioners of Highlands County, Florida proclaim the month of April as Water Conservation Month. And during this week, calls upon our citizens and businesses 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 5th day of April 2022.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

____
Kathleen G. Rapp, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 5, 2022**

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

SUBJECT/TITLE: **Highlands County Road Improvement Program**

STATEMENT OF ISSUE

Update on the Road Improvement Program and Road Construction Analysis.

RECOMMENDED ACTION

Not Applicable

FISCAL IMPACT

No Fiscal Impact

Attachments: Road Construction Presentation.pptx

Highlands County BCC

Roadway Categories

- **County Paved Road – (Category 1)** Local asphalt or concrete paved road meeting Highlands County Minimum Standards, maintained by Highlands County verified by official Board action. Currently, Highlands County has approximately 1,000 center lane miles of Category 1 Roads.

- **Non-County Paved Road – (Category 2)** Local asphalt or concrete paved road not meeting one or more Highlands County Minimum Standards, not maintained by Highlands County nor verified by official Board action.

- **Non-County Unpaved Road – (Category 4)** Local unpaved road not meeting one or more Highlands County Minimum Standards, not maintained by Highlands County nor verified by official Board action.

Historical/Current Process

- **Roadway Resurfacing on Category 1 Roadways**
  - **Annual Resurfacing List**
  - **Contractor operations**
  - **25-30 miles per year**
  - **FDOT Grants**
- **Roadway Reconstruction on Category 1 Roadways**
  - **Inspect/Evaluate roadways**
  - **Prioritize list based on costs, dwellings, users, access, connections, etc.**
  - **Reconstruct eligible roadways with paved status**

Roadway Procedure

County Unpaved Road – (Category 3) Local unpaved shell/dirt road meeting Highlands County Minimum Unpaved Road Standards and maintained by Highlands County verified by official Board action.

- **Historically been completed through 50% cost share**
- **MSBU (Municipal Service Benefit Unit)**
- **Funding outside of an MSBU (Municipal Service Benefit Unit)**
- **Road Paving Petition must be completed for both options**

Road Paving Petition

PROCEDURES TO FOLLOW FOR THE ESTABLISHMENT
OF A VALID PETITION FOR DIRT ROAD PAVING PROJECTS

______ 1. The Petition must contain authorization from lot owners representing 75% of lots bordering all streets and roads sought to be paved. If a property is owned by more than one person, only one signature will be counted for purposes of achieving the 75% requirement.

______ 2. Attach a copy of the subdivision plat or a tax parcel map showing each road proposed for paving.

______ 3. The lot owners must appoint one person to represent the entire group. Include the name, address, telephone number and email address for the person representing the property owners.

______ 4. Only owners of the property abutting a road to be paved may sign this petition. Renters, lessors, tenants or any other occupancy who is not a records title owner of said property may not sign this petition.

This petition must be submitted to the Highlands County Road and Bridge Director, Road and Bridge Department, 4344 George Blvd., Sebring, FL 33875. For questions, please contact the Road and Bridge Department at (863) 402-6529 or by fax at (863) 402-6754.

Road Paving Petition

PETITION FOR ROAD PAVING PROJECTS

To Highlands County Board of County Commissioners:

WHEREAS, pursuant to the Highlands County Code of Ordinances, Chapter 9, Article II, Division 2, the Highlands County Board of County Commissioners may establish Special Assessment Districts.

The undersigned Petitioners, being owners of property of lots bordering the roads sought to be paved within the area hereinafter described, do hereby petition the Highlands County Board of County Commissioners for the following:

Section I. Purpose. That a Project be initiated for providing paving services for____.

Section II. Boundaries. That the area to be included in this Project shall embrace and include the following described property in Highlands County, Florida:

(Attach List of Addresses and Parcel Identification numbers for all lots bordering all

Section III. Property Benefited. The following is a summary of properties bordering the roads sought to be paved:

1. Total number of lots bordering all roads sought to be paved: ______.
2. Total frontage feet of lots or land bordering all roads sought to be paved: _______.

Section IV. Payment for Services. That a special assessment be levied against the real property benefited by the service or improvements that this assessment be on an equitable basis to be determined by the County Commissioners.

Section V. Designated Individual. The individual who is designated as the official representative of the Petitioners is __________________________________, whose address is ____, whose telephone number is ____________________________ and whose email address is ____________________________________.

Section VI. Signatures. Petitioners must be current property owners. Renter/lessors or other occupants are not qualified to sign. Signatures by husband and wife will count as one signature. The tax parcel number(s) must appear next to each property owner's name.

Signature of Property Owners	Address & Tax Parcel Number(s)

Operations

- Inspect the unsurfaced roadways
- Maintain data on users, dwellings, maintenance costs
- Evaluate all unsurfaced roadways for eligibility
- Remove roadways that are ineligible
- Prioritize list
- Develop an annual unpaved roadway construction list (conducive to available funding)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:	**Julie Fowler, Signing Director - Clifton Larson Allen (CLA)**
SUBJECT/TITLE:	**Presentation of the Annual Comprehensive Financial Report (ACFR) for fiscal year ending September 30, 2021.**

STATEMENT OF ISSUE

The County has engaged Clifton Larson Allen as its external auditors. The completed ACFR for fiscal year ending September 30, 2021 is presented for Board approval and acceptance into Record.

RECOMMENDED ACTION

Move to approve the Annual Comprehensive Financial Report for fiscal year ending September 30, 2021 into Record.

FISCAL IMPACT

No fiscal impact

Attachments: BOCC Presentation 2021.pptx

Highlands County, Florida

Presentation to the Board of County Commissioners

Audit of the Fiscal Year Ending September 30, 2021

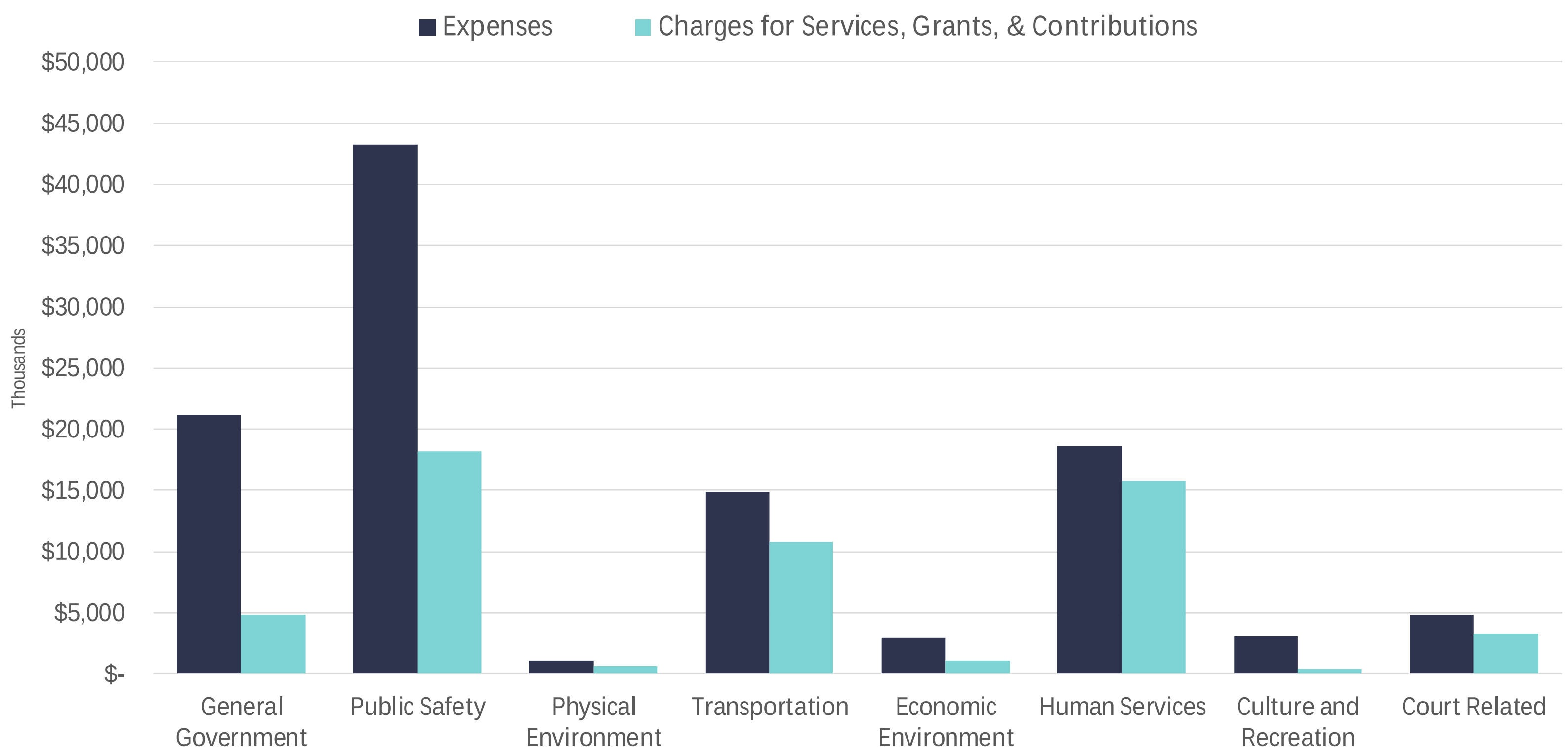
WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Financial Statement Overview

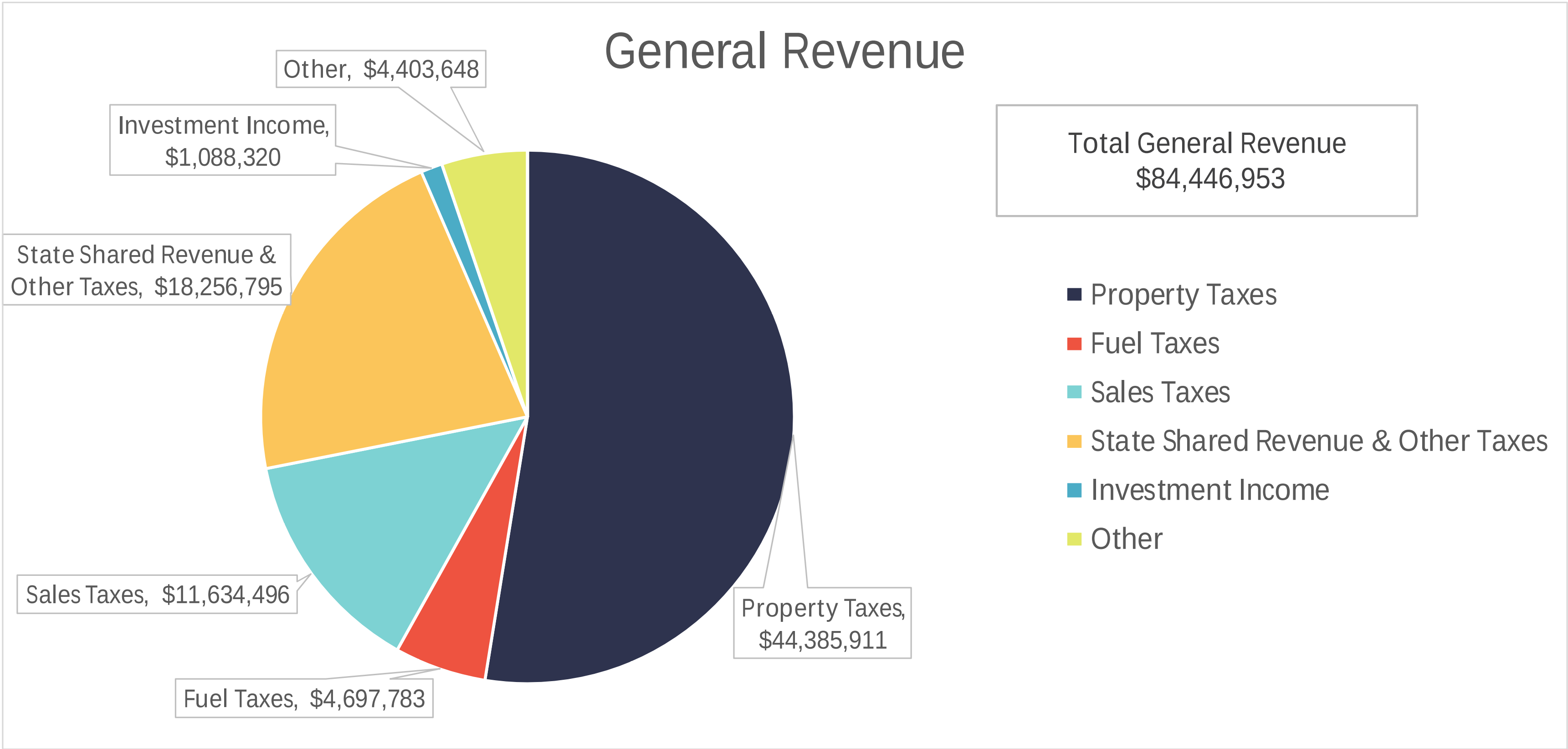
Statement of Net Position

	Governmental Activities	Business-Type Activities	Total
Current and Other Assets	$ 93,674,030	$ 21,811,299	$ 115,485,329
Capital Assets	262,009,306	9,072,317	271,081,623
Total Assets	355,683,336	30,883,616	386,566,952
Deferred Outflows of Resources	18,406,032	215,375	18,621,407
Long-Term Debt Outstanding	55,293,546	9,075,779	64,369,325
Other Liabilities	19,321,001	531,392	19,852,393
Total Liabilities	74,614,547	9,607,171	84,221,718
Deferred Inflows of Resources	53,724,587	561,713	54,286,300
Net Investment in Capital Assets	243,879,064	9,072,317	252,951,381
Restricted Net Position	36,721,349	-	36,721,349
Unrestricted Net Position	(34,850,179)	11,857,790	(22,992,389)
Total Net Position	$ 245,750,234	$ 20,930,107	$ 266,680,341

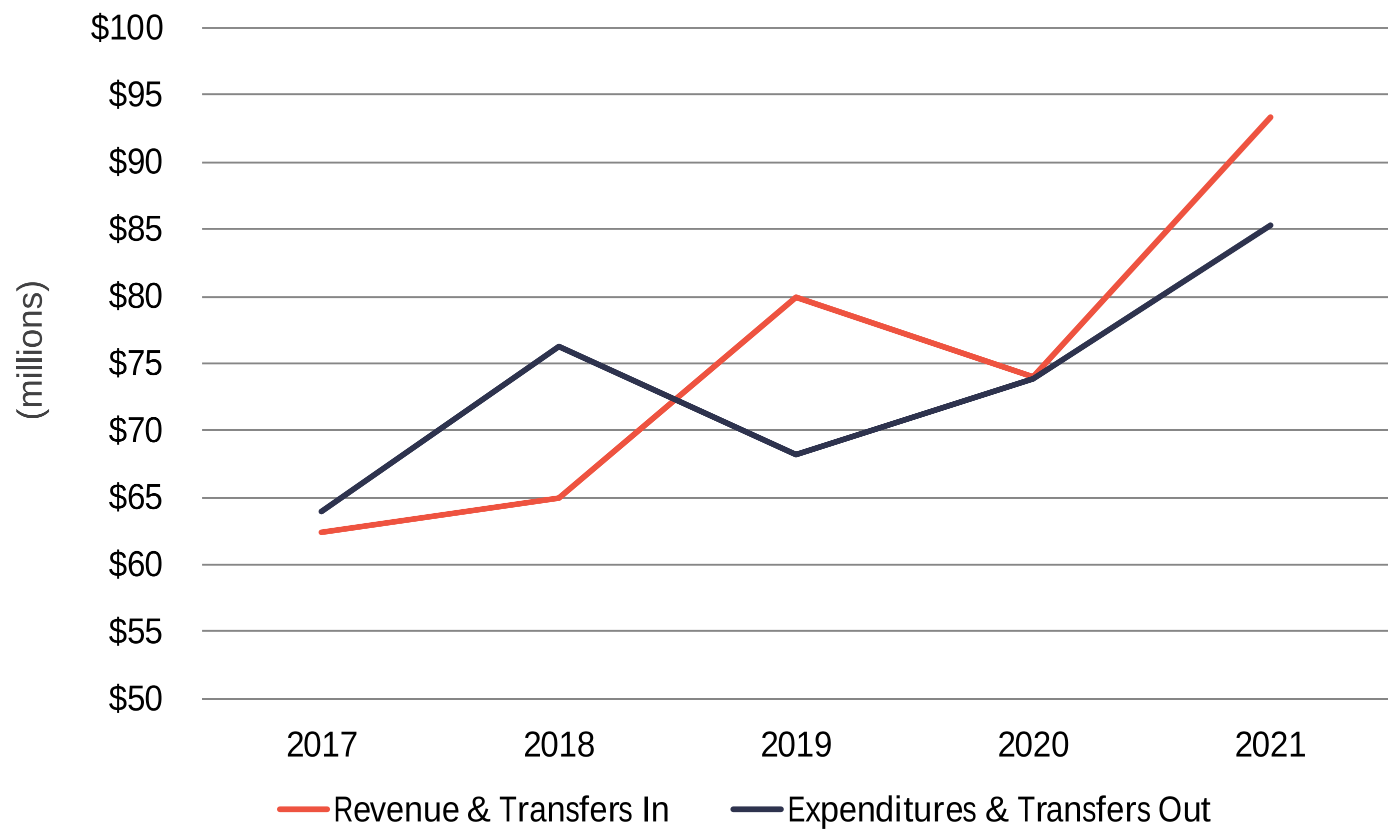
Funding for Government Services



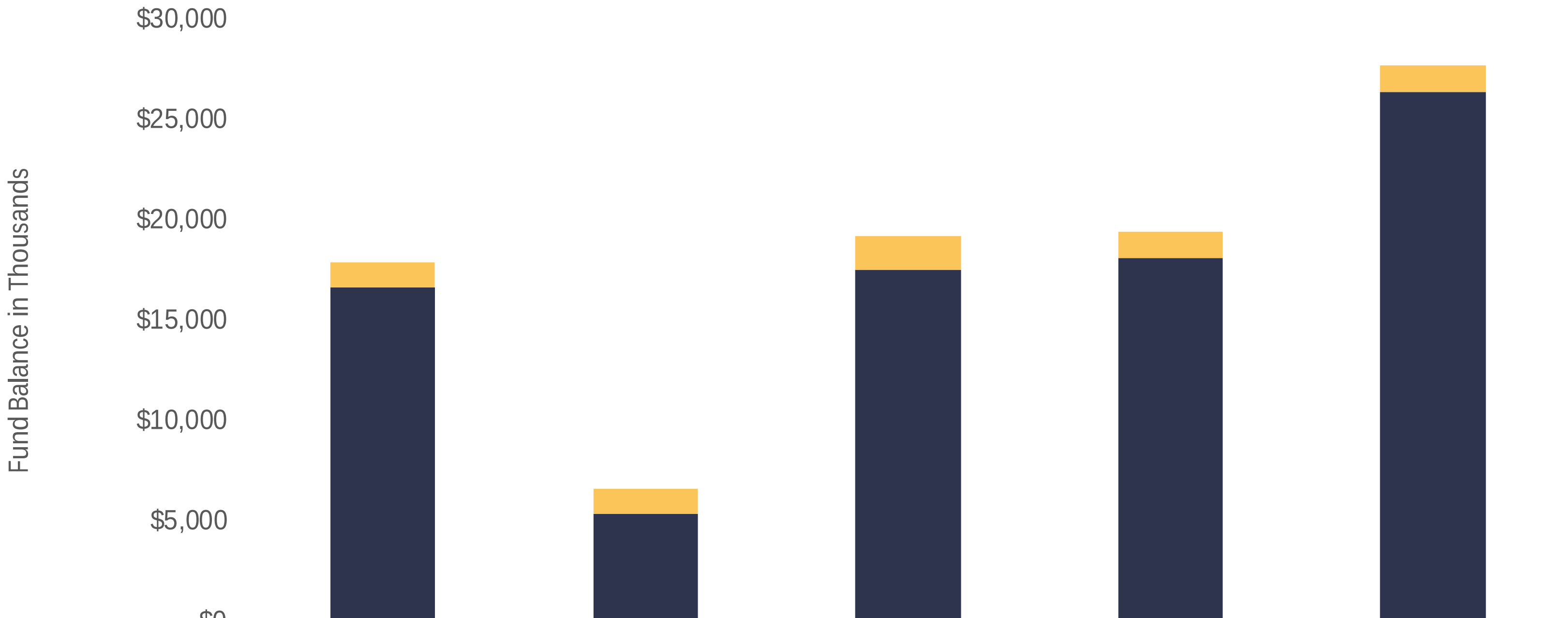
Making Up the Difference



General Fund

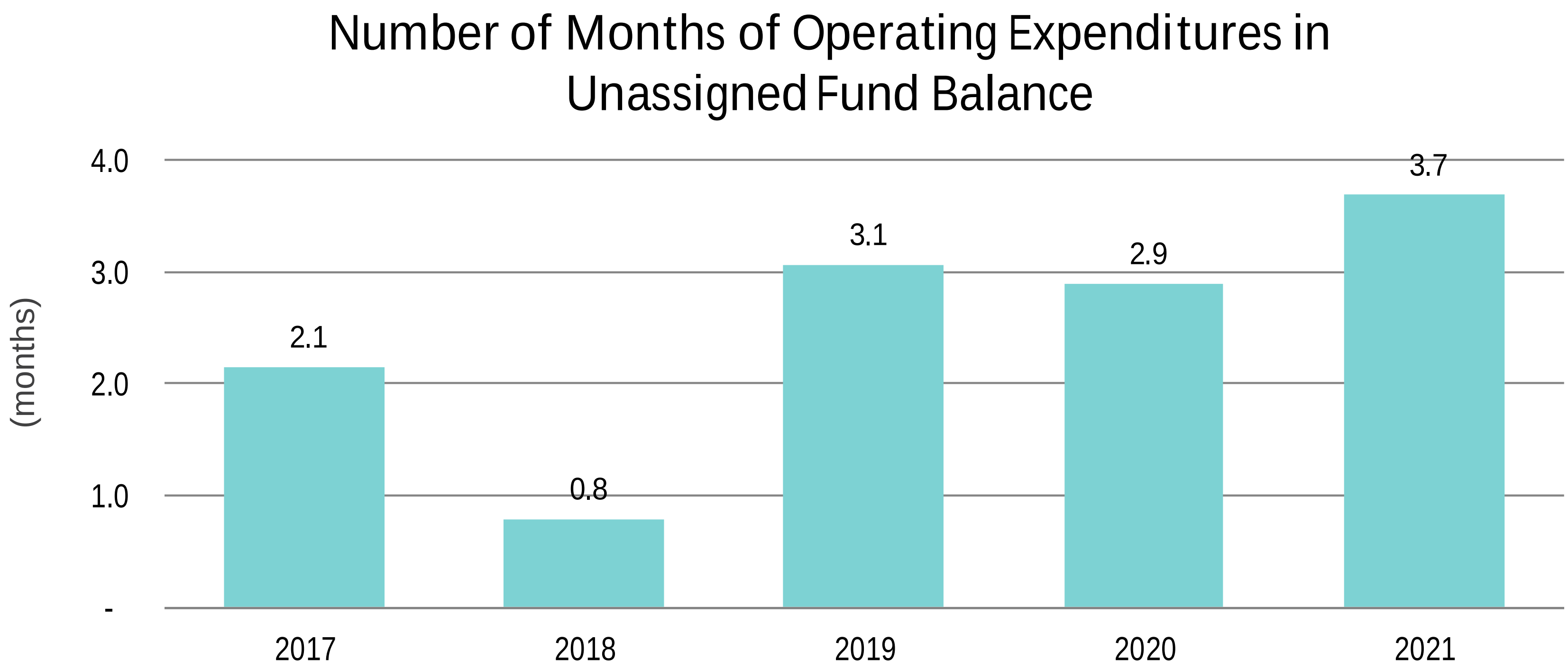


General Fund – Fund Balance



	2017	2018	2019	2020	2021
Nonspendable	$1,272	$1,255	$1,689	$1,345	$1,249
Assigned & Unassigned	$16,603	$5,339	$17,491	$18,043	$26,378

General Fund – Fund Balance



Results of Procedures

WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Professional Services Performed

Financial Statement Audits

Board of County Commissioners
Clerk of Court
Property Appraiser
Sheriff
Supervisor of Elections
Tax Collector

- Annual Comprehensive Financial Report (ACFR)
- Landfill Management Escrow Account Statement
- Statement of County Funded Court-Related Functions, Section 29.0085, Florida Statutes

Compliance Audits

- Federal Single Audit in accordance with Uniform Grant Guidance
- State of Florida Single Audit

Examination

- Compliance with the requirements of investment of public funds and emergency communications number E911 system

Florida Management Letter

- Financial Condition Assessment

Audit Reports Issued

Independent Auditors' Report	• Unmodified Opinion
Government Auditing Standards	• No material weaknesses in internal control reported • No instances of noncompliance reported
Federal & State Grant Compliance	• 2021-001 - Reporting
State Compliance	• No findings or recommendations • Unmodified opinion on compliance with various statutes


Required Communication with Governance
Qualitative Aspects of Accounting Practices
No Difficulties encountered in performing the audit
Corrected & Uncorrected Misstatements
No Disagreements with Management
Management Representation
No Consultations with Other Auditors

Julie S. Fowler, CPA
Signing Director
Julie.Fowler@CLAconnect.com
863-202-8116

Sarah L. Timmons, CPA
Director
Sarah.Timmons@CLAconnect.com
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CLAconnect.com

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the March 15, 2022 regular meeting of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the March 15, 2022 regular meeting of the Board.

Attachments: 031522REG.pdf

REGULAR MEETING OF THE BOARD, MARCH 15, 2022

1. The meeting was called to order at 9:01 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

Also present: Randy Vosburg, County Administrator; Laurie Hurner, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION

The meeting opened with a prayer led by Denise Williams, Veteran Services Officer, U.S. Army Staff Sergeant.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Kathryn Evans, U.S. Air Force, Treasurer of the Disabled American Veterans, Ridge Chapter 49.

4. ANNOUNCEMENTS

The Highlands County Soil & Water Conservation District will hold a Board meeting on Tuesday, March 15, 2022, at 3:00 p.m., in Conference Room #3 of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

The Highlands County Board of County Commissioners meeting as the Board of Supervisors of the Highlands Park Estates Special Benefit District will hold a General Membership meeting on Tuesday, March 15, 2022, at 5:30 p.m., at the Highlands Park Estates Community Center, 16415 Deerglen Blvd., Lake Placid, FL.

The 2021 Value Adjustment Board Hearing of Petitions by Special Magistrate will be held on Thursday, March 17, 2022, at 9:30 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The 2021 Value Adjustment Board Hearing of Petitions by Special Magistrate will be held on Friday, March 18, 2022, at 9:30 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners meeting as the Board of Supervisors of the Sun ‘n Lakes of Lake Placid Recreation District will hold a General Membership meeting on Monday, March 21, 2022, at 6:00 p.m., at the Sun ‘n Lakes of Lake Placid Community Center, 440 S. Sun ‘n Lakes Blvd., Lake Placid, FL.

The Highlands County Board of County Commissioners will hold a Special Meeting (Retreat-style Workshop) on Tuesday, March 29, 2022, from 8:00 a.m.- 5:00 p.m., at The Circle Theatre, 202 Circle Park Drive, Sebring, FL.

The Children’s Services Council will hold a general body meeting on Wednesday, March 30, 2022, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Sally Hood, Director of Accounting & Finance for the Clerk of Courts, announced that the Clerk’s office will be celebrating Sunshine Week from March 13-19, 2022, and shared that Clerk staff is wearing yellow today in honor of keeping our “Government in the Sunshine.”

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Proclamation Honoring World War II Veteran Carl Lundgren, Jr. on His 100th Birthday.
Denise Williams, County Veteran Services Officer, presented the request and read the Proclamation into the record.

Commissioner Kirouac moved approval to adopt the Proclamation as presented. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 136 & SMB 146 Page 82.***

B. Request approval of a Proclamation recognizing the week of March 14-18, 2022 as Government Finance Professionals Week.
Tanya Cannady, Business Services Director, presented the request and read the Proclamation into the record. Ms. Cannady recognized all finance professionals who were present and thanked them with applause.

Commissioner Kirouac moved approval to adopt the Proclamation as presented. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 137 & SMB 146 Page 83.***

C. Recognition of Richard Fleeger, Parks and Facilities Superintendent on his retirement.
Randy Vosburg, County Administrator, presented Richard “Ric” Fleeger with a plaque in recognition of his 16 years of dedicated service to the citizens of Highlands County and wished him well on his retirement. ***See SMB 146 Page 84.***

D. Recognition of Deputy Chief Tim Eures on his retirement.
E. Laney Stearns, Public Safety Director, and Randy Vosburg, County Administrator, presented Deputy Chief Tim Eures with a plaque in recognition of his 30 years of dedicated service to the citizens of Highlands County and wished him well on his retirement. ***See SMB 146 Page 85.***

E. Recognition of Paramedic Litton Walker on his retirement.
E. Laney Stearns, Public Safety Director, and Randy Vosburg, County Administrator recognized Paramedic Litton Walker for his long and distinguished career with Highlands County and wished him well on his retirement. ***See SMB 146 Page 86.***

7. PUBLIC COMMENT
James J. Van Derveer came before the Commission to address his concerns for the need of a traffic light to be installed at the intersection of Lake Damon Road and US Hwy 27.

Randy Vosburg, County Administrator, stated staff has reached out to the Department of Transportation (FDOT), and although their data did not indicate a light to be installed, they are aware of the blind spots and are coordinating with the county to make improvements that will limit the traffic direction. Mr. Vosburg stated that the Board will continue to monitor the progress on this issue.

Commissioner Kirouac stated that he will bring this topic up for discussion at the Heartland Regional Transportation

Planning Organization (HRTPO) Board Meeting on Wednesday, March 16, 2022 at 10:00 a.m. in Lake Placid.

Bettye Gwinn came before the Commission to address her concerns for the need of a traffic light to be installed at the intersection of Lake Damon Road and US Hwy 27. Ms. Gwinn stated that she has been in contact with Commissioner Roberts via email and he forwarded her concerns to County Engineer Clinton Howerton, who contacted FDOT to discuss. Scott Leary with the FDOT replied to Ms. Gwinn via email, of which copies were provided to the Commissioners and Clerk to become part of the permanent record. ***See SMB 146 Page 87.***

Rodney Davis, owner of River Greens Golf Course, also came before the Commission to address his concerns for the need of a traffic light at the intersection of Lake Damon Road and US Hwy 27. Mr. Davis suggested moving the Lake Damon Road north to align with Allamanda Blvd., and if a traffic light was installed there, it would take care of two communities (River Greens and Avon Park Lakes).

Commissioner Roberts questioned if a traffic light was installed at Nucor Drive, would it help relieve the speed and make it safer for drivers. Mr. Davis stated it would for the neighborhood residents, but not for the drivers coming in from the south or drivers not aware of the entrance/exit at Nucor Drive.

Michele Robinson came before the Commission to share that her husband was involved in one of the fatalities at this intersection and asked the Commission to assist with having a traffic light installed at this intersection.

County Administrator Randy Vosburg requested direction from the Commission to send a letter to FDOT and share with Senator Albritton and Representative Tuck, seeking improvements or alternative solutions for this intersection.

Commissioner Roberts made a motion to send a persuasive letter to FDOT requesting a light and improvements at the intersection of Lake Damon Road and US Hwy 27 in Avon Park, FL. Commissioner Kirouac seconded the motion.

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

Mr. Vosburg thanked the Commissioners and stated staff will also send a copy of the letter to State Representative Tuck and Senator Albritton.

8. CONSENT AGENDA

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

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

In regards to the Carver Park restrooms, Chairman Rapp recognized the Highway Park Neighborhood Council for raising $5,000.00 for this project.

Evelyn Colón, Executive Director, and Sarah Scholtz, Vice President for the Highway Park Neighborhood Council, thanked the Board for helping to make this project possible and presented a $5,000.00 check to the Commission.

- **A. Request approval of the minutes from the March 1, 2022 regular meeting of the Board.** *See Clerk of Court's website.*

- **B. Request approval to amend a Tourist Development Special Event Project Grant, increasing the grant amount by $6,000, bringing the grant total to $16,000 from the original $13,000 in 2022 and 2023, as requested by the American Junior Golf Association (AJGA) and per the recommendation**

of Tourism Development Council. *See Tourist Development Council file.*

C. **Request adoption of Resolution 21-22-80 for Budget Amendment 21-22-056 to bring forward fund balance within Fund 152 (Tourism Development Trust) into cost center 5307 (Tourist Dev. Promote/Advertise Lakes).** *See Res. Book 32 Page 138 & SMB 146 Page 88.*

D. **Request adoption of Resolution 21-22-82 for Budget Amendment 21-22-033 authorizing to appropriate funds for Project 21056 Carver Park Restrooms that is 50% RPAC, with a $5,000 contribution from the Highway Park Neighborhood Preservation and the remainder to come from Project 20038 Sebring Library Roof Replacement that is coming in under budget for a net increase in the amount of $5,000.00.** *See Res. Book 32 Page 139 & SMB 146 Page 89.*

E. **Request adoption of Resolution 21-22-87 for Budget Amendment 21-22-058 to reallocate funds within Project # 21008 (Small County Solid Waste Grant) and increase the grant award amount to $93,750.00 as stated in Florida Department of Environmental Protection (FDEP) Grant Agreement # SC215.** *See Res. Book 32 Page 140 & SMB 146 Page 90.*

F. **Request adoption of Resolution No. 21-22-91 for Budget Amendment No. 21-22-060 to approved and authorized to set up Project 21042 for a grant that has been awarded from the Duke Energy Foundation in the amount of $15,000.** *See Res. Book 32 Page 141 & SMB 146 Page 91.*

G. **Request for approval to waive fees of $1,025 for the 2022 Special STARS Softball Classic at the Highlands County Multi-Sports Complex.** *See SMB 146 Page 92.*

H. **Authorize the County Administrator to downgrade or split a full-time employment position (1 FTE) to one or two part-time positions. A part-time position is a permanent position with less than 30 scheduled hours per week.** *See SMB 146 Page 93.*

I. **Request approval of a new full-time Projects Manager position and associated Job Description.** *See SMB 146 Page 94.*

J. **Request approval of an amendment to the Cooperative Funding Agreement Amendment between the Southwest Florida Water Management District and Highlands County for Jack Creek Watershed Management Plan.** *See Southwest Florida Water Management District file.*

K. **Renaming of the Government Building off Kenilworth Boulevard where the Supervisor of Elections Operations Center is located.** *See SMB 146 Page 95.*

L. **Reclassification of Shift Commanders for Public Safety Division.** *See SMB 146 Page 96.*

M. **Request to approve the 2022-2023 Highlands County 4-H Livestock Facilities Handbook with revisions to allow 4-H goat projects to be housed at the 4-H barn facilities.** *See Highlands County 4-H file.*

9. PUBLIC HEARING

A. **Request adoption of Resolution 21-22-83, and replace Resolution 21-22-76, to close a platted unnamed 20-foot alley at 100 Commerce St NW.**

B. **Request adoption of Resolution 21-22-84, and replace Resolution 21-22-75, to close a platted unnamed 20-foot alley at 101 Atherton Ave NW.**

Clinton Howerton, Jr., County Engineer, presented items 9A and 9B together, as they both pertain to the same petitioner and property owner. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record.

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

Commissioner Roberts moved approval to adopt by Resolution 21-22-83, and repeal Resolution 21-22-76. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 142 & SMB 146 Page 97.***

Commissioner Tuck moved approval to adopt by Resolution 21-22-84, and repeal Resolution 21-22-75. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 143 & SMB 146 Page 98.***

C. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-597SS, for an approximate 1.52-acre parcel, from Medium Density Residential (RM) to Commercial (C).

D. Public hearing to consider adoption of P&Z Hearing No. 2097, changing the Official Zoning Atlas for an approximate 1.52-acre parcel, from Mobile Home and Residential Subdivisions District (M-1-S) to Business District with a Conditional Use (B-3 CU).

Sandra S. Vázquez, Planner I, presented items 9C and 9D together, as they both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Vázquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no. Ms. Vázquez read the caption of the proposed ordinance into the record.

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

Melony Culpepper, Planning & Zoning Manager, and Randy Vosburg, County Administrator, addressed questions raised by Commissioner Tuck.

Commissioner Kirouac moved approval to adopt by Ordinance, CPA-22-597SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 1.52 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-597SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 19 (Ord. No. 21-22-14) & Comprehensive Plan Amendment file.***

Commissioner Roberts moved approval to adopt by Resolution, P&Z 2097, changing the Official Zoning Atlas for approximately 1.52 acres from Mobile Home and Residential Subdivisions District (M-1-S) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 144 (Res. No. 21-22-85) & Zoning Changes file.***

E. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-598SS, for an approximate 3.24-acre parcel, from Medium Density Residential (RM) to Commercial (C).

Sandra S. Vázquez, Planner I, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Vázquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no. Ms. Vázquez read the caption of the proposed ordinance into the record.

Melony Culpepper, Planning & Zoning Manager, addressed concerns raised by Commissioner Tuck.

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

Commissioner Campbell moved approval to adopt by Ordinance, CPA-22-598SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 3.24 acres from Medium Density Residential (RM) to Commercial (C), and transmit CPA-22-598SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ord. Book 19 (Ord. No. 21-22-15) & Comprehensive Plan Amendment file.***

F. Public hearing to consider adoption of Hearing No. P&Z 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 acres, from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU).

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

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

Commissioner Roberts moved approval to adopt by Resolution, P&Z 2099, changing the Official Zoning Atlas for four parcels totaling an approximate 1.22 acres from Limited Business District (B-2) to Business District with a Conditional Use (B-3 CU), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 145 (Res. No. 21-22-86) & Zoning Changes file.***

10. ACTION AGENDA

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

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

A. Request adoption of Resolution No. 21-22-89 and approval of the 3-year governmental contract

with the Florida Fish and Wildlife Conservation Commission, Contract #FWC21146.
Jonathan Harrison, Road & Bridge Director, and Chris Mayhew, Invasive Plant Management Supervisor, presented the request and addressed questions and concerns raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was received by Allen Hyman and Larry Overfield.

Mr. Harrison, Mr. Mayhew, County Administrator Randy Vosburg, and County Attorney Sherry Sutphen addressed questions and concerns raised by the Commission.

Commissioner Campbell moved approval to adopt by Resolution No. 21-22-89 and approval of the 3-year governmental contract with the Florida Fish and Wildlife Conservation Commission, Contract No. FWC21146. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 146 & Florida Fish & Wildlife Commission file.***

B. Request to approve and rank twenty-two (22) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 Five Year Work Program.
Clinton Howerton, Jr., County Engineer, and J.D. Langford, Assistant County Engineer, presented the request and addressed questions raised by the Commission.

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

Commissioner Tuck moved to approve and rank twenty-two (22) Florida Department of Transportation (FDOT) Grant Applications for various projects being submitted to FDOT for the FY 2024-2028 Five Year Work Program. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 146 Page 99.***

C. Request adoption of Resolution 21-22-90 for Budget Amendment 21-22-059 to purchase a used 2018 Volvo A25G Off Road Water Truck Cab and Chassis with new tank, and a new TANA Shark E380 Landfill Compactor for the Solid Waste Department.
Clinton Howerton, Jr., County Engineer, and Robert A. Diefendorf, Jr., Engineer Project Manager, presented the request and addressed questions raised by the Commission.

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

Commissioner Roberts moved approval to adopt by Resolution 21-22-90 for Budget Amendment 21-22-059 for the purchase of a used 2018 Volvo A25G Off Road Water Truck cab and chassis with a new 6,000-gallon water tank in the amount of $365,300.00, and a new TANA Shark E380 Landfill Compactor in the amount of $818,028.00 for a total of $1,183,328.00. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 32 Page 147 & Solid Waste file.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.
Sherry G. Sutphen, County Attorney, presented the updated County Attorney Log as of March 8, 2022. ***See SMB 146 Page 100.***

Ms. Sutphen addressed the Commission on Informational Item 13.A, stating these Special Event Grant Contracts between Highlands County and Airstream Ventures, Heartland Triathlon, and American Junior Golf Association previously approved at the last Board meeting (March 1, 2022 – Consent Agenda Items 8E – 8J), did not include the exhibits due to a software issue but they are being included in this agenda.

Ms. Sutphen provided an update on the Community Garden. Commissioner Tuck requested that this item be removed from the attorney log as she was told the property will be sold.

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

Randy Vosburg, County Administrator, presented the updated list of Commissioner's Priorities and Project Status Report as of March 1, 2022. ***See SMB 146 Page 101.***

In regards to the traffic concerns at the intersection at Lake Damon Rd. and US Hwy 27, Mr. Vosburg stated it was questioned when had FDOT conducted traffic counts, to which he confirmed that the study was done during peak season, January through March. Mr. Vosburg shared that results will be tabulated in April and staff should receive an update in May 2022.

Mr. Vosburg provided an update on the storm damage occurrence this past weekend stating there were 23 properties that were officially reported as damaged, and shared that staff is in the process of gathering data, although there is no official declaration of a tornado from the National Weather Service.

Mr. Vosburg also provided an update on the following:

- Lake Placid Fire/EMS station project with Wharton-Smith, Inc.
- Florida's Legislative Session
- United Way Campaign

C. FY 22/23 Preliminary Budget Outlook – General Fund.

Randy Vosburg, County Administrator, David Nitz, OMB Manager, Angela Bollinger, Senior Budget Analyst, and Tanya Cannady, Business Services Director, presented the FY 22/23 Preliminary Budget Outlook for the General Fund and addressed concerns raised by the Commission. ***See SMB 146 Page 102.***

The Commission recognized Mr. Vosburg, Ms. Cannady, Mr. Nitz and Ms. Bollinger for their presentation and hard work.

12. COMMISSIONERS

Commissioner Tuck announced that the deed signing for the Medal of Honor Park donated by the City of Sebring will take place on Friday, March 25, 2022 at 2:00 p.m. and the commissioners are welcome to attend.

Commissioner Tuck questioned if a residential neighborhood is a golf course community, can they drive golf carts throughout the neighborhood properties. Sherry Sutphen, County Attorney, stated that if it's a community with internal private roads that is community-maintained, they can allow for golf carts to be driven. She said if they are county-maintained roads, the golf cart would need to be "street legal" and an ordinance may need to be in place.

County Administrator Randy Vosburg stated there is an ordinance in place with county engineer approval. He stated that the process is that they would need to make application for those roadways, get evaluated by the county engineer, and come before the Board for final approval by the recommendation of the county engineer.

Commissioner Roberts stated that he attended the Edna Pearce Lockett Estate event over the weekend and recognized the County Administrator and Fire Rescue groups for their quick response to the community during the storm that took place during the event.

Commissioner Campbell reminded everyone about the Sebring Races parade at 5:00 p.m. today and shared that the route will be the same as the Sebring Christmas parade. He wished everyone a great race week and a Happy St. Patrick’s Day.

13. INFORMATIONAL

A. Special Event Grant Contracts between Highlands County and Airstream Ventures, Heartland Triathlon, and American Junior Golf Association.

Leah Sauls, Development Services Director, presented the item above for informational purposes. ***See SMB 146 Page 103.***

B. Board payables from March 1, 2022 to March 14, 2022. *See Check Reports 2022 file.*

14. ADJOURN

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

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

The meeting was adjourned at 11:57 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Rachel Barry, Zoning Supervisor**

SUBJECT/TITLE: **Request to reappoint two (2) regular voting members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).**

STATEMENT OF ISSUE

There are two (2) regular voting members of the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z) whose terms are set to expire on April 20, 2022: Mr. Rick Ingler and Mr. Thomas Roberts. These term expirations will leave a total of three (3) vacancies for the BOA and the P&Z, including one (1) existing vacancy. Both members have applied to be reappointed for another four (4) year term, and Staff has received no other applications.

RECOMMENDED ACTION

Move to approve the reappointment of Mr. Rick Ingler and Mr. Thomas Roberts as regular members of the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z).

FISCAL IMPACT

No fiscal impact.

Attachments: R. Ingler Resume 2022.pdf
T. Roberts Resume 2022.pdf

Resume

Name
Rick Ingler

Address
104 Tortoise Rd.

City
Sebring

State
FL

Zip_Postal_Code
33876

Phone
863-273-5182

Email
ingler46@comcast.net

Request
Board of Adjustment / Planning & Zoning Commission

Membership Type
Regular Member

Current Employment Experience
Retired 2003

Previous Employment Experience
Chemist, Alcoa Warrick Works, Newburgh Indiana 34 years. Research Chemist, Gas Chromatography Mass Spectroscopy 13 years, Analytical Chemist, Liquid Chromatography, Infared Spectroscopy, X Ray Diffraction, Photometric Spectroscopy 18 years. Environmental Chemist, water sampling and testing, and smoke stack testing 3 years.

High School
High School Castle High School Paradise, IN

College
College Evansville University, Evansville, IN

Special Training
Special Training USAF Military Dog Handler School

Activities & Interest
SCUBA diving, car restorations and travel.

Current positions on boards, committees, elected offices, law enforcement positions
Highlands County Planning and Zoning Commission and Board of Adjustment since June 6, 2006.

Relation
No

Relative Name

Relationship

Conviction
No

Gender
Male

Disabled
No

Age

Race
White

Signature Certification
Checked indicating Electronically Signed

Client IP
174.58.120.201

Resume

Name
Thomas D Roberts

Address
116 Huntley Court

City
Lake Placid

State
FL

Zip_Postal_Code
33852

Phone
585-613-1039

Email
Roberts.d.tom@gmail.com

Request
Board of Adjustment / Planning & Zoning Commission

Membership Type
Regular Member

Current Employment Experience
Retired since 2010

Previous Employment Experience
Constellation Brands, Inc, Rochester NY Senior Vice President & Treasurer Responsible for Global Financial and Treasury Operations for a $6.0 Billion Beverage Company. Employed from 1980 to 2010.

High School
Hillcrest High School

College
Roosevelt University

Special Training
MBA Finance and B.A Accounting

Activities & Interest
Volunteer at Advent Health working in the Emergency room in Lake Placid. Enjoy traveling and scuba diving.

Current positions on boards, committees, elected offices, law enforcement positions
Zoning Board of Adjustments and the Planning and Zoning Commission. Former President Cloverleaf Trails Property Owners Association.

Relation
No

Relative Name

Relationship

Conviction
No

Gender
Male

Disabled
No

Age
65

Race
White

Signature Certification
Checked indicating Electronically Signed

Client IP
73.28.204.18

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:	**Tanya Cannady, Business Services Director**
SUBJECT/TITLE:	**Request approval of the License Agreement between Highlands County and Peace River Center for Personal Development, Inc. for the purpose of a Domestic Violence Safehouse.**

STATEMENT OF ISSUE

Peace River Center for Personal Development, Inc. currently leases an undisclosed location (facility address redacted per Florida Statue, Section 39.908) from Highlands County. The current Agreement is set to terminate on May 1, 2022. Peace River requested to renew their Agreement with Highlands County for an additional five (5) years continuing to operate as a domestic violence safehouse.

RECOMMENDED ACTION

Move to approve the License Agreement between Highlands County and Peace River Center for Personal Development, Inc. for the purpose of a Domestic Violence Safehouse.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) will be a $10 annual License Fee paid by the Licensee to the County.

Attachments: License Agreement.PeaceRiver_DV Safehouse.CB.PDF

LICENSE AGREEMENT

THIS AGREEMENT is made by and between **Highlands County**, a political subdivision of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the COUNTY, and **Peace River Center for Personal Development, Inc.**, PO Box 1559, Bartow, Florida 33831, hereinafter referred to as the LICENSEE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WITNESSETH:

1. PROPERTY.

During the term of this Agreement and any extension hereof, the COUNTY agrees to allow the LICENSEE to utilize the property ("Premises") and more particularly described in **Exhibit "A"** attached hereto.

2. LICENSE.

The COUNTY hereby grants a License to the LICENSEE, for the purpose of a Domestic Violence Safehouse. This License in no way grants special consideration to the LICENSEE for any purpose other than that set forth herein or for other properties or facilities not specified herein.

3. TERM.

The term of this Agreement shall be for a period of five (5) years from the date of execution and may be extended for additional terms of five (5) years each when deemed to be in the best interest of the COUNTY, and as set forth by written instrument between the parties. In the event LICENSEE desires to renew this Agreement, it shall notify the COUNTY in writing at least sixty (60) days prior to the expiration date of the initial term and/or each extension thereof. The County Administrator is authorized to execute the Amendment to extend the term hereof so long as the instrument is approved by the County Attorney and there are no material changes to the remaining terms and conditions of the Agreement. Within 30 days of the request to extend, the County Administrator shall advise the LICENSEE as to whether the COUNTY is willing to extend the License. The County Administrator shall have the right but is under no obligation to bring the request for an extension to the Highlands County Board of County Commissioners for final determination.

4. LICENSE FEE.

The LICENSEE shall pay a License Fee to the COUNTY, during the term of this Agreement, in the amount of ten ($10) dollars each year, plus applicable taxes, payable on the 1st day of May 2022. Upon each renewal term, the parties shall mutually agree upon increased License Fee for such renewal term. In no event shall theLicense Fee be decreased without approval of the Highlands County Board of County Commissioners. The LICENSEE shall be responsible for all costs, payments, charges and assessments, of whatsoever type or nature, relating to the Premises to include, but not be limited to, every type and nature of utility and communications service serving the Premises, and the

COUNTY shall not have any responsibility or liability of any type or nature relating to the utilities serving the Premises.

5. USE OF PREMISES.

A. The LICENSEE is permitted to operate the Premises as a Domestic Violence Safehouse.

B. In addition, LICENSEE may, with authorization of the County Administrator allow improvements to be made to the Premises to allow for better protective infrastructure.

C. Any proposed improvements will be provided to the County Administrator in writing and all necessary permits and approvals must be obtained by LICENSEE at LICENSEE's sole cost and expense before any work is performed.

6. OWNERSHIP INTEREST.

The provisions of this Agreement do not in any way grant an ownership right, title or leasehold interest, to the LICENSEE, in the subject Premises.

7. CARE AND MAINTENANCE.

A. The LICENSEE shall at its own expense and at all times, maintain the Premises in a good and safe condition and shall surrender same at the termination or natural expiration hereof in as good a condition as when received, normal wear and tear excepted. As necessary, the LICENSEE shall be responsible for repairs on the Premises and for any other maintenance items so as to ensure proper and safe function of the fixtures on the Premises at all times. The LICENSEE agrees to immediately handle emergency situations, unusual incidents or hazardous conditions caused by the LICENSEE's use of the Premises.

B. The LICENSEE shall provide the COUNTY with a contact person to which it may refer neighbor complaints, stemming from the LICENSEE's use of the Premises. The LICENSEE agrees to respond to all neighbor complaints in an expeditious and reasonable manner.

8. USES PROHIBITED.

The LICENSEE shall not use or permit any part of the Premises to be used for anything other than for those uses, and activities set forth herein which are approved by the COUNTY, including but not limited to using the Premises for the operation of a Domestic Violence Safehouse. In addition, the LICENSEE shall not alter, damage or remove any improvements located on the Premises or commit, or suffer to be committed, any waste or nuisance. The LICENSEE will not, under any circumstances, place or allow to be placed any political campaign material, of any type whatsoever, on the Premises. The LICENSEE will not use the Premises in such a manner that would be inconsistent with the zoning currently attached to the Premises or for any activity for which it does not have the appropriate licensing. The LICENSEE will not improperly store or utilize hazardous material on the Premises. The LICENSEE acknowledges that the COUNTY may impose additional prohibitions by sending the LICENSEE written notice in accordance with the requirements set forth herein.

9. INDEPENDENT PARTIES.

It is agreed by the parties hereto that at all times and for all purposes, within the scope of this Agreement, the LICENSEE and the COUNTY are independent of one another and neither the LICENSEE nor any of its officers, directors, employees, or the like, shall be entitled to any of the rights, privileges and/or benefits of a COUNTY employee.

10. INDEMNIFICATION.

LICENSEE agrees to indemnify and defend the COUNTY for and against any and all claims, losses, expenses and/or damages, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees at any level including appeal, made or sustained by any third party or employee, guest, invitee or participant of the LICENSEE, including those related to property and/or injury to or the death of any person or for any losses or damages sustained whatsoever as a result of the actions, omissions, activities or negligence of the LICENSEE or its employees, guests, invitees or participants. In addition, LICENSEE agrees to be liable for any and all damages, losses and/or injuries sustained by the COUNTY by reason of the acts, omissions, activities or negligence of the LICENSEE or its employees, guests, invitees or participants. Furthermore, LICENSEE shall hold the COUNTY harmless and hereby agrees that the COUNTY shall not be liable for any loss, injury, death or damage, to a person or property, which at any time may be suffered or sustained by the LICENSEE, regardless of whether the loss, injury, death, or damage is caused by or is in any way a result of or arises out of any act, omission or negligence of the COUNTY, the LICENSEE, its employees, guests, invitees, participants or any other matter or thing. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

11. INSURANCE.

LICENSEE shall maintain, at all times during the entire term of this Agreement, sufficient liability insurance in a form and limit acceptable to the COUNTY. LICENSEE must provide a copy of LICENSEE'S insurance prior to the commencement of the use approved hereunder, which lists the COUNTY as an additional insured. Said Certificate must provide the COUNTY be given at least thirty-five (35) days written notice of the cancellation or discontinuance of any such insurance policy.

12. ASSUMPTION OF RISK/PERSONAL PROPERTY.

The COUNTY shall not be responsible for any damage to the Personal Property of LICENSEE being kept on the Premises. At the natural expiration or termination of this Agreement, and provided the LICENSEE does not have any outstanding amounts owed by virtue of a term or condition of this Agreement, LICENSEE may remove from the Premises all personal property belonging to LICENSEE. LICENSEE shall repair any damage caused by such removal. LICENSEE understands that, unless alternate arrangements are secured in writing from the COUNTY, any type of property which is left on the Premises fifteen (15) days after LICENSEE has vacated the Premises shall be considered abandoned and shall become the property of the COUNTY for disposition as it deems appropriate.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party. However, upon failure of the LICENSEE to comply with any of the terms and/or conditions set forth in this Agreement, the COUNTY may pursue all available legal remedies and terminate this Agreement given twenty-four (24) hours' notice. Following such notice, the COUNTY may immediately refuse access to or have the LICENSEE, or any other party on the Premises pursuant to this Agreement, removed.

14. NOTICE.

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

COUNTY:
Highlands County
Attn: County Administrator
County Attorney
600 S. Commerce Ave,
Sebring, Florida 33870

LICENSEE:
Peace River Center for Personal Development, Inc.
Attn: Chief Executive Officer
PO Box 1559
Bartow, Florida 33831

15. ENTIRE AGREEMENT.

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

16. MODIFICATION.

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

17. SEVERABILITY.

It is declared to be the intent of this Agreement, if any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of other remaining portions thereof.

18. WAIVER.

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

19. APPLICABLE LAW, VENUE, JURY TRIAL.

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

20. COMPLIANCE WITH ALL LAWS.

The LICENSEE shall at all times, at its sole cost and expense, comply with all Laws, Ordinances, Judicial Decisions, Orders and Regulations of Federal, State, County and Municipal Governments, as well as their respective Departments, Commissions, Boards and Officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement, pertaining to the use of the Premises.

21. ASSIGNMENT.

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

22. JOINT AUTHORSHIP.

This Agreement is the product of both parties and shall be construed as resulting from joint negotiation and authorship.

23. 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 clerk: GLORIA RYBINSKI
County public information officer
600 south commerce avenue
Sebring, Florida 33870
telephone number: (863) 402-6836
HCBCCrecords@highlandsfl.gov

B. LICENSEE 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 LICENSEE 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 LICENSEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the LICENSEE transfers all public records to the COUNTY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE 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.

24. <u>SOVEREIGN IMMUNITY.</u>

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.

25. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the LICENSEE 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 LICENSEE 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 LICENSEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the LICENSEE 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 LICENSEE'S breach of this provision, any and all such costs shall be paid by the LICENSEE 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.

26. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The LICENSEE may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any COUNTY policy related to the same. In addition, the LICENSEE shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

Signatures on Following Pages

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the_____day of______________________2022.

HIGHLANDS COUNTY, a political subdivision of Florida.

____

Kathleen G. Rapp, Chairperson

ATTEST:

____

Jerome Kaszubowski, Clerk

LICENSEE

____

J. William Gardam, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of J. William Gardam, personally and as Chief Executive Officer of Peace River Center for Personal Development, Inc., who personally swore or affirmed that he is authorized to execute this Agreement and thereby bind the Licensee, and who is personally known to me or who produced ___________ as identification, and who did/did not take an oath this 17th day of March, 2022.

JANICE D SHERWOOD
Notary Public - State of Florida
Commission # GG 272573
My Comm. Expires Nov 2, 2022
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida

EXHIBIT "A"
(Description/Depiction of Premises)

FACILITY ADDRESS REDACTED PER FLORIDA STATUTE SECTION 39.908

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request approval of a Memorandum of Understanding for the Heartland Regional Resiliency Coalition.**

STATEMENT OF ISSUE

This Memorandum of Understanding is being presented for the Board's consideration at the request of the Central Florida Regional Planning Council.

RECOMMENDED ACTION

Move approval of a Memorandum of Understanding for the Heartland Regional Resiliency Coalition.

FISCAL IMPACT

No fiscal impact

Attachments: HL_Resilience_Coalition_MOU.DMR.pdf

The Heartland Regional Resiliency Coalition
Memorandum of Understanding

This memorandum of understanding (MOU) is entered into among the undersigned Members of the Heartland Region. All Parties are collectively referred to as Members.

On September 8, 2021, Central Florida Regional Planning Council's Board affirmed by unanimous decision to support the creation of a program to convene stakeholders in the seven-county Heartland Region to develop the framework for a regional resiliency coalition, herein including the undersigned local governments and government agencies and entities serving the Heartland Region.

WHEREAS, the Heartland Region including the counties of DeSoto, Glades, Hardee, Hendry, Highlands, Okeechobee and Polk is home to more than 1,015,841 residents as of 2020, approximately 4.7% of the 2020 population of the State of Florida, and includes recreational spaces, state parks, wildlife preserves, protected natural areas, significant agricultural lands as well as a military installation; and

WHEREAS, the Heartland Region of Florida consists of seven inland counties, five of which are rural, one of which is large urban and one of which is small urban and all of which contain an economy that is driven by natural resource-based industries including forestry, fishing, and agriculture; key industries such as aviation, manufacturing, logistics; academic institutions and government services; and businesses large and small which anchor the communities of the Heartland; and

WHEREAS, according to the <u>2020 Comprehensive Economic Development Strategy</u> Update for the Central Florida Region, the industries that employ the greatest number of people include government; leisure and hospitality; professional and business services; trade, transportation and utilities; education and health services, manufacturing, financial activities, and construction; and

WHEREAS, additional regional approaches building on the Heartland 2060: Building a Resilient Region plan are critical to supporting ongoing local efforts to increase adaptive capacities to improve resilience in confronting shocks and stressors to both the natural and built environments; and

WHEREAS, Heartland Regional Resiliency Coalition is being formed to advance local and regional responses to significant economic, community, and natural system disruption, provide technical assistance and support, and pursue collaborative solutions in addressing these effects on our communities; and

WHEREAS, the Counties of Desoto, Glades, Hardee, Hendry, Highlands, Okeechobee, and Polk and the municipalities within as well as government agencies and entities serving the Heartland Region (the "Members"), share a sense of community, economy, and critically important environmental resources; and

WHEREAS, the Heartland region is known for its beautiful rivers, lakes, and wildlife habitats which are central to the quality of life, tourism industry, and economic vitality of the region; and

WHEREAS, extreme weather events can impact the lives of residents, damage property, disrupt businesses, increase crop damage, and degrade natural systems. Such impacts result in disruptions to local economies, lost revenues for the private and public sectors, loss of employment opportunities over time, and extreme demand for governmental resources to combat and recover from those events; and

WHEREAS, the region is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, wind damage from severe weather systems, and extreme temperature variations; and

WHEREAS, a coordinated approach is necessary to maximize the benefit of efforts to address such impacts and to improve the region's resilience to such events; and

WHEREAS, to most effectively address these challenges, the Members are committed to being resilient to a changing environment, and will consider adaptation and risk reduction strategies intended to ensure public safety and safeguard critical infrastructure, property, environmental assets, and basic quality of life for current residents and future generations; and

WHEREAS, while many counties and cities in the Heartland have independently identified and undertaken activities to address vulnerabilities, they recognize the value of a collaborative commitment to build resiliency in the region, foster best practices, and benefit from cross jurisdictional initiatives; and

WHEREAS, the Members have joined in formation of the Heartland Regional Resiliency Coalition to coordinate their efforts and enhance their abilities to identify, plan, and implement sustainability and resiliency measures to guard against threats and protect our natural environment and our communities, for the health and safety of the region; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARDS OF THE COALITION MEMBERS THAT:

SECTION 1. Findings — The findings set forth above are adopted and set forth as the reasons and statement of purpose for the formation of the Heartland Regional Resiliency Coalition.

SECTION 2. Regional Cooperation — The Members shall work together to maximize their efforts to mitigate and adapt to various identified effects by: identifying vulnerabilities in their communities; identifying common vulnerability assessment methodologies; planning for mitigation and adaptation actions that will enhance the resiliency of their communities; learning from each other through sharing their knowledge from prior efforts and planning documents; leveraging their opportunities; and pursuing public private partnerships.

SECTION 3. Regional Resiliency Action Plan — The Members shall develop a Regional Resiliency Action Plan which shall include strategies for coordinated regional preparation for and adaption to a rapidly changing environment.

SECTION 4. Basis of Planning — The Members will base strategies and actions on commonly accepted methodologies and valid technical data while working together to use recognized and consistent projections to assess vulnerability and inform planning efforts.

SECTION 5. Strategy — The Members shall develop strategies which recognize the region-specific vulnerabilities of the Heartland to the impacts of extreme weather and climate and include recommendations for the pursuit of state and federal resources.

SECTION 6. Community Involvement — The Members shall work collaboratively to recognize and engage the regional community, involving a diverse stakeholder representation in developing policies and recommendations for implementation of the Regional Resiliency Action Plan.

SECTION 7. Collaboration — The Central Florida Regional Planning Council shall serve as the entity to provide a collaborative platform to seek resources and projects, on behalf of the Coalition in furtherance of the efforts of the Coalition in coordination with Members and other stakeholders.

SECTION 8. Intent — The Members each join the Heartland Regional Resiliency Coalition as an expression of their intent and commitment to work together on a regional level to identify and address the effects of but not limited to flooding, wind damage, and extreme weather. Coalition Members do not hereby commit local resources or staffing and acknowledge that the governing body of each Member retains those powers and authorities.

SECTION 9. Additional Members may be added to this MOU without additional action and signing by all Members.

SECTION 10. This Memorandum of Understanding shall take effect on April 1, 2022.

(Signatures on following page)

Approved for signature by the ____________________ at a regular meeting on the ____ day of ________ 2022.

HIGHLANDS COUNTY, a political subdivision of the state of Florida**.**	**CENTRAL FLORIDA REGIONAL PLANNING COUNCIL**
By: ________________________________ Kathleen G. Rapp, Chairperson	By: ______________________________
__________________________________ WITNESS	__________________________________ WITNESS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:	**Clinton Howerton, Jr., P.E., County Engineer** **Kenya A. Anderson, MSP, Project Manager**
SUBJECT/TITLE:	**Request adoption of Resolution No. 21-22-95 for supplement to the State-Funded Small County Road Assistance Grant Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County.**

STATEMENT OF ISSUE

On January 18, 2022 the Board approved the Supplement Agreement between the FDOT and Highlands County in conjunction with Budget Amendment 21-22-037 and the accompanying resolution in the amount of $130,000. Inadvertently the resolution was omitted. Staff is requesting that the Board approve the attached Resolution No. 21-22-95 for the Supplemental Agreement to allocate additional funds to FDOT Contract G1659 between FDOT and Highlands County for the design, construction, and CEI services for the resurfacing of CR 623 from Haywood Taylor Boulevard to Mini Ranch Road for approximately 1.478 miles.

The Board Attorney has reviewed and approved Resolution No. 21-22-95 for the Supplemental Agreement. Kenya A. Anderson is the project manager for this project. Daniel W. Schroeder, P.E. of AIM Engineering and Surveying, Inc., is the engineer of record.

RECOMMENDED ACTION

Move to adopt Resolution No. 21-22-95 for the supplement to the State-Funded Small County Road Assistance Grant Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $130,000 and being appropriated in Cost Center 4102A (Transportation Projects), Project 18009 (CR 623 Resurface), Account No. 56301Z (Project Capital Improvements), which is being funded 100% through a grant from FDOT.

Attachments: 1-18-2022 - (Supplemental Agreement No. 1) - Exhibit A.pdf
Res. 21.22.95 FDOT Project 436643-1-54-01.SGS -scan.pdf

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/18
Page 1 of 1

SUPPLEMENTAL NO.
1

CONTRACT NO.
G1659

FPN
436643-1-54-01/02

Recipient: Highlands County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on March 12, 2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from Highlands County, $130,000.00 (One Hundred Thirty Thousand Dollars) in additional construction funding (phase 54) has been programmed to the project. Project total is now $1,549,207.00 (One Million Five Hundred Forty Nine Thousand Two Hundred and Seven Dollars

Reason for this Supplemental and supporting engineering and/or cost analysis:

Highlands County requested additional funding to cover budget shortfall due to increased construction cost.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Highlands County

By: Kathleen G. Rapp
Name: Kathleen G. Rapp
Title: Chairperson
Date: 01/18/2022

BOARD OF COUNTY COMMISSIONERS
SEAL

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:____________________
Name:
Title:

Legal Review:

____

DS
DC

Alt Form 525-010-60eB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-08
PROGRAM
MANAGEMENT
8/21

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highalnds County 505 South Commerce Ave Sebring, FL 33870	436643-1-54-01/02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: 2019	Maximum Department Participation (SCRA)	$1,419,207.00	$	$1,419,207.00	☐ In-Kind ☐ Cash
FY: 2022	Maximum Department Participation (SCRA)	$130,000.00	$	$130,000.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,549,207.00 %	$ 0.00 %	$1,549,207.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
TOTAL COST OF THE PROJECT		$1,549,207.00	$ 0.00	$1,549,207.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Zoe Giannopoulos
District Grant Manager Name

DocuSigned by:
Zoe Giannopoulos
65BD7DF7192F4AB
Signature Date

RESOLUTION NO. 21-22-95

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO SUPPLEMENTAL NO.: 1 TO THE AGREEMENT WITH FDOT RELATED TO CONTRACT NO.: G1659 FINANCIAL PROJECT NO.: 436643-1-54-01; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AMENDMENTS AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 19, 2019, Highlands County adopted Resolution 18-19-69, authorizing the Agreement with the Florida Department of Transportation (FDOT) pursuant to the Small County Road Assistance Program, FDOT Financial Project No.: 436643-1-54-01, for the resurfacing of CR 623 (Kenilworth) from Haywood Taylor Boulevard to Mini Ranch Road (approximately 1.478 miles); and

WHEREAS, Highlands County has determined that it is in the best interest of the public to amend the Agreement with FDOT and provide for additional permissions related to certain necessary future amendments.

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

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

SECTION 2. **Approval of Amendments and Authorization to Execute.**

A. Supplemental No." 1 to the Agreement, related to FDOT Financial Project No.: 436643-1-54-01, for the resurfacing of CR 623 (Kenilworth) from Haywood Taylor Boulevard to Mini Ranch Road (approximately 1.478 miles) attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

B. To the extent future amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the County Attorney and County Administrator, the Chairperson or a designee thereof is hereby authorized to execute such amendments to the Agreement on behalf of the County without further action by the Board of County Commissioners.

C. The County Administrator shall notify the Board of County Commissioners, by way of informational agenda item, of any amendment executed pursuant to this Resolution. Failure of the County Administrator to notify the Board of County Commissioners related to any such amendment shall not in any way invalidate the same.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to Supplemental No.: 1 to the Agreement pertaining to FDOT Financial Project No.: 436643-1-54-01, for the resurfacing of CR 623 (Kenilworth) from Haywood Taylor Boulevard to Mini Ranch Road (approximately 1.478 miles) approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ___ day of _____________, 2022.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 5, 2022

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 would like to make a donation to the Florida Sheriff's Youth Ranches, Inc. This donation is on behalf of our participation at the Florida Sheriff's Association Commanders Academy Class # 10 in the amount of $1,000 and will be paid from the Special Law Enforcement Trust Fund.

RECOMMENDED ACTION

Move to approve the expenditure of State Forfeiture Funds for the above listed items in the amount of $1,000.

FISCAL IMPACT

The contribution will be funded through the Special Law Enforcement Trust fund, therefore, no fiscal impact to any government agency.

Attachments: FSYR_Donation - Sheriff.pdf

Highlands County Sheriff's Office

Sheriff Paul Blackman
400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org

Dually Accredited

April 5, 2022

Florida Sheriff's Youth Ranches, Inc.
PO Box 2000
Boys Ranch, FL 32064

To Whom It May Concern:

This donation is being made on behalf of our participation at the Florida Sheriff's Association Commanders Academy Class #10. The FSYR will be receiving a $1,000 donation to be used towards the efforts of the agency.

Sincerely,

Paul Blackman
Sheriff

PB/tm

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: $__1,000.00_____

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 5, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Request approve and execute a Termination of Lease with the City of Sebring for the Girl Scout House property.**

STATEMENT OF ISSUE

Termination of the Lease with the City of Sebring for the Girl Scout House property is necessary in order to move forward with the proposed Medal of Honor Park that will be located on the property.

RECOMMENDED ACTION

Move approval to execute a Termination of Lease with the City of Sebring for the Girl Scout House property.

FISCAL IMPACT

No fiscal impact.

Attachments: Girl Scout House Lease Termination docs.pdf

SWAINE, HARRIS & WOHL, P.A.

ATTORNEYS AT LAW

BERT J. HARRIS, III
J. MICHAEL SWAINE
ROBERT S. SWAINE
THOMAS J. WOHL
JOCELYN K. SKIPPER
SHANNON L. NASH

PLEASE REPLY TO:
LAKE PLACID ☐
SEBRING ■

425 SOUTH COMMERCE AVENUE
SEBRING, FL 33870-3702
(863) 385-1549
FAX: (863) 471-0008

401 DAL HALL BLVD.
LAKE PLACID, FL 33852-6561
(863) 465-2811
FAX: (863) 465-6999
www.heartlandlaw.com

bob@heartlandlaw.com

March 22, 2022

HAND DELIVERED

Randy Vosburg
County Administrator
600 South Commerce Avenue
Sebring, FL 33870

Re: Girl Scout House

Dear Randy:

Enclosed please find:

1. The original Permanent Easement recorded in O.R. Book 2891, Page 1138 of the Public Records of Highlands County, Florida;

2. A copy of the Quit Claim Deed to Florida Medal of Honor Memorial, Inc. recorded in O.R. Book 2891, Page 1140 of the Public Records of Highlands County, Florida; and

3. The original Termination of Lease, which has been signed by the City.

Please return a fully signed copy of the Termination of Lease to my office. If you have any questions, please contact me.

Sincerely,

Bob

Robert S. Swaine

RSS/tw
Enc.
xc: Scott Noethlich
Sherry Sutphen, via email

OFFICIAL RECORDS FILE#: 2083298
OR BK 2891 PG 1138 PAGES: 1- 2 DOC TYPE: EAS
REC FEES: $18.50
D.C. DLATIMER. FILED: 3/17/2022 3:09:23 PM
JEROME KASZUBOWSKI
CLERK OF COURTS. HIGHLANDS CO.

18.50

Prepared by and return to:
Robert S. Swaine
Attorney at Law
Swaine, Harris & Wohl, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702
863-385-1549
File Number: 0571-G

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RETURN TO

PERMANENT EASEMENT

THIS EASEMENT is granted by the **CITY OF SEBRING**, a Florida municipal corporation, whose mailing address is 368 South Commerce Avenue, Sebring, FL 33870, hereinafter referred to as "GRANTOR", to **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, whose mailing address is 600 South Commerce Avenue, Sebring, FL 33870, hereinafter referred to as "COUNTY".

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 ($10.00) and the mutual advantages inuring each party to the other, GRANTOR does hereby grant, bargain, sell and convey to the COUNTY a non-exclusive, permanent easement for parking, for any and all other purposes of the COUNTY, consistent herewith, and/or the right of ingress and egress, over, across and beneath the real property described in **Exhibit "A"**. The terms, covenants and conditions set forth in this Easement shall run with the land described herein and shall benefit and bind the parties hereto, and any successor owner of all or any portion of the subject real property.

Dated this 16 day of March, 2022.

CITY OF SEBRING, a Florida municipal corporation

Two witnesses to Grantor:

Renee Brady
Witness Name: Renee Brady

Charlotte A. Mann
Witness Name: Charlotte Mann

By: [signature]
John C. Shoop, Mayor

Attest: Kathy Haley
Kathy Haley, City Clerk

(corporate seal)

CITY OF SEBRING CORPORATE SEAL FLORIDA

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of March, 2022 by John C. Shoop, Mayor, and Kathy Haley, City Clerk of the City of Sebring, a Florida municipal corporation, who [✓] are personally known or [ ] have produced a driver's license as identification.

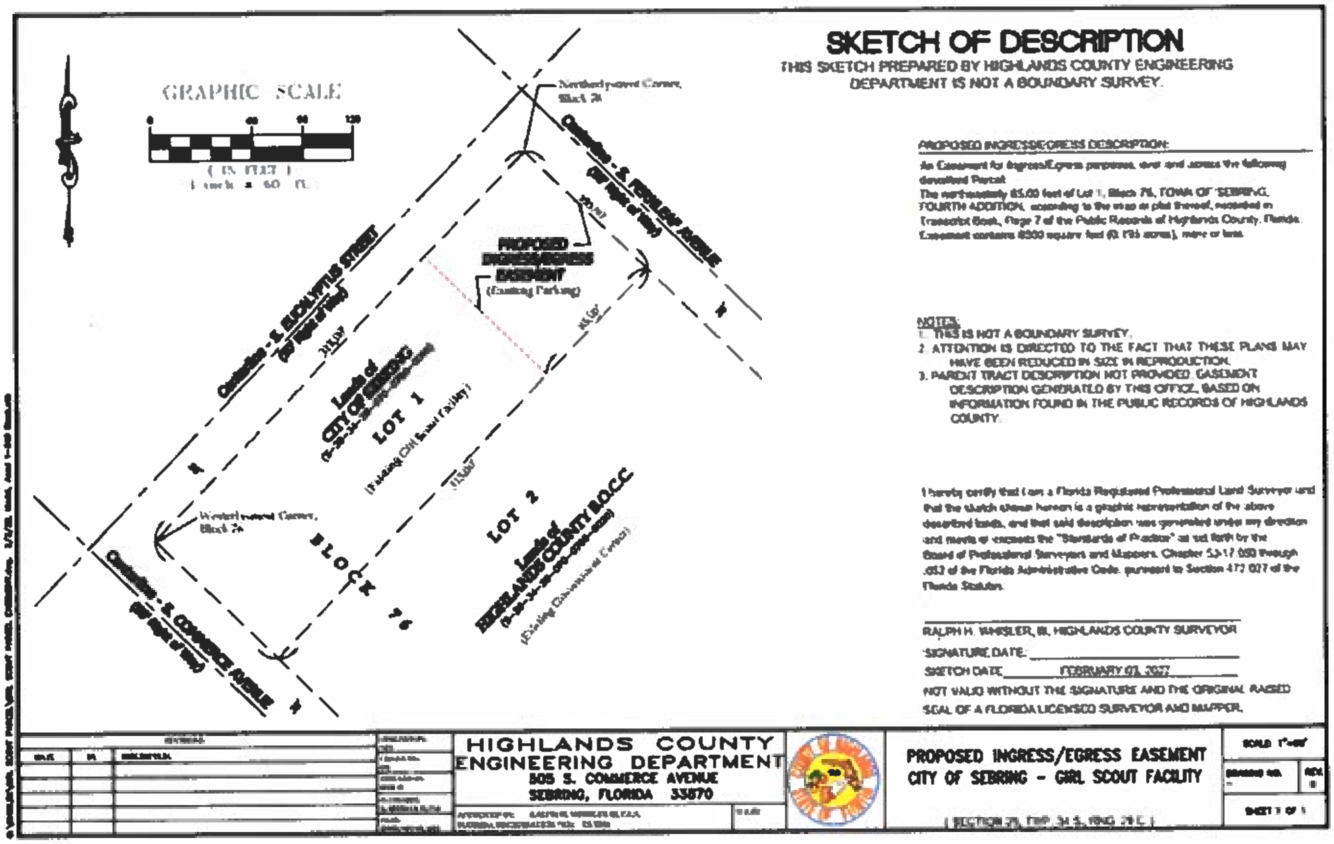
[Notary Seal]

RENEE BRADY
Notary Public-State of Florida
Commission # HH 219036
My Commission Expires
January 24, 2026

Renee Brady
Notary Public
Printed Name: Renee Brady
My Commission Expires: 1-24-26

EXHIBIT "A"

The northeasterly 85.00 feet of Lot 1, Block 76, TOWN OF SEBRING, FOURTH ADDITION, according to the map or plat thereof, recorded in Transcript Book, Page 7 of the Public Records of Highlands County, Florida. Easement contains 8,500 square feet (0.195 acres), more or less.



18.50
.70

Prepared by and return to:
Robert S. Swaine
Attorney at Law
Swaine, Harris & Wohl, P.A.
425 South Commerce Avenue
Sebring, FL 33870-3702
863-385-1549
File Number: 0571-G

[Space Above This Line For Recording Data]

RETURN TO

Quit Claim Deed

This Quit Claim Deed made this 16th day of March, 2022 between **CITY OF SEBRING,** a Florida municipal corporation, whose post office address is 368 South Commerce Avenue, Sebring, FL 33870, grantor, and **FLORIDA MEDAL OF HONOR MEMORIAL, INC.**, a Florida not for profit corporation, whose post office address is 7209 S. George Blvd., Sebring, FL 33875, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Highlands County, Florida** to-wit:

> **Lot 1, Block 76, TOWN OF SEBRING, FOURTH ADDITION, according to the map or plat thereof, recorded in Transcript Book, Page 7 of the Public Records of Highlands County, Florida, subject to the Permanent Easement from the City of Sebring to Highlands County recorded in O.R. Book 2891, Page 1138 of the Public Records of Highlands County, Florida.**
> **(Parcel ID No. S-29-34-29-070-0760-0010)**
>
> **In the event Grantee has not completed full construction of the Medal of Honor Memorial on said property by January 1, 2027, title to this property shall vest in the Highlands County Board of County Commissioners.**
>
> **Additionally, for a period of twenty-one (21) years from the date of the execution hereof, in the event that Grantee ceases operations or is administratively or judicially dissolved without having transferred title to a non-profit entity to own and maintain the property, this property shall vest in the Highlands County Board of County Commissioners.**
>
> **Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**
>
> **The preparer of this instrument was neither furnished with, nor requested to review, an abstract on the described property and therefore expresses no opinion as to condition of title. The Grantee is accepting the Property without title examination or title opinion.**

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

CITY OF SEBRING, a Florida municipal corporation

Renee Brady
Witness Name: Renee Brady

Charlotte A. Mann
Witness Name: Charlotte Mann

By: [signature]
John C. Shoop, Mayor

Attest: Kathy Haley
Kathy Haley, City Clerk

(corporate seal)

CITY OF SEBRING CORPORATE SEAL FLORIDA

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of March, 2022, by John C. Shoop, Mayor, and Kathy Haley, City Clerk of the City of Sebring, a Florida municipal corporation, who [✓] are personally known or [ ] have produced a driver's license as identification.

[Notary Seal]

RENEE BRADY
Notary Public-State of Florida
Commission # HH 219036
My Commission Expires
January 24, 2026

Renee Brady
Notary Public
Printed Name: Renee Brady
My Commission Expires: 1-24-26

TERMINATION OF LEASE

The **CITY OF SEBRING** and the **BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY** hereby terminate the lease dated April 1, 1997 between the parties as to the property described as:

> Lot 1, Block 76, of the Fourth Addition to the TOWN OF SEBRING, according to the plat thereof recorded Plat Book 3, Page 1½ of the Public Records of DeSoto (now Highlands) County, Florida, LESS AND EXCEPT the Southerly 215 of Lot 1, Block 76 of the Fourth Addition to the TOWN OF SEBRING, according to the plat thereof recorded Plat Book 3, Page 1½ of the Public Records of DeSoto (now Highlands) County, Florida.

and hereby release each other from all obligations thereunder.

AGREED TO this ____ day of _____________, 2022.

Two Witnesses as to Lessor:

CITY OF SEBRING, a Florida municipal corporation

(Printed Name) Renee Brady

By: ______________________
John C. Shoop, Mayor

Attest:

(Printed Name) Charlotte Mann

By: ______________________
Kathy Haley, City Clerk

CITY OF SEBRING CORPORATE SEAL FLORIDA

Two Witnesses as to Lessee:

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida

(Printed Name) Chantel Brutus

By: ______________________
Kathy Rapp, Chair

Attest:

By: ______________________
Jerome Kaszubowski, Clerk

____
(Printed Name) ______________________

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

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

SUBJECT/TITLE: **Request approval of the Interlocal Agreement between Highlands County and the City of Sebring Related to Recycling**

STATEMENT OF ISSUE

Attached for your approval is an Interlocal Agreement Between Highlands County and the City of Sebring related to Recycling. The Board decided on August 18, 2021 to revise the Highlands County Solid Waste Collection Program and change the way residential recycling materials were collected. The program was changed from curbside residential collections to recycling drop-off centers. Highlands County would coordinate construction of three (3) recycling drop-off centers throughout the County in 2022 in locations where both County and Municipality residents would be able to bring clean recycling materials for drop off at the centers. The Interlocal Agreement between Highlands County and the City of Sebring related to Recycling was approved by the City of Sebring at their March 1, 2022, City Council meeting and will provide for the establishment of the second of three recycling drop-off centers in Highlands County.

RECOMMENDED ACTION

Move to approve Interlocal Agreement between Highlands County and the City of Sebring related to Recycling.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 21/22 budget at this time since budget amendment 21-22-041 was brought to the Board during the 1/18/22 meeting transferring $75,000.00 from the Solid Waste Reserve for Contingency account to cover the expenditures for all three (3) locations.

Attachments: recycling interlocal signed by the City of Sebring 3-1-22.pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE CITY OF SEBRING, FLORIDA
RELATED TO RECYCLING

This Interlocal Agreement is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, ("County"), and the City of Sebring, a municipal corporation organized and existing under the laws of the State of Florida ("City").

WITNESSETH:

WHEREAS, pursuant to Florida Statutes, Section 403.706, Highlands County is required to implement a recycling program with a goal of increasing the percentage of solid waste used for recycling; and

WHEREAS, Florida Statutes, Section 403.706, strongly encourages municipalities to participate in the preparation and implementation of recycling management programs; and

WHEREAS, the County and the City are encouraged to form cooperative arrangements for implementing such recycling programs; and

WHEREAS, it has been determined that a better plan for achieving countywide recycling goals is to maintain recycling drop off locations throughout Highlands County rather than providing curbside recycling services; and

WHEREAS, the County and the City acknowledge the public benefit in utilizing local drop off sites to educate members of the public regarding countywide recycling needs; and

WHEREAS, the County and the City have determined that it is in their mutual best interest to enter into an Interlocal Agreement for the purpose of defining and implementing a recycling plan.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. <u>Recitals.</u>
   The above recitals are true and correct and incorporated herein.

2. <u>City Obligations.</u>
   A. For and in consideration of the City's participation in the countywide recycling efforts, the City hereby permits the County to use that portion of 100 YMCA Ln, Sebring, Florida, as depicted in **Exhibit "A"** attached hereto ("Recycling Premises"), at no cost to the County, for the purpose of constructing, operating and maintaining a recycling collection site with capability of accepting incidental, rejected and non-recyclable household

items, together with the right of ingress and egress by the public and any necessary contractors.

B. The City shall cooperate with the County to develop appropriate roadway and other signage to direct the public to the facility.

C. The City shall use its best efforts to notify and educate its residents of the Recycling Premises and the appropriate use of the same utilizing a County provided Internet link or such other information and education materials deemed appropriate by the City.

D. The City shall add the Recycling Premises to its collection route on at least one day each week in order to ensure removal of any incidental, rejected and non-recyclable household items brought to, or illegally dumped at, the Recycling Premises.

3. <u>County Obligations.</u>

A. The County shall utilize the Recycling Premises for the purpose of constructing, operating and maintaining a recycling collection site with capability of accepting incidental, rejected and non-recyclable household items, together with the right of ingress and egress by the public and any necessary contractors.

B. The County shall:

i. Install and maintain a six-foot, chain link, perimeter fence, with locking gates, around the Recycling Premises;

ii. Maintain landscaping and mow the Recycling Premises as the County deems appropriate in its sole discretion;

iii. Maintain the Recycling Premises in a secure manner as the County deems appropriate in its sole discretion;

iv. Maintain no more than four (4) roll off containers on the Recycling Premises at any one time;

v. Maintain the Recycling Premises in a clean and orderly manner so as to not allow recycling materials or other trash and debris to overflow or accumulate outside of appropriate containers;

vi. Install and maintain signage on the fence regarding hours of operation and prohibited activities, as deemed necessary;

vii. Ensure the Recycling Premises is staffed during all hours of operation by either a County staff person or an employee of the County's Solid Waste Services Contractor; and

viii. At its sole cost and expense shall report the joint recycling efforts of the County and the City to any applicable Federal and/or State Agencies.

4. Term and Termination.

This Agreement shall take effect immediately upon execution and shall remain in effect until terminated. Either party may terminate this Agreement, given at least 180 days written notice to the other party.

5. Indemnification.

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. 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 COUNTY agrees to be liable for any and all damages, losses, and expenses incurred by the CITY, caused by the acts and/or omissions of the COUNTY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the COUNTY, the COUNTY shall defend and hold the CITY 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.

C. These provisions are in no way intended as a waiver of the parties' rights to sovereign immunity.

6. Sovereign Immunity.

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.

7. Entire Agreement.

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

8. Notice.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the County and to the 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 N. Commerce
Sebring, Florida

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

9. Governing Law and Venue.

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

10. Waiver.

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

11. Amendment.

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

12. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

13. Joint Negotiations.

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

14. Recording.

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

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

HIGHLANDS COUNTY, a political subdivision of the State of Florida

____
Kathleen G. Rapp, Chair

ATTEST:

____
Jerome Kaszubowski, Clerk

CITY OF SEBRING

John Shoop, Mayor
3-1-22

ATTEST:

Kathy Haley, City Clerk

CITY OF SEBRING CORPORATE SEAL FLORIDA

Exhibit "A"
Depiction of Recycling Premises

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 4/5/2022

PRESENTER: **Liz Barber, Legislative Affairs & Grants Coordinator**
Karen Healy, Supervisor of Elections

SUBJECT/TITLE: **Request adoption of resolution 21-22-93 for Budget Amendment 21-22-063 to reallocate funds from Project #20073 - Dispatch Console Upgrades to Project #20085 - Supervisor of Elections Mail-In Election Process in the amount of $7,955.00.**

STATEMENT OF ISSUE

On September 20, 2021, the American Rescue Plan Act (ARPA) projects were submitted to the Board, and a review by an outside consultant, Government Services Group (GSG) was provided showing Risk Rankings for each potential project. As a result, a final project list recommended by Administration and was presented, voted on and approved unanimously by the BOCC. At that time, the Supervisor of Elections office had requested 3 pieces of elections equipment in the amount of $45,590 that were covered in the ARPA guidelines as "eligible expenses".

Since the time of the initial approvals of the project list, the Supervisor of Elections (SOE) has discovered that one of the previously approved pieces of equipment (the Pitney Bowes DL400 letter opener machine) that was presented to the BOCC may not be the most effective use of funds. After additional research, an upgraded piece of equipment was found that includes options that would make processing the incoming mailed-in ballots more efficient for staff. The original equipment that was previously approved milled 400 envelopes a minute, but did not have additional upgraded options. In doing further research, it was suggested by the SOE to change to the Omation IM-306 letter opener due to the feature for a customized date stamp (Received by Highlands SOE, XXX XX, 20XX) and/or opening capabilities of over 660 envelopes a minute. These two features can work in concert or independent of each other. This is critical because the SOE process is to date stamp first until the Canvassing Board authorizes opening of ballots. In the past, this was done by staff manually to individually stamp each envelope. This machine is also a moveable unit on caster wheels that makes it easy to relocate when not in use, which is important to the SOE office due to their limited space. The Omation letter opener comes at a cost of $11,360.

If it is the pleasure of the Board, we are able to reallocate funds from other ARPA projects to cover the balance, due to some of the other ARPA projects coming in under budget.

RECOMMENDED ACTION

Move to adopt resolution 21-22-93 for Budget Amendment 21-22-063 to reallocate funds in the amount of $7,955 from Project #20073 to Project #20085.

FISCAL IMPACT

Reallocate funds in the amount of $7,955 from Project #20073 to Project #20085

Attachments: Highlands County SOE_Letter Opener Quote_2_8_2022.pdf
21-22-063 ARPA Projects 20073 20085 Transfer (BA).pdf
21-22-063R ARPA Projects 20073 20085 Transfer (Resolution).pdf

BUSINESS CASE

Letter Opener

Prepared for: **Highlands County Supervisor of Elections – Karen Healy**

Proposal date: **February 8, 2022**

Valid until: **February 28, 2022**

Submitted by: **Angelo Nieves**
Government Account Manager
a.nieves@quadient.com
407.394.9432

Financial Consideration

Product Summary

IM-306 High Speed Letter Opener with High Speed Printer

- Processing Speed – 40,000 envelopes per hour
- Feeder Capacity – 400 Envelopes
- Print up to 4 lines and a variety of custom strings, date & time, sequential numbering
- Milling Cutter Technology
- Installation & On Going Consultation

	Cost Summary	60 Month Term	48 Month Term	36 Month Term
01	Monthly Lease Payment	**$431.30**	**$478.99**	**$559.23**
02	Freight, delivery & installation	**Included**	**Included**	**Included**
03	Equipment maintenance	**Included**	**Included**	**Included**
	Total Monthly Cost	**$431.30**	**$478.99**	**$559.23**
	Purchase Option*	**$11,630**		
	Annual Maintenance – Year 2	**$2,217**		

* Purchase Price Includes 1st Year Maintenance

Solution Overview

IM-306 Mail Opener

- Control panel with backlit LCD display offers multiple job, operator and language settings
- Process various envelope types and sizes without sorting, including flats and overnight packs
- Proven milling cutter technology protects envelope contents from being sliced or damaged
- Load up to 400 envelopes and process them at speeds as high as 40,000 per hour
- Reverse flow conveyor permits operators to stay in place to both feed and remove envelopes

IM-410 Mail Opener

- Self-adjusting feeder handles stacks of mixed-size mail and envelopes as thick as 4.8mm
- Process various envelope types, including flats and rigid overnight packs
- Milling cutter protects envelope contents and produces a soft, feathered-edge opening
- Inkjet printing of receipt info onto envelopes such as date/time audit trails or sequence numbers
- Operational efficiency of up to 400 opened envelopes per minute

IM-210 Mail Opener

- Self-adjusting feeder handles mixed size mail up to 4.8mm thick
- Process various envelope types, including flats and rigid overnight packs
- Proven milling cutter technology protects envelope contents from being sliced or damaged
- By removing chips as small as 0.01", processed envelopes have soft, feathered-edge opening
- Operational efficiency of up to 400 opened envelopes per minute

Next Steps

quadient

- Authorize Quadient Finance State Contract PO or Provide a PO
- Order Processed Internally and items staged for shipping
- Installation Team engaged and on stand by
- Equipment Shipped to Highlands County Supervisor of Elections
  Angelo will call and check in with updated along the way
- Installation and on site training scheduled and completed
- Ongoing consultation and Customer Reviews scheduled

Capabilities

LOCAL PARTNER
200+ U.S. locations providing unmatched accessibility and responsiveness.

EXPERTISE
8 billion interactions facilitated annually.

PROVEN RESULTS
96% customer satisfaction rate. $1.2B sales in 2018, 44% from North America.

BACKED BY THE EXPERTS
Gartner, Forrester, and Aspire.

EXPERIENCE
Market-leading technology for 95 years. 800,000 customers across 90 countries.

GLOBAL REACH
5,600 employees in 32 countries.

quadient

Thank You!

REVIEWED
O.M.B DEPARTMENT
March 22, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

ARPA 151/005

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/17/2022**   SUBMITTED BY: **Liz Barber**

FUND(S): **005**   FUND TITLE(S): **General**   COST CENTER(S) #: **3996**

PROJECT(S) #: **20073 / 20085**   PROJECT TITLE(S): **Dispatch Console Upgrade (ARPA) / Mail-In Election Process (ARPA)**   COST CENTER TITLE(S): **Emergency/Disaster Relief**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3315100Z**	**American Rescue Plan Act**	**20073**	**830,000.00**		**7,955.00**	**822,045.00**
E	**005**	**3996**	**56400Z**	**Project Equipment**	**20073**	**1,660,000.00**		**7,955.00**	**1,652,045.00**
R	**005**		**3315100Z**	**American Rescue Plan Act**	**20085**	**25,955.00**	**7,955.00**		**33,910.00**
E	**005**	**3996**	**56400Z**	**Project Equipment**	**20085**	**48,750.00**	**7,955.00**		**56,705.00**
									0.00
									0.00
									0.00

REASON: **To redistribute ARPA funds from Project 20073 that came in under the initial anticipated amount to Project 20085 that came in over.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** 21-22-063   **TRANSFER TYPE:**

_____ Approval
_____ Denial

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

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

SIGNATURE: _____

DATE: ___ / ___ / ___

Signature: _____   Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-93

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-063 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-063 is hereby approved and authorized to redistribute funds in the amount of $7,955.00 to Project #20085-Mail-In Election Process (ARPA) for the Supervisor of Elections project that came in over budget from Project 20073-Dispatch Console Upgrade (ARPA) that came in under budget with a zero net impact.

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

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

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

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

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

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

PASSED AND ADOPTED this 5th day of April, 2022.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Kathleen G. Rapp, Chairperson

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-064 realigning budgeted funds within the Sheriff and Detention and Corrections cost centers for the purchase and/or replacement of capital equipment for the Sheriff's Office.**

STATEMENT OF ISSUE

This budget amendment is necessary to realign budgeted funds for needed capital equipment that includes the replacement of expired Bullet Proof Vests, Computers, Computer Towers and a kitchen mixer.

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-064 to realign funds for the purchase and/or replacement of capital equipment within the Sheriff and Detention and Corrections cost centers within the General Fund.

FISCAL IMPACT

There is no additional fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning $45,858.21 in cost center 3101 (Sheriff) from account 51001 (Personal Services-Elected Official) to account 56001 (Capital Outlay-Elected Official) and $2,950.00 in cost center 3323 (Detention and Correction).

Attachments: 21-22-064 Sheriff Realignment (BA).pdf

REVIEWED
O.M.B DEPARTMENT
March 22, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/18/2022**

SUBMITTED BY: **Sheriff**

FUND(S): **005**

FUND TITLE(S): **General**

COST CENTER(S) #: **3101, 3323**

PROJECT(S) #:

PROJECT TITLE(S):

COST CENTER TITLE(S): **Sheriff-005, Detention and Corrections**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	51001	Personal Services Elected Official		17,482,239.20		45,858.12	17,436,381.08
E	005	3101	56001	Capital Outlay Elected Official		131,606.80	45,858.12		177,464.92
E	005	3323	51001	Personal Services Elected Official		9,975,114.00		2,950.00	9,972,164.00
E	005	3323	56001	Capital Outlay Elected Official		0.00	2,950.00		2,950.00
									0.00
									0.00
									0.00

REASON: **To realign budgeted funds for purchase of expired Bullet Proof Vests, Computers, Computer Towers and for a replacement 30 qt kitchen mixer.**

OFFICE USE ONLY

OMB RECOMMENDATION:

__________ Approval

__________ Denial

REQUEST # 21-22-064

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

SIGNATURE: __________

DATE: ___ / ___ / ___

TRANSFER TYPE:

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

Signature: __________

Posted by Clerk: __________

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Apr 5, 2022**

PRESENTER: **David Nitz, OMB Manager**
Angela Bollinger, Sr. Budget Analyst

SUBJECT/TITLE: **Request adoption of Resolution 21-22-94 for Budget Amendment 21-22-065 to make additional adjustments and corrections to projects in FY 21/22 to properly budget the available funds.**

STATEMENT OF ISSUE

This budget amendment is making adjustments and corrections to projects in FY21-22 to properly budget the available funds in the projects and maintain the authorized balances for a net decrease in the amount of $141,247.80.

RECOMMENDED ACTION

Move to adopt resolution 21-22-94 for budget amendment 21-22-065.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) and Fund 355 (HCFPIRN LTD Capital) in the amounts of $1,454.00 and $146,543.80, respectively, and an increase to Fund 152 (Tourist Development Trust) in the amount of $6,750.00, with an overall budget decrease of $141,247.80.

Attachments: 21-22-065 Addl Project Adjustments_Corrections (BA).pdf
21-22-065R Addl Project Adjustments_Corrections (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
March 22, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/16/2022**

SUBMITTED BY: **OMB**

FUND(S): **005 / 151/ 355 / 152**

FUND TITLE(S): **General / Infrastructure/ HCFPIRN LTD Capital/ Tourist Dev Trust**

COST CENTER(S) #: **3995 / 4102A / 2685 / 5306**

PROJECT(S) #: **15064/ 17019/ 17063/ 18033/ 18050/ 19007/ 19010/ 19044**

PROJECT TITLE(S): **CAC Donations/ SCALP/ Sebring Pkwy PHIIB/ Fire Rescue Station 18/ Fire Rescue Station 33/ New Traffic Ops Bldg/ Desoto City Station 19/ Fishing Tournament Facility Imp**

COST CENTER TITLE(S): **Children's Advocacy Ctr/ Transportation Projects/ HCFPIRN LTD Capital Exps/ Tourist Dev - Lakes**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3661000Z**	**Project Donations/ Contributions**	**15064**	**2,902.00**		**1,451.00**	**1,451.00**
E	**005**	**3995**	**55403Z**	**Project Education & Training**	**15064**	**9,031.00**		**1,451.00**	**7,580.00**
R	**005**		**3999100Z**	**Project Fund Balance Forward**	**17019**	**31.29**		**3.00**	**28.29**
E	**005**	**3995**	**55403Z**	**Project Education & Training**	**17019**	**31.29**		**3.00**	**28.29**
E	**151**	**4102A**	**53100Z**	**Project Professional Services**	**17063**	**214,525.21**		**214,525.21**	**0.00**
E	**151**	**4102A**	**56301Z**	**Proj Capital Infrastructure**	**17063**	**3,149,980.79**	**214,525.21**		**3,364,506.00**

REASON: **Additional Project adjustments, corrections, and closures.**

OFFICE USE ONLY

OMB RECOMMENDATION:

______ Approval

______ Denial

REQUEST # **21-22-065**

ACTION:
Board ______ Approved ______ Denied
County Administrator ______ Approved ______ Denied

SIGNATURE: ______

DATE: ___ / ___ / ___

TRANSFER TYPE:

X ITEM TO ITEM
___ RESERVE
X BY RESOLUTION
___ SUPPLEMENTAL BUDGET

Signature: ______

Posted by Clerk: ______

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-065

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	355		3999100Z	Project Fund Bal Forward	18033	51,817.04		51,817.04	-
R	355		3999110Z	Project Encumb Forward	18033	3,434.95		3,434.95	-
E	355	2685	56200Z	Project Buildings	18033	55,251.99		55,251.99	-
R	355		3999100Z	Project Fund Bal Forward	18050	2,234.00		2,234.00	-
E	355	2685	56200Z	Project Buildings	18050	2,234.00		2,234.00	-
E	151	4102A	53100Z	Project Professional Services	19007	47,762.00		47,762.00	-
E	151	4102A	56200Z	Project Buildings	19007	1,274,745.44	47,762.00		1,322,507.44
R	355		3999100Z	Project Fund Bal Forward	19010	89,057.81		89,057.81	-
E	355	2685	56200Z	Project Buildings	19010	107,924.98		89,057.81	18,867.17
R	152		3999100Z	Project Fund Bal Forward	19044	226,020.55	6,750.00		232,770.55
E	152	5306	56300Z	Project Improvements	19044	262,020.55	6,750.00		268,770.55
									-
									-
									-
									-
									-

Form Revised 08/05/2020

RESOLUTION NO. 21-22-94

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-065 TO THE GENERAL, HCFPIRN LTD CAPITAL AND TOURIST DEVELOPMENT TRUST FUNDS; 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, HCFPIRN LTD Capital and Tourist Development Trust Funds.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-065 is hereby approved and authorized to make additional adjustments and corrections to projects in FY 21/22 to properly budget the available funds in the projects and maintain the authorized balances for a net decrease in the amount of $141,247.80.

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

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

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

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

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

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

PASSED AND ADOPTED this 5th day of April, 2022.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Kathleen G. Rapp, Chairperson

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 5, 2022

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Sheriff grant applications to be submitted to the E911 State Board for consideration of funding.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office is applying for two (2) E911 State grants to replace the current out-of-date Motorola 911 equipment, and to upgrade the current GIS-Indoor Mapping.

RECOMMENDED ACTION

Move to approve the grant applications to allow for the requests to be considered by the E911 State Board and solicit the Chair's signature.

FISCAL IMPACT

There is no fiscal impact. This is merely approving the grant applications in order for the Sheriff's office to be considered for grant funding with no match requirement.

Attachments: 911 Motorola Vesta System.pdf
E911 Grant_GIS Indoor Mapping.pdf

911 Grant Programs

1. Purpose

Each county, group of counties or region applying for E911State Grant, to be further known as 911 State Grant, to assist counties with the replacement or upgrade of 911 Systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG-911) systems and services.

The State 911 Grant Programs distributes funds collected pursuant to section 365.172-173, Florida Statutes. Federal Grant funding uses the 911 Grant Programs for approval and disbursement of federal funds to assist counties in implementing and improving NG-911 system and services.

2. Eligibility

Any county, group of counties, or region in the State of Florida is eligible to apply for these grant programs. Only a region, as defined below, may qualify for a grant award for a 5-year Regional Next Generation 911 Routing Project.

3. Definitions

3.1. **Enhanced 911 (E911):** An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and also directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location-identification features.

3.2. **NG-911 Equipment:** Hardware equipment and peripherals needed to implement and maintain NG-911 services.

3.3. **E911 System:** The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping, and call answering communications equipment.

3.4. **Alternate Contract Source (ACS) –** A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county's purchase is not over expansive in size and scope.

3.5. **Grantee/Subrecipient:** The county, group of counties, or region awarded a grant.

3.6. Grantor: The Florida E911 Board.

3.7. Government Accounting Standards Board (GASB): The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

3.8. Hosted Services: Hosted Services are technology services using the vendor's servers for a fee.

3.9. Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period.

3.10. Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service. NG-911 also directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the call/signal originated, or as otherwise provided in the State E911 Plan and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.

3.11. Next Generation 911 Core Services (NGCS): The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Doman Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

3.12. Next Generation 911 Routing Project: A Next Generation service that incorporates multiple counties.

3.13. Public Safety Answering Point (PSAP): The public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 plan.

3.14. Region: Refers to the counties grouped by the Florida 911 Regional Map. All systems within a region must be interoperable.

3.15. Service Contract: A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services.

3.16. Warranty contract: A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4. 911 Grant Programs Calendar

The E911 Board will accept applications as noticed in the Florida Administrative Register.

Action	
Eligible entity submits application	Submission date(s) as published in the Florida Administrative Register
E911 Board Members evaluate applications	Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting	Within three months of the submission date
E911 Board sends notification letter of awards approved for funding to the counties.	Within four months of the submission date

Performance Period	
County, group of counties or regional implementation/ installation period	Two years from receipt of award notification
Next Generation 911 Regional Routing Project	Maximum of five years
Next Generation Projects	Maximum implementation Period of five years however may be shorter time dependent upon board approval.
Service and Data Maintenance Projects outside of a NG-911 Regional Routing Project	An annual grant may be funded.
Initial Database synchronization (such as ALI, MSAG, and Centerline)	Two years from receipt of award notification

Database maintenance (such as ALI, MSAG, Centerline….)	Approved only with Regional Routing Project

5. General Conditions

Applications must be delivered to the following address:

State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950

Or electronically to E911BoardElectronicGrantReports@dms.fl.gov
Electronic receipt of the grant application and all attachments is preferred.

5.1. The applicant shall provide Application Form items 1 through 14 and the applicable procurement documents. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of an E911 Grant Programs published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.

5.2. Pursuant to sections 365.172(6), 365.172(10), 365.173(2) Florida Statutes, grant funds must only be used for the following items/services: to upgrade or replace 911 systems; to develop and maintain statewide or regional 911 routing; geographic information and management information systems (GIS and MIS); to develop and maintain Next-Generation 911 (NG-911) services and equipment; and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty costs shall be calculated to account for only the first-year warranty.

5.3. To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.

5.4. GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.

5.5. Although a Next Generation 911 Regional Routing Project may be awarded for up to five years, the cost shall be accounted for on a yearly basis. The application must also include a detailed breakdown of costs by year one through year five and if applicable a monthly breakdown. This would include an expected reimbursement schedule.

5.6. All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines.

5.7. Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

5.8. All maintenance requests, within a single priority, for eligible services and equipment shall be combined into a single application, including the breakdown of line-item costs.

5.9. All grant applications shall be accompanied by at least one complete quote for equipment or services.

5.9.1. Grant applications totaling $35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs, including equipment, service tasks, and deliverables. Any county, group of counties, or region that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:

a) When purchasing from a DMS State Term Contract or DMS authorized Alternate Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.

b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.

c) Services or commodities provided by governmental entities do not require more than one quote.

d) The county, group of counties, or region can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the applicable county's purchasing department(s) that the project is a single source procurement based on Section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.

5.10. Applicants requesting items from different funding priorities should complete a separate Budget Report (Rule 60FF1-5.0035(1), F.A.C) for each priority. See Addendum I -Funding Priorities for the 911 Grant Programs for a listing of funding priorities. Items from the same funding priorities should be combined in the same Budget Report and shall comply with General Conditions items 5.9 and 5.10.

5.11. An individual county application must include:

5.11.1. A detailed description of line item and cost. This would include the item, model, or version. Additional requests may be made for more clarification as needed.
5.11.2. If possible, software service/maintenance dates.
5.11.3. Budget Report
5.11.4. Most current 6A. (Rule 60FF1-5.006(2), F.A.C)
5.11.5. If applicable, detailed legacy 911 service information.

5.12. Should a region or two or more counties apply for a grant, the following additional information needs to be provided:

5.12.1. A summary of the costs for entire region or two or more counties detailing the following:

- **a)** Total amount of funds being requested.
- **b)** The scope of work (SOW) that clearly establishes the tasks and deliverables being performed for successful completion of the project. All deliverables must be directly related to the SOW.
- **c)** Quote(s) must include quantifiable and measurable deliverables with detailed descriptions of each line item. Services dates must be included as well, if applicable.
- **d)** Single source documentation if applicable.
- **e)** Any letters required from the county purchasing department.
- **f)** All individual county application(s).

5.13. A memorandum of understanding (MOU) or an inter-local agreement from all counties involved must be completed within 3 months of E911 Board award. The MOU shall contain the financial procurement processes, the disbursement process, and all termination language.

5.14. Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.

5.15. Funding application requests must include a scope of work that establishes the tasks and deliverables to be performed. The applications shall include all tasks that are required for the successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county, group of counties, or region before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.16. Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county, group of counties or region grant application request or grant award be less than the projected cost of the equipment or service, the county, group of counties or region should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

5.17. The county shall provide information on the county's preceding year E911 fee revenue amount and the preceding year's carryforward amount.

5.18. A State grant award may be limited by the carry forward balance in compliance with sub-paragraph 365.172(6)(a) 3.c., Florida Statutes.

5.19. Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county, group of counties, or region. Include detailed justification and explanation for any 911 system with an expected remaining life of less than one year.

5.20. Funding requests contingent upon "beta testing" or products and services not in general production and installation will not be funded.

6. Guidelines for 911 Grant Expenses

6.1. The following expenses will not be funded through grant award:

6.1.1. Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
6.1.2. Wireline database costs
6.1.3. Vehicle expenses

6.2. Funding limitations are specified on the following items:

6.2.1. Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded for more than the first-year implementation period.

6.2.2. Service contracts for Next Generation 911 Regional Routing Projects may be approved for up to 5 years on a case by case basis.

6.2.3. GIS data support services to maintain NENA's 98% synchronization standard will be limited to one year of service unless combined with a Next Generation 911 Regional Routing Project.

6.2.4. Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county, either one primary or one secondary PSAP. Counties with only one PSAP with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.

6.2.5. Except for NGCS, selective router equipment costs are limited to the primary PSAP system and are limited to one per county.

6.2.6. Training cost funding is limited to new system & equipment training.

6.2.7. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

6.2.8. Reimbursement requests for services that extend beyond a year will be reimbursed on an annual basis. Reimbursement will not be provided prior to services being rendered.

6.2.9. A federally funded project must comply with reimbursement in accordance with the federal project timetable.

7. Approval and Award

7.1. The E911 Board will review each application for compliance with the requirements of terms and conditions.

7.2. Award agreements shall be signed by the Board of County Commissioner Chair or the County Manager.

7.3. Grant awards will be withheld for any county, group of counties, or region that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards may also be withheld if the county, group of counties, or region is not in compliance with Board reporting requirements.

7.4. Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Grant Programs.

7.5. The E911 Board will adjust the amount awarded to a county, group of counties, or region based upon the availability of funds, the reasonableness of the cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in section 365.173(2)(h)1.,2., and 3., Florida Statutes, E911 State Plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County, group of counties or region, and State alternatives. All stepped pricing should be thoroughly explained, including the corresponding benefits for the county, group of counties or region, and the E911 Board.

7.6. Additional documentation must be signed by the local Board of County Commissioner Chair or County Manager. Resulting in third party contracts and sub-contracts, please see DMS agreement.

7.7. A signed vendor contract with the county, group of counties, or region contract must be provided.

8. Financial and Administrative Requirements

8.1. Grant funds are provided on a cost-reimbursement basis.

8.2. Each grantee may submit reimbursement claims to the E911 Board as needed; however, each county is limited to only a single claim request per grant, per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Form (Rule 60FF1-5.0035(4), F.A.C). Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.

8.3. Upon written request and with documentation justifying the need, a progress disbursement may be considered with a completed Financial Reimbursement of Expenditures Form, signed vendor contract, itemized purchase order and vendor itemized invoice. All items must comply with the Florida Department of Financial Services (DFS) Reference Guide for State Expenditures. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment.

8.4. Reimbursement claims shall include only expenditures related to the specific grant and include copies of signed contracts, purchase orders, itemized invoices, and proof of successful payment to the vendor. The reimbursement request must match the scope of work and budget proposed in the grant applications to include the quote provided with the application. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.

8.5. To assure prompt processing, complete reimbursement claims should be e-mailed to: E911BoardElectronicGrantReports@dms.fl.gov

8.6. Grant funds can only be used between the beginning and end dates of the grant term unless the E911 Board authorizes an extension.

8.7. It is the county, group of counties, or region's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost over $5,000 and the grant is federal, funded a county, group of counties, or region must maintain an inventory of 5 years. This applies to state grants unless the item becomes obsolete.

8.8. If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro-rata basis.

8.9. The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete (On average five years).

8.10. If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

- Withhold grant payments pending grantee correction of the deficiency.
- Disapprove all or part of the cost of the activity or action not in compliance.
- Suspend or terminate the current award for the grantee's project.
- Suspend or deny future grant awards.

8.11. The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.

8.12. Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.

8.13. 911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.

9. Grant Reporting Procedures

9.1. Grantees will be required to submit:

9.1.1. Quarterly Status Report. (Rule 60FF1-5.0035(2), F.A.C)

9.1.2. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.3. The Quarterly Status Report shall inform the E911 Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9.1.4. Federal documentation as requested.

9.2. Final Reporting Documentation includes:

9.2.1. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in grant reporting item 9.1.

9.2.2. Final documentation, including copies of all expenditures and corresponding invoices, shall be submitted within 90 days of the final report. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date.

9.2.3. Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county, group of counties, or region shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

9.2.4. The counties must provide DMS a copy of the Comprehensive Annual Financial Report (CAFR), consistent with section 218.32 Florida Statutes, no later than August 1 following the completion of the county.

9.3. All reports and associated information, federally required documentation, and final reporting documents should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

10. Change Requests

10.1. Change requests shall be submitted prior to deviation from any awarded grant application. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the Change Request form.

10.2. Prior to a county, group of counties, or region signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on Change Request (Rule 60FF1-5.0035(3), F.A.C) and include an itemized quote and a copy of the new contract to be approved by the E911 Board.

10.3. Time extension requests will not be granted unless the county, group of counties or region has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule.

10.4. Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board for a total of three years.

10.5. Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting.

10.6. The Change Request form and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.

Application

County, group of counties or region	Highlands

Total Amount Requested: $682,648.31

Project Title: New CPE and mapping

1. Board of County, group of counties or region Commissioners Chair: Kathy Rapp

Mailing Address: 600 S Commerce Ave

City: Sebring

State: Fl Zip: 33870 -

Phone: (863) 402-6500 Fax: (863) 402-6835

Email Address: krapp@highlandsfl.gov

2. County, group of counties or region 911 Coordinator: Shane Smith

Mailing Address: 400 S Eucalyptus St

City: Sebring

State: Fl Zip: 33870 -

Phone: (863) 402-7375 Fax: (863) 402-7246

Email Address: smsmith@highlandssheriff.org

3. Federal Tax ID Number: HCSO 59-6000653 HCBCC 59-60000655

4. County, group of counties or region fact information

Number of PSAP’s	2 (1 Primary and 1 Backup)
Number of Call-taking Positions per PSAP	9 Primary 6 Back up
PSAP(s) in which grant funding will apply.	All

a. Financial Information

i. What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?

$284,569

ii. What are the current annual costs for maintenance of items included in 1?

$69,947

iii. Total amount of E911 fee revenue received in the preceding year.

$419,578

iv. Total amount of county, group of counties or region carry-forward funding retained in the preceding year.

$0

v. Current total amount of county, group of counties or region carry forward funding?

$0

vi. Two-year maximum calculated amount for applied carry forward funding.

$0

vii. Minimum calculated amount for applied carry forward funding (Calculation (Subtract the amount in 5 from the amount in 6).

$0

viii. Insert in Budget Report as “carry forward funds applied’.

5. **Describe your county, group of counties or region's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed. Please include the PSAP(s) that the grant will be implemented at to include the type of PSAP(s), primary system, and number of position seats.**

Highlands County Sheriff Office is a consolidated dispatch center. We dispatch all Law Enforcement, Fire, and EMS for the County.

We currently have a legacy 911 system, installed in 2016, that is a geo-diverse Intrado/Viper system connected with Okeechobee County's 911 system via a fiber line. This allows us to provide a backup center for Okeechobee's County Sheriff Office. We currently running map flex for our mapping services.

6. **Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.**

This project will completely replace the current Viper CPE with mapflex mapping which was installed in 2016. We will be replacing the system with a Motorola Vesta System with command central mapping.

The 911 coordinator will monitor the project task including each deliverable to ensure the task performed by the vendor including the following:

- Installation of the equipment hardware and software consisting of the components detailed in the quote.
- Comprehensive communication/network interface testing, cutover coordination testing and startup of the CPE, Mapping, recording and system functions
- Training

The county 911 coordinator will monitor and review the project with the vendor continually through the project schedule to assure the level of service is provided and the system is being installed and maintained in operable working conditions.

7. **Justification of the need for the proposed project. Provide detailed information on the existing system's/component's which needs replacement. Document the condition with details to justify any system with an expected lifespan of less than 1 year. Each component on the system, (memory, hardware (size of drives) updates of software and/or replacement versions needed, standalone equipment and additional upgrades include UPS in the requests.**

Our current system was installed in 2016.

We are starting to have failures at the position. I currently have one position down and am waiting on parts to be shipped from the manufacture. Monitors are starting to fail. The maps are running slower than in the past.

We are also looking to start making the move to NG911. The equipment needs to be upgrade to start making the move to NG911 and be able to support the NENA i3 structure.

We also want to continue to provide Okeechobee County with a backup site. They will be moving to Motorola also. We will be able to provide them a backup solution without having to have a fiber line between the two agencies, which is how it is currently connected.

Our current system does not have any cyber security monitoring in place. We receive a virus definition disc once every 3 months. The new system will have cyber security monitoring in place.

8. **Describe why your county, group of counties or region will not be able to complete this project without this grant funding.**

The current 911 revenue received by the county does not cover all of the eligible 911 cost. The county supplements the rest of the funds from the county general fund. Highlands is a fiscally constrained County. According to US Census data QuickFacts, median household income in Highlands County of $40,942 is just 74% of the Florida average in 2019. Census data reports that the poverty rate in Highlands County is 15.8%, almost 25% higher than Florida's 12.7%. The bulk of funding for the Highlands County Sheriff's Office is derived from local property taxes, and the median property value for owner-occupied units in the County is $108.1 thousand, compared to $215.3 thousand in Florida. This drastic difference causes a severe strain on the ability of the County Commissioners to provide the necessary financial resources for the Highlands County Sheriff's Office. Highlands County as a Rural Area of Opportunity" which is defined as a community struggling to generate sufficient revenues necessary to provide critical government services, including public safety. Highlands County is economically distressed as evidenced by a number of independent measures.

9. **Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.**

The completed projected is estimated at 6 months. Once contracts have been signed the project can start. Attached is a timeline that shows all the steps that need to be completed.

<u>Milestone</u>
Ordering of equipment
Prepping the site
Vesta Configuration
CommandCentral services build
Training for all users
Go live
Any issues resolved
Analytics Training
SMS Implementation
Completion

10. **If applicable, sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.**

11. **If applicable, please include your previous service dates for any maintenance or support services.**

    2015 – 02/15/2018 – Centurylink

    02/15/2018 – 09/30/2020 – Venture Technologies/Converge One

    10/01/2020 till current - Lumen

12. Please submit the Budget Report

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county, group of counties or region certifies that all applicable county, group of counties or region procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

____ ________________

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS DATE
OR COUNTY MANGER

____

Printed Name

____

Position

Regional Signatures if Applicable (add additional lines if needed)

Appendix I: Authorized Expenditures of E911 Fee, Chapter 365.172, F.S.

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (10) (shown below).

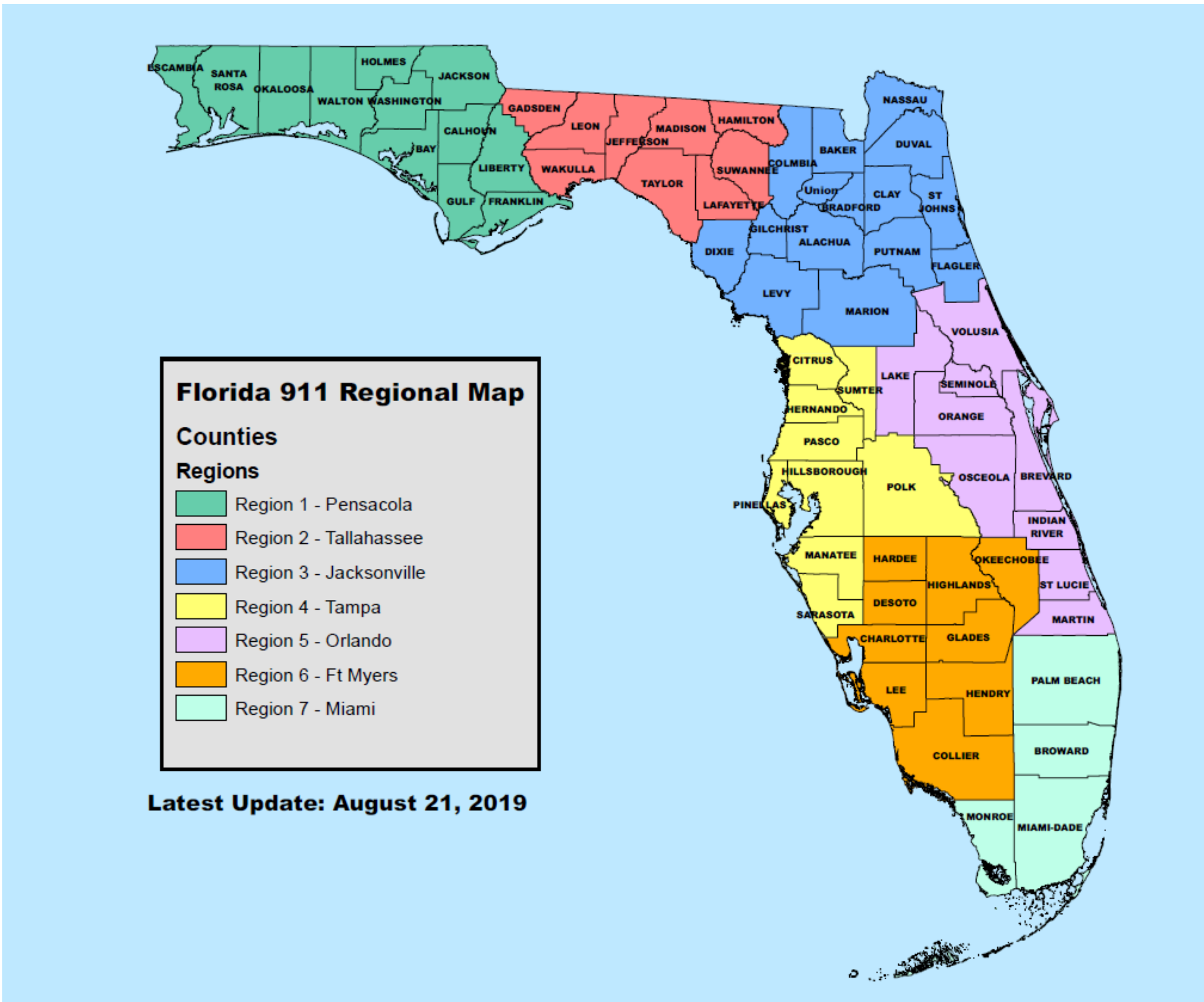
Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county, group of counties or region to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix II: Florida 911 Regional Map



Addendum I: Funding Priorities

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Grant Programs will be made on a PRIORITY basis. Federal funding will be applied in accordance with federal grant guidelines. Regional 911 system project requests related to systems and equipment will be considered the highest priority within each priority category. If you do not see your specific 911 project listed, you may still apply, as the E911 Board does have some discretion depending on the funding source, availability of funds, and spending authority.

1.0 Prepaid and Wireless Funding Priorities

PRIORITY 1: Primary and Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than one year.

PRIORITY 2: Development and maintenance of 911 routing statewide, geographic, and management information systems.

- **A)** Statewide routing system
- **B)** Regional, as an incremental step towards statewide routing

PRIORITY 3: Information System

- **A)** GIS Data support-assisting counties in meeting the 98% NENA GIS Data minimum standards
- **B)** GIS Maintenance Tools
- **C)** Management Information System

PRIORITY 4: Develop and maintain next generation 911 services and equipment.

- **A)** Next Generation 911 Equipment and Emergency Services IP based network
- **B)** Next Generation Core Services

PRIORITY 5: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This may include the following, listed in order of funding priority:

- **A)** Map System Equipment - map generation hardware and software licensing are limited to components for two stations.
- **B)** GIS Centerline point generation and map accuracy systems.
- **C)** Synchronization of GIS, ALI, and MSAG database meets the minimum standard 98 % for Geospatial call routing-per NENA i3 standard.

PRIORITY 6: Systems that require new or replacement of critical or necessary hardware or software. This may include the following back-up PSAPs system equipment, listed in order of funding priority A-H:

A) Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display, and call answering.
B) Map Display Equipment
C) Logging Equipment
D) Lightning Protection Equipment
E) Uninterruptible Power Supply system and or Generator Equipment
F) County, group of counties or region Standalone ALI Database Equipment
G) 911 Call Taker Position Equipment
H) Net clock

PRIORITY 7: GIS sub-addressing projects

PRIORITY 8: Aerial Photography / Imaging

I) Overhead (Nadir) images

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 Call taker workstation console/furniture (the portion related to 911 Telecommunicator Workstation Console/Furniture)

2.0 Federally Funded Awards

2.1 Eligible costs will be consistent with cost principles identified in 2 CFR Part 200, including Subpart E of regulations. In addition, costs must be reasonable, necessary, allocable, and allowable for the proposed project, and conform to generally accepted.

Eligible Costs:
A) Contractual costs associated with carrying out programmatic activities of the 911 grant, including for the provision of NG-911 services for consulting services. Recipients are responsible for monitoring the activities and expenditures of vendors and are responsible for ensuring that all solicitation documents reflect activities within the scope of the 911 Grant Program.
B) Costs to purchase hardware, software, and hosted services.
C) Costs to purchase hardware, software, and hosted services associated with enabling NG-911 calls to be received, processed, and dispatched. Recipients must specify that the purchase of hardware, software, and

services comply with current NG-911 standards, as listed in the Department of Homeland Security's SAFECOM guidance. Each individual product, however, need not meet every listed standard**.**

D) Training costs directly related to NG-911- implementation for public safety personnel. The "Recommended Minimum Training Guidelines" for Telecommunicators must serve as a base level for the training provided. Recipients must submit documentation describing the training being provided, which identifies the included elements from the Minimum Training Guidelines.

E) Operational Costs to operate the NG-911 system as a dual system to the current legacy 911 system until the legacy E911 or 911 system is shut down and the system is fully operational using only NG-911 technology.

2.2 **Ineligible Costs**

A) Ineligible costs include those costs that are unallowable under the Cost Principles of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please note that costs ineligible for 911 Grant Program support may not be included as matching funds.

911 Grant Programs

1. Purpose

Each county, group of counties or region applying for E911State Grant, to be further known as 911 State Grant, to assist counties with the replacement or upgrade of 911 Systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG-911) systems and services.

The State 911 Grant Programs distributes funds collected pursuant to section 365.172-173, Florida Statutes. Federal Grant funding uses the 911 Grant Programs for approval and disbursement of federal funds to assist counties in implementing and improving NG-911 system and services.

2. Eligibility

Any county, group of counties, or region in the State of Florida is eligible to apply for these grant programs. Only a region, as defined below, may qualify for a grant award for a 5-year Regional Next Generation 911 Routing Project.

3. Definitions

3.1. **Enhanced 911 (E911):** An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and also directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location-identification features.

3.2. **NG-911 Equipment:** Hardware equipment and peripherals needed to implement and maintain NG-911 services.

3.3. **E911 System:** The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping, and call answering communications equipment.

3.4. **Alternate Contract Source (ACS) –** A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases. Provided that the county’s purchase is not over expansive in size and scope.

3.5. **Grantee/Subrecipient:** The county, group of counties, or region awarded a grant.

3.6. **Grantor:** The Florida E911 Board.

3.7. **Government Accounting Standards Board (GASB):** The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

3.8. **Hosted Services:** Hosted Services are technology services using the vendor's servers for a fee.

3.9. **Maintenance Contract:** A business agreement between a contractor and customer covering the maintenance of equipment over a specified period.

3.10. **Next Generation 911 (NG-911):** The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service. NG-911 also directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the call/signal originated, or as otherwise provided in the State E911 Plan and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.

3.11. **Next Generation 911 Core Services (NGCS):** The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services, and typical IP services such as Doman Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG-911 Core Services encompass the services but does not include the network on which they operate.

3.12. **Next Generation 911 Routing Project:** A Next Generation service that incorporates multiple counties.

3.13. **Public Safety Answering Point (PSAP):** The public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 plan.

3.14. **Region:** Refers to the counties grouped by the Florida 911 Regional Map. All systems within a region must be interoperable.

3.15. **Service Contract:** A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services.

3.16. **Warranty contract:** A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4. 911 Grant Programs Calendar

The E911 Board will accept applications as noticed in the Florida Administrative Register.

Action	
Eligible entity submits application	Submission date(s) as published in the Florida Administrative Register
E911 Board Members evaluate applications	Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting	Within three months of the submission date
E911 Board sends notification letter of awards approved for funding to the counties.	Within four months of the submission date

Performance Period	
County, group of counties or regional implementation/ installation period	Two years from receipt of award notification
Next Generation 911 Regional Routing Project	Maximum of five years
Next Generation Projects	Maximum implementation Period of five years however may be shorter time dependent upon board approval.
Service and Data Maintenance Projects outside of a NG-911 Regional Routing Project	An annual grant may be funded.
Initial Database synchronization (such as ALI, MSAG, and Centerline)	Two years from receipt of award notification

Database maintenance (such as ALI, MSAG, Centerline….)	Approved only with Regional Routing Project

5. General Conditions

Applications must be delivered to the following address:

State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950

Or electronically to E911BoardElectronicGrantReports@dms.fl.gov
Electronic receipt of the grant application and all attachments is preferred.

5.1. The applicant shall provide Application Form items 1 through 14 and the applicable procurement documents. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of an E911 Grant Programs published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.

5.2. Pursuant to sections 365.172(6), 365.172(10), 365.173(2) Florida Statutes, grant funds must only be used for the following items/services: to upgrade or replace 911 systems; to develop and maintain statewide or regional 911 routing; geographic information and management information systems (GIS and MIS); to develop and maintain Next-Generation 911 (NG-911) services and equipment; and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty costs shall be calculated to account for only the first-year warranty.

5.3. To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.

5.4. GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.

5.5. Although a Next Generation 911 Regional Routing Project may be awarded for up to five years, the cost shall be accounted for on a yearly basis. The application must also include a detailed breakdown of costs by year one through year five and if applicable a monthly breakdown. This would include an expected reimbursement schedule.

5.6. All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines.

5.7. Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

5.8. All maintenance requests, within a single priority, for eligible services and equipment shall be combined into a single application, including the breakdown of line-item costs.

5.9. All grant applications shall be accompanied by at least one complete quote for equipment or services.

5.9.1. Grant applications totaling $35,000.00 or more must be accompanied by at least three written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs, including equipment, service tasks, and deliverables. Any county, group of counties, or region that has made a good faith effort to obtain at least three quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses. Subject to the following exceptions:

a) When purchasing from a DMS State Term Contract or DMS authorized Alternate Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.

b) When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.

c) Services or commodities provided by governmental entities do not require more than one quote.

d) The county, group of counties, or region can initiate a request for approval to procure from a single source vendor. These will be considered on a case-by-case basis. Justification for single source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single source procurement will be considered if provided in accordance with Chapter 287 Florida Statutes. A letter from the applicable county's purchasing department(s) that the project is a single source procurement based on Section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.

5.10. Applicants requesting items from different funding priorities should complete a separate Budget Report (Rule 60FF1-5.0035(1), F.A.C) for each priority. See Addendum I -Funding Priorities for the 911 Grant Programs for a listing of funding priorities. Items from the same funding priorities should be combined in the same Budget Report and shall comply with General Conditions items 5.9 and 5.10.

5.11. An individual county application must include:

5.11.1. A detailed description of line item and cost. This would include the item, model, or version. Additional requests may be made for more clarification as needed.
5.11.2. If possible, software service/maintenance dates.
5.11.3. Budget Report
5.11.4. Most current 6A. (Rule 60FF1-5.006(2), F.A.C)
5.11.5. If applicable, detailed legacy 911 service information.

5.12. Should a region or two or more counties apply for a grant, the following additional information needs to be provided:

5.12.1. A summary of the costs for entire region or two or more counties detailing the following:

a) Total amount of funds being requested.
b) The scope of work (SOW) that clearly establishes the tasks and deliverables being performed for successful completion of the project. All deliverables must be directly related to the SOW.
c) Quote(s) must include quantifiable and measurable deliverables with detailed descriptions of each line item. Services dates must be included as well, if applicable.
d) Single source documentation if applicable.
e) Any letters required from the county purchasing department.
f) All individual county application(s).

5.13. A memorandum of understanding (MOU) or an inter-local agreement from all counties involved must be completed within 3 months of E911 Board award. The MOU shall contain the financial procurement processes, the disbursement process, and all termination language.

5.14. Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.

5.15. Funding application requests must include a scope of work that establishes the tasks and deliverables to be performed. The applications shall include all tasks that are required for the successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county, group of counties, or region before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.16. Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county, group of counties or region grant application request or grant award be less than the projected cost of the equipment or service, the county, group of counties or region should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

5.17. The county shall provide information on the county's preceding year E911 fee revenue amount and the preceding year's carryforward amount.

5.18. A State grant award may be limited by the carry forward balance in compliance with sub-paragraph 365.172(6)(a) 3.c., Florida Statutes.

5.19. Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county, group of counties, or region. Include detailed justification and explanation for any 911 system with an expected remaining life of less than one year.

5.20. Funding requests contingent upon "beta testing" or products and services not in general production and installation will not be funded.

6. Guidelines for 911 Grant Expenses

6.1. The following expenses will not be funded through grant award:

6.1.1. Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel.
6.1.2. Wireline database costs
6.1.3. Vehicle expenses

6.2. Funding limitations are specified on the following items:

6.2.1. Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded for more than the first-year implementation period.

6.2.2. Service contracts for Next Generation 911 Regional Routing Projects may be approved for up to 5 years on a case by case basis.

6.2.3. GIS data support services to maintain NENA's 98% synchronization standard will be limited to one year of service unless combined with a Next Generation 911 Regional Routing Project.

6.2.4. Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county, either one primary or one secondary PSAP. Counties with only one PSAP with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.

6.2.5. Except for NGCS, selective router equipment costs are limited to the primary PSAP system and are limited to one per county.

6.2.6. Training cost funding is limited to new system & equipment training.

6.2.7. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

6.2.8. Reimbursement requests for services that extend beyond a year will be reimbursed on an annual basis. Reimbursement will not be provided prior to services being rendered.

6.2.9. A federally funded project must comply with reimbursement in accordance with the federal project timetable.

7. Approval and Award

7.1. The E911 Board will review each application for compliance with the requirements of terms and conditions.

7.2. Award agreements shall be signed by the Board of County Commissioner Chair or the County Manager.

7.3. Grant awards will be withheld for any county, group of counties, or region that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards may also be withheld if the county, group of counties, or region is not in compliance with Board reporting requirements.

7.4. Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Grant Programs.

7.5. The E911 Board will adjust the amount awarded to a county, group of counties, or region based upon the availability of funds, the reasonableness of the cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in section 365.173(2)(h)1.,2., and 3., Florida Statutes, E911 State Plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County, group of counties or region, and State alternatives. All stepped pricing should be thoroughly explained, including the corresponding benefits for the county, group of counties or region, and the E911 Board.

7.6. Additional documentation must be signed by the local Board of County Commissioner Chair or County Manager. Resulting in third party contracts and sub-contracts, please see DMS agreement.

7.7. A signed vendor contract with the county, group of counties, or region contract must be provided.

8. Financial and Administrative Requirements

8.1. Grant funds are provided on a cost-reimbursement basis.

8.2. Each grantee may submit reimbursement claims to the E911 Board as needed; however, each county is limited to only a single claim request per grant, per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Form (Rule 60FF1-5.0035(4), F.A.C). Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.

8.3. Upon written request and with documentation justifying the need, a progress disbursement may be considered with a completed Financial Reimbursement of Expenditures Form, signed vendor contract, itemized purchase order and vendor itemized invoice. All items must comply with the Florida Department of Financial Services (DFS) Reference Guide for State Expenditures. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment.

8.4. Reimbursement claims shall include only expenditures related to the specific grant and include copies of signed contracts, purchase orders, itemized invoices, and proof of successful payment to the vendor. The reimbursement request must match the scope of work and budget proposed in the grant applications to include the quote provided with the application. Grants that include cost defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.

8.5. To assure prompt processing, complete reimbursement claims should be e-mailed to: E911BoardElectronicGrantReports@dms.fl.gov

8.6. Grant funds can only be used between the beginning and end dates of the grant term unless the E911 Board authorizes an extension.

8.7. It is the county, group of counties, or region's responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment cost over $5,000 and the grant is federal, funded a county, group of counties, or region must maintain an inventory of 5 years. This applies to state grants unless the item becomes obsolete.

8.8. If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro-rata basis.

8.9. The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete (On average five years).

8.10. If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

- Withhold grant payments pending grantee correction of the deficiency.
- Disapprove all or part of the cost of the activity or action not in compliance.
- Suspend or terminate the current award for the grantee's project.
- Suspend or deny future grant awards.

8.11. The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.

8.12. Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.

8.13. 911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.

9. Grant Reporting Procedures

9.1. Grantees will be required to submit:

9.1.1. Quarterly Status Report. (Rule 60FF1-5.0035(2), F.A.C)

9.1.2. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.3. The Quarterly Status Report shall inform the E911 Board of significant impacts on grant-supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9.1.4. Federal documentation as requested.

9.2. Final Reporting Documentation includes:

9.2.1. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, shall be submitted based on the same reporting requirements described in grant reporting item 9.1.

9.2.2. Final documentation, including copies of all expenditures and corresponding invoices, shall be submitted within 90 days of the final report. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date.

9.2.3. Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county, group of counties, or region shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

9.2.4. The counties must provide DMS a copy of the Comprehensive Annual Financial Report (CAFR), consistent with section 218.32 Florida Statutes, no later than August 1 following the completion of the county.

9.3. All reports and associated information, federally required documentation, and final reporting documents should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

10. Change Requests

10.1. Change requests shall be submitted prior to deviation from any awarded grant application. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the Change Request form.

10.2. Prior to a county, group of counties, or region signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on Change Request (Rule 60FF1-5.0035(3), F.A.C) and include an itemized quote and a copy of the new contract to be approved by the E911 Board.

10.3. Time extension requests will not be granted unless the county, group of counties or region has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule.

10.4. Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board for a total of three years.

10.5. Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting.

10.6. The Change Request form and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.

Application

County, group of counties or region	Highlands
Total Amount Requested:	$129,924.95
Project Title:	GIS - Indoor Mapping & Sub-Addressing

1. Board of County, group of counties or region Commissioners Chair: Kathy Rapp

Mailing Address:	600 S Commerce Ave		
City:	Sebring		
State:	Florida	Zip:	33870 -
Phone:	(863) 402-6500	Fax:	(863) 402-6835
Email Address:	krapp@highlandsfl.gov		

2. County, group of counties or region 911 Coordinator: Shane Smith

Mailing Address:	400 S Eucalyptus St		
City:	Sebring		
State:	Florida	Zip:	33870 -
Phone:	(863) 402-7375	Fax:	863-402-7246
Email Address:	smsmith@highlandssheriff.org		

3. Federal Tax ID Number: HCSO 59-6000653, HCBCC 59-6000655

4. County, group of counties or region fact information

Number of PSAP's	2 (1 Primary and 1 Backup)
Number of Call-taking Positions per PSAP	9 -Primary 6 -Backup
PSAP(s) in which grant funding will apply.	ALL

a. Financial Information

i. What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?

$230,000

ii. What are the current annual costs for maintenance of items included in 1?

$69,950

iii. Total amount of E911 fee revenue received in the preceding year.

$419,578

iv. Total amount of county, group of counties or region carry-forward funding retained in the preceding year.

$0

v. Current total amount of county, group of counties or region carry forward funding?

$0

vi. Two-year maximum calculated amount for applied carry forward funding.

$0

vii. Minimum calculated amount for applied carry forward funding (Calculation (Subtract the amount in 5 from the amount in 6).

$0

viii. Insert in Budget Report as “carry forward funds applied’.

5. **Describe your county, group of counties or region's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed. Please include the PSAP(s) that the grant will be implemented at to include the type of PSAP(s), primary system, and number of position seats.**

Highlands County Sheriff Office is a consolidated dispatch center. We dispatch all Law Enforcement, Fire, and EMS for the County.

We currently have a legacy 911 system that is a geo-diverse Intrado/Viper system connected with Okeechobee County's 911 system. This allows us to provide a backup center for Okeechobee's County Sheriff Office. We currently running map flex for our mapping services.

6. **Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.**

The scope of this project is to produce two dimensional interior floor plans, which will then be georeferenced and appropriate attributes added (based on NENA Next Generation 9-1-1 Data Model and CLXDF standards) in the form of a data package which will subsequently be loaded into the County 9-1-1 Map as well as to supplemental LIS databases as necessary to provide reverse geocoded, wireless 911 caller location (example: RapidSOS, Centegix(school panic button software). The project is to deliver Collaborative Response Graphics encompassing maps for 19 school campuses, 6 municipal buildings, 13 Highlands County BCC properties,4 hospitals,2 college campus with labeling for 5,000 – 10,000 additional features (locations of AED, Stop the Bleed kits, Camera Locations, knox boxes, ETC)

7. **Justification of the need for the proposed project. Provide detailed information on the existing system's/component's which needs replacement. Document the condition with details to justify any system with an expected lifespan of less than 1 year. Each component on the system, (memory, hardware (size of drives) updates of software and/or replacement versions needed, standalone equipment and additional upgrades include UPS in the requests.**

This data is industry standard based (ESRI) and not proprietary as it relates to any existing PSAP GIS hardware or software. As wireless caller location begins to be more and more reliable (whether carrier provided or through supplemental location services), it is important to have the ability to accurately locate the caller inside structures (whether visually-pin on map, through reverse geo-coding-detail of interior building locations). This first phase is to create the processes and provide the data for critical public buildings.

This project includes no hardware or software.

8. **Describe why your county, group of counties or region will not be able to complete this project without this grant funding.**

The current 911 revenue received by the county does not cover all of the eligible 911 cost. The county supplements the rest of the funds from the county general fund. Highlands is a fiscally constrained County. According to US Census data QuickFacts, median household income in Highlands County of $40,942 is just 74% of the Florida average in 2019. Census data reports that the poverty rate in Highlands County is 15.8%, almost 25% higher than Florida's 12.7%. The bulk of funding for the Highlands County Sheriff's Office is derived from local property taxes, and the median property value for owner-occupied units in the County is $108.1 thousand, compared to $215.3 thousand in Florida. This drastic difference causes a severe strain on the ability of the County Commissioners to provide the necessary financial resources for the Highlands County Sheriff's Office. Highlands County as a Rural Area of Opportunity" which is defined as a community struggling to generate sufficient revenues necessary to provide critical government services, including public safety. Highlands County is economically distressed as evidenced by a number of independent measures.

9. **Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.**

Upon approval of grant funds and contract signing, Highlands County Sheriff Office 911 is prepared to immediately begin working with the vendor to set up site visits.

Phase 1 – Gather Floor plans and/or utilize scanners to map the interior building to generate an accurate 2-d floor plan.

Phase 2 – Create the initial Micro and Macro proofs

Phase 3 – Conduct an on-site walk-through with an initial CRG proof to creat an accurate map. Capture site-specific terms used for locations and identify and label unique features for each structure.

Phase 4 – Update proofs based on data collected during site visits and submit to the coordinator for feedback and then release of the final layers

The 911 GIS Technician will perform quality review of the GIS layers upon receipt. Highlands County Sheriff Office 911 will work with the vendor to get the layers put into the county 911 mapping systems. The expected completion date is within 6 months from the start of the project.

10. **If applicable, sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.**

See attached letter from the County

11. **If applicable, please include your previous service dates for any maintenance or support services.**

12. **Please submit the Budget Report**

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county, group of counties or region certifies that all applicable county, group of counties or region procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

____ ________________
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS DATE
OR COUNTY MANGER

____
Printed Name

____
Position

Regional Signatures if Applicable (add additional lines if needed)

Appendix I: Authorized Expenditures of E911 Fee, Chapter 365.172, F.S.

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (10) (shown below).

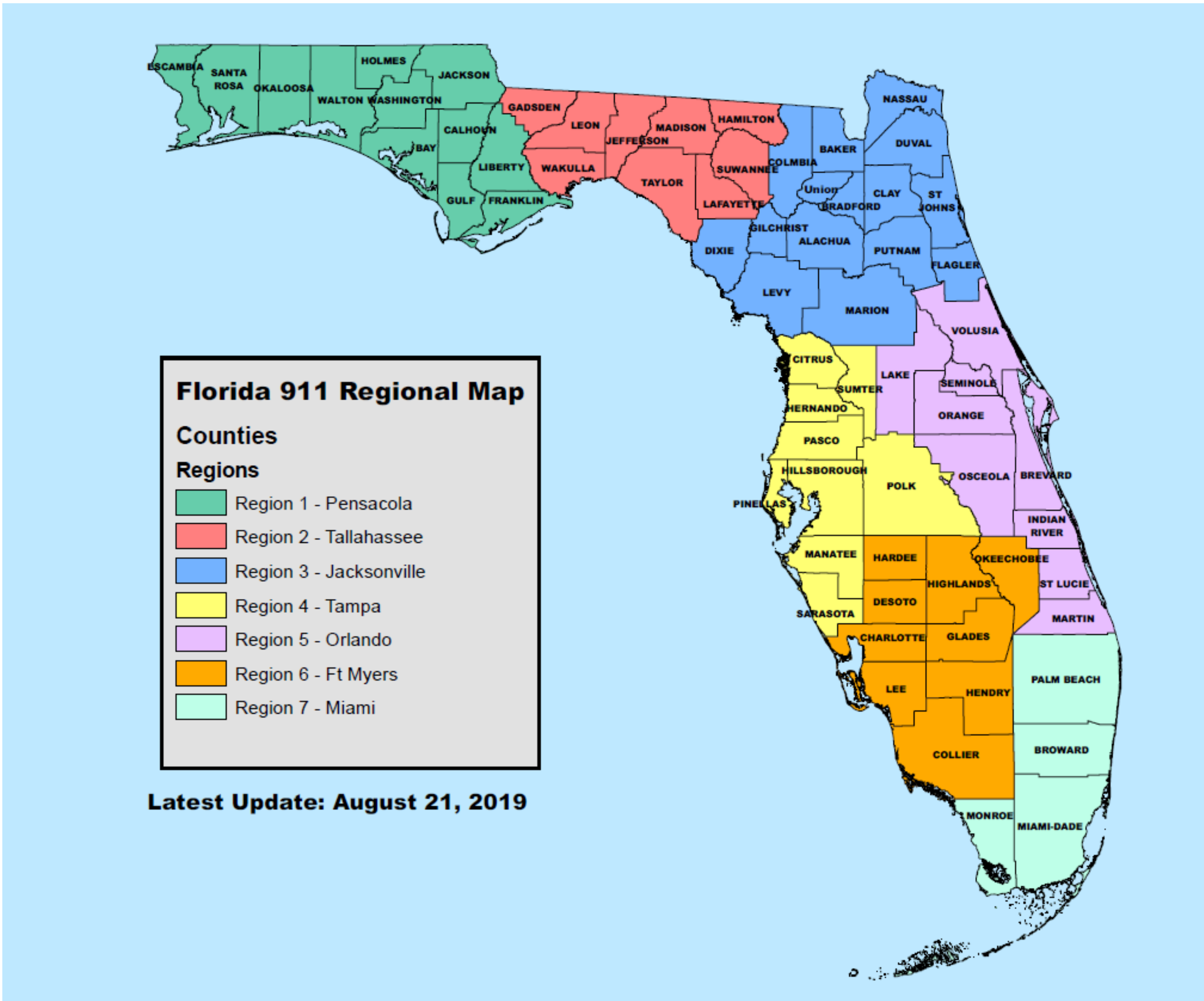
Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county, group of counties or region to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Appendix II: Florida 911 Regional Map



Addendum I: Funding Priorities

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Grant Programs will be made on a PRIORITY basis. Federal funding will be applied in accordance with federal grant guidelines. Regional 911 system project requests related to systems and equipment will be considered the highest priority within each priority category. If you do not see your specific 911 project listed, you may still apply, as the E911 Board does have some discretion depending on the funding source, availability of funds, and spending authority.

1.0 Prepaid and Wireless Funding Priorities

PRIORITY 1: Primary and Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than one year.

PRIORITY 2: Development and maintenance of 911 routing statewide, geographic, and management information systems.

A) Statewide routing system
B) Regional, as an incremental step towards statewide routing

PRIORITY 3: Information System

A) GIS Data support-assisting counties in meeting the 98% NENA GIS Data minimum standards
B) GIS Maintenance Tools
C) Management Information System

PRIORITY 4: Develop and maintain next generation 911 services and equipment.

A) Next Generation 911 Equipment and Emergency Services IP based network
B) Next Generation Core Services

PRIORITY 5: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This may include the following, listed in order of funding priority:

A) Map System Equipment - map generation hardware and software licensing are limited to components for two stations.
B) GIS Centerline point generation and map accuracy systems.
C) Synchronization of GIS, ALI, and MSAG database meets the minimum standard 98 % for Geospatial call routing-per NENA i3 standard.

PRIORITY 6: Systems that require new or replacement of critical or necessary hardware or software. This may include the following back-up PSAPs system equipment, listed in order of funding priority A-H:

A) Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display, and call answering.
B) Map Display Equipment
C) Logging Equipment
D) Lightning Protection Equipment
E) Uninterruptible Power Supply system and or Generator Equipment
F) County, group of counties or region Standalone ALI Database Equipment
G) 911 Call Taker Position Equipment
H) Net clock

PRIORITY 7: GIS sub-addressing projects

PRIORITY 8: Aerial Photography / Imaging

I) Overhead (Nadir) images

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 Call taker workstation console/furniture (the portion related to 911 Telecommunicator Workstation Console/Furniture)

2.0 Federally Funded Awards

2.1 Eligible costs will be consistent with cost principles identified in 2 CFR Part 200, including Subpart E of regulations. In addition, costs must be reasonable, necessary, allocable, and allowable for the proposed project, and conform to generally accepted.

Eligible Costs:
A) Contractual costs associated with carrying out programmatic activities of the 911 grant, including for the provision of NG-911 services for consulting services. Recipients are responsible for monitoring the activities and expenditures of vendors and are responsible for ensuring that all solicitation documents reflect activities within the scope of the 911 Grant Program.
B) Costs to purchase hardware, software, and hosted services.
C) Costs to purchase hardware, software, and hosted services associated with enabling NG-911 calls to be received, processed, and dispatched. Recipients must specify that the purchase of hardware, software, and

services comply with current NG-911 standards, as listed in the Department of Homeland Security's SAFECOM guidance. Each individual product, however, need not meet every listed standard.

D) Training costs directly related to NG-911- implementation for public safety personnel. The "Recommended Minimum Training Guidelines" for Telecommunicators must serve as a base level for the training provided. Recipients must submit documentation describing the training being provided, which identifies the included elements from the Minimum Training Guidelines.

E) Operational Costs to operate the NG-911 system as a dual system to the current legacy 911 system until the legacy E911 or 911 system is shut down and the system is fully operational using only NG-911 technology.

2.2 **Ineligible Costs**

A) Ineligible costs include those costs that are unallowable under the Cost Principles of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please note that costs ineligible for 911 Grant Program support may not be included as matching funds.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Apr 5, 2022**

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-066 for 4th quarter FY 21 reemployment charges**

STATEMENT OF ISSUE

The Unemployment Compensation charges for the Board of County Commissioners for the 4th quarter of FY 20/21 are $1,722.39. The Cost Centers listed on the attached budget amendment have unemployment claims being charged against them that currently do not have funds available as Board departments do not budget for unemployment charges unless there were anticipated reductions to staff as part of the FY 20/21 Adopted Budget. Budget Amendment 21-22-066 will transfer funds from the Central Services (Insurance account) in the General Fund and the Regular Salaries & Wages account for the Solid Waste fund to the affected departments' Unemployment Compensation account to pay for the 4th quarter's unemployment claims for FY 20/21.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-066 for the 4th quarter unemployment claims for FY 20/21

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $1,650.00 from cost center 2111 (Central Services) to cost centers 2107 (Human Resources) and 3439 (Code Enforcement) in the amounts of $275.00 and $1,375.00, respectively. In addition, there is no fiscal impact to Fund 401 (Solid Waste) or the overall budget as this budget amendment is realigning $72.39 in cost center 4210 (Refuse Collection System) from account 51200 (Regular Salaries & Wages) to account 52500 (Unemployment Compensation).

Attachments: 21-22-066 Reemployment Tax - 4th Q 21 (BA).pdf

REVIEWED
O.M.B DEPARTMENT
March 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/24/2022** SUBMITTED BY: **OMB**

FUND(S): **005, 401** FUND TITLE(S): **General, Solid Waste** COST CENTER(S) #: **2111, 2107, 3439, 4210**

PROJECT(S) #: ______ PROJECT TITLE(S): ______ COST CENTER TITLE(S): **Central Svcs, Human Resources, Code Enforcement, Refuse Disposal System**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2111	54500	Insurance		901,624.00		1,650.00	899,974.00
E	005	2107	52500	Unemployment Compensation		0.00	275.00		275.00
E	005	3439	52500	Unemployment Compensation		0.00	1,375.00		1,375.00
									0.00
E	401	4210	51200	Regular Salaries & Wages		764,889.00		72.39	764,816.61
E	401	4210	52500	Unemployment Compensation		0.00	72.39		72.39
									0.00

REASON: **To adjust the budget for reemployment claims for the 4th Quarter of FY 20/21.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **21-22-066** **TRANSFER TYPE:**

______ Approval

______ Denial

ACTION:
Board ______ Approved ______ Denied
County Administrator ______ Approved ______ Denied

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

SIGNATURE: ______

DATE: ___/___/___

Signature: ______ Posted by Clerk: ______

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 5, 2022

PRESENTER:	**David Nitz, OMB Manager** **Angela Bollinger, SR Budget Analyst**
SUBJECT/TITLE:	**Request adoption of Resolution 21-22-96 for Budget Amendment 21-22-067 to reconfigure some ARPA project funds.**

STATEMENT OF ISSUE

This budget amendment will redistribute/reconfigure funds from Project 20056 - American Rescue Plan Act into smaller individual projects for tracking and reporting purposes; to create a Contingency holding account in Project 20056 for completed project unused balances until they can be reallocated out to other projects; and to set up an Admin Project Management project.

RECOMMENDED ACTION

Move to adopt resolution 21-22-96 for budget amendment 21-22-067.

FISCAL IMPACT

There is no fiscal impact as a result of this budget amendment.

Attachments: 21-22-067 ARPA Project Reconfig (BA).pdf
21-22-067R ARPA Project Reconfig (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
March 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/18/2022** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3996**

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

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3315100Z	American Rescue Plan Act	20056	1,308,063.00		80,679.29	1,227,383.71
E	005	3996	51200Z	Project Regular Salaries & Wages	20056	10,500.00		10,500.00	0.00
E	005	3996	53400Z	Project Contractual Services	20056	35,000.00		35,000.00	0.00
E	005	3996	54000Z	Project Travel & Per Diem	20056	500.00		500.00	0.00
E	005	3996	55100Z	Project Office Supplies	20056	3,000.00		3,000.00	0.00
E	005	3996	55200Z	Project Operating Supplies	20056	27,163.18		27,163.18	0.00
E	005	3996	55230Z	Project Attractive Prop-Inv	20056	5,000.00		5,000.00	0.00
E	005	3996	55402Z	Project Subscriptions	20056	2,000.00		2,000.00	0.00

REASON: **To remove the small projects from Project 20056 and assign them their own Project #'s for reporting purposes; to remove excess funds from project(s) that have come in under and put them into a reserve acct in Project 20056 until reallocated; and to set up an Admin Project Management project.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **21-22-067** **TRANSFER TYPE:**

________ Approval

________ Denial

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

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

SIGNATURE: ________

DATE: ___ / ___ / ___

Signature: ________ Posted by Clerk: ________

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-067

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3996	59010Z	Project Transfers Out	20056	2,521,122.82	1,330.18		2,522,453.00
E	005	3996	59905Z	Reserve for Contingency - Proj	20056	-	1,153.71		1,153.71
R	005		3315100Z	American Rescue Plan Act	20073	822,045.00		24,265.00	797,780.00
E	005	3996	56400Z	Project Equipment	20073	1,652,045.00		24,265.00	1,627,780.00
R	005		3315100Z	American Rescue Plan Act	20056	1,227,383.71	24,265.00		1,251,648.71
E	005	3996	59905Z	Reserve for Contingency - Proj	20056	1,153.71	24,265.00		25,418.71
R	005		3315100Z	American Rescue Plan Act	21068	-	42,500.00		42,500.00
E	005	3996	58301Z	Other - Individuals	21068	-	42,500.00		42,500.00
R	005		3315100Z	American Rescue Plan Act	21069	-	25,000.00		25,000.00
E	005	3996	58301Z	Other - Individuals	21069	-	25,000.00		25,000.00
R	005		3315100Z	American Rescue Plan Act	21070	-	6,500.00		6,500.00
E	005	3996	54000Z	Project Travel & Per Diem	21070	-	500.00		500.00
E	005	3996	55100Z	Project Office Supplies	21070	-	3,000.00		3,000.00
E	005	3996	55200Z	Project Operating Supplies	21070	-	3,000.00		3,000.00
R	005		3315100Z	American Rescue Plan Act	21071	-	3,516.11		3,516.11
E	005	3996	55200Z	Project Operating Supplies	21071	-	3,516.11		3,516.11
R	005		3315100Z	American Rescue Plan Act	21072	-	563.18		563.18
E	005	3996	55200Z	Project Operating Supplies	21072	-	563.18		563.18

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-067

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3315100Z	American Rescue Plan Act	21073	-	2,600.00		2,600.00
E	005	3996	55200Z	Project Operating Supplies	21073	-	2,600.00		2,600.00
E	005	3996	56200Z	Project Buildings	20084	62,648.00		62,648.00	-
E	005	3996	51200Z	Project Regular Salaries	20084	-	48,605.00		48,605.00
E	005	3996	52100Z	Project FICA Taxes	20084	-	3,718.00		3,718.00
E	005	3996	52200Z	Project Retirement Contributions	20084	-	5,260.00		5,260.00
E	005	3996	52300Z	Project Life & Health Insurance	20084	-	5,000.00		5,000.00
E	005	3996	52400Z	Project Workers' Compensation	20084	-	65.00		65.00
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-067

FUND(S)	FUND TITLE(S)
005	General

COST CTR(S)	COST CENTER TITLE(S)
3996	Emergency/Disaster Relief

FND	CST CTR	PROJ #	PROJECT TITLE
005	3996	20056	American Rescue Plan Act
005	3996	20073	Dispatch Console Upgrade
005	3996	21068	CAC Household Assistance
005	3996	21069	Healthy Fam Household Assistance
005	3996	21070	Veteran Svc Outrach
005	3996	21071	R&B Computer Equipment
005	3996	21072	Human Svcs Computer Equip
005	3996	21073	Touchless Water Bottle Refilling Station
005	3996	20084	Admin Proj Mgmt ARPA

Form Revised 08/05/2020

RESOLUTION NO. 21-22-96

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-067 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. <u>**Legislative Findings and Intent.**</u> Highlands County has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. <u>**Approval of Budget Amendment.**</u> Budget Amendment 21-22-067 is hereby approved and authorized to redistribute/reconfigure funds from Project 20056-American Rescue Plan Act into smaller individual projects for reporting purposes; creating a Contingency holding account in Project 20056 for completed project unused balances until they can be reallocated out to other projects, and to set up an Admin Project Management project for a zero net fiscal impact.

SECTION 3. <u>**Implementation of Administrative Actions.**</u> 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. <u>**Savings Clause.**</u> 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. **<u>Scrivener's Errors.</u>** 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. **<u>Conflicts.</u>** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **<u>Severability.</u>** 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. **<u>Effective Date.</u>** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5st day of April, 2022.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Kathleen G. Rapp, Chairperson

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:	**Lance Marine, Parks & Facilities Director** **Sarah Albritton, Capital Projects Manager**
SUBJECT/TITLE:	**Request approval of Budget Amendment 21-22-068 to set up funds for Government Center Generator and Maintenance Managing Software for Facilities.**

STATEMENT OF ISSUE

This budget amendment is necessary for replacements of the Government Center Generator and Maintenance Managing Software for Facilities.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-068 to set up funding for Government Center Generator and Maintenance Managing Software for Facilities.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or overall budget. This budget amendment is transferring $23,371 from cost center 2672 (Facilities) to project 21075 (55200Z), and $100.000 from project 21034 (Generator Replacement) to project 21074 (Government Center Generator Replacement).

Attachments: 21-22-068 Facilities Projs 21074_21075.pdf

REVIEWED
O.M.B DEPARTMENT
March 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/23/2022**

SUBMITTED BY: **Lance Marine**

FUND(S): **005 / 151**

FUND TITLE(S): **General / Infrastructure Surtax**

COST CENTER(S) #: **2672 / 2672A**

PROJECT(S) #: **21075 / 21034 / 21074**

PROJECT TITLE(S): **Maintenance Managing Software/ Generator Replacement/ Govt Ctr Generator Rplcmnt**

COST CENTER TITLE(S): **Facilities Management 005 / Facilities Management 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2672	55200	Operating Supplies		60,487.23		23,371.00	37,116.23
E	005	2672	55200Z	Project Operating Supplies	21075	0.00	23,371.00		23,371.00
E	151	2672A	56400Z	Project Equipment	21034	155,532.00		100,000.00	55,532.00
E	151	2672A	56400Z	Project Equipment	21074	0.00	100,000.00		100,000.00
									0.00
									0.00

REASON: **To put approved operating budget funding in the FY21/22 Budget in a project so the funds can be rolled for Maintenance Managing Software and to transfer funds from the Project 21034 - Generator Set-Aside into Project 21074 for the Govt Center Generator replacement.**

OFFICE USE ONLY

OMB RECOMMENDATION:

________ Approval

________ Denial

REQUEST # 21-22-068

ACTION:

Board ______ Approved ______ Denied

County Administrator ______ Approved ______ Denied

SIGNATURE: ________________

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: ________________

Posted by Clerk: ________________

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Brandon Gunn, Purchasing Agent**

SUBJECT/TITLE: **Request approval to move forward with the sale of 145 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements.**

STATEMENT OF ISSUE

The Board has approved the sale of various County owned properties. Staff initiated a sale of certain properties through the County's competitive bid process (ITB 22-014), in accordance with Florida Statutes 125.35.

The County received and opened bids on those properties on March 1st, 2022 and is recommending the sale of 145 properties as identified in the attached Notice of Intent to Award Sale.

In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted on March 14th, 2022. The buyers have provided a 10% deposit on the property they are purchasing. The sale will be completed within 90 days.

Total this sale $1,327,308.55

RECOMMENDED ACTION

Move to approved the sale of 145 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $1,327,308.55 to the General Fund from sale of the properties and the properties will be back on the Tax Roll.

Attachments: Notice of Intent-Revised 3.24.22.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

ITB 22-014 - SALE OF SURPLUS COUNTY PROPERTY

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-01-33-28-010-0000-6333	2954 W STRYKER RD, AVON PARK	$ 6,048.00	$ 7,778.00	Metric Measures LLC	Yes
C-01-33-28-010-0000-6362	3022 W GORDON RD, AVON PARK	$ 3,240.00	$ 5,179.00	Metric Measures LLC	Yes
C-01-33-28-010-0000-8098	2136 HARTMAN RD, AVON PARK	$ 6,300.00	$ 11,350.00	J&N Homes Inc	Yes
C-01-33-28-010-0001-1956	2516 W ROCHESTER RD, AVON PARK	$ 4,320.00	$ 7,251.00	E.O. Koch Construction Co	Yes
C-01-33-28-010-0001-3869	1751 N CROCUS RD, AVON PARK	$ 3,816.00	$ 4,566.00	Jop Gijsbert Vos	Yes
C-20-36-30-070-0050-0300	445 LEAHY AVE, LAKE PLACID	$ 5,850.00	$ 7,643.00	Metric Measures LLC	Yes
C-20-36-30-100-0100-0220	1441 COLUMBINE ST, LAKE PLACID	$ 5,175.00	$ 6,771.00	Metric Measures LLC	Yes
C-20-36-30-140-0270-0120	409 POLK AVE, LAKE PLACID	$ 4,500.00	$ 6,111.00	Metric Measures LLC	Yes
C-12-34-28-010-0000-0050	3229 RED WATER DR, AVON PARK	$ 4,680.00	$ 6,500.00	New River Distribution LLC	Yes
C-21-36-29-050-2580-0080	3246 MICHELE AVE, LAKE PLACID	$ 3,600.00	$ 5,600.00	Alicia Adams	Yes
C-21-36-29-170-4080-0260	3414 SPOONBILL AVE, LAKE PLACID	$ 4,500.00	$ 6,111.00	Metric Measures LLC	Yes
C-21-36-29-170-4260-0160	924 CASSIE ST, LAKE PLACID	$ 4,500.00	$ 5,250.00	Jop Gijsbert Vos	Yes
C-21-36-29-180-5380-0240	1117 RIDGE ST, LAKE PLACID	$ 4,500.00	$ 5,761.00	Metric Measures LLC	Yes
C-21-36-29-180-5090-0300	1105 JASON ST, LAKE PLACID	$ 3,600.00	$ 5,111.00	Metric Measures LLC	Yes
C-21-36-29-030-1790-0180	930 BRANSTAR RD LAKE PLACID 33852	$ 3,600.00	$ 10,256.00	Raymond & Amoni Huber	Yes
C-24-35-28-060-0100-0300	6010 HAZEL RD, SEBRING	$ 3,600.00	$ 7,020.00	Roger T Wells	Yes
C-24-35-28-120-0180-0200	3406 ALACHUA AVE, SEBRING	$ 4,050.00	$ 6,010.00	Roger T Wells	Yes
C-35-33-28-050-0000-0580	1672 PARDEE SUB RD AVON PARK FL 33	$ 2,025.00	$ 5,555.55	Hugo Jorge Silva Valenzuela	Yes
C-14-37-29-050-0430-0130	473 JOHNSON AVE NE, LAKE PLACID	$ 8,100.00	$ 12,000.00	Gustavo Martinez	Yes
C-14-37-29-161-1700-0040	1913 WASHINGTON BLVD NW, LAKE PL	$ 12,250.80	$ 16,000.00	Gustavo Martinez	Yes
C-14-37-29-161-1710-0030	116 AUDREY AVE, LAKE PLACID	$ 4,050.00	$ 4,900.00	David Chin	Yes
C-04-34-28-251-7330-0040	5119 BELMAR DR SEBRING 33872	$ 25,200.00	$ 37,600.00	Koppegan Investments LLC	Yes
C-04-34-28-050-0530-0240	4107 ALMERIA AVE SEBRING 33872	$ 4,050.00	$ 8,500.00	De Avila Construction LLC	Yes
C-04-34-28-060-0650-0160	4125 CORTEZ BLVD SEBRING 33872	$ 4,500.00	$ 11,550.00	Hornick Homes Inc	Yes
C-04-34-28-160-3320-0210	6833 COTORRO DR SEBRING 33872	$ 5,454.00	$ 12,550.00	Hornick Homes Inc	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-160-3350-0160	6739 COCONUT GROVE DR SEBRING 33	$ 5,454.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-160-3370-0310	5557 CASTANIA DR SEBRING 33872	$ 5,940.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-160-3400-0420	6818 SUN N LAKE BLVD SEBRING 33872	$ 5,419.80	$ 13,100.00	New River Distribution LLC	Yes
C-04-34-28-160-3420-0120	5335 PEBBLE BEACH DR SEBRING 33872	$ 19,278.00	$ 39,181.00	Zoraida Vargas	Yes
C-04-34-28-160-3600-0480	6756 SAN BRUNO DR SEBRING 33872	$ 5,454.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-250-4920-0040	5411 MINORCA DR SEBRING 33872	$ 5,400.00	$ 15,550.00	Hornick Homes Inc	Yes
C-04-34-28-250-4920-0070	5321 MINORCA DR SEBRING 33872	$ 5,400.00	$ 15,550.00	Hornick Homes Inc	Yes
C-04-34-28-050-0530-0250	4101 ALMERIA AVE SEBRING 33872	$ 4,050.00	$ 8,500.00	De Avila Construction LLC	Yes
C-04-34-28-060-0730-0400	4425 CORTEZ BLVD SEBRING 33872	$ 4,500.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-060-0810-0390	4825 CORTEZ BLVD SEBRING 33872	$ 4,500.00	$ 6,111.00	Metric Measures LLC	Yes
C-04-34-28-160-3260-0240	6400 SAN BRUNO DR SEBRING 33872	$ 5,940.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-160-3320-0420	6942 SAN BENITO DR SEBRING 33872	$ 5,454.00	$ 13,100.00	New River Distribution LLC	Yes
C-04-34-28-160-3360-0230	7035 CARTAGENA ST SEBRING 33872	$ 7,906.50	$ 14,600.00	New River Distribution LLC	Yes
C-04-34-28-160-3420-0130	5331 PEBBLE BEACH DR SEBRING 33872	$ 19,278.00	$ 37,600.00	Koppegan Investments LLC	Yes
C-04-34-28-160-3590-0280	7037 SAN BENITO DR SEBRING 33872	$ 5,454.00	$ 16,900.00	Eugenia Carolina Naka	Yes
C-04-34-28-160-3600-0430	6724 SAN BRUNO DR SEBRING 33872	$ 5,508.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-161-7580-0020	7059 SAN BENITO DR SEBRING 33872	$ 5,400.00	$ 13,100.00	New River Distribution LLC	Yes
C-04-34-28-250-4920-0050	5403 MINORCA DR SEBRING 33872	$ 5,400.00	$ 15,550.00	Hornick Homes Inc	Yes
C-04-34-28-250-4930-0030	6040 NEVADA ST SEBRING 33872	$ 5,400.00	$ 15,550.00	Hornick Homes Inc	Yes
C-04-34-28-251-7370-0040	6000 MICHELANGELO ST SEBRING 3387	$ 15,057.00	$ 20,057.00	GE Invesments of Polk LLC	Yes
C-04-34-28-160-3400-0090	6962 MEXICAN HAT DR SEBRING 33872	$ 6,750.00	$ 14,100.00	New River Distribution LLC	Yes
C-04-34-28-050-0630-0190	4103 LORETTO AVE SEBRING 33872	$ 4,500.00	$ 7,800.00	Eugenia Carolina Naka	Yes
C-04-34-28-060-0730-0420	4409 CORTEZ BLVD SEBRING 33872	$ 4,500.00	$ 7,717.00	ML Capital LLC	Yes
C-04-34-28-160-3320-0080	6911 DICKINSON DR SEBRING 33872	$ 5,454.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-160-3320-0430	6950 SAN BENITO DR SEBRING 33872	$ 5,454.00	$ 13,100.00	New River Distribution LLC	Yes
C-04-34-28-160-3370-0030	6801 DICKINSON DR SEBRING 33872	$ 6,307.20	$ 13,100.00	New River Distribution LLC	Yes
C-04-34-28-160-3400-0190	7000 SAN BENITO DR SEBRING 33872	$ 6,609.60	$ 14,600.00	New River Distribution LLC	Yes
C-04-34-28-160-3420-0110	5341 PEBBLE BEACH DR SEBRING 33872	$ 19,278.00	$ 37,600.00	Koppegan Investments LLC	Yes
C-04-34-28-160-3600-0130	6725 SAN BENITO DR SEBRING 33872	$ 5,508.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-160-3600-0440	6730 SAN BRUNO DR SEBRING 33872	$ 5,508.00	$ 12,550.00	Hornick Homes Inc	Yes
C-04-34-28-250-4920-0030	5423 MINORCA DR SEBRING 33872	$ 5,400.00	$ 15,550.00	Hornick Homes Inc	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-250-4920-0060	5333 MINORCA DR SEBRING 33872	$ 5,400.00	$ 15,550.00	Hornick Homes Inc	Yes
C-04-34-28-250-4930-0060	6010 NEVADA ST SEBRING 33872	$ 5,400.00	$ 15,550.00	Hornick Homes Inc	Yes
C-04-34-28-160-3420-0080	5357 PEBBLE BEACH DR SEBRING 33872	$ 19,278.00	$ 37,600.00	Koppegan Investments LLC	Yes
C-04-34-28-130-2750-0590	4500 CALATRAVA AVE SEBRING FL 3387	$ 3,600.00	$ 13,100.00	New River Distribution LLC	Yes
C-04-34-28-100-1540-0610	4145 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 6,000.00	Ruth Pareja	Yes
C-04-34-28-100-1540-0630	4137 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 6,000.00	Ruth Pareja	Yes
C-04-34-28-100-1540-0650	4129 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 6,000.00	Ruth Pareja	Yes
C-04-34-28-100-1540-0670	4121 GERONA AVESEBRING FL 33872	$ 3,600.00	$ 5,500.00	Ruth Pareja	Yes
C-04-34-28-100-1540-0680	4117 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 5,500.00	Ruth Pareja	Yes
C-04-34-28-100-1540-0720	4101 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1550-0160	8735 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1550-0190	8701 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1550-0220	8629 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1550-0240	8605 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1550-0270	8525 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1560-0020	8526 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1560-0080	8640 SANADA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1570-0070	8624 PRIMAVERA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1570-0100	8700 PRIMAVERA ST SEBRING FL 33872	$ 3,600.00	$ 11,000.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1570-0220	8643 TUNIS ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1570-0250	8607 TUNIS ST SEBRIG FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1570-0300	8501 TUNIS ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1580-0210	8748 TUNIS ST SEBRINGFL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1580-0260	5201 LUENGA AVE SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1580-0320	5130 BALBOA BLVD SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1580-0360	5238 BALBOA BLVD SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1600-0570	4189 GERONA AVE SEBRING FL 33872	$ 3,600.00	$ 5,100.00	GE Invesments of Polk LLC	Yes
C-04-34-28-100-1660-0430	8400 MANTUA AVE SEBRING FL 33872	$ 3,600.00	$ 9,600.00	Anthony & Vivian Harriott	Yes
C-04-34-28-100-1820-0410	7117 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0430	7127 CORTZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0440	7131 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-100-1820-0460	7139 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0540	7247 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0550	7255 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0560	7259 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0570	7303 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0580	7317 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0650	7355 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-100-1820-0660	7361 CORTEZ BLVD SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Brighton Homes LLC	Yes
C-04-34-28-102-6240-0120	8956 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-102-6240-0180	8922 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-102-6240-0230	8860 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-102-6240-0290	8816 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-102-6240-0350	8740 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-102-6240-0390	8718 OVIEDO ST SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-102-6310-0050	8658 SAN NATEO ST SEBRING FL 33872	$ 3,600.00	$ 8,000.00	Alicia Adams	Yes
C-04-34-28-102-6340-0010	6453 STEVE DR SEBRING FL 33872	$ 3,600.00	$ 5,101.00	Gerard & Lisa Gittens	Yes
C-04-34-28-110-1830-0200	8128 SUN N LAKES BLVD SEBRING FL 33	$ 3,600.00	$ 5,560.00	Dessalines Ferdinand	Yes
C-04-34-28-110-1830-0220	8149 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 6,150.00	Dessalines Ferdinand	Yes
C-04-34-28-110-1830-0260	8059 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 5,717.00	ML Capital LLC	Yes
C-04-34-28-110-1830-0300	8011 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 5,717.00	ML Capital LLC	Yes
C-04-34-28-110-1830-0420	5503 CANADA AVE SEBRING FL 33872	$ 3,600.00	$ 6,000.00	Enrique Escobar	Yes
C-04-34-28-110-1840-0010	5504 CANADA AVE SEBRING FL 33872	$ 3,600.00	$ 6,000.00	Enrique Escobar	Yes
C-04-34-28-110-1840-0060	7513 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 7,223.00	E.O. Koch Construction Co	Yes
C-04-34-28-110-1840-0110	7335 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 5,717.00	ML Capital LLC	Yes
C-04-34-28-110-1840-0150	7213 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 7,500.00	Dennis & Carol Quallo	Yes
C-04-34-28-110-1840-0160	7209 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 7,500.00	Dennis & Carol Quallo	Yes
C-04-34-28-110-1840-0170	7135 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 7,223.00	E.O. Koch Construction Co	Yes
C-04-34-28-110-1840-0200	7107 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 7,107.00	Dessalines Ferdinand	Yes
C-04-34-28-110-1840-0400	5502 CANASA AVE SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Dennis & Carol Quallo	Yes
C-04-34-28-110-1850-0090	7512 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 7,123.00	E.O. Koch Construction Co	Yes
C-04-34-28-110-1850-0100	7530 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 5,717.00	ML Capital LLC	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-110-1850-0170	7722 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 7,123.00	E.O. Koch Construction Co	Yes
C-04-34-28-110-1850-0230	7615 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-110-1850-0260	7509 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,107.00	Onward Renovations LLC	Yes
C-04-34-28-110-1850-0290	7411 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,345.00	Paul Garcia & Maria Escabi	Yes
C-04-34-28-110-1850-0320	7307 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 7,251.00	Cara Drake	Yes
C-04-34-28-110-1850-0330	7239 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 7,251.00	Cara Drake	Yes
C-04-34-28-110-1850-0340	7225 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-110-1850-0350	7209 BERNAL DR SEBRING FL 3387	$ 3,600.00	$ 5,607.00	Jenave Development LLC	Yes
C-04-34-28-110-1860-0040	7836 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 5,757.00	ML Capital LLC	Yes
C-04-34-28-110-1860-0150	8058 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 5,757.00	ML Capital LLC	Yes
C-04-34-28-110-1860-0180	8037 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-110-1860-0280	7817 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Dennis & Carol Quallo	Yes
C-04-34-28-110-1860-0290	5503 AGULIA AVE SEBRING FL 33872	$ 3,600.00	$ 6,100.00	Dennis & Carol Quallo	Yes
C-04-34-28-110-1870-0030	7936 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-110-1870-0090	8046 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-110-1870-0110	8060 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,107.00	Onward Renovations LLC	Yes
C-04-34-28-110-1870-0160	8148 ANCHA ST SEBRING FL 33872	$ 3,600.00	$ 5,757.00	ML Capital LLC	Yes
C-04-34-28-110-1880-0110	7644 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-110-1880-0160	7806 BERNAL DR SEBRING FL 33872	$ 3,600.00	$ 5,100.00	Brighton Homes LLC	Yes
C-04-34-28-110-1890-0450	7401 HAPPYFACE ST SEBRING FL 33872	$ 3,600.00	$ 5,025.00	Jacqueline Torlage	Yes
C-04-34-28-110-1890-0510	7377 HAPPYFACE ST SEBRING FL 33872	$ 3,600.00	$ 5,328.00	Andrew Jason Caksakkar	Yes
C-04-34-28-110-1890-0610	7337 HAPPYFACE ST SEBRING FL 33872	$ 3,600.00	$ 5,328.00	Andrew Jason Caksakkar	Yes
C-04-34-28-110-1890-0630	7329 HAPPYFACE ST SEBRING FL 33872	$ 3,600.00	$ 5,328.00	Andrew Jason Caksakkar	Yes
C-22-37-30-010-0050-0110	291 RHAPSODY AVE, LAKE PLACID	$ 6,300.00	$ 11,111.00	Metric Measures LLC	Yes
C-22-37-30-070-0850-0070	355 DRAMA DR LAKE PLACID 33852	$ 5,400.00	$ 9,111.00	Metric Measures LLC	Yes
C-22-37-30-070-0670-0210	386 SHOWBOAT AVE LAKE PLACID 3385	$ 5,400.00	$ 8,111.00	Metric Measures LLC	Yes
A-22-33-28-010-0730-0220	51 S CENTRAL AVE, AVON PARK	$ 3,040.20	$ 6,010.00	Roger T Wells	Yes

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 4:30 p.m. on March 14th 2022

The Board of County Commissioners will consider the offers at their April 5th Board Meeting which will begin at 9:00 AM

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Lucy Castillo, Housing Programs Coordinator**

SUBJECT/TITLE: **Request adoption of Resolution 21-22-92 for Budget Amendment 21-22-061 to appropriate additional funds in FY 21/22 for the State Housing Initiative Partnership Program (SHIP) in the amount of $281,727.**

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida counties based upon population. No revenue from local ad valorem taxes is used for these purposes.

Florida Housing Trust Fund disbursed final payment in SHIP Funds for Fiscal Year 2021-2022. The State has allocated funds to Highlands County in the amount of $281,727.00 additional to Phase 29 Fiscal Year 2021-2022. Funds will be expended through strategies approved under the Local Housing Assistance Plan (LHAP) covering that year. Budget Amendment 21-22-061 is being proposed to receive and appropriate a total of $281,727.00 awarded to Highlands County for FY 2021-2022.

RECOMMENDED ACTION

Move to adopt Resolution 21-22-92 for Budget Amendment 21-22-061 regarding the final disbursement for FY 21/22 State Housing Initiative Partnership Program (SHIP) funds in the amount of $281,727.

FISCAL IMPACT

The Fiscal Impact is an increase to Fund 166 (SHIP) for FY 2021-2022 in the amount of $281,727, which $253,554.30 is being appropriated into cost center 5367 and $28,172.70 into cost center 5366 (SHIP Phase 29).

Attachments: 21-22-061 Proj 20366 SHIP (BA).pdf
21-22-061R Project 20366 SHIP (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
March 21, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/7/2022**   SUBMITTED BY: **Lucy Castillo**

FUND(S): **166**   FUND TITLE(S): **SHIP**   COST CENTER(S) #: **5366; 5367**

PROJECT(S) #: **20366**   PROJECT TITLE(S): **SHIP PH 29 FY 21-22**   COST CENTER TITLE(S): **SHIP Adminsitrative; SHIP Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**166**		**3345700Z**	**Proj. Lower Income Housing Asst**	**20366**	**429,461.00**	**281,727.00**		**711,188.00**
E	**166**	**5366**	**54900Z**	**Proj. Other Charges and Obligations**	**20366**	**42,946.10**	**28,172.70**		**71,118.80**
E	**166**	**5367**	**54909Z**	**Proj. Down Payment Assistance**	**20366**	**100,000.00**	**100,000.00**		**200,000.00**
E	**166**	**5367**	**54910Z**	**Proj. Rehabilitation**	**20366**	**90,000.00**	**121,554.30**		**211,554.30**
E	**166**	**5367**	**54911Z**	**Proj. Special Needs/Rental Dev.**	**20366**	**25,000.00**	**30,000.00**		**55,000.00**
E	**166**	**5367**	**54937Z**	**Proj. Foreclosure Intervention**	**20366**	**11,514.90**	**2,000.00**		**13,514.90**

REASON: **To record the State Housing Initiatives Partnership program grant award received in November 12, 2021 for grant years 7/1/21 - 6/30/24 and to realign the FY 21-22 budget to pay for expenses associated with the SHIP Program.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** 21-22-061   **TRANSFER TYPE:**

_____ Approval

_____ Denial

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

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

SIGNATURE: _____

DATE: ___/___/___

Signature: _____   Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 21-22-92

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-061 TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) 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 State Housing Initiatives Partnership (SHIP) Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-061 is hereby approved and authorized to add SHIP Grant Revenue received to Project 20366 with a net increase in the amount of $281,727.00.

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. **<u>Scrivener's Errors.</u>** 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. **<u>Conflicts.</u>** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. **<u>Severability.</u>** 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. **<u>Effective Date.</u>** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 5th day of April, 2022.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Kathleen G. Rapp, Chairperson

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Apr 5, 2022

PRESENTER: **Randy Vosburg, County Administrator**
David Nitz, OMB Manager

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-069 to set up funding for Clerk of Courts IT purchases to benefit the BOCC departments.**

STATEMENT OF ISSUE

This budget amendment is necessary for the general benefit of the Clerk's IT subscribers.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-069 to set up funding for Clerk IT purchases to benefit the BOCC departments.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is transferring $50,000 from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 2111 (Central Services), account 53999 (Clerk IT-Operating).

Attachments: 21-22-069 Add'l Clerk IT Budget (BA).pdf
21-22-069 Add'l Clerk IT Budget (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
March 24, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/24/2022** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2111**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budget Expenditure AC/005, 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**		**361,626.25**		**50,000.00**	**311,626.25**
E	**005**	**2111**	**53999**	**Clerk IT-Operating**		**0.00**	**50,000.00**		**50,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up funding for Clerk IT purchases to benefit BOCC departments.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **21-22-069** **TRANSFER TYPE:**

_______________ Approval

_______________ Denial

ACTION:
Board _______ Approved _______ Denied
County Administrator _______ Approved _______ Denied

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

SIGNATURE: _______________

DATE: / /

Signature: _______________

Posted by Clerk: _______________

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		**$450,000.00**	
10/19/21	10/19/21	21-22-003	($66,153.00)	$383,847.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and employee COLA/merit.
11/16/21	11/16/21	21-22-012	$9,980.27	$393,827.27	To post the excess budget from Proj. 21041 VOCA 21-22 (SO).
01/18/22	01/18/22	21-22-031	($23,451.02)	$370,376.25	To provide County match requirement for Proj. 21058 EMS Mtching Grant 21-22
01/18/22	01/18/22	21-22-039	($8,750.00)	$361,626.25	To provide County match requirement for Proj. 21062 for a SWFWMD Cooperative Funding Agreement
04/05/22		21-22-069	($50,000.00)	$311,626.25	To set up funding for Clerk IT purchases to benefit BOCC departments.
REVISED TOTAL:				**$311,626.25**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:	**CLINTON HOWERTON, JR., P.E., COUNTY ENGINEER** **KENYA ANDERSON, PROJECT MANAGER** **ELIZABETH BARBER, LEGISLATIVE AFFAIRS GRANT COORDINATOR**
SUBJECT/TITLE:	**Request adoption of Resolution 21-22-98 and approval of the Clean Water State Revolving Fund Planning Loan Agreement SW280230 between Florida Water Pollution Control Financing Corporation and Highlands County.**

STATEMENT OF ISSUE

In August, the County, upon request, was added to the Clean Water State Revolving Fund Planning Loan Program priority list under Project No. 280230 as eligible for available funding. As a result, staff requested approval to apply for a State Revolving Fund Loan to finance drainage studies throughout the County. The studies will focus on targeted areas to identify opportunities to improve both water quality and flood control. On November 16, 2021 the Board approved submission of a State Revolving Loan application to the Department of Environmental Protection (DEP).

Attached, for your review and approval are Clean Water State Revolving Fund Planning Loan Agreement (SW280230) between Florida Water Pollution Control Financing and Highlands County, and the Resolution authorizing the Chairman of the Board to execute said Agreement for Highlands County for the planning of wastewater pollution control facilities by means of drainage studies throughout the County in the total loan amount of $1,750,000 not to include a Loan Service Fee which is estimated at $35,000. Please note that the County will be required to make semiannual loan payments (principal only) in the amount of $44,625. The revenues pledged for the repayment of the loan are local government infrastructure sales surtax state revenues after payment of debt service on the County's Refunding Revenue Note Series 2015.

RECOMMENDED ACTION

Move to adopt resolution 21-22-98 and approve the agreement for the Clean Water State Revolving Fund Planning Loan in the amount of $1,750,000.00.

FISCAL IMPACT

The Fiscal Impact will be $1,750,000.00 as additional revenue from Loan Proceeds.

Attachments: Highlands County SW280230 - Loan Agreement.pdf
Res. 21.22.98_FL Rev Fund Loan Agree No. SW280230.SGS.pdf

FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

AND

HIGHLANDS COUNTY, FLORIDA

CLEAN WATER STATE REVOLVING FUND
PLANNING LOAN AGREEMENT
SW280230

Florida Water Pollution Control Financing Corporation
1801 Hermitage Boulevard
Tallahassee, Florida 32308

CONTENTS PAGE

CONTENTS PAGE

CLEAN WATER STATE REVOLVING FUND

PLANNING LOAN AGREEMENT

SW280230

THIS AGREEMENT is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the “Corporation”) and HIGHLANDS COUNTY, FLORIDA (the “Local Borrower”), existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as “Parties” or individually as “Party”.

WHEREAS, pursuant to Sections 403.1835 and 403.1837, Florida Statutes (the “State Act”), the Corporation is authorized to make loans to finance or refinance the planning, design and construction of wastewater pollution control facilities, of which the supporting documentation has been reviewed by the State of Florida Department of Environmental Protection (the “Department”); and

WHEREAS, in accordance with the provisions of the State Act and a Service Contract dated as of June 1, 2001 (as amended from time to time, the “Service Contract”) between the Corporation and the Department, the Department has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, the Local Borrower applied for the financing of the Project (as hereinafter defined), and the Corporation and the Department has determined that such Project meets all requirements for a loan and have agreed to make a loan to the Local Borrower as set forth in this Agreement (the “Loan”); and

WHEREAS, in accordance with the provisions of a Master Trust Indenture dated as of June 1, 2001 (as supplemented and amended from time to time, the “Indenture”) between the Corporation and U.S. Bank Trust National Association, as trustee (together with any successor trustee, the “Trustee”), the Corporation is authorized to issue bonds (the “Bonds”) from time to time to fund loans pursuant to the State Act and to refund bonds issued by the Corporation; and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, but excluding the Loan Service Fee (as such term is hereinafter defined), have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds; and

WHEREAS, pursuant to the provisions of the State Act, the Service Contract and the Indenture, and as provided herein, the Corporation and the Department will cooperate to assure continuing compliance with the various requirements and separate duties and responsibilities arising from the issuance of the Bonds and the loans made by the Corporation.

NOW, THEREFORE, in consideration of the Corporation loaning money to the Local Borrower, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this agreement.

(2) "Authorized Representative" shall mean the official or officials of the Local Borrower authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Code" means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.

(5) "Defeasance Obligations" means:

a. Direct obligations of, or obligations the prompt payment of principal and interest on which are fully guaranteed by, the United States of America which are not callable prior to maturity (except at the option of the holder thereof);

b. Bonds, debentures, notes or other evidences of indebtedness issued or fully insured or guaranteed by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America and which are not callable prior to maturity (except at the option of the holder thereof);

c. Resolution Funding Corp. (REFCORP) obligations which are not callable prior to maturity (except at the option of the holder thereof); and

d. Obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable prior to maturity or as to which irrevocable determination to call such obligations prior to maturity shall have been made by the issuer thereof, and for the payment of the principal of, premium, if any, and interest on which provision shall have been made by the irrevocable deposit with a bank or trust company acting as a trustee or escrow agent for owners of such obligations of securities described in clauses (a), (b) or (c), the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of, premium, if any, and interest on such obligations, and which securities are not available to satisfy any other claim, including any claim of the trustee or escrow agent or of any person claiming through the trustee or escrow agent or to whom the trustee or escrow agent may be obligated.

(6) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State and insured by the Federal Deposit Insurance Corporation.

(7) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(8) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(9) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(10) "Fiscal Year" shall mean the period commencing on October 1 of each year and ending on September 30 of the succeeding year.

(11) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. After paying or providing for the payment of debt service on the Bonds, the Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(12) "Gross Revenues" shall mean all income or earnings received by the Local Borrower from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(13) "Infrastructure Surtax" shall mean the one cent sales tax derived from local discretionary sales levied by Highlands County based on a referendum vote for the purpose of construction, reconstruction, or improvement of public facilities pursuant to Chapter 212.055 Florida Statutes.

(14) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(15) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(16) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Borrower for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(17) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Borrower.

(18) "Local Governmental Entity" means a county, municipality, or special district.

(19) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Borrower to the Loan Debt Service Account.

(20) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(21) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(22) "Planning Activities" shall mean the planning or administrative work necessary for the Local Borrower to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(23) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Revenues derived yearly from the Infrastructure Surtax after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(24) "Project" shall mean the Planning Activities for stormwater master plan.

(25) "Semiannual Loan Payment" shall mean the payment due from the Local Borrower at six-month intervals.

(26) "Senior Revenue Debt" shall mean the following debt obligations:

(a) Highlands County, Florida, Infrastructure Sales Surtax Refunding Revenue Note, Series 2021, issued in the amount not to exceed $21,700,000, pursuant to Resolution No. 02-104, as amended and supplemented by Resolution No. 21-22-12; and

(b) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(27) "State" means the State of Florida.

(28) "Stormwater System" shall mean all devices and facilities owned by the Local Borrower for the collection, transmission, detention, retention, treatment, and management of stormwater.

(29) "Tax-Exempt Bonds" means Bonds the interest on which is intended on their date of issuance to be excludable from gross income of the holders thereof for federal income tax purposes.

(30) "Utility System" shall mean all devices and facilities of the Stormwater System owned by the Local Borrower.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower warrants, represents and covenants that:

(1) The Local Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Borrower's knowledge, threatened, which seeks to restrain or enjoin the Local Borrower from entering into for complying with this Agreement.

(4) The Local Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Local Borrower shall release and hold harmless the State, its agencies, the Corporation, and each of their respective officers, members, and employees from any claim arising in connection with the Local Borrower's actions or omissions in its Planning Activities financed by this Loan.

(6) All Local Borrower representations to the Corporation and the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Local Borrower. The financial information delivered by the Local Borrower to the Department was current and correct as of the date such information was delivered. The Local Borrower shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or this Agreement. To the extent that any assurance,

representation, or covenant requires a future action, the Local Borrower shall take such action as to comply with this agreement.

(7) The Local Borrower shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Borrower shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(8) In the event the anticipated Pledged Revenues are shown by the Local Borrower's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Borrower shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Borrower shall collect such funds for application as provided herein. The Local Borrower shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Borrower to levy or appropriate ad valorem tax revenues; or preventing the Local Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Local Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Local Borrower agrees to complete the Planning Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Borrower are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Local Borrower covenants that this Agreement is entered into for the purpose of completing Planning Activities in order to construct facilities which will, in all events, serve a public purpose.

(12) The Local Borrower shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

(13) The Local Borrower shall take such actions, shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions as the Corporation and/or the Department may reasonably require in

connection with the Bonds, including, without limitation, any necessary continuing disclosure undertaking meeting the requirements of Securities and Exchange Commission Rule 15c2-12.

2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower acknowledges that the Corporation may issue Tax-Exempt Bonds with which to fund the Loan to the Local Borrower and that the maintenance of the tax-exempt status of any such Tax-Exempt Bonds will depend, in part, on the Local Borrower's compliance with the provisions of this Agreement. Accordingly, the Local Borrower warrants, represents and covenants that:

(1) Notwithstanding any other provisions of this Agreement, including specifically Section 2.02(8), if the Local Borrower shall be notified by the Corporation or the Department as of any date that any payment is required to be made to the United States Treasury in respect of Tax-Exempt Bonds the proceeds of which were used to fund the Loan (hereafter, the "Applicable Tax-Exempt Bonds"), and such payment is due to the failure of the Local Borrower to comply with this Agreement, the Local Borrower shall pay to the Trustee (for deposit to the applicable Subaccount of the Rebate Account established by the Indenture) the amount specified in the notice by the Corporation or the Department.

(2) The Local Borrower is a "governmental person" (as defined in Treasury Regulations §1.141-1(b)) (a "Governmental Unit") and it owns and operates the Project.

(3) The Local Borrower will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Applicable Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, promptly upon having such brought to its attention, it will take such reasonable actions based upon an opinion of any attorney or firm of attorneys of recognized standing and experience in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and which attorney or firm of attorneys is acceptable to the Corporation ("Bond Counsel"), and in all cases at the sole expense of the Local Borrower, as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly, use or permit the use of any proceeds of the Applicable Tax-Exempt Bonds or any other funds of the Local Borrower, or take or omit to take any action, that would cause the Applicable Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Local Borrower will comply with all requirements of Sections 141, 148, 149 and 150 of the Code to the extent such provisions apply to the Applicable Tax-Exempt Bonds. In the event that at any time the Corporation or the Department is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Local Borrower, the Corporation or the Department shall so instruct the Local Borrower in writing and the Local Borrower shall so restrict the yield.

(4) The Local Borrower (or any "related party", as defined in Treasury Regulations §1.150-1(b)) is prohibited from purchasing and shall not purchase any Applicable Tax-Exempt Bonds other than purchases in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(5) The Local Borrower will take no action, or permit or suffer any action or event, which will cause any of the Applicable Tax-Exempt Bonds to be or become a "private activity bond" within the meaning of the Code. To that end, the Local Borrower will not permit more than 5% of the Project or portion thereof financed with Tax-Exempt Bonds to be used for a Private Business Use. The term "Private Business Use" means use directly or indirectly in a trade or business or any other activity carried on by any Private Person other than use as a member of, and on the same basis as, the general public. The term "Private Person" means any person other than a Governmental Unit. For this purpose, the United States or any agency or instrumentality thereof is not a Governmental Unit and is therefore a Private Person. For purposes of this paragraph (5), property is considered "used" by a Private Person if:

(a) it is owned by, or leased, to such Private Person;

(b) it is operated, managed or otherwise physically employed, utilized or consumed by such Private Person, other than operation or management pursuant to an agreement that meets the conditions described in paragraph (6) below;

(c) capacity in or output service from such property is reserved or committed to such Private Person under a take-or-pay, output, incentive payment or similar contract or arrangement;

(d) such property is used to provide service to (or such service is committed to or reserved for) such Private Person on a basis or terms that are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally (except possibly for the amount of use and any corresponding rate adjustment);

(e) such Private Person is a developer and a significant amount of the Project financed with proceeds of Tax-Exempt Bonds serves only a limited area substantially all of which is owned by such Private Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer reasonably expects to proceed with all reasonable speed to develop the improvement and property benefited by that improvement, and the improvement is in fact transferred to a Governmental Unit promptly after the property benefited by the improvement is developed; or

(f) substantial burdens and benefits of ownership of the Project financed with proceeds of Tax-Exempt Bonds are otherwise effectively transferred to such Private Person.

(6) Use of Bond-Financed Property.

(a) For purposes of this Agreement, the use by a Private Person of the Project financed with the proceeds of Tax-Exempt Bonds (the "Bond Financed Property") pursuant to a Qualified Use Contract (as hereafter defined) shall not be treated as a Private Business Use by such Private Person of such Bond-Financed Property or of funds used to finance or refinance such Bond-Financed Property.

(b) An arrangement under which services are to be provided by a Private Person involving the use of all or any portion of, or any function of, the Bond-Financed Property (for example, management services for an entire facility or a specific department of a facility ("Use Contract")) is a "Qualified Use Contract" if all of the following conditions are satisfied:

(i) the compensation for services provided pursuant to the Use Contract is reasonable;

(ii) none of the compensation for services provided pursuant to the Use Contract is based on net profits from operation of the Bond-Financed Property or any portion thereof;

(iii) the compensation provided in the Use Contract satisfies one of the following subparagraphs:

(A) At least 95% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 15 years. For purposes of this subparagraph (b), a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Property (e.g., the Consumer Price Index) and a "renewal option" means a provision under which either party to the Use Contract has a legally enforceable right to renew the Use Contract; or

(B) At least 80% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 10 years; or

(C) At least 50% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term; or

(D) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term. A "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(E) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 3 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the second year of the Use Contract term. A "per-unit fee" means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(F) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Use Contract, including all renewal options, does not exceed 2 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Use Contract term. This subparagraph (F) applies only to (a) Use Contracts under which the Private Person primarily provides services to third parties, or (b) Use Contracts involving the Bond-Financed Property during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Use Contract based on a percentage of gross expenses) (e.g., a Use Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Bond-Financed Facilities, but not more than one.

For purposes of this paragraph (6)(b)(iii), a Use Contract is considered to contain termination penalties if the termination limits the Local Borrower's right to compete with the Private Person, requires the Local Borrower to purchase equipment, goods, or services from the Private Person, or requires the Local Borrower to pay liquidated damages for cancellation of the Use Contract. Another contract between the Private Person and the Local Borrower (for example, a loan or guarantee by the Private Person) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the Local Borrower from terminating the Use Contract. A requirement that the Local Borrower reimburse the Private Person for ordinary and necessary expenses, or restrictions on the hiring by the Local Borrower of key personnel of the Private Person, are not treated as contract termination penalties;

(iv) The Private Person has no role or relationship with the Local Borrower, directly or indirectly, that, in effect, substantially limits the Local Borrower's ability to exercise its rights under the Use Contract, including cancellation rights. This requirement is satisfied if:

(A) The Private Person and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20 percent of the voting power of the governing body of the Local Borrower;

(B) No individual who is a member of the governing body of the Private Person and the Local Borrower is the chief executive officer of the Local Borrower or the Private Person or the chairperson of the governing body of the Local Borrower or the Private Person; and

(C) The Local Borrower and the Private Person are not "related parties" (within the meaning of Treasury Regulations §1.150-1(b).

(c) The Local Borrower may treat a Use Contract that does not comply with one or more of the criteria of subparagraph (6)(b) as not resulting in Private Business Use of Bond-Financed Property if it delivers to the Corporation and the Department, at its expense, an opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of interest on the Applicable Tax-Exempt Bonds or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(7) Notwithstanding any provision of this Section 2.02, if the Local Borrower provides, at the Local Borrower's expense, to the Corporation and the Department an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Applicable Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Local Borrower, the Corporation and the Department may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

(8) All tax warranties, representations, covenants and obligations of the Local Borrower contained in this Section 2.02 shall remain in effect and be binding upon the Local Borrower until all of the Applicable Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Applicable Tax-Exempt Bonds and release and discharge of the Indenture.

(9) Amounts deposited from time to time in the Loan Debt Service Account will be used to pay principal and interest within 13 months after the amounts are so deposited.

(10) The Local Borrower has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay principal of, interest and any redemption premium on the Loan other than the Loan Debt Service Account. Except as set forth in the next sentence and except for money referred to in paragraph (9) above, no other money or investment property (including, without limitation, fixed income, equity and other investments) is or will be pledged as collateral or used for the payment of such principal and interest (or for the reimbursement of any others who may provide money to pay that principal and interest), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Corporation or holders of the Applicable Tax-Exempt Bonds reasonable assurance of the availability of such money or investment property to pay debt service on the Loan or the Applicable Tax-Exempt Bonds.

(11) Except as stated otherwise in this Agreement, no portion of the Loan will be used:

(a) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Corporation, the Local Borrower or any other Governmental Unit,

(b) to replace any proceeds of another issue of tax-exempt bonds that were not expended on the project for which such other issue was issued,

(c) to replace any money that was or will be used directly or indirectly to acquire investments,

(d) to make a loan to any other person or Governmental Unit,

(e) to pay any working capital expenditure other than expenditures identified in Treasury Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., issuance costs of the Applicable Tax-Exempt Bonds, qualified administrative costs, reasonable charges for a qualified guarantee or for a qualified hedge, interest on the Loan for a period commencing on the issuance date of the Applicable Tax-Exempt Bonds and ending on the date that is the later of three years from that issuance date or one year after the date on which the Project was or will be placed in service, payments of amounts, if any, pursuant to paragraph (i), and costs, other than those already described, that do not exceed 5% of the sale proceeds of the Applicable Tax-Exempt Bonds and that are directly related to capital expenditures financed or deemed financed by the Applicable Tax-Exempt Bonds), or

(f) to reimburse any expenditures made prior to the issuance date of the Applicable Tax-Exempt Bonds except those that qualify as a reimbursement of prior capital expenditures, based upon an opinion of Bond Counsel, at the expense of the Local Borrower, delivered to the Department and the Corporation.

(12) The Local Borrower does not intend to sell or otherwise dispose of the Project or any portion thereof during the term of the Applicable Tax-Exempt Bonds except for dispositions of property in the normal course at the end of such property's useful life to the Local Borrower.

(13) None of the Semiannual Loan Payments shall be federally guaranteed within the meaning of Section 149(b) of the Code.

2.03. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Borrower's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Borrower and shall constitute a valid and legal obligation of the Local Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable

2.04. AUDIT AND MONITORING REQUIREMENTS.

The Local Borrower agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$1,750,000	140131

(2) Audits.

(a) In the event that the Local Borrower expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Borrower, the Local Borrower must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Borrower shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Borrower shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Borrower expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the $750,000 threshold has not been met. In the event that the Local Borrower expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Borrower's resources obtained from other than State entities).

(d) The Local Borrower is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Borrower should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Borrower directly to the Department at either of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Borrower in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Borrower will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Borrower shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Borrower shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Borrower fails to make a required Monthly Loan Deposit, the Local Borrower’s chief financial officer shall notify the Department of such failure. In addition, the Local Borrower agrees to budget, by amendment if necessary, from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give the Corporation a superior claim on any revenues over prior claims of general creditors of the Local Borrower, nor shall it be construed to give the Corporation or the Department the power to require the Local Borrower to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Borrower's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Corporation.

ARTICLE IV - PROJECT INFORMATION

4.01. RESERVED.

After the Department's environmental review has been completed, the Local Borrower shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Planning Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.03. LOAN DISBURSEMENTS.

Disbursements shall be made only by the Trustee for expenses incurred by the Local Borrower upon receipt of a requisition in the form provided under the Indenture executed by the Department. Disbursements shall be made directly to the Local Borrower for reimbursement of the incurred planning costs and related services. A requisition for disbursements shall be made upon receipt by the Department of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Borrower for disbursements of the planning funds shall be made using the Department’s disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Borrower shall maintain rates and charges for the services furnished by the Infrastructure Surtax which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Borrower shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Borrower shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge based on the Local Borrower's uniform schedule of rates, fees, and charges.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Local Borrower shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Borrower shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Borrower may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Borrower shall use its best efforts to collect all rates, fees and other charges due to it. The Local Borrower shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Borrower, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Borrower by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Borrower to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Borrower, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION .

From and after the effective date of this Agreement, the Corporation shall have a lien on the Pledged Revenues, which along with any other Corporation State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Borrower under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department’s consent pursuant to Section 7.02. The Corporation may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Borrower may issue additional debt obligations on a parity with, or senior to, the lien of the Corporation on the Pledged Revenues provided the Department’s written consent is obtained. Such consent may be granted if the Local Borrower demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Borrower and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Corporation. If at any time the Local Borrower shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Corporation shall be no longer in effect. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Corporation or its assignees and shall be subject to approval by the Corporation. There shall be no penalty imposed by the Corporation for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, and the Department for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Borrower shall provide access to offices and other sites where Planning Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Corporation and the Department at any reasonable time. The Local Borrower shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Local Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, but excluding the Loan Service Fee, have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds and the Trustee shall be entitled to act hereunder, and by the execution of this Agreement the Local Borrower in all respects consents to such assignment. The Corporation, the Department and the Trustee may further assign all or any parts of their rights under this Agreement without the prior consent of the Local Borrower after written notification to the Local Borrower. The Local Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Borrower to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Borrower, suspend or terminate this Agreement.

(1) Failure of the Local Borrower to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Borrower, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Local Borrower.

In the event that following the execution of this Agreement, the Local Borrower decides not to proceed with this Loan, this Agreement can be cancelled by the Local Borrower, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. PUBLIC RECORDS ACCESS.

(1) The Local Borrower shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Borrower shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Borrower to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Borrower in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services

Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.10. SCRUTINIZED COMPANIES.

(1) The Local Borrower certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower or its subcontractors are found to have submitted a false certification; or if the Local Borrower, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Borrower certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Borrower, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Borrower agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Borrower under this Agreement in the following events, as determined by the Department:

(1) The Local Borrower abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Borrower is rendered improbable or the Department has reasonable grounds to be insecure in Local Borrower's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Borrower in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Borrower of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

The Local Borrower shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Borrower prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Borrower, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCPAL AMOUNT OF LOAN.

The principal amount of the Loan is $1,750,000, which includes $1,750,000 to be disbursed to the Local Borrower and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Borrower, but is amortized via periodic Loan repayments as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $35,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $1,750,000. The Loan Service Fee is estimated at the time of execution of the Loan Agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final Loan amendment. The Local Borrower shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation

Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Borrower and returned to the Department before April 1, 2022 the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The amount of the Loan proceeds authorized for disbursement and associated Capitalized Interest will be treated as the Loan principal for computing the Semiannual Loan Payment. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and the actual Loan Service Fee, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Corporation will deduct the Loan Service Fee and all associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $44,625 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be paid to, and must be received by the Trustee beginning on September 15, 2024 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $1,785,000, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Local Borrower's audit or the Department's audit.

The Local Borrower agrees to the following estimates of the Project costs:

CATEGORY	PROJECT COSTS ($)
Planning Activities costs	1,750,000
Capitalized Interest	0
TOTAL (Loan Principal Amount)	1,750,000

10.07. SCHEDULE.

All Planning Activities shall be completed no later than the date set forth below.

(1) Invoices submitted for work performed on or after August 11, 2021 may be eligible for reimbursement.

(2) Completion of all Planning Activities for all Project facilities proposed for loan funding no later than March 15, 2024.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than March 15, 2024.

(4) The first Semiannual Loan Payment in the amount of $44,625 shall be due September 15, 2024.

10.08. SPECIAL CONDITIONS.

Prior to execution of this Agreement, the following items must be submitted:

(1) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge; and

(2) A signed contract between the engineering consulting firm and the Local Borrower with specific details of the planning work to be completed.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement SW280230 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

______________________________ _______________

Chief Executive Officer Date

____

Reviewed and approved by the Corporate Secretary

for
HIGHLANDS COUNTY

____

Chairperson

Attest:

I attest to the opinion expressed in Section 2.03, entitled Legal Authorization.

______________________________ ______________________________

County Clerk County Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

____

Secretary or Designee

RESOLUTION NO. 21-22-98

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE CLEAN WATER STATE REVOLVING FUNDN PLANNING LOAN AGREEMENT NO: SW280230; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County has determined that it is necessary for it to conduct a drainage study in targeted areas of the County in order to identify opportunities for improements in water quality and flood control in Highlands County; and

WHEREAS, on November 16, 2021, the County approved submission of an application to the Florida Department of Environmental Protection for a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan; and

WHEREAS, Highlands County was awarded a loan to conduct the necessary drainage study and is able to make the required loan payments through use of infrastructure sales surtax revenues; and

WHEREAS, the County has determined that it is in the best interest of the health, safety and welfare of the public to accept the loan.

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

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

SECTION 2. <u>**Approval of Agreement and Authorization to Execute.**</u>

A. The Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan Agreement No. SW280230, attached hereto as **Exhibit "A"** (Agreement), is hereby approved and the Chairperson or designee thereof is authorized to execute the same on behalf of the County.

B. To the extent future amendments to the Agreement are necessary, as long as such amendments do not materially alter the Agreement and the same have been approved by the County Attorney and County Administrator, the Chairperson or a designee thereof is hereby authorized to execute such amendments to the Agreement on behalf of the County without further action by the Board of County Commissioners.

C. The County Administrator shall notify the Board of County Commissioners, by way of informational agenda item, of any amendment executed pursuant to this Resolution. Failure of the County Administrator to notify the Board of County Commissioners related to any such amendment shall not in any way invalidate the same.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan Agreement No. SW280230, 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.

Signatures on Following Page

PASSED AND ADOPTED this ___ day of ______________, 2022.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Kathleen G. Rapp, Chairperson

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Florida Water Pollution Control Financing Corporation
Clean Water State Revolving Fund Planning
Loan Agreement No. SW280230

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of March 23, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: COUNTY ATTORNEY LOG.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 7	Sarah Albritton	Lincoln Heights Park Lease Agreement	MR-Survey just obtained
2	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
3	Priority 4	Clinton Howerton	Lot Splitting	SS-under review
4	Priority 7	Jonathan Harris	W. County Line Rd. Agreement	SS-FINISHED
5	Priority 4	Laurie Hurner	UF Highlands Faculty Staff MOU	Assigned/SS
6	Priority 8	BOCC	IMWID Letters/Easements	SS- 2 of 4 received
7	Priority 4	David Nitz	Heart of FL Legal Aid Society Agreement	Assigned/SS- Need more info
8	Priority 4	Casey Hartt	TDC Grant Contract Change Order/Amendment- GFNY	MR-Need more info
9	Priority 4	Legal	Facilities Use Agreements- Review and Revisions on all forms from all departments	SS- In review
10	Priority 4	Ingra Gardener	Non-profit Criteria/Applications/policies	MR/SS- Under review & collecting info
11	Priority 4	Randy Vosburg	Heartland Regional Resiliency Coalition	MR- Under review
12	Priority 4	Tanya Cannady	Public Notice Hearing/Ordinances (4/ea.)	SS- Under review
13	Priority 4	Meghan DiGiacomo	Sebring/EDC Interlocal Agreement	SS- Under review
14	Priority 4	Ginger Svendsen	Use Agreement for Health Department	MR-under review
15	Priority 4	Ingra Gardner	Bari Pop-Up Story Times	SS-Need more info

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of March 22, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Project Updates (FINAL) 04.05.2022.pdf
Status - Commissioner's Priorities (FINAL) 04.05.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Road & Bridge - Engineering	Memorial Drive Culvert Replacement and Extension PROJECT	Bids were received; Only 1 bid which was over the budgeted amount	More quotes are being attained in efforts to contract out the dewatering functions with Road & Bridge performing the culvert installation	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	Held Pre-Construction Meeting	Tentative Start of Construction	Ongoing
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Complete	Bid Project	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Contractor & FDOT approval of revised contract.	BOCC approval of contract	Ongoing
9	Engineering	19016 Sun N Lake Sidewalk -LAP project		Approval of BID documents	Ongoing
10	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. Applied for Enterprise Florida infrastructure grant for strategic site development. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. A RFI was issued and 2 responses received. The RFP will be issued shortly. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds so the county will not be liable to repay the $4.5M.	Ongoing
11	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
12	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Actively working with Econ. Dev & IT, as well as Spring Lake to develop plan for grants to begin work in the area.	To monitor Office of Broadband and State initiatives	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
13	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis re-mount on order. 1 Air/Light unit on order. We are awaiting ETA's on deliver of the rescues due to supply chain issues and chassis delays. Construction and planning continues on fire stations. Station 20 and Station 36 along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
14	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Met with animal control staff to determine new scope. Received animal shelter design from architect. Still pending site design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
15	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	BOCC and the Hospital District Board approved resolutions supporting changes to FS 155.40, and Staff have submitted those resolution to Rep. Tuck's office. Additionally an email has been prepared to be sent to the other counties who will be affected by the changes to the statute, requesting that they adopt similar resolutions. Staff have met the new CEO of Highlands Regional.	Met with the new CEO of Highlands Regional, and bring him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring. Which has started and should finish by early Summer 2022.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by Summer 2022.	Summer 2022
Priority 3	Tanya Cannady/Laurie Hurner	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Summer 2022
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination.	Site approved for Lake Placid, awaiting site improvements. Site approval with Sebring pending. Negotiating agreement with Avon Park.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application pending.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Florida Fish and Wildlife Conservation Commission Contract No. FWC21146.**

STATEMENT OF ISSUE

Attached for informational purposes is the fully executed Florida Fish and Wildlife Conservation Commission Contract No. FWC21146 which was inadvertently signed electronically on March 7, 2022, on behalf of the County, prior to the date of actual approval by the Board on March 15, 2022. Acknowledgement of this document will update the official county record with the fully executed version of the agreement which shall be replaced as Exhibit "A" to Resolution No.: 21-22-89.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: FWC Contract 21146_Highlands County.pdf

Governmental Contract

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Contract No. FWC21146

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County, FEID number 596000655, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter "Contractor", collectively, "Parties".

INTRODUCTORY CLAUSES

The Commission and the Contractor intend to partner together to provide all labor, equipment, and herbicides for aquatic vegetation control services on eligible water bodies within Highland County;

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes (F.S.); and such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor's response to the Commission's solicitation is hereby incorporated by reference.

Section 2. PERFORMANCE.

A. Contractor Performance.

The Contractor shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products, or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. The Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes, and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability, integrity, and reliability to assure good-faith performance. The Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event the Contractor's ability to perform under this Contract becomes compromised.

B. Contractor Responsibilities.

The Contractor agrees that all the Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

C. Commission Rights to Assign or Transfer.

The Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

Section 3. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by both Parties, or February 28, 2022, (whichever is later), and end three-years after date of execution or after February 28, 2022, inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

B. Renewal – Competitive Procurement.

If this Contract was competitively procured pursuant to Section 287.057, Florida Statues, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in Attachment A. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

C. Renewal – Exceptional Purchase.

If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract.

Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

D. Renewal Period.

This Contract may be renewed for a period not to exceed three (3) years.

E. Extension.

If this is a contract for contractual services, any extension of this contract as provided for in Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Contractor under the terms of this Contract, the Commission shall pay the Contractor on a cost reimbursement basis. This is a Master Agreement; funding allocated each fiscal year with an executed Task Assignment Notification Form.

B. Payments.

The Commission shall pay the Contractor for satisfactory performance of the tasks identified in Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must be obligated, and all work completed by the Contractor by the end of the Contract period.

C. Invoices.

Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically to the attention of the Commission's Contract Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Travel Expenses.

If authorized in Attachment A, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, the Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If any deliverables in Attachment A indicate some portion of the Contract is cost reimbursable, the Contractor shall be paid on a cost reimbursement basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for reimbursement, costs must be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Contractor met the minimum performance standards established in the Contract. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Contract have been met.

Listed below are types and examples of their supporting documentation:

i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Contract period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.

v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Contract's budget breakdown. Indirect costs must be in the approved Contract budget and the Contractor must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Fixed Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed price, the Contractor shall be paid on a fixed price basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. Contracts including services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or a milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable. For example, Contracts paying for months of prevention services for 25 youth or to create a museum exhibit (to be paid out in phases upon reaching specified percentages of completion) are frequently paid on a fixed price basis. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable.

I. Fixed Unit Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed fee price, the Contractor shall be paid on a fixed fee/unit rate basis for "as needed" services in which the specific quantity of units to be completed each period are variable as identified in Attachment A. Fixed Fee/Unit Rate deliverables are generally used when the Contracts' tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. To be eligible for payment, costs must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

J. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., governing time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or Attachment A, specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

K. Electronic Funds Transfer.

The Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

L. Vendor Ombudsman.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

Section 5. MYFLORIDAMARKETPLACE VENDOR REGISTRATION AND TRANSACTION FEE.

A. MyFloridaMarketPlace

In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace

Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

B. Transaction Fee.

Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.033(3), F.A.C., shall be assessed a Transaction Fee, which the Vendor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Section 6. RETURN OR RECOUPMENT OF FUNDS

A. Overpayments to Contractor.

The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Commission. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to the "Florida Fish and Wildlife Conservation Commission".

B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.

If the Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Contractor under this Contract or any other contract between the Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between the Contractor and the Commission, the Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

Section 7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. The Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 8. MONITORING.

The Commission's Contract Manager shall actively monitor the Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A.

Section 9. TERMINATION.

A. Commission Unilateral Termination.

The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. Termination – Fraud or Willful Misconduct.

This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide the Contractor with written notice of termination.

C. Termination - Funds Unavailability.

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

E. Contractor Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 10. REMEDIES.

A. Financial Consequences.

In accordance with Section 287.058(1)(h), F.S., provided for in Attachment A, contains clearly defined deliverables. If the Contractor fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be deducted from the Contractor's payment. The Commission shall apply any additional financial consequences identified in Attachment A.

B. Cumulative Remedies.

The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

Section 11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

COMMISSION CONTRACT MANAGER CONTACT INFORMATION:

Kat Ethridge
Operations and Management Consultant I
Invasive Plant Management Section
3800 Commonwealth Boulevard, M.S. 705
Tallahassee, Florida 32399-3000
(850) 717-2129
kat.ethridge@myfwc.com

VENDOR CONTRACT MANAGER CONTACT INFORMATION:

Jonathan Harrison
Road and Bridge Director
Highlands County Board of County Commissioners
4344 George Boulevard
Sebring, Florida 33875
(863) 402-6529
jharrison@highlandsfl.gov

Section 12. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

Section 13. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. The Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor.

ii. **Proceeds Related to Intellectual Property Rights**. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.

iii. **Commission Intellectual Property Rights**. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Contract is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state.

ii. **Use.** State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

i. **Non-Expendable Property Defined**. For the requirements of this section of the Contract, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of $5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of $250.00 or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Contract unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

Section 14. RELATIONSHIP OF THE PARTIES.

A. Independent Contractor.

The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

B. Contractor Training Qualifications.

The Contractor agrees that all the Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. The Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

Section 15. SUBCONTRACTS.

The Contractor is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

A. Authority.

The Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission in coordination with the Contractor reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Contractor further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. Contractor Payments to Subcontractor.

If subcontracting is permitted pursuant to Paragraph A, above, the Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor. The Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor as Independent Contractor.

If subcontracting is permitted pursuant to Paragraph A above, the Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

Section 16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees.

This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor or its affiliates.

B. Convicted Vendors.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

iii. **Vendors on Scrutinized Companies List.** The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. the Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Contract, the Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, the Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) The Contractor will be able to perform the Contract in accordance with its terms and conditions; and b.) The Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

Section 17. INSURANCE.

The Contractor warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.

Section 18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 19. PUBLIC RECORDS.

A. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

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

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission 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 Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 20. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., the Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 21. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

Section 22. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities.

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention.

Unless otherwise specified in the Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Contract, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to $25,000.00 awarded on or after October 1, 2010, are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

Section 23. FEDERAL COMPLIANCE.

As applicable, the Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act.

The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act".

The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, Contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement.

37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Energy Efficiency.

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).

H. Debarment and Suspension Contractor Federal Certification.

In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. Compliance with Office of Management and Budget Circulars.

As applicable, the Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

Section 25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials.

The Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Contractor is not a state agency or subdivision as defined above, the Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.

iii. The parties have two weeks after notice to agree in writing upon a mediator.

iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
   a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

   b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.

   c. The terms of this Contract and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

   d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By signing this Contract, the Contractor affirms that the Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of quantum meruit.

Section 31. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

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

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at https://www.e-verify.gov.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

Section 35. MEDIA REQUESTS.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Contract, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

Section 36. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

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SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
DocuSigned by: Kathleen G. Rapp 807EA8EE424B453	DocuSigned by: Jennifer Fitzwater 16FF67E11E4F423
Kathleen G. Rapp, Chairperson	Executive Director (or Designee) Signature
Kathleen G. Rapp	Jennifer Fitzwater
Print Name	Print Name
Chairperson	Chief of Staff
Title	Title
03-07-2022 | 10:24 AM EST	03-08-2022 | 3:41 PM EST
Date	Date

ATTACHMENTS

Attachments in this Contract include the following:

- Attachment A Scope of Work
- Attachment B Task Assignment Notification Form
- Attachment C Task Assignment Change Order Form
- Attachment D Approved Water Bodies
- Attachment E Approved Plant Species Listing
- Attachment F Approved Chemical Control Listing
- Attachment G Report of Operation Form (454)
- Attachment H Equipment Usage Rates
- Attachment I Subcontractor Status Report

ATTACHMENT A

SCOPE OF WORK

Highlands County Board of County Commissioners

A. DESCRIPTION OF SERVICES

The Florida Fish and Wildlife Conservation Commission (Commission) will contract with the Highlands County Board of County Commissioners (Contractor) to provide aquatic vegetation control services on eligible water bodies within Highlands County. Services will be performed per the Scope of Work (Attachment A) and the terms and conditions within an executed formal contract. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission.

The services to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described herein for the control of aquatic plants, specifically within the areas outlined and generally as needed in eligible public waters within the boundaries of Highlands County.

Each State fiscal year a Task Assignment Notification Form (Task) will be issued. Copies of Task Assignment Notification Form and Task Assignment Change Order Form (TACO) are attached as Attachments B and C. The Task will inform the Contractor of the time-period for services to be conducted and the funding allocated for expenses during the service period. If the time-period for services or funding changes during a State fiscal year a TACO will be created and fully executed.

Once an executed contract and Task are in place, the Commission's Site Manager (RBs) will work together with the Contractor, regarding aquatic plant management on eligible water bodies. The Contractor and/or the Commission's Site Manager (RBs) shall submit a weekly Schedule of Operations in the Commission's Invasive Plant Management Section (IPM) Plant Management Authorization Reporting System (PMARS) application. The weekly schedule will contain, treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. It is the Contractor's responsibility to read and understand all treatment protocols as listed in the schedule.

B. BACKGROUND

The control of aquatic vegetation is a program under the Commission's Division of Habitat and Species Conservation, Invasive Plant Management Section (IPM). The program staff manages aquatic vegetation on approximately 465 public water bodies throughout the State of Florida. Management of aquatic vegetation involve State, Federal and Local governments and is funded by State dollars and sometimes Federal dollars.

C. SUPPORT OF COMMISSION MISSION/RETURN ON INVESTMENT

The aquatics program works to reduce the negative impacts from invasive nonindigenous plants, such as, water hyacinth, water lettuce and hydrilla to preserve approximately 465 public water bodies within Florida. The management and maintenance of aquatic vegetation is critical and key to keeping low levels of invasive aquatic vegetation to sustain navigational, flood control and recreation, while also protecting native plant habitat for fish and wildlife. The Commission's IPM Tallahassee staff and Site Managers work with stakeholders to identify primary uses and functions of each waterbody.

D. DEFINITIONS

1. **Task Assignment Change Order (TACO):** A formal document completed and fully executed when there is a time-period or funding change to an existing executed Task Assignment Notification.

2. **Commission's Site Manager (RBs)**: Regional Biologists located in the Invasive Plant Management Section offices throughout the State of Florida. Oversee treatments being conducted by Contractors.

3. **Plant Management Authorization Reporting System (PMARS)** – The computer program utilized by IPM staff and Contractors to input data to generate reports, schedule treatments, track chemicals used and create invoices for aquatic vegetation services.

4. **Bump treatment** – A follow-up chemical treatment.

5. **Report of Operation Form** - A form used to report water body, plant species, chemicals/ adjuvants used, acres treated and staff and equipment hours. Submitted monthly with invoice to show cost of treatments conducted. Also, referred to as a Form 454.

6. **Hours** – Time worked during aquatic vegetation control services to be calculated as follows: The number of individual crew members working the treatment multiplied by daily hours worked multiplied by days worked to complete treatment. **Example**: Four (4) individual crew members work eight (8) hours a day for three (3) days to complete a treatment, total number of hours would equal ninety-six (96).

7. **Schedule of Operation** – A weekly schedule created by the Commission's Site Managers to show time-period, water body name, plant species, method of control (chemical), acres to be treated, chemical rate and notations regarding work area for services to be conducted by the Contractor. The schedule is created in PMARS.

8. **Unforeseen Circumstances** – Situations beyond reasonable control of the Contractor that constitutes a justification for a delay in the Contractor performing required services.

9. **Technical Issues** – Unforeseen equipment (hardware) or software failures that make it difficult or impossible for the Contractor to perform required action.

E. DELIVERABLES

1. Specific Project Deliverables & Associated Tasks

The Contractor is to perform monthly aquatic vegetation control services to include, applying chemicals (liquid and solid formulations) from small to moderate size areas of floating and emergent plant species, small acres of submersed vegetation, to several acres of hydrilla during large-scale management operations on eligible water bodies within Highlands County (Attachment D, Approved Water Body Listing). The Contractor may also be required to provide snagging services (cutting and removing fallen timber from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points. Only plant species shown on the Approved Plant Species Listing (Attachment E) can be treated and with only the chemicals listed on the Approved Chemical Control Listing (Attachment F). The Commission's Site Managers and/or the Contractor will post a Schedule of Operations in PMARS each week to show services to be conducted. If services are conducted before a Task has been fully executed the Contractor may not be paid for services rendered.

2. Minimum Level of Performance

Aquatic vegetation control services and/or other services are to be conducted to maintain floating and emergent plant species, water hyacinth, water lettuce and hydrilla at the lowest feasible levels to maintain recreational and navigational areas on eligible water bodies within Highlands County. Levels of control are to be coordinated with the Commission's Site Managers. The Contractor and/or the Commission's Site Managers will create a Schedule of Operations each week in PMARS containing, treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. The Contractor must review each schedule and contact the Commission's Site Manager if any questions regarding the services to be conducted.

The Contractor is required to have a GPS tracking system attached to each spray rig system while on a vessel, or any other spray rig being used to apply herbicides. Each system must be checked daily to capture the data necessary to verify services being conducted under the Contract, and all Task and TACOs issued.

NOTE: The Commission may reduce payment for work shown on a 454 form by ten percent (10%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

3. Documentation/Criteria Used as Evidence of Performance

a. Itemized invoice signed by the Contractor's Contract Manager or designee.
b. Completed and approved (signed) Report of Operation forms (Attachment G).
c. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manger stating who has been delegated to sign as the Contractor's Contract Manager (designee).
d. The Contractor is required to identify each GPS device on the form 454 to enable GPS tracks to be tied back to a specific weekly treatment.
e. Documentation showing the hourly rate of pay for each staff member who worked during the month. Documents must cover the time-period worked.
f. Copies of current chemical invoices showing price for products used conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. Copies of purchase orders or inventories **are not** considered proof of purchase or price and will not be accepted.
g. Copies of travel documents if authorized travel occurred during a month of services.

4. Timeline for Completion

Contractual services are to be conducted monthly and within the time-period of each executed Task or TACO issued under the executed Contract. Work will be performed only during weekdays (Monday through Friday) between the hours of 7:00 a.m. and half (1/2) hour after legal sunset. No weekend work is authorized unless prior written (email) approval has been received from the Commission's Contract Manager. Task will be issued at the beginning of each State fiscal year to show time-period for services to be rendered.

F. FINANCIAL CONSEQUENCES

If the Contractor fails to meet the established minimum performance level for the specified deliverable, the Commission may reduce payment by ten (10) percent. Allowance will be made for non-compliance to minimum performance levels if the reason is due to circumstances beyond the Contractor's control.

Additionally, if the Contractor materially fails to comply with the terms and conditions of the Contract, including any Federal or state statutes, rules, or regulations applicable to the Contract, the Commission may take one or more of the following actions, as appropriate for the circumstances:

1. Temporarily withhold cash payments pending corrections of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partially suspend or terminate this Contract.
4. Take other remedies that may be legally available.

G. PERFORMANCE

1. The Contractor shall provide all labor, equipment, and chemicals for aquatic vegetation control, within Highlands County, or a water body that may impact public waterbodies within Highlands County. The approved public water bodies within the boundaries of Highlands County on which services may be rendered are shown on the Approved Water Body List (Attachment D). The Contractor shall work with the Commission's Site Managers to create prescriptions for treatments.

2. Any services conducted outside the boundaries or listing must be approved by the Commission's Contract Manager and an executed Contract Amendment must be in place before services are to be conducted.

3. Only the plant species listed on Attachment E are to be treated when found on eligible public water bodies within Highlands County and can only be treated with the approved chemicals listed on Attachment F. The Contractor is to follow the Schedule of Operation posted each week in PMARS.

4. If there is a change to the approved water bodies, plant species or chemical control listings a Contract Amendment must be created and fully executed before any services are rendered. No services stated within the Amendment are to be performed until a fully executed Amendment is in place.

5. In addition to chemical control services, the Contractor may be required to provide snagging services (cutting and removing fallen timbers from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points.

6. Each State fiscal year a Task will be executed to show when contractual services are to begin and end, and funding allocated for expenditures. If the time-period or funding during a fiscal year is either increased or reduced, a TACO must be created to show the difference and fully executed.

7. The Contractor's staff conducting aquatic vegetation control, as well as other services, shall hold all valid licenses necessary to perform contractual services and these licenses must be kept current.

8. The Contractor shall perform work in a manner that maximizes cost-effective control of target plants while protecting to the greatest degree practicable, non-target flora and fauna, the environment, and the public from work operations.

9. The Contractor shall have all vessels prominently marked with the Contractor agency (company/organization) name.

10. The Contractor shall arrive at the beginning of each work period with the appropriate chemical(s) and additive(s) required to make the necessary chemical applications. Transportation of these chemical(s) and additive(s) must be in accordance with the U.S. Environmental Protection Agency (USEPA) label and the Florida Department of Agriculture and Consumer Services regulations.

11. The Contractor shall supply and post signs indicating applicable water use restrictions at access points in the treatment area and at appropriate shoreline locations. The Contractor shall also be responsible for the removal of the signs once the use restriction period is over.

12. The Contractor shall follow label instruction to properly dispose of all chemical and adjuvant containers.

13. The Contractor may have at each work site, a properly functioning wind meter and a properly functioning oxygen meter.

    a. The Contractor shall record wind readings prior to starting and hourly during all liquid phenoxy or phenoxy-like chemical applications pursuant to the Department of Agriculture and Consumer Services rules in Chapter 5E-2, F.A.C.

    b. The Contractor may take oxygen readings before commencing management operations and contact the Commission's Site Manager before starting management operations if the dissolved oxygen level is below five (5) parts per million.

    c. The Commission's Site Manager may require the Contractor to take oxygen readings before commencing management operations. The Commission's Site Manager is to inform the Contractor in writing (email) with the name of the water body, number of readings to be taken and days the readings are to be completed. The Contractor is to inform the Commission's Site Manager of the data collected in writing (email) prior to starting management operations. If the Contractor informs the Commission's Site Manager of the data collected via a phone call, the Contractor must follow up in writing (email). The data shall also be recorded on the Report of Operation form for the water body on which services were performed.

14. The Contractor shall perform regular equipment maintenance activities to reduce leaks, spills, or other unintended discharges of pesticides associated with the application of pesticides covered under this contract. In addition, the Contractor shall maintain pesticide application equipment in proper operating condition by adhering to manufacturer's recommendations and industry practices, and by calibrating, cleaning, and repairing such equipment on a regular basis to ensure effective pesticide application control.

15. Individual Applicator Assessment/Training

The Contractor's individual applicators will be held to following all rules and regulations created by the Department of Agriculture and Consumer Services regarding aquatic plant management and the application of herbicides. Individual applicators must hold valid certifications to perform services under the Contract, Tasks and TACOs. During the time-period of the contract the Contractor's individual applicators will be assessed by the Commission's Regional Site Managers during treatments. If the Commission's Site Manager determines an individual applicator is failing to be responsible while performing plant management activities, the Commission's Site Manager will notify the Commission's Contract Manager. The Commission's Site Manager will need to submit written document (email, memo, etc.) to the Commission's Contract Manager notating information regarding the individual applicator and the issues that have been seen. After review of the documentation, the Commission's Contract Manager will contact, via email, the Contractor's Contract Manager and Project Manager stating that the individual applicator will be suspended from working under any Commission contracts/Tasks/TACOs until further notice. The Contractor must have the individual applicator retrained and submit documentation to the Commission's Contract Manager showing proof that training was taken, and the applicator is eligible to be reinstated. The Commission's Contract Manager will review the documentation and send a written notification (email) to the Contractor's Contract Manager either approving or denying reinstatement. Communication via emails, phone calls and Team meetings may take place throughout the process. Final decision must be sent in writing (email).

16. Global Positional Satellite (GPS) Tracking Systems

a. The Contractor must use an FWC Invasive Plant Management Section approved GPS tracking system. The GPS tracking system must be made up of a GPS unit and switch to detect flow. The Contractor's system must provide an automated transfer of GPS tracks into the Commissions system.

b. The Contractor must have a GPS tracking system attached to each spray rig being utilized for services under the Contract, and all Tasks and TACOs issued under the Contract. A GPS tracking system must be a part of all spray rig systems while on a vessel, or any other spray rig being used to apply herbicides.

c. The Contractor must always have the GPS tracking system running while conducting services under the Contract, and all Tasks and TACOs issued under the Contract.

d. The system must be capable of recording vessel travel on the water and periods of activation/inactivation of herbicide flow.

e. The Contractor must identify each GPS device on the 454 forms submitted with monthly invoices to enable GPS tracks to be tied back to a specific weekly treatment.

f. The Contractor must share all data collected from the GPS systems during herbicide treatments. The data collected will determine if a Contractor is being productive and conducting treatments within the areas approved during work hours.

g. If the Contractor has unforeseen circumstances and technical issues with the tracking system, staff must contact the Commission's Contract Manager and/or Site Manager via a phone call within a one-hour period of an issue to explain why the tracking system is not operational. The Contractor must follow-up the phone call with an email to be placed in the contract file. The email must be sent within a period of 24 hours after the initial phone call was placed.

h. The Commission may reduce payment for work shown on a 454 form by twenty-five percent (25%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

All work shall be conducted Monday through Friday, unless approved in advance by the Commission's Site Manager. The Contractor shall be prepared to commence management operations (i.e., leave the boat ramp headed for the control site) at or before 8:00 a.m. to maximize effective work time before wind and rain can interrupt operations.

The Commission's Site Managers will work with the Contractor when there is a Federal or State observed holiday and during duck hunting season regarding services to be conducted.

H. RENEWALS AND EXTENSION

See Page two (2) and three (3) of the Contract for further language regarding renewals and extensions.

I. COMPENSATION AND PAYMENT

1. FIXED PRICE RATES/COST REIMBURSEMENT

The Commission shall pay the Contractor for aquatic vegetation control services based on cost reimbursement in accordance with rates shown for employee's hourly rate of pay and the use of authorized chemicals. The Contractor will only be reimbursed for the actual hours worked and the amounts of authorized chemicals used for control services. The Commission shall pay the Contractor for equipment used during aquatic vegetation control services based on a fixed price (hourly rate) in accordance with rates shown on the Equipment Usage List (Attachment H).

Monthly invoices that are requesting reimbursement for services conducted by a Subcontract must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor.

Executed Task issued will show State funding to be expended during a fiscal-year time-period.

2. INVOICE SCHEDULE

Itemized invoices are to be created using the PMARS (Plant Management Authorization Reporting System) system and submitted monthly to the Commission's Contract Manager by the 20th of each month except for the invoice for the month of June. Monthly invoice packages must include a Contractor's Contract Manager (or designee) signed invoice, signed, and approved Report of Operation forms (Attachment G), copies of payment stubs and current chemical invoices (no purchase orders or inventories) for each product used for services during the month and travel documents if travel was authorized. Only costs directly related to the contractual services being provided will be reimbursed. The invoice for June must be submitted within the time-period given by the Commission's Contract Manager or designee. All invoices must reflect the FWC Contract number and the current fiscal year Task number.

3. TRAVEL EXPENSES

Any travel for conferences, workshops, or anything other than overnight travel for the purposes of carrying out contractual services must have prior written (email) approval from the Commission's Contract Manager. An email shall be sent to the Commission's Contract Manager requesting prior approval and a response must be received back from the Commission's Contract Manager in writing (email) showing approval for requested travel. Reimbursement for travel shall be submitted through the PMARS system with the monthly invoice.

See Contract for applicable terms and conditions related to travel regarding Florida Statutes and reimbursement.

4. FORMS AND DOCUMENTATION

The list below is required for monthly invoices:

a. Itemized invoice signed by the Contractor's Contract Manager or designee.
b. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manager stating who has the Delegation of Authority to sign as the Contractor's Contract Manager.
c. Completed Report of Operations forms, signed by contracting staff and approved by the Contractor's Contract Manager or designee.
d. Copies of current invoices for any chemical products used for services conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. **Copies of purchase orders or inventories are not considered proof of purchase or price and will not be accepted.**
e. Employees pay information, documents showing each staff member who worked during the month under the contract and their hour rate of pay (pay stub).

f. Copies of travel documents if authorized travel occurred during a month of service.
g. Proof of payment of Subcontractor's if utilized.

Note: See Section G. Cost Reimbursement of the Contract for further details regarding documentation submitted for cost reimbursement contracts.

J. MONITORING SCHEDULE

The Contractor will conduct site visits to inspect water bodies within 2 to 4 weeks after treatments have been conducted to see if the objective of the treatment were met or if retreatment (bump) and revision to chemical prescription needs to be made.

The Commission's Site Managers will conduct surveys on the water bodies within Highlands County to look for new infestations and to assess the overall water body condition. During the time-period for services to be rendered, the RBs will conduct site visits and field inspections to evaluate work conducted and compare (reconcile) to the Report of Operation forms that have been submitted with the monthly invoices for payment.

K. SUBCONTRACTS

Subcontracting will be allowed only if the Contactor is not available to conduct contractual services. A copy of the Contractor's Subcontract agreement must be sent to the Commission's Contract Manager for review and approval before the Subcontractor is authorized to conduct contractual services. The Contractor must coordinate with the Commission's Contract Manager and Site Manger before Subcontractors perform any services.

The Contractors monthly invoices requesting reimbursement for services conducted by a Subcontractor must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor. The **Subcontractor Status Report (Attachment I)** shall be submitted with each invoice for payment.

See pages nine (9) and ten (10) of the Contract for further terms and conditions related to subcontracts.

L. SPECIAL PROVISIONS

1. CONTRACTOR

The Contractor must provide an applicator certified with a Florida Department of Agriculture and Consumer Services, Restricted Use Pesticides License in the Aquatic Pest Control category for each on-site work being conducted.

2. CHEMICAL

All chemicals shall be used in accordance with the U.S. Environmental Protection Agency (USEPA) label. The Contractor shall have a copy of the USEPA chemical label and Material Safety Data Sheet (MSDS) at each control site for each chemical in the Contractor's possession.

The Contractor is liable for any penalty, fines or dames resulting from the misuse of chemicals. Chemicals are to be provided by the Contractor, as needed, depending on the type of aquatic vegetation to be treated. The Commission reserves the right, as its option, to furnish any or all the chemicals in lieu of reimbursement to the Contractor.

3. PMARS (Plant Management Authorization Reporting System)

The Contractor must use the PMARS online database for all reporting, invoicing and notifications associated with participation in the FWC IPM Aquatic Plant Control Program. The Contractor is responsible for the accuracy and security of all information input into PMARS. The Contractor will incur all costs for training staff in the proper use of PMARS including when any modifications or enhancements of the program take place for the original term and any renewal years of the executed contract.

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Attachment B

Task Assignment Notification Form
Contract Number: FWC

Task Assignment Number:
Task Assignment Term: Upon Execution to
Contractor Name:
Contractor's Contract Manager/Telephone:
Contractor's Site Manager/Telephone:
FWC Contract Manager/Telephone:

Task Description: Deliverables:

Cost Reimbursement Task Assignment Amount:

Invoicing Frequency:

Funding Information:

Org Code	EO	Fund	Category	Fiscal Year	Object Code	Amount
PID:						

Approvals:

Contractor

Contract Manager (or designee) Date

Print Name

Fish and Wildlife Conservation Commission

Contract Manager (or designee) Date

Section Leader (or designee) Date
Invasive Plant Management Section

Division Director (or designee) Date
Division of Habitat and Species Conservation

Executive Director (or designee) Date

cc: Contracts Office
Regional Biologist

Attachment C

Task Assignment Change Order Form
Contract Number: FWC

Task Assignment Number: Change Order Number Date:
Task Assignment Term:
Contractor Name:
Contractor's Contract Manager:
FWC Contract Manager:
FWC Site Manager:
Description of Change:

CHANGE IN TASK AMOUNT

	Cost Reimbursement
Original task amount:	$
Task amount prior to this change order:	$
Net decrease in task amount:	$
Task amount with all change orders:	$

CHANGE IN TASK TERM

Original task completion date:
Completion date prior to this change: Net increase/decrease in task period: Completion date with all change order:

Change in Funding Information:

Org Code	EO	Fund/FIO	Category	Fiscal Year	Obj. Code	Amount
PID:						

Approvals:

Contractor

Contract Manager (or designee) Date

Print Name

Fish and Wildlife Conservation Commission

Contract Manager (or designee) Date

Section Leader (or designee) Date
Invasive Plant Management Section

Division Director (or designee) Date
Division of Habitat and Species Conservation

Executive Director (or designee) Date

cc: Contracts Office
Regional Biologist

Attachment D

Approved Waterbody Listing – Highlands County

Name	County
Administration	HIGHLANDS
Tulane Lake	HIGHLANDS
Jackson Creek	HIGHLANDS
August, Lake	HIGHLANDS
Little Lake Jackson	HIGHLANDS
Catfish Creek	HIGHLANDS
Adelaide, Lake	HIGHLANDS
Apthorpe, Lake	HIGHLANDS
Arbuckle Creek	HIGHLANDS
Bonnet, Lake	HIGHLANDS
Carrie, Lake	HIGHLANDS
Clay Lake	HIGHLANDS
Damon Lake	HIGHLANDS
Dinner Lake	HIGHLANDS
Francis, Lake	HIGHLANDS
Glenada, Lake	HIGHLANDS
Henry, Lake	HIGHLANDS
Huntley, Lake	HIGHLANDS
Isabell, Lake	HIGHLANDS
Istokpoga Canal	HIGHLANDS
Istokpoga, Lake	HIGHLANDS
Jackson, Lake	HIGHLANDS
Josephine Creek	HIGHLANDS
Josephine, Lake	HIGHLANDS
June-In-Winter, Lake	HIGHLANDS
Lelia, Lake	HIGHLANDS
Letta Lake	HIGHLANDS
Little Red Water Lake	HIGHLANDS
Lotela, Lake	HIGHLANDS
Olivia, Lake	HIGHLANDS
Pioneer Lake	HIGHLANDS
Placid, Lake	HIGHLANDS
Red Beach Lake	HIGHLANDS
Red Water, Lake	HIGHLANDS
Sebring, Lake	HIGHLANDS
Stearns Creek	HIGHLANDS
Viola, Lake	HIGHLANDS
Administration	HIGHLANDS

Attachment E

Approved Plant Species Listing

Species	Common Name
Acer rubrum	Red Maple
Aeschynomene fluitans	Giant water sensitive plant
Albizia julibrissin	Mimosa tree
Alternanthera philoxeroides	Alligatorweed
Althaea officinalis	Marsh Mallow
Amaranthus albus	Prostrate Pigweed
Amaranthus australis	Southern amaranth
Ampelopsis arborea	Peppervine
Andropogon spp	Broomsedge
Azolla caroliniana	Carolina Mosquito Fern
Azolla pinnata	feathered mosquitofern
Baccharis angustifolia	Baccharis
Baccharis halimifolia/glomeruliflora	Groundsel tree
Bacopa caroliniana	Lemon Bacopa
Bacopa monnieri	Smooth Water Hyssop
Begonia cucullata	Wax begonia
Bidens spp	beggarticks
Blechnum serrulatum	Swamp Fern
Blue-Green Algae	Cyanobacteria
Brasenia schreberi	Water Shield
Cabomba caroliniana	Cabomba, Fanwort
Canna flaccida	Golden Canna
Canna spp. (exotic)	
Carex spp	Foxtail Sedge
Casuarina spp	Australian Pine
Cephalanthus occidentalis	Button Bush
Ceratophyllum demersum	Coontail
Ceratopteris thalictroides	Watersprite
Chara spp	Musk Grass
Cicuta maculata	Spotted Water Hemlock
Cinnamomum camphora	Camphor Tree
Cladium jamaicense	Saw-grass
Colocasia esculenta	Wild Taro
Commelina spp. (exotic)	Dayflower (exotic)
Cornus foemina	Swamp dogwood
Crassula helmsii	
Crinum americanum	Souther Swamp Lily
Cryptocoryne walkeri	Water trumpet
Cyperus alopecuroides	foxtail flatsedge

Cyperus articulatus	Jointed Flat Sedge
Cyperus blepharoleptos	Cuban Bulrush
Cyperus involucratus	Umbrella Flat Sedge
Cyperus papyrus	Egyptian papyrus
Cyperus prolifer	Dwarf Papyrus
Cyperus spp. (other natives)	NULL
Dalbergia sissoo	Indian rosewood
Decodon verticillatus	Swamp Loosestrife
Didiplis diandra	NULL
Echinochloa spp	Coast Cockspur
Echinochloa spp. (exotic)	NULL
Echinodorus spp	Creeping Burhead
Egeria densa	Elodea, Anacharis
Egeria najas	Narrow-leaf Anacharis
Eichhornia crassipes	Water Hyacinth
Eichhornia spp	
Eleocharis spp., emersed	Spikerush
Eleocharis spp., sub/floating	Horse Hair Grass, Hair Grass
Eupatorium capillifolium	Dog Fennel
Filamentous algae	Algae
Floating Plants (Eichhornia and Pistia)	Hyacinth/Lettuce Mix
Fontinalis spp	Common Water Moss
Fuirena spp	Lake Rush
Gordonia lasianthus	Loblolly bay
Habenaria repens	Water Spider Orchid
Hemarthria altissima	Limpograss
Heteranthera dubia	NULL
Heternanthera spp	
Hydrilla verticillata	Hydrilla
Hydrocotyle spp	Pennywort, Dollar Weed
Hygrophila polysperma	East Indian Hygrophila
Hymenachne amplexicaulis	West Indian Marsh Grass
Hymenocallis spp	Spider Lily
Hypericum spp	St. Johns Wort
Imperata cylindrica	Cogon Grass
Ipomoea aquatica	Water Spinach
Ipomoea carnea sub. fistulosa	Bush Morning Glory
Ipomoea sp	Morning glory
Juncus effusus	Soft Rush
Juncus repens	Creeping Rush
Juncus roemerianus	Black Needle Rush
Juncus spp. (other)	NULL
Lachnanthes caroliana	Redroot
Lachnocaulon minus	Bogbutton

Leersia hexandra	Southern Cut Grass
Lemna/Spirodela spp	Duckweed
Leucaena leucocephala	Lead Tree
Limnobium spongia	Frogsbit
Limnophila sessiliflora	Ambulia
Liquidambar styraciflua	Sweet Gum
Lobelia cardinalis	Cardinal Flower
Ludwigia arcuata	Piedmont Primrose
Ludwigia grandiflora/hexapetala	large-flower primrose-willow
Ludwigia grandifolia	
Ludwigia leptocarpa	anglestem primrose
Ludwigia octovalvis/peruviana	Primrose Willow
Ludwigia palustris/repens	Red Ludwigia
Ludwigia spp. (other)	Ludwigia (other)
Luziola fluitans	Southern Water Grass
Luziola subintegra	Neotropical Water Grass
Lygodium japonicum	Climbing Fern
Lygodium microphyllum	Climbing Fern
Lyngbya spp	Lyngbya
Magnolia virginiana	Sweetbay
Marsilea spp	Water Clover
Mayaca fluviatilis	Bogmoss
Melaleuca quinquenervia	Melaleuca
Melinis repens	Rose Natal Grass
Merremia tuberosa	Wood Rose
Micranthemum glomeratum	Baby's Tears
Micranthemum umbrosum	Baby's Tears
Mikania scandens	Climbing Hempweed
Mimosa pigra	Catclaw Mimosa
Mormodica charantia	Balsam Pear
Myrica cerifera	Wax myrtle
Myriophyllum aquaticum	Parrots Feather
Myriophyllum heterophyllum	Variable Leaf Milfoil
Myriophyllum laxum/pinnatum	Loose Water Milfoil
Myriophyllum spicatum	Eurasian Water Milfoil
Najas filifolia	Needleleaf Waternymph
Najas flexilis	NULL
Najas gracillima	NULL
Najas guadalupensis	Southern Naiad
Najas marina	Spiny Naiad
Najas minor	Brittle Waternymph
Nasturtium floridanum	Florida Watercress
Nasturtium officinale	Watercress
Nelumbo lutea	American Lotus

Nelumbo nucifera	Sacred Lotus
Nitella spp	Stonewort
Nuphar advena	Spatterdock
Nymphaea mexicana	Yellow Water Lily
Nymphaea odorata	Fragrant Water Lily
Nymphaea spp. (exotic)	Exotic Water Lily
Nymphoides aquatica	Banana Lily
Nymphoides cristata	Floating Heart
Nymphoides spp., (exotic)	
Orontium aquaticum	Golden Club
Oxycaryum cubense	Scirpus Cubensis, Cuban Bulrush
Packera glabella	Butterweed
Paederia foetida	Skunk Vine
Panicum hemitomon	Maidencane
Panicum repens	Torpedo grass
Paspalidium geminatum	Knotgrass
Paspalum distichum	NULL
Paspalum fluitans	NULL
Paspalum repens	Water paspalum
Peltandra spp	Arrow Arum
Pennisetum purpureum	Napier Grass
Persea borbonia/palustris	Bay tree
Phragmites australis	Giant Reed
Phyllanthus Fluitans	Floating spurge
Phytolacca Americana	Pokeweed
Pistia stratiotes	Water Lettuce
Polygonum glabrum	Smartweed
Polygonum hydropiperoides	NULL
Polygonum spp., natives	Smartweed
Pontederia cordata	Pickerelweed
Pontederia rotundifolia	Tropical Pickerelweed
Potamogeton amplifolius	NULL
Potamogeton crispus	curly pondweed
Potamogeton diversifolius	Variable Leaf Pondweed
Potamogeton illinoensis	Illinois Pondweed
Potamogeton pectinatus	Sago Pondweed
Potamogeton pulcher	NULL
Potamogeton pusillus	Small Pondweed
Proserpinaca spp	Mermaid Weed
Psidium cattleianum	Strawberry Guava
Rhynchospora spp	Beak Rush
Riccia fluitans	Bog Mat
Ricciocarpus natans	Purple-fringed Riccia
Ricinus communis	Castor Bean

Rotala spp.	Toothcup
Rubus pensylvanicus	Sawtooth Blackberry
Ruellia simplex	Mexican Petunia
Ruppia maritima	Widgeon Grass
Saccharum spontaneum	Wild sugarcane
Sacciolepis striata	Cupscale
Sagittaria kurziana	Strap-leaf Sag
Sagittaria lancifolia	Duck Potato
Sagittaria latifolia	Broadleaf Arrowhead
Sagittaria stagnorum	NULL
Sagittaria subulata/graminea/gracillima	Narrowleaf Sag
Salix spp	Willow
Salvinia minima	Water Fern
Salvinia molesta	Giant Salvinia
Salvinia spp. (exotic)	NULL
Sambucus nigra	Elderberry
Sapium sebiferum	Chinese Tallow, Popcorn Tree
Saururus cernuus	Lizard's Tail
Schinus terebinthifolius	Brazillian Pepper
Schoenoplectus americanus/pungens	American Bulrush, Tri Stem
Schoenoplectus californicus/validus	Bulrush
Schoenoplectus/Scirpus (other natives)	NULL
Scleria lacustris	Wright's Nut-rush
Scleria microcarpa	Tropical Nut-rush
Senna pendula	Christmas Senna
Sesbania punicea	Rattlebox
Solanum tampicense	Wetland Nightshade
Solanum viarum	tropical soda apple
Solidago spp	Goldenrod
Sparganium americanum	Bur Read
Spartina alterniflora	Smooth Cord Grass
Spartina bakeri	Baker's Cord Grass
Spartina patens	NULL
Sphagneticola trilobata	Wedelia
Sphenoclea zeylanica	chickenspike
Sphenoclea zeylanica	Chickenspike
Stuckenia pectinata	Sago Pondweed
Symphyotrichum carolinianum	Climbing Aster
Syngonium podophyllum	arrowhead vine
Taxodium spp	Cypress Tree
Thalia geniculata	Fire Flag
Thelypteris spp	Shield Fern
Toxicodendron radicans	Posion Ivy
Trees (blocking navigation)	Snagging

Triadenum virginium	TVM
Tussocks	Floating Islands
Typha spp	Cattail
Urena lobata	Caesarweed
Urochloa mutica	Paragrass
Urochloa platyphylla	Broadleaf Signalgrass
Utricularia floridana	Florida Yellow Bladderwort
Utricularia foliosa	Leafy Bladderwort
Utricularia gibba	Cone-spur Bladderwort
Utricularia inflata	Swollen Bladderwort
Utricularia purpurea	Eastern Purple Bladderwort
Vallisneria americana	Eelgrass, Wild Celery
Vitis rotundifolia	Muscadine
Websteria confervoides	NULL
Wolffia spp	Water Meal
Wolffiella floridana	NULL
Wolffiella spp	Mud-midget
Woodwardia spp	Chain Fern
Xanthosoma sagittifolium	Arrowleaf elephant's ear
Xyris spp	Yelloweyed grass
Zizania aquatica	Wild Rice
Zizaniopsis miliacea	Giant Cut Grass

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Attachment F

Approved Chemical Control Listing

Note: Chemical control methods include both liquid and granular formulations

Chemical Control Methods

2,4-D
Aquatic Dye (for shading)
Aquastrike
Bentazon
Bispyribac
Carfentrazone
Copper Chelate
Copper Sulfate
Diquat
Endothall
Endothall + Diquat
Fluazifop
Flumioxazin
Fluridone
Glyphosate
Hydrothol
Imazamox
Imazapyr
Metsulfuron Methyl
Oxyfluorfen
Penoxsulam
Peroxide
ProcellaCOR
Sethoxydim
Topramezone
Triclopyr
Triclopyr + 2,4-D

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Water Body Name ______________________ **Contractor Name:** ______________________
Vegetation Type ______________________ **Date:** __________ **through** __________ **Year** _____

	Item		**Rate $**	**Mon**	**Tue**	**Wed**	**Thurs**	**Fri**	**TOTAL $**
Equipt. Use									
Crew Time									
Per Diem									
Other									
Time Distrib.	Effective Time								
	Travel Time Vehicle								
	Travel Time Plant								
	Lost Time Weather (Explain)								
	Minor Repairs (Explain)								
	Major Repairs (Explain)								
	Other Duties / Miscellaneous								
	Holiday or Leave								
	Survey/Inspection								
	Removing Obstructions								
	Preparation								
	TOTAL TIME IN PERIOD								
Herbicide / Adjuvant			**Cost $**	**Amount Used - Gallons or Pounds**					**TOTAL $**
Herbicide Diluent & Rate Per Acre									**Total Acres**
Acres Controlled									

	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**
Daily Activities, Wind Speed, Etc.					

SUMMARY OF COSTS

Contractual Services ____________
Equipment ____________

	Salaries ________
	Fringe Ben ________
	Total Sal. & Fr. Ben. ________
	Chemical ________
	Indirect (______%) ________
	Other ________
Submitted: **Approved:**	**GRAND TOTAL:**

Fish and Wildlife Conservation Commission 4/2011

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Attachment H

Cooperative Aquatic Plant Control Program
Equipment Usage Rates

Equipment Type	Description	Rate Per Hour
Boats	Airboat	$12.95
	Airboat with spray rig	$13.84
	Kicker with spray rig	$ 6.91
	Pontoon with spray rig	$ 6.91
	Towboat	$23.69
	Barge	$ 2.44
Spray rig	General	$ 0.89
Truck	½ Ton (4x2)	$ 5.47
	½ Ton (4x4)	$ 6.59
	¾ Ton (4x2)	$ 5.92
	¾ Ton (4x4)	$ 7.13
	1 Ton (4x2)	$ 7.69
	1 Ton (4x4)	$ 8.15
	1 ½ to 2 ½ Ton (4x2)	$10.56
	1 ½ to 2 ½ Ton (4x4)	$11.18
Car/Small SUV	(4x2)	$ 6.14
	(4x4)	$ 7.13
ATV		$ 6.91
Trailer		$ 3.35
Dump Truck		$11.85
Gradall		$12.96
Crane		$33.43
Tractor		$19.19
Trackhoe		$12.96
Helicopter		$151.83

Attachment I

SUBCONTRACTOR STATUS REPORT

Date:

FEIN:

Contractor
Company Name, Street Address, City & Zip Code

FWC Solicitation Number: FWC FY-#

FWC Project Title: Aquatic Vegetation Control Services

Contract Amount: $

Invoice Number:

Only complete this form if the Primary Contractor is NOT registered as a Certified Business Enterprise (CBE) by the Office of Supplier Diversity (OSD) AND the Subcontractor is woman-, veteran- and/or minority-owned business enterprise.

*Non-Certified Primary Contractor Name	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	[2]CBE Code	Description of Service	Subcontractor Payment Amount
		$					$
		$					$
		$					$
		$					$
						Total of Subcontractor Payment(s)	$

[1]OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: https://osd.dms.myflorida.com/directories
or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: https://vendor.myfloridamarketplace.com

[2]CBE Codes: A - Non-Minority | **H** - African American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 5, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from March 15, 2022 to April 4, 2022

Attachments: