HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, April 15, 2025
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

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

   Please silence all cell phones and devices.

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ANNOUNCEMENTS**

   The Highlands Soil & Water Conservation District will hold a regular meeting on Tuesday, April 15, 2025, at 3:00 p.m., at the HSWCD Conference Room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL

   The Historic Preservation Commission will hold a regular meeting on Wednesday, April 16, 2025, at 2:30 p.m., in the Building Department Conference Room, 501 S. Commerce Ave., Sebring, FL

   The Recreation & Parks Advisory Committee will hold a regular meeting on Thursday, April 17, 2025, at 2:00 p.m., in the Highlands County Multi-Sports Complex, 216 Sheriff's Tower Road., Sebring, FL

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

   The Veterans Advisory Board will hold a special meeting on Friday, May 2, 2025, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7. PUBLIC COMMENT

8. CONSENT AGENDA

8.A *Request approval of Amendment 1 to the Agreement between Highlands County and Southern Outlaw Dragboat Association.*
Casey Hartt, Lead Marketing Consultant Leah Sauls, Development Services Director
There is no fiscal impact.
Statement of Issue - Amendment 1.Southern Outlaw Dragboat Association.pdf
Amendment 1.pdf

8.B *Request approval of the January 23, 2025, and February 4, 2025, Regular Minutes of the Board.*
012325REG.pdf
020425REG.pdf

8.C *Request to waive the Landfill Tipping Fees for the Annual Caladium Festival*
Robert Diefendorf Jr., E.I. Assistant to Critical Infrastructure Director
Landfill staff estimates that The Greater Lake Placid Chamber of Commerce's Annual Caladium Festival will haul an estimated four (4) tons of Class 1 waste at a cost of $45.00 per ton for a total of $180.00 to be waived. The figures are based upon The Greater Lake Placid Chamber of Commerce's estimate of two (2) roll off bins for this event.
Statement of Issue 1102-2024.pdf
LP Caladium Festival Request Letter.pdf
2025 Table of Waived Tipping fees.pdf

8.D *Request adoption of Resolution 24-25-077 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase II, to appropriate funds to Project 24034 West College Drive Phase II. reconstructing a 2-lane roadway into a 4-lane roadway from the From US 27 to SFSC Entrances*
Thomas Hendel, Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is reallocating funds from Capital Infrastructure, Fund 151, Account 56301 to Project Capital Infrastructure, Fund 151, Account 56301Z in the amount of $250,000.00 and will be appropriated in Project 24034 West College Drive Phase II (From US 27 to SFSC Entrances).
Res. 23-24-077.FDOT Project 446322-2-54-01.sgs.pdf
446322-2 W College Dr Reconstruction Phase II - Statement of Issue.pdf
446322-2 W College Dr Reconstruction Phase II FDOT Draft Agreement - approved.pdf

8.E *Request adopt Resolution 24-25-081 for Budget Amendment 24-25-056 to transfer*

funds from Project #21040 (Drainage Improvement Projects) to Project #24037 (Toni Lane Drainage Improvements) to fund drainage improvements on Toni Lane.
Mitchell Thomas, P.E., Assistant County Engineer Stormwater
There is no fiscal impact to Fund 151 (Infrastructure Surtax Fund) or the overall budget as this budget amendment is merely a transfer of funds from Project #21040 (Drainage Improvement Projects) to Project #24037 (Toni Lane Drainage Improvements) in account 56301Z (Project Capital Infrastructure) to fund drainage improvements on Toni Lane in the amount of $160,000.00.
Statement of Issue 1110-2024 Toni Lane.docx
24-25-056 Proj 24037 Toni Lane Drainage Improvements (BA).pdf
24-25-081R Proj 24037 Toni Lane Drainage Improvements (Resolution).pdf

8.F *Request adoption of Resolution 24-25-082 for Budget Amendment 24-25-057 for the 2024-2025 Emergency Management Preparedness Grant (EMPG) Base Grant for FY 24-25.*
Corey Amundsen, Highlands County Emergency Management Manager
The fiscal impact will be an increase to Fund 005 (General) in the amount of $59,368 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).
Statement of Issue.pdf
24-25-057R Project 24039 EMPG FY24-25 (Resolution).pdf
24-25-057 Project 24039 EMPG FY24-25 (BA).pdf

8.G *Request approval of Residential Substance Abuse Treatment (RSAT) grant agreement on behalf of the Highlands County Sheriff for FY24-25 and request adoption of Resolution 24-25-083 approving Budget Amendment 24-25-058 related to the RSAT grant award.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) or the overall budget of the Highlands County Sheriff in the amount of $75,000.00, as the award came in higher than was anticipated during the budget process. A match of funds by the Board in the amount of $33,328.00 was approved in the FY24-25 adopted budget with a request for an additional match of $25,000.00 to come from Reserves for a total match of $58,328.00. This grant is being appropriated in Project 24040 RSAT FY24-25, cost center 3323 Detention & Corrections, account 53001Z Project Operating Expense-Elected in the amount of $233,312.00, an increase of $100,000.00 from the adopted budget amount of $133,312.00.
24-25-058 Project 24040 RSAT 24-25 (BA).pdf
24-25-058R Project 24040 RSAT 24-25 (Resolution).pdf
Item Reg.-1113-2024 RSAT Agreement_BA_Resolution.pdf
24-25-058 Project 24040 RSAT 24-25 (Reserve).pdf

8.H *Request approval of the amendment to grant agreement between Florida Department of Environmental Protection and Highlands County for Memorial Trailhead Park.*
Brandon Gunn, Parks & Facilities Director
There is no fiscal impact.
A3032_Amendment1.pdf
Statement of Issue.pdf
A23032_Memorial Trailhead Park_Executed Agreement.pdf

8.I *Request approval of Budget Amendment 24-25-054 to provide additional funding to Cost Center 1052 (Misdemeanor Probation).*
Ingra Gardner, Director of Community Programs
The fiscal impact is a transfer of $33,910.00 from Cost Center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to Cost Center 1052 (Misdemeanor Probation), accounts 53100 (Professional Svcs), 55200 (Operating Supplies), and 55402 (Subscriptions) in the amounts of $14,000.00, $2,848.92, and $17,061.08, respectively for the upgraded Case Management Platform (Ritetrack).
STATEMENT OF ISSUE.pdf
24-25-054 Misdemeanor Probation Add'l Funding (BA).pdf

8.J *Request adoption of Resolution 24-25-076 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase I to appropriate funds to Project 24033 West College Drive Phase I. reconstructing a 2-lane roadway into a 4-lane roadway from the Memorial Dr. to SFSC Entrances.*
Thomas Hendel, Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer
There is no fiscal impact.
Res. 23-24-076.FDOT Project 446322-1-54-01.sgs.pdf
446322-1 W College Dr Reconstruction Phase I - Statement of Issue.pdf
446322-1 W College Dr Reconstruction Phase I - FDOT Draft Agreement.pdf

8.K *Request approval of amendment one to 23PLN116 agreement between Highlands County and the Department of Enviornmental Protection to extend the deadline to June 30, 2026, for the Highlands County Vulnerability Study.*
Leah Sauls, Development Services Director
There is no fiscal impact.
Statement of Issue- Agreement 23PLN116 .pdf
23PLN116A1.pdf

8.L *Request approval of Budget Amendment 24-25-063 to realign CFS funds due to shortages*
Jonathan Harrison, Road and Bridge Director
No Fiscal Impact, realigning (Fund 151) $29,327.82 from Project 24016 Road Reconstruct, account 56301Z Proj. Capital Infrastructure to Project 23006 R&B Equipment FY23-24, account 54600Z Proj. Equipment.
Road and Bridge Statement of Issue 23006-24016 Realign.pdf
24-25-063 Realign from Proj 24016 to Proj 23006 (BA).pdf

8.M *Request adoption of Resolution 24-25-087 approving the Equal Employment Opportunity (EEO) Plan for the period of April 2025 through March 2027.*
Sherri Bennett, Human Resources Manager
There is no fiscal impact.
24-25-087. EEOP 2025.pdf
Statement of Issue EEOP 2025 - 2027.docx

8.N *Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended September 30,*

2024
Jackie Gabrus, CGFM, Accounting Manager for the Highlands County Clerk of Courts
There is no fiscal impact.
FY 2024 Combined Monthly Report Board Meeting Request Sept 2024.pdf
FY 2024 Court-Related and Other Misc Funds Memo Sept 2024.pdf

8.O *Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended December 31, 2024*
Jackie Gabrus, CGFM, Accounting Manager for the Highlands County Clerk of Courts
No fiscal impact
FY 2025 Combined Monthly Report Board Meeting Request Dec 2024.pdf
FY 2025 Court-Related and Other Misc Funds Memo Dec 2024.pdf

9. COMMITTEE ASSIGNMENTS:

10. PUBLIC HEARING

11. ACTION AGENDA

11.A *Request adoption of Resolution 24-25-086 for Budget Amendment 24-25-061 to make adjustments and corrections to the FY23-24 Project rollovers into FY24-25 according to actuals after end-of-year close out, as well as, to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.*
Valerie Fleeger, Senior Budget Analyst David Nitz, OMB Manager
The fiscal impact for FY 24/25 is an decrease to Fund 005 General ($11,624.49), Fund 143 FL Boating Improvement ($199.00), Fund 151 Infrastructure Surtax ($1,044,086.67), and Fund 181 Fire Assessment ($12,300.00). Funds with increases are Fund 155 Hospital District ($51,262.67), and Fund 163 Home Initiatives Partnership ($0.30) for a combined net decrease of $1,016,947.19.
Reg.-1103-2024 Statement of Issue Proj. Rollover #2.pdf
24-25-061 Project Rollover #2 (BA).pdf
24-25-061R Project Rollover #2 (Resolution).pdf

11.B *Request to adopt Resolution 24-25-085 for Budget Amendment 24-25-060 to appropriate anticipated Loan Proceeds from the Infrastructure Sales Surtax Refunding Bond, Series 2025.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 350 (HCISSR LTD Capital) in the amount of $20,177,000.00 which is being appropriated to retire the Series 2021 bonds in the amount of $13,097,000.00, professional fees of $80,000.00, and additional $7,000,000.00 to Project 21064 County Jail Facility Expansion.
24-25-060 HCISSR LTD Capital Series 2025 Note (BA).pdf
24-25-060R HCISSR LTD Capital Series 2025 Note (Resolution).pdf
Reg.-1114-2024 Loan Proceeds Jail Expansion.pdf

11.C *Consider Statement of Legislative Intent for an amendment to the Land Development Regulations to update the timing of zoning variances approved by the Board of Adjustment.*
Melony Culpepper, Planning and Zoning Supervisor
There is no fiscal impact.
Statement of Issue.pdf

11.D *Request directions regarding the Highlands County Fire Rescue Assessment Exemptions Buy-Down.*
Laurie A. Hurner, County Administrator Tanya Cannady, Business Services Director
The entire fiscal impact to the General Fund (Fund 5) is $3,564,431. $538,643 has been budgeted this year so additional impact to the General Fund is $3,025,788.
HCFR Buy Down item stmt of issues 41525.pdf
fire_assessment_buy_down_information.pdf
230240145 Res.pdf

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report as of April 9, 2025.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Long Range Legal Log 4.8.25.docx

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.

13. COMMISSIONERS

14. INFORMATIONAL

14.A *Board payables from April 15, 2025, through May 5, 2025*

14.B *Highlands County response letter to EOG DOGE Efforts and Inquiry Regarding Financial Condition Under Section 218.503, Florida Statutes.*
Laurie A. Hurner, County Administrator
There is no fiscal impact.
EOG DOGE.pdf

15. ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

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

SUBJECT/TITLE: **Request approval of Amendment 1 to the Agreement between Highlands County and Southern Outlaw Dragboat Association.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Amendment 1 to the Agreement between Highlands County and Southern Outlaw Dragboat Association.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue - Amendment 1.Southern Outlaw Dragboat Association.pdf
Attachments: Amendment 1.pdf

Statement of Issue:

The Board of County Commissioners on August 20, 2024 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for an annual Southern Outlaw Dragboat Association Event in Highlands County. The event organizer has requested a rescheduling of the second year of the event to May 3-4, 2025, a rescheduling that has been met with support and approval from the Town of Lake Placid, with the event's venue being Lake June Park, an asset under the Town's management. The event was previously held in September in 2024, the first year of the grant agreement. The Tourist Development Council voted at their January 30, 2025 meeting to recommend approval of the rescheduling to the Board of County Commissioners. The amendment also includes revision of insurance requirements to allow County to require certificate of Workers Compensation only as required under State law.

AMENDMENT 1 TO THE AGREEMENT BETWEEN HIGHLANDS COUNTY AND JAY S. JACKSON (DBA SOUTHERN OUTLAW DRAGBOAT ASSOCIATION)

THIS AMENDMENT 1 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Jay S. Jackson (DBA Southern Outlaw Dragboat Association), 612 County Road 346, Ozark, Alabama 36360, hereinafter referred to as the "CONTRACTOR" (the "Parties" and each a "Party").

WITNESSETH:

WHEREAS, the CONTRACTOR entered into a Special Event/Project Grant Contract with the COUNTY on August 20, 2024 ("Agreement"); and

WHEREAS, the CONTRACTOR desires to change the dates of the event for Years 2 and 3 that is the subject of the Agreement; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens of and visitors to Highlands County to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the CONTRACTOR agree that the Agreement between the COUNTY and the CONTRACTOR is amended as follows:

1. Attachment "A" is hereby deleted in its entirety and replaced with **Attachment "A-1"** attached hereto and made a binding part hereof.

2. Sub-section 3. of the **INSURANCE** section of the Agreement is hereby deleted in its entirety and replaced with the following:

    3. WORKERS COMPENSATION: Workers Compensation Insurance as required by the State of Florida.

3. All other terms and conditions of the original Agreement, or any modification thereof shall remain in full force and effect, and to the extent of any conflict between this Amendment and the original Agreement, or any modification thereof, this Amendment shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment effective the date of execution by the COUNTY.

HIGHLANDS COUNTY

____
Arlene Tuck, Chair,

DATE: ______________________

ATTEST:

____
Jerome Kaszubowski, Clerk

SOUTHERN OUTLAW DRAGBOAT ASSOCIATION, A FOR PROFIT ORGANIZATION

____
Jay S. Jackson, Owner/Director

DATE: April 2, 2025

STATE OF Alabama
COUNTY OF Dale

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Jay S. Jackson, as Owner/Director, of Southern Outlaw Dragboat Association, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONTRACTOR, and who is personally known to me or who produced ______________________ as identification, and who did/did not take an oath this 2nd day of April, 2025.

____
NOTARY PUBLIC

Commission Expires: 2-26-2027

VANDI GUE NOTARY PUBLIC ALABAMA STATE AT LARGE (Stamp)

APPLICATION

GENERAL INSTRUCTIONS

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

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

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

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

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC:
Year 1: $19,500 ($9,500 base plus $10,000 room nights)
Year 2: $19,5000 ($4,750 base plus $14,750 room nights)
Year 3: $19,500 ($4,750 base plus $14,750 room nights)

I. General Information

1. Name of Applicant: Southern Outlaw Dragboat Association
2. Name of Event: ~~Lake Placid Florida Fall Nationals~~ Spring Shootout
3. Contact person: Jason Beecher
4. Contact person e-mail: jbeecher14@outlook.com
5. Complete address of Applicant: Southern Outlaw Dragboat Association, 612 CR-346, Ozark, AL 36360
   Cell phone: 804-931-9722
6. Applicant's Chief Official/Event
   Coordinator: Jason Beecher Title: Event Director
   Address if different from above: 304 Marsh Cove Drive, Ponte Vedra Beach, FL 32082 Cell phone: 804-931-9722
   Email: jbeecher14@outlook.com
7. Has Event ever received funding from the TDC? Yes **NO**. If yes – list years and amounts: **NO**

8. Amount Applicant is requesting for the Event/Project:
2024: $19,500 ($9,500 base plus $10,000 room nights)
2025: $19,5000 ($4,750 base plus $14,750 room nights)
2026: $19,5000 ($4,750 base plus $14,750 room nights)

9. Intended use of funds:, event officials, marketing broadcast, trophies-plaques,event insurance, event t-shirts, rescue personnel and equipment.

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

II. Details about Applicant: (describe your business or organization) This organization is the Southern Outlaw Drag Boat Association. They put on drag boat races across the south.

III. Schedule of Event: September 7th and September 8th 20204

11:00 AM - 6:00 PM Saturday and 12:00-7:00 Sunday

IV. Event Specific Information

1. Event name: Lake Placid Florida Fall Nationals
2. Type of event: Speed Boat Racing
3. Dates of Event: ~~September 7th and 8th 2024~~ Year 2: May 3-4, 2025, Year 3: in Spring
4. Location of Event: Highlands County Sports Complex

5. Number of days: 2 Hours: 11:00AM - 6PM; 7hrs, 12pm - 7 PM; 7hrs, 14hours total

6. Projected number of attendees (if sport, include participants, coaches, officials):
Overnight, out of state: 100 Overnight, in-state: 100 Day Trip: 0

7. Projected number of spectators per day (if applicable): included in the above #s
Overnight, out of state:300 Overnight, in-state: Day Trip: 0

8. Projected number of media, staff, officials:
Overnight, out of state: 2 Overnight, in-state: Day Trip: 0

9. Event/Project promoter (if other than Applicant):
Name of promoter:Airstream Ventures
Company name: Airstream Ventures LLC
Contact name: Alan Verlander
Address: 1859 East Adams Street, Jacksonville, FL 32202
Phone: 904-412-6070
Email: alan@airstreamventures.com
Website: airstreamventures.com
Event Admission Price (if applicable) N/A

10. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) **Number of Room Nights: 500**

11. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES?

Number of attendees: 500

a. (*Please answer each question below or your application will be deemed incomplete*).

b. How many/what percentage will be traveling to the event from outside the county? 100%

a. How will you document the attendees and the out-of-county percentage?
Registration

b. Will you be providing the TDC with attendee contact information? If needed

12. Provide the previous year's event information, (if applicable): N/A

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

EVENT BUDGET SUMMARY

EVENT INCOME

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

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In Kind Amount)
TDC Grant	19,500
Registration Fees	20,000
Visit Sebring/TDC Funding Request	$ 19,500
TOTAL INCOME ALL SOURCES	$ 39,500

EVENT EXPENSES

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

Expense Type (Event Speakers, Signage, Insurance, etc.)	**Expense Amount**
Trophies-plaques	**1,500**
Banners	**250**
Rescue/Medical/Diver	**4,000**
Crane Rental	**2,000**
Insurance	**750**
Event T-shirts	**6,000**
Officials	**4,000**
Marketing/Broadcast	**1,050**
Hospitality for officials/referees	**1,000**
Equipment	**500**
Signage for marketing	**1,500**
Portalets	**1,000**
TOTAL EVENT EXPENSES	23,550
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Event Officials	**4,000**
Marketing/Broadcast	**1,050**
Trophies- plaques	**1,500**
Event Insurance	**750**
Event T-Shirts	**6,000**
Rescue Personnel and equipment	**6,200**
TOTAL TDC EXPENSES	19,500

8Grant Application Checklist

Please initial next to each ite4m and fill in the blanks below. This list must accompany your grant application.

Initials

______ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: September 7th September 8th - 2024
Date of Application: 4/8/2024

______ I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on June 8,2024 (date 60 days after event ends).

______ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by April 15,2024. (date one week after the application is submitted to and accepted by the Tourism Office)

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

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

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

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

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

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

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

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

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

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

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

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

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

______ I have included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

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

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

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

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

JB I acknowledge that any material made or received by Highlands County in connection with my request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. I acknowledge that I cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

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

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

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

Authorized Agent: Jason Beecher

Title: Director *Date:* 4/5/2024

Authorized Agent Signature: JB

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic

impact in the community.

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

Final Goal: Increase tourism and create a lasting event in Sebring.

Southern Outlaw Drag Boat Association

Business Plan:

For the Southern Outlaw Drag Boat Association our group will utilize our extensive experience in executing events of similar scope, as well as our network in the drag boat world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Southern Outlaw Dragboat Association is the largest outboard drag racing association in the U.S. and continues to grow. The organization is dedicated to promoting outboard drag boat racing and attracting new competition.

From a marketing standpoint, we have 6.4k followers on Facebook and diligently promote there. We focus on posting in local groups to attract local spectators and also work the hi-performance boating community forums.

Also, we partner with Scream and Fly Magazine to cover the races and have two professional photographers planning to attend the event.

How the Southern Outlaw Drag Boat Association will INCREASE out-of-county Visitors to Sebring

The Southern Outlaw Drag Boat Association is an exciting event to add to your destination, marketing your area to the drag boat community and your locals. The goal is to market Sebring as a family/group destination.

Our events are more than just one race – they are events designed to keep the participants engaged throughout the day for an extended stay in your destination.

-
- Participants will receive information on where to stay and things to do in Sebring
    - Airstream Ventures will work with Sebring on creating this material to send out

Marketing Plan:

- A first-class drag boat race experience that drives people to your destination
    - Average 500 visitors, producing 500 room nights
- Marketing of your destination to other drag boat racing participants across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Clay County as a destination)

Post-Event Recap and Follow-Up

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

Post-Event Attendee Survey

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

   ____

2. How many nights were you here?

   ____

3. What did you do during your stay?

   ____

4. Did you attend any restaurants while visiting?

   ____

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

   ____

6. Would you visit Highlands County again?

   ____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **04/15/2025**

PRESENTER:

SUBJECT/TITLE: **Request approval of the January 23, 2025, and February 4, 2025, Regular Minutes of the Board.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the January 23, 2025, and February 4, 2025, Regular Minutes of the Board.

FISCAL IMPACT

Attachments: 012325REG.pdf
Attachments: 020425REG.pdf

REGULAR MEETING OF THE BOARD, JANUARY 23, 2025.

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

Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac
Commissioner Arlene Tuck
Commissioner Don Elwell
Commissioner Chris Campbell

Also, present: Laurie Hurner, County Administrator; JD Langford, Assistant County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; Savannah R. Demeri, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Scott Dixon, Highlands County Fire Rescue Chaplain.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Denise Williams, Veterans Service Officer.

4. ANNOUNCEMENTS
A moment of silence in remembrance of the SunTrust shooting observation was led by Laurie Hurner, County Administrator.

The Highlands County Health Facilities Authority will hold a regular meeting at noon on Tuesday, January 28, 2025, in the Sebring City Council Chambers, Sebring City Hall, 368 S. Commerce Ave. Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS
No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
None presented.

7. PUBLIC COMMENT
Ray Cameron, Lake Placid Resident, expressed concerns regarding fire tax increases on churches.

George Kinney and Rodney Davis addressed the Commission requesting updates on the weathered house in their neighborhood in Avon Park.

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

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

A. Request adoption of Resolution 24-25-051 to establish a public hearing date of March 4, 2025, to discuss and consider closing a portion of a platted cul-de-sac at the end of Hyacinth Avenue. *See SMB 156 Page 39 & Res. Book 36 Page 59.*

B. Request approval of the Agreement with True Omni to design, build, install, and support a total of 3

individual digitally interactive informational kiosks, with one to be placed in each municipality serving as 24/7 visitor information resources. *See True Omni file.*

C. **Request approval of the minutes from the December 17, 2024, and January 7, 2025, Regular Meeting of the Board.** *See Clerk of Courts website.*

D. **Request adoption of Resolution 24-25-052 approving Amendment 1 to the current contract with The Florida Fish and Wildlife Conservation Commission, Contract FWC21146.** *See SMB 156 Page 40 & Res. Book 37 Page 60.*

E. **Request approval of the renewal and amendment to the contract between Highlands County and Edgewood Landscape and Nursery, Inc.** *See Edgewood Landscape file.*

F. **Request adoption of Amendment 1 to the current agreement, reflecting VisionFirst Advisors Holdings, LLC name change (formerly known as VisionFirst Advisors) and new provisions to the agreement required by Florida statute.** *See VisionFirst Advisors file.*

G. **Request approval to waive the Landfill Tipping Fees and the approval to donate, deliver and haul away up to 9 loads of clean sand from Road & Bridge for the Highlands County Junior Livestock Show at the Highlands County Fair.** *See Solid Waste file.*

H. **Request approval of amendment # 2 to the Professional Services Agreement between Highlands County and Clemons, Rutherford and Associates, LLC. for generator design services.** *See Clemons, Rutherford file.*

I. **Request approval of Resolution 24-25 -055 for Budget Amendment 24-25-034 to appropriate funds donated from Duke Energy Foundation.** *See SMB 156 Page 41 & Res. Book 37 Page 61.*

J. **Request approval of Job Description and Pay Grade change of Division Chief-Fire Marshal and Division Chief-Chief of Training.** *See SMB 156 Page 42.*

K. **Request approval of Resolution 24-25-056 for Budget Amendment 24-25-035 to appropriate Fund Balance for the Central Square Software Upgrade.** *See SMB 156 Page 43 & Res. Book 37 Page 62.*

L. **Request to approve amended and restated site dedication of Istokpoga Park as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of June 27, 2024, per Scope of Work, Item I (Site Dedication).** *See Istokpoga Park file.*

9. COMMITTEE ASSIGNMENTS:

A. **Request approval of Commissioner appointments to the Value Adjustment Board, Career Source Board, the Coastal & Heartland National Estuary Partnership, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2024.**

Laurie Hurner, County Administrator, presented this request.

Commissioner Kirouac moved to approve the Commissioner appointments of the Value Adjustment Board, Career Source Board, the Coastal & Heartland National Estuary Partnership, the 10 County Coalition for Lake Okeechobee and the Small County Coalition for 2024. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. *See **SMB 156 Page 44.***

B. Request appointment of Carolyn Morrison representing Member-at-Large (MAL) to a 3-year-term on the Veterans Advisory Board.

Denise Williams, Veteran Services Officer, presented this request.

Commissioner Elwell made a motion to accept the appointment of Carolyn Morrison representing Member-at-Large (MAL) to a 3-year-term on the Veterans Advisory Board. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 45.***

10. PUBLIC HEARING

No public hearings presented.

11. ACTION AGENDA

Commissioner Kirouac moved approval of the action agenda as presented. Commissioner Roberts seconded the motion.

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

A. Request approval of the Assignment and Acceptance Agreement between Waste Connections of Florida, Florida Waste Solutions, LLC., and Highlands County.

Sherry Sutphen, County Attorney, presented this request. The Commission provided their input on previous issues with the solid waste processes.

Commissioner Roberts moved to approve the Assignment and Acceptance Agreement between Waste Connections of Florida, Florida Waste Solutions, LLC., and Highlands County. Commissioner Kirouac seconded the motion.

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

Commissioner Roberts moved approval of the Second Amendment to the Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility and an Operations Facility. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. ***See Solid Waste file***.

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, provided an update on the County Attorney File Log. ***See SMB 156 Page 46.***

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

Laurie Hurner, County Administrator, presented the Project Status Report. ***See SMB 156 Page 47.***

13. COMMISSIONERS

Commissioner Elwell provided feedback on a meeting he recently attended.

Commissioner Campbell shared updates on Economic Development.

Commissioner Kirouac expressed his condolences to victims and families of the SunTrust Bank shooting as well as stated the County should re-vamp the Fire Assessment.

Commissioner Roberts and Commissioner Tuck also touched base on the County's Fire Assessment.

14. INFORMATIONAL

A. Board payables from January 23, 2025, through February 3, 2025. *See Check Reports file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board.

Chairman Tuck called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 10:33 a.m.

REGULAR MEETING OF THE BOARD, FEBRUARY 4, 2025.

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

Commissioner Arlene Tuck
Commissioner Kevin J. Roberts
Commissioner Chris Campbell
Commissioner Scott A. Kirouac
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator; J.D. Langford, Assistant County Administrator; Sherry G. Sutphen, County Attorney; Katie Houlihan; Assistant County Attorney, Jerome Kaszubowski, Clerk of Courts; Sally B. Hood; Clerk of Courts Accounting Director, and Savannah R. Demeri, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Dorman Dowling, with the St. John Methodist Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by William Moroney, Veterans Advisory Board Member.

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

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

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

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

The Children's Advocacy Center Advisory Board will hold a general body meeting on Thursday, February 13, 2025, at 1:00 p.m., in the Engineering Training Room, of the Highlands County Annex Building, 501 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
None presented.

7. PUBLIC COMMENT
Kerry Thompson, Butch Thompson, & Ken Keck, Venus residents, each addressed the Board with complaints regarding the odor of the Compost USA Plant off Old State Rd. 8. The Commission collectively gave staff direction to move forward with getting in contact with DEP about the issue.

Shaoming Zhang, Avon Park resident, came before the Commission to address the Red Hill Farms Non-Advalorem Tax process.

8. CONSENT AGENDA

Commissioner Campbell moved to approve the consent agenda as presented. Commissioner Kirouac seconded the motion.

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

A. **Request approval of the contract between Highlands County and Marmer Construction for the construction of the Road and Bridge Main Facility Expansion (Project #22030).** *See Marmer Construction file.*

B. **Request to waive the Landfill Tipping Fees for Placid Lakes Homeowner Association Annual Community Cleanup March 22, 2025.** *See SMB 156 Page 49.*

C. **Request approval to move forward with the sale of eleven County owned surplus properties and provide the County Administrator the authority to execute the Deeds.** *See SMB 156 Page 50.*

D. **Request approval of Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a Funding Request from the Spring Lake Improvement District for the Bark Park Phase II improvements.** *See Parks & Recreation file.*

E. **Request approval of Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee (RPAC) recommendation of a Funding Request from the Spring Lake Improvement District for the Arbuckle Creek Park Phase I.** *See Parks & Recreation file.*

F. **Request approval to waive field rental fees for Hill Gustat Middle School Soccer Program at the Highlands County Multi-Sports Complex.** *See SMB 156 Page 51.*

G. **Request approval of the Nu-Hope Elder Care Services, Inc., a Florida Non-Profit Corporation Grant Agreement.** *See Nu-Hope file.*

H. **Request approval of the Peace River Center for Personal Development, Inc., a Florida Non-Profit Corporation Grant Agreement.** *See Peace River Center file.*

I. **Request approval of Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee (RPAC) recommendation of a Funding Request from the Town of Lake Placid for the Lake June Park Phase 3, project 23110.** *See Parks & Recreation file.*

J. **Request approval of Budget Amendment 24-25-036 to realign funding in Project 08048 Sebring Library Donations.** *See SMB 156 Page 52.*

K. **Request approval to waive field rental fees for Sebring Middle School Soccer Program at the Highlands County Multi-Sports Complex.** *See SMB 156 Page 53.*

L. **Request to approve and execute the plat of D & H Estates for recordation.** *See SMB 156 Page 54.*

M. **Request to approve and execute the plat of Dragonfly Fields for recordation.** *See SMB 156 Page 55.*

N. **Request to approve and execute the plat of Moon Ranch Hills Subdivision for recordation.** *See SMB 156 Page 56.*

O. **Request approval of amendment #1 to the Board approved agreement between Highlands County and Fabricon Modular, LLC dated November 7, 2024.** *See Fabricon Modular file.*

P. **Request adoption of Resolution 24-25-057 pertaining to the correction of the final reimposition of the Fire Protection Special Assessment against certain lands classified as agricultural pursuant to Florida Statues, Section 193.461.** *See SMB 156 Page 57 & Res. Book 37 Page 62.*

Q. **Request for Approval and Signature for Region 6 Next Gen MOU Addendum #2.** *See Sheriff's Office file.*

R. **Request approval to remove liens from Parcel C-03-33-28-010-00CO-00060, property address 3011 N Twin Lakes Dr. in the amount of $4,591.48.** *See Subdivision File.*

S. **2024 State Appropriation funding, $675,000, for the Highlands County Courthouse.** *See Funding file.*

9. COMMITTEE ASSIGNMENTS:

A. **Request to appoint five regular members and one alternative member to the Lake Istokpoga Management Committee (LIMC).**

Dawn Ritter, Natural Resource Manager, presented this request.

Commissioner Roberts moved to approve the following 5 regular applicants as LIMC members, Professional Environmental Community; Roberta Lake, alternate for Professional Environmental Community; Dr. Paul Gray, Friends of Istokpoga; Laurie Melton, Spring Lake District; Israel Serrano, Citizen Lake Resident North; Citizen Lake Resident South; Mike Grim, Doug Williams. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 58.***

10. PUBLIC HEARING

None presented.

11. ACTION AGENDA

Commissioner Kirouac moved to approve the action agenda as presented. Commissioner Elwell seconded the motion.

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

A. **Request approval of resolution 24-25-061 for Budget Amendment 24-25-038 for health insurance fund based on calendar year 2025 actuary fund projections.**

Tanya Cannady, Business Services Manager, accompanied by Sean Flemming, Health Insurance representative, presented the request and addressed concerns raised by the Commission.

Chairman Tuck opened the floor to the public. No input was received.

Commissioner Elwell moved to approve 24-25-061 for Budget Amendment 24-25-038 for health insurance fund based on calendar year 2025 actuary fund projections. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 59 & Res. Book 37 Page 63.***

B. Request adoption of Resolution 24-25-059 to approve a Supplemental Agreement No. 1 for the Catfish Road Bridge Rehabilitation Project No. 22061, between the State of Florida Department of Transportation (FDOT) and Highlands County for an additional $33,500.00, for a total grant amount of $423,938.00, and adoption of Resolution 24-25-058 for Budget Amendment 24-25-037 to appropriate funds in the amount of $33,500.00 to the Catfish Road Bridge Rehabilitation, Project No. 22061.

J.D. Langford, Assistant County Attorney, presented this request.

Chairman Tuck opened the floor to the public. Input was not received.

Commissioner Elwell moved to approve adoption of Resolution 24-25-059 to approve a Supplemental Agreement No. 1 for the Catfish Road Bridge Rehabilitation Project No. 22061, between the State of Florida Department of Transportation (FDOT) and Highlands County for an additional $33,500.00, for a total grant amount of $423,938.00, and adoption of Resolution 24-25-058 for Budget Amendment 24-25-037 to appropriate funds in the amount of $33,500.00 to the Catfish Road Bridge Rehabilitation, Project No. 22061. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 156 Page 60 & Res. Book 37 Page 64/65.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the Long-Range Legal Log and presented the new logo for Florida Waste Solutions LLC. ***See SMB 156 Page 61.***

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

Laurie Hurner, County Administrator, provided updates on the county's Project Status Report. ***See SMB 156 Page 62.***

13. COMMISSIONERS

Commissioner Kirouac announced the Highlands County Fair will be opened this Friday, February 7th, 2025, through February 15th, 2025.

Commissioner Roberts shared sad news to the community regarding a tragedy that recently occurred.

Commissioner Elwell stated he is excited to see the hard work of the youth in the county during the fair, and announced he recently attended the Lake Placid Arts & Crafts Country Fair.

Commissioner Campbell shared he is preparing to take on the budget season for the upcoming fiscal year.

Commissioner Tuck read a letter she received from a citizen regarding the dissolution of some County regulations & encouraged the public to get involved.

14. INFORMATIONAL

A. Board payables from February 4, 2025, through February 17, 2025. ***See Check Reports File.***

B. Notification of receipt of OMB Memorandum M-25-13, from the Executive Office of the President, regarding the temporary pause of agency grant, loan, and other financial assistance, and OMB Memo M-25-14 rescinding OMB Memorandum M-25-13. ***See SMB 156 Page 63.***

15. ADJOURN

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

Chairman Tuck called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 10:29 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Robert Diefendorf Jr., E.I. Assistant to Critical Infrastructure Director**

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

STATEMENT OF ISSUE

RECOMMENDED ACTION

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

FISCAL IMPACT

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

Attachments: Statement of Issue 1102-2024.pdf
Attachments: LP Caladium Festival Request Letter.pdf
Attachments: 2025 Table of Waived Tipping fees.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 15, 2025

PRESENTER: Robert Diefendorf Jr., E.I. Assistant to Critical Infrastructure Director

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

STATEMENT OF ISSUE

The Greater Lake Placid Chamber of Commerce is requesting that the board waive the landfill tipping fee for waste collected from the Annual Caladium Festival, which is scheduled for July 25-27, 2025. The waste will be hauled to the landfill on the Monday following the event.

RECOMMENDED ACTION

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

FISCAL IMPACT

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

Attachments: **LP Caladium Festival Request Letter**
Highlands County Tipping Fee Table

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

March 13, 2025

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

Dear Ms. Hurner,

We are planning for the 34th Annual Caladium Festival, to be held July 25, 26 & 27, 2025. We are respectfully requesting the tipping fees be waived. As always, we appreciate your support. Should you require additional information, please do not hesitate to contact me.

Best regards,

Jennifer M. Bush
Executive Director

Cc: Charlette Rodriguez, Lake Placid Town Administrator

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

HIGHLANDS COUNTY LANDFILL TIPPING FEES WAIVED CALADIUM FESTIVAL						
Transation Number	**Date**	**MT**	**Tons**	**Cost Per Ton if Charged**	**Total Fees Waived**	**Note**
2013						
1444182	7/30/2013	200	**0.31**	$ 45.00	**$ 13.91**	Board waived fees - Caladium Festival - mlc
1444154	7/30/2013	200	**0.98**	$ 45.00	**$ 44.10**	Board waived fees - Caladium Festival - mlc
			1.29		**$ 58.01**	
2014						
1465173	7/28/2014	2002	**0.55**	$ 45.00	**$ 24.75**	Board waived fees - Caladium Festival - mlc
1465136	7/29/2014	2002	**0.72**	$ 45.00	**$ 32.40**	Board waived fees - Caladium Festival - mlc
			1.27		**$ 57.15**	
2015						
1486009	7/29/2015	2002	**1.16**	$ 45.00	**$ 52.20**	Board Wavied Fees for the Caladium Festival - mc
2016						
1511785	8/5/2016	2002	**0.46**	$ 45.00	$ 20.70	Board Wavied Fees for the Caladium Festival - mc
1511804	8/5/2016	2002	**0.66**	$ 45.00	$ 29.70	Board Wavied Fees for the Caladium Festival - mc
			1.12		**$ 50.40**	
2017						
1538770	8/5/2017	2002	**1.31**	$ 45.00	**$ 58.95**	Board Wavied Fees for the Caladium Festival - mc
2018	*** TOWN OF LAKE PLACID PAID THE DISPOSAL FEE FOR THE WASTE GENERATED FROM THE CALADIUM FESTIVAL. THE CHAMBER OF COMMERCE DID NOT COMMUNICATE WITH THE TOWN OF LAKE PLACID TO LET THEM KNOW THAT THE FEES WERE WAIVED.					
2019	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID NOT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORBED THE FEES.					
2020	DUE TO COVID THE CALADIUM FESTIVAL EVENT WAS NOT HELD					
2021	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID NOT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORED THE FEES.					
2022	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID NOT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORBED THE FEES.					
2023	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID NOT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORBED THE FEES.					
2024	THE BOARD APPROVED THE WAIVER OF THE ESTIMATED FEES OF $180, HOWEVER THE TOWN OF LAKE PLACID DID NOT IDENTIFY ANY GARBAGE BROUGHT TO THE LANDFILL FOR FEE WAIVER SO A WAIVER WAS NEVER APPIED. THE TOWN OF LAKE PLACID APPARENTLY ABSORBED THE FEES.					

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Thomas Hendel, Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-077 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase II, to appropriate funds to Project 24034 West College Drive Phase II. reconstructing a 2-lane roadway into a 4-lane roadway from the From US 27 to SFSC Entrances**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-077 to approve a County Incentive Grant Program (CIGP) Agreement for the for the reconstruction of West College Drive Phase II, to appropriate funds to Project 24034 West College Drive Phase II, reconstructing a 2-lane roadway into a 4-lane roadway from US 27 to SFSC Entrances.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is reallocating funds from Capital Infrastructure, Fund 151, Account 56301 to Project Capital Infrastructure, Fund 151, Account 56301Z in the amount of $250,000.00 and will be appropriated in Project 24034 West College Drive Phase II (From US 27 to SFSC Entrances).

Attachments: Res. 23-24-077.FDOT Project 446322-2-54-01.sgs.pdf
Attachments: 446322-2 W College Dr Reconstruction Phase II - Statement of Issue.pdf
Attachments: 446322-2 W College Dr Reconstruction Phase II FDOT Draft Agreement - approved.pdf

RESOLUTION NO. 24-25-077

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 446322-2-54-01; 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, FDOT has awarded a County Incentive Grant Program grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 446322-2-54-01, for the design, construction, and construction engineering and inspection services of W. College Drive from US 27 to South Florida State College Entrances - Phase II, hereinafter referred to as the "Project"; and;

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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 Authorization to Execute.**</u> The County Incentive Grant Program Agreement related to FDOT Financial Project No.: 446322-2-54-01, for the Project, 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.

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 County Incentive Grant Program Agreement identified by FDOT Financial Project No.: 446322-2-54-01, 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 ______________, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 446322-2-54-01

STATEMENT OF ISSUE

Attached for your review and approval is the County Incentive Grant Program (CIGP) Agreement between State of Florida Department of Transportation (FDOT) and Highlands County, and Resolution 24-25-077 authorizing the Chairwoman of the Board to execute said Agreement for Highlands County Project Number 24034 for the design, construction, and construction engineering and inspection (CEI) for the reconstructing the existing 2-lane roadway into a 4 lane roadway from US 27 to midway between South Florida State College (SFSC) Entrances approximately 0.77 miles, in the total grant amount of $3,183,167.00. The County will be responsible for contributing the remaining cost of $2,098,167.00. The total estimated cost of the project is $5,281,334.00.

FDOT is willing to provide the County with financial assistance under the State of Florida Department of Transportation (FDOT) Financial Project No. 446322-2-54-01, in the total grant amount of $3,183,167.00, for the West College Dr improvements from US 27 to midway between South Florida State College (SFSC) Entrances - Phase II. The proposed construction will primarily consist of reconstructing the existing 2-lane roadway into a 4-lane roadway. The County shall be responsible to ensure that the construction work under this agreement is performed in accordance with the approved construction documents and that it will meet all applicable State of Florida Department of Transportation (FDOT) standards. The intent at this time is for the design, construction, and construction engineering and inspection (CEI) to be done by Contract forces.

The Board Attorney has reviewed and approved the State of Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Agreement and the accompanying resolution. Thomas Hendel is the project manager for this project under the direct supervision of Kenya Anderson, Senior Project Manager and James D. Langford, Assistant County Administrator / Acting County Engineer. James D. Langford.

STATE-FUNDED GRANT AGREEMENT

FPN: 446322-2-54-01	Fund: CIGP/LF	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:09-Highlands	Contract No:	Vendor No: F596000655046

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on ____________________, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and HIGHLANDS COUNTY, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*

   ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering and inspection services of W College Dr from US 27 to SFSC Entrances Phase II, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2030. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $5,281,334.00 (Five Million Two Hundred Eighty-One Thousand Three Hundred Thirty-Four Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $3,183,167.00 (Three Million One Hundred Eight-Three Thousand One Hundred Sixty-Seven Dollars) and, additionally the Department's participation in the Project shall not exceed 52% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, 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 the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

- **i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

- **ii.** Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HIGHLANDS COUNTY

By: ______________________

Name: ______________________

Title: ______________________

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: ______________________

Name: Nicole Mills

Title: Director of Transportation Development

Legal Review:

By: ______________________

Name: ______________________

DS
DC

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446322-2-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.65 Miles / From MP 0.000 to MP 0.650

PROJECT DESCRIPTION: W College Dr From US 27 to SFSC Entrances Phase II

The purpose of this exhibit is to describe the scope of work and the responsibilities of Highlands County in connection with design, construction, and construction engineering inspection of the reconstruction of W College Dr From US 27 to SFSC Entrances Phase II

Specifically and non inclusive the following are included in the Scope of Services:

1. Prepare bid package and specifications for bidding purposes. Award bid to contractor.
2. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
3. Reconstruct the existing travel lanes according to signed and sealed plans.
4. Maintain and/or upgrade the drainage of the project when appropriate.
5. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
6. Construct/Reconstruct sidewalks and curb and gutter.
7. Obtain a minimum pavement design, for reconstruction.
8. Install guardrail according to the signed and sealed plans.
9. Reconstruct or repair, as appropriate, side streets and turnout construction.
10. Coordination with utility owners during construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
11. Install Signing and Pavement Markings according to signed and sealed plans.
12. Maintain existing traffic during the entire construction period.
13. Provide, upon completion of construction, Final As-Built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
14. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by 12/31/2026
b) Construction to be completed by 12/31/2029

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Avenue Sebring, FL 33870	446322-2-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025**	Maximum Department Participation (CIGP)	$3,183,167.00	$	$3,183,167.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (LF)	$2,098,167.00	$2,098,167.00	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$5,281,334.00 100.00%	$2,098,167.00 40.00 %	$3,183,167.00 60.00 %	
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	$5,281,334.00	$2,098,167.00	$3,183,167.00	

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
Signature

01/06/2025 | 1:04 PM EST
Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HIGHLANDS COUNTY

PROJECT DESCRIPTION: the design, construction, and construction engineering and inspection services of W College Dr from US 27 to SFSC Entrances Phase II

FPID#: 446322-2-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: ______________________________

Name: ______________________________

Title: ______________________________

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, ______________________ P.E.

SEAL:

Name: ______________________________

Date: ______________________________

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. 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 categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be 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.

Fringe benefits: Fringe benefits should be 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. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity 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.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $3,183,167.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Mitchell Thomas, P.E., Assistant County Engineer Stormwater**

SUBJECT/TITLE: **Request adopt Resolution 24-25-081 for Budget Amendment 24-25-056 to transfer funds from Project #21040 (Drainage Improvement Projects) to Project #24037 (Toni Lane Drainage Improvements) to fund drainage improvements on Toni Lane.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-081 for Budget Amendment 24-25-056 to reallocate funds from Project #21040 (Drainage Improvement Projects) to Project #24037 (Toni Lane Drainage Improvements) to fund drainage improvements on Toni Lane.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax Fund) or the overall budget as this budget amendment is merely a transfer of funds from Project #21040 (Drainage Improvement Projects) to Project #24037 (Toni Lane Drainage Improvements) in account 56301Z (Project Capital Infrastructure) to fund drainage improvements on Toni Lane in the amount of $160,000.00.

Attachments: Statement of Issue 1110-2024 Toni Lane.docx
Attachments: 24-25-056 Proj 24037 Toni Lane Drainage Improvements (BA).pdf
Attachments: 24-25-081R Proj 24037 Toni Lane Drainage Improvements (Resolution).pdf

Statement of Issue 1110-2024

This Budget Amendment is necessary to transfer funds from Project #21040 (Drainage Improvement Projects) to Project #24037 (Toni Lane Drainage Improvements) to fund drainage improvements on Toni Lane. Toni Lane is inundated with standing water during the rainy season which restricts emergency vehicles from traversing. To correct this condi?on, Engineering has developed a plan to install drainage pipes and elevate the road above the high-water mark.

REVIEWED
O.M.B DEPARTMENT
April 1, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/26/2025**

SUBMITTED BY: **Mitchell Thomas, P.E., Assistant County Engineer - Stormwater**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **21040 / 24037** PROJECT TITLE(S): **Drainage Improvements / Toni Lane Drainage Improvements** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	21040	520,000.00		160,000.00	360,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	21040	520,000.00		160,000.00	360,000.00
R	151		3999100Z	Project Fd Bal Forward	24037	0.00	160,000.00		160,000.00
E	151	4102A	56301Z	Project Capital Infrastructure	24037	0.00	160,000.00		160,000.00
									0.00

REASON:
This Budget Amendment is necessary to fund Project # 24037 Toni Lane Drainage Improvements. Funds of $160,000 are currently budgeted in Project 21040 (Drainage Improvements) Cost Center 4102A (Transportation Projects), Account 56301Z (Project Capital Infrastructure) and were adopted in the FY 24-25 budget. This Budget Amendment is simply reallocating funds from project 21040 (Drainage Improvements) to Project 24037 (Toni Lane Drainage Improvements).

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** 24-25-056 **TRANSFER TYPE:**

________ Approval

________ Denial

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: ________

DATE: / /

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

Signature: ________

Posted by Clerk: ________

Form Revised 08/05/2020

RESOLUTION NO. 24-25-081

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-056 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-056is hereby approved and authorized to transfer funding in Fund 151, Cost Center 4102A (Transportation Projects) Project 21040 (Drainage Improvement Projects to Project #24037 (Toni Lane Drainage Improvements) for drainage improvements that need to be addressed on Toni Lane in the amount of $160,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of April 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Corey Amundsen, Highlands County Emergency Management Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-082 for Budget Amendment 24-25-057 for the 2024-2025 Emergency Management Preparedness Grant (EMPG) Base Grant for FY 24-25.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-082 for Budget Amendment 24-25-057 for the 2024-2025 Emergency Management Preparedness Grant (EMPG) Base Grant for FY 24-25.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $59,368 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt), account 51200Z (Project Salaries & Wages).

Attachments: Statement of Issue.pdf
Attachments: 24-25-057R Project 24039 EMPG FY24-25 (Resolution).pdf
Attachments: 24-25-057 Project 24039 EMPG FY24-25 (BA).pdf

Statement of Issue

The Emergency Management Preparedness Grant (EMPG) is one of two base grants Emergency Management receives annually and is used to supplement salaries for EM staff.

RESOLUTION NO. 23-24-082

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-057 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-057 is hereby approved and authorized to appropriate Federal Grant awarded funding for Emergency Management Preparedness Grant (EMPG) to Project 24039 for FY24/25. The net fiscal impact is an increase in the amount of $59,368.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 15th day of April, 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
April 1, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/26/2025** SUBMITTED BY: **Corey Amundsen**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3991**

PROJECT(S) #: **24039** PROJECT TITLE(S): **EMPG FY24-25** COST CENTER TITLE(S): **Emergency Management**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312550Z	Proj Emerg Mgmt Prepared - Federal		59,368.00		59,368.00	0.00
R	005		3312550Z	Proj Emerg Mgmt Prepared - Federal	24039	0.00	59,368.00		59,368.00
E	005	3991	51200Z	Project Regular Salaries	24039	0.00	59,368.00		59,368.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate Emergency Management Preparedness Grant 24/25 (Project 24039) to be used for EOC staff salaries.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **24-25-057** **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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Apr 15, 2025**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Residential Substance Abuse Treatment (RSAT) grant agreement on behalf of the Highlands County Sheriff for FY24-25 and request adoption of Resolution 24-25-083 approving Budget Amendment 24-25-058 related to the RSAT grant award.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the Residential Substance Abuse Treatment (RSAT) grant agreement on behalf of the Highlands County Sheriff for FY24-25 and request adoption of Resolution 24-25-083 approving Budget Amendment 24-25-058 related to the RSAT grant award.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) or the overall budget of the Highlands County Sheriff in the amount of $75,000.00, as the award came in higher than was anticipated during the budget process. A match of funds by the Board in the amount of $33,328.00 was approved in the FY24-25 adopted budget with a request for an additional match of $25,000.00 to come from Reserves for a total match of $58,328.00. This grant is being appropriated in Project 24040 RSAT FY24-25, cost center 3323 Detention & Corrections, account 53001Z Project Operating Expense-Elected in the amount of $233,312.00, an increase of $100,000.00 from the adopted budget amount of $133,312.00.

Attachments: 24-25-058 Project 24040 RSAT 24-25 (BA).pdf
Attachments: 24-25-058R Project 24040 RSAT 24-25 (Resolution).pdf
Attachments: Item Reg.-1113-2024 RSAT Agreement_BA_Resolution.pdf
Attachments: 24-25-058 Project 24040 RSAT 24-25 (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
April 1, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **3/27/2025** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3326 / 9990 / 3323**

PROJECT(S) #: **24040** PROJECT TITLE(S): **RSAT FY 24-25** COST CENTER TITLE(S): **Detention & Corrections Other / Budgetary Expenditure AC/005 / Detention & Corrections**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312130Z	US DOJ GRANT (FDLE)		183,271.00		99,984.00	83,287.00
R	005		3312130Z	US DOJ GRANT (FDLE)	24040	0.00	174,984.00		174,984.00
E	005	3326	54900Z	Proj Other Chgs & Obligations		133,312.00		133,312.00	0.00
E	005	9990	59900	Reserve for Contingency		365,891.00		25,000.00	340,891.00
E	005	3323	53001Z	Project Operating Expense-Elected	24040	0.00	233,312.00		233,312.00
									0.00
									0.00

REASON: **To set up and appropriate grant funding, which came in $75,000 higher than anticipated for project #24040 Residential Substance Abuse Treatment (RSAT) for FY 24-25, which also increases the match portion by $25,000 because it is a 75/25 split.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** 24-25-058 **TRANSFER TYPE:**

______ Approval
______ Denial

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

SIGNATURE: ______________

DATE: ____ / ____ / ____

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

Signature: ______________ Posted by Clerk: ______________

Form Revised 08/05/2020

RESOLUTION NO. 24-25-083

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-058 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 24-25-058is hereby approved and authorized to set up and appropriate funding for project #24040 Residential Substance Abuse Treatment (RSAT) for FY 24-25 in the amount of $174,984.00 to be received from the Office of Criminal Justice Grants-FDLE with a fiscal impact in the amount of $75,000.00 increase, as the award came in higher than was anticipated during the Budget Process.

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 15th day of April, 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

Item Reg.-1113-2024

Statement of Issue

The Highlands County Sheriff applied for and was awarded a grant in the amount of $174,984.00 with a match of $58,328.00 for the Residential Substance Abuse Treatment (RSAT) for FY24-25. This item app Troves the Agreement to accept the grant award and authorizes the associated budget amendment. The grant came in higher than was anticipated during the budget process.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$450,000.00**	
10/15/24	10/15/24	24-25-007	($5,456.00)	$444,544.00	To provide add'l funding to Property Appraiser budget for salary increased per EDR.
12/17/24	12/17/24	24-25-004	($55,836.00)	$388,708.00	To provide add'l funding to Clerk of Courts budget for health insurance increase.
12/17/24	12/17/24	24-25-027	($18,317.00)	$370,391.00	To provide add'l funding to Supervisor of Elections budget for final EO salary_health insurance increases.
02/21/25	02/21/25	24-25-041	($4,500.00)	$365,891.00	To provide add'l funding for Central Square Software Upgrade.
04/15/25		24-25-058	($25,000.00)	$340,891.00	To provide add'l funding for Sheriff RSAT grant match due to increased grant.
REVISED TOTAL:				**$340,891.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval of the amendment to grant agreement between Florida Department of Environmental Protection and Highlands County for Memorial Trailhead Park.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the amendment to grant agreement between Florida Department of Environmental Protection and Highlands County for Memorial Trailhead Park.

FISCAL IMPACT

There is no fiscal impact.

Attachments: A3032_Amendment1.pdf
Attachments: Statement of Issue.pdf
Attachments: A23032_Memorial Trailhead Park_Executed Agreement.pdf

AMENDMENT NO. 1
TO AGREEMENT NO. A3032
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
HIGHLANDS COUNTY

This Amendment to Agreement No. A3032 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Highlands County, 600 S. Commerce Ave, Sebring, FL 33870 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for new – multi-use trail, picnic tables, dog park, playground, pavilion, landscaping, sidewalks, restrooms, parking and fencing, effective September 7, 2022;

WHEREAS, the parties wish to amend the Agreement as set forth herein to remove the dog park and restrooms from the Scope of Work.

NOW THEREFORE, the parties agree as follows:

1) Attachment 1, Standard Terms and Conditions (Rev. 07/26/2022) is hereby deleted in its entirety and replaced with Attachment 1, Standard Terms and Conditions (Rev. 02/25/2025) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1, Standard Terms and Conditions (Rev. 02/25/2025).

2) Attachment 2, Special Terms and Conditions (Rev. 05/20/2022) is hereby deleted in its entirety and replaced with Attachment 2, Special Terms and Conditions (Rev. 07/08/2024) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2, Special Terms and Conditions (Rev. 07/08/2024).

3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

4) Attachment 4, Public Records Requirements (Rev. 04/27/2018) is hereby deleted in its entirety and replaced with Attachment 4, Public Records Requirements (Rev. 04/08/2024) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4, Public Records Requirements (Rev. 04/08/2024).

5) Attachment 5, Special Audit Requirements (Rev. 12/14/2020) is hereby deleted in its entirety and replaced with Attachment 5, Special Audit Requirements (Rev. 11/19/2024) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5, Special Audit Requirements (Rev. 11/19/2024)

6) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of the Amendment shall control.

Highlands County	**Florida Department of Environmental Protection**
By: ______________________________	By: ______________________________
	Secretary or Designee

Date: ________________________ Date: ________________________

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Specify Type	Letter/Number	Description
Attachment	1	Standard Terms and Conditions (13 pages)
Attachment	2	Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	4	Public Records Requirements (1 page)
Attachment	5	Special Audit Requirements (6 pages)

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

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

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.
The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.
The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. <u>Direct Purchase Equipment.</u> For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. <u>Miscellaneous/Other Expenses.</u> If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. <u>Land Acquisition.</u> Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. The Grantee, its subgrantees, subcontractors and agents must also comply with the following civil rights laws and regulations:

i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Proficiency (LEP) persons).

vii. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092 .01), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.
If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.
Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.
This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A3032

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Memorial Trailhead Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3-A.
b. Invoicing. Invoicing will occur as indicated in Attachment 3-A.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. **Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. **Additional Terms.**

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3-A
REVISED GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Memorial Trailhead Park
Grantee Name: Highlands County
FRDAP Project # A23032

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 37501 Panther Parkway, Avon Park, FL 33825 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2025.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$199,460.00**
Required Grantee Match Amount:	**$0**
Total Estimated Project Cost:	**$199,460.00**
Match Ratio:	**100:0**

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. **The Grantee may not proceed with development of the Project until Notice to Commence has been issued.**	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: New multi-use trail, picnic tables, playground, pavilion, landscaping, sidewalks, parking and fencing. **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2025, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the *<u>resources</u>* *awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1754 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2022-2023	37.017	Florida Recreation Development Assistance Program	$199,460.00	140002
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$199,460.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Statement of Issue

This amendment provides for a reduction in scope of the grant to remove the dog park, and restroom allowing the County to complete the project within the designated timeframe. This amendment does not affect the funding amount or provide for an extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

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

   Agreement Number: **A3032**

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

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

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

3. Agreement Begin Date: **upon execution** Date of Expiration: **June 30, 2025**

4. Project Number: **A23032** *(If different from Agreement Number)* Project Location(s): **37501 Panther Parkway, Avon Park, FL 33825**

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

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

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

6. Department's Grant Manager

   Name: **Tamika Bass** or successor
   Address: **3900 Commonwealth Blvd. MS #585 Tallahassee, FL 32399**
   Phone: **850-245-2501**
   Email: **tamika.bass@floridadep.gov**

   Grantee's Grant Manager

   Name: **Mr. Brandon Gunn** or successor
   Address: **12700 Arbuckle Creek Road Sebring, FL 33870**
   Phone: **863-402-6758**
   Email: **BGunn@highlandsfl.gov**

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

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

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

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

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

Highlands County | **GRANTEE**

Grantee Name

By Kathleen G. Rapp | September 6, 2022

(Authorized Signature) | Date Signed

BOARD OF COUNTY COMMISSIONERS SEAL

Kathleen G. Rapp, Chair

Print Name and Title of Person Signing

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

By Callie DeHaven Digitally signed by Callie DeHaven Date: 2022.09.07 16:49:09 -04'00'

Secretary or Designee | Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

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

2. Grant Administration.

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

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. <u>Rejection of Deliverables.</u> The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. <u>Withholding Payment.</u> In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. <u>Corrective Action Plan</u>. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures.pdf?sfvrsn=fc1c5555_2

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/state-agencies.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. <u>Insurance Requirements for Sub-Grantees and/or Subcontractors.</u> The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. <u>Deductibles.</u> The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. <u>Proof of Insurance.</u> Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. <u>Duty to Maintain Coverage.</u> In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. <u>Insurance Trust.</u> If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. <u>Termination for Convenience.</u> When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. <u>Termination for Cause.</u> The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.
The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.
The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https://apps.fldfs.com/fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
   ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
   iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

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

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A3032

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Memorial Trailhead Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, N/A.
☒	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
   The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.
b. Commercial Automobile Insurance.
   If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
   The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.
None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Memorial Trailhead Park
Grantee Name: Highlands County
FRDAP Project # A23032

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 37501 Panther Parkway, Avon Park, FL 33825 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.
☐This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☐This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2025.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	$199,460.00
Required Grantee Match Amount:	$0
Total Estimated Project Cost:	$199,460.00
Match Ratio:	100%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Development of Commencement Documentation Checklist (DRP-107)[1]. **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** The Department will issue "Notice to Commence" upon receipt and approval of: **1.A.** All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) **1.B.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. **The Grantee may not proceed with development of the Project until Notice to Commence has been issued.**	180 calendar days after Execution of Agreement[2]	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 **2.A.** Development of Primary and Support Project Elements, which includes: **New multi-use trail, picnic tables, dog park, playground, pavilion, landscaping, sidewalks, restrooms, parking and fencing.** **2.B.** Development of Completion of Documentation Checklist (DRP-111). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) **2.C.** Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2025, which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:
1. FRDAP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 691-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1754 Fixed Capital Outlay Florida Recreation Development Assistance Grants from Land Acquisition Trust Fund	2022-2023	37.017	Florida Recreation Development Assistance Program	$199,460.00	140002

Total Award	$199,460.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance, or by contacting the Department's Grant Manager.

2. Notice to Commence.
Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.
Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.
All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.
To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.
Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

i. Pre-Agreement Expenses. Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.

7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.

9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

10. Site Dedication.

a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.

b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.

c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.

d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.

f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.

Florida Department of Environmental Protection

Exhibit A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program

Project Status Report

Required Signatures: **Adobe Signature**

Project Name: ______________________________ Project Number: ______________

Project Sponsor: ______________________________

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April: Due May 5th
- ☐ May through August: Due September 5th
- ☐ September through December: Due January 5th

LIAISON: ______________________________ ______________________________
Signature Date

Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: ____________________________

____________________________ Grantee

____________________________ Project Name and Number

Billing Period:____________________________ Billing #:____________________________

DEP Division:____________________________ DEP Program:____________________________

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_______% of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	$0.00	$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

____________________________ ____________________________

Project Administrator **Date**

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

____________________________ ____________________________

Project Financial Officer **Date**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

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

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-054 to provide additional funding to Cost Center 1052 (Misdemeanor Probation).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-054 to provide additional funding to Cost Center 1052 (Misdemeanor Probation).

FISCAL IMPACT

The fiscal impact is a transfer of $33,910.00 from Cost Center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to Cost Center 1052 (Misdemeanor Probation), accounts 53100 (Professional Svcs), 55200 (Operating Supplies), and 55402 (Subscriptions) in the amounts of $14,000.00, $2,848.92, and $17,061.08, respectively for the upgraded Case Management Platform (Ritetrack).

Attachments: STATEMENT OF ISSUE.pdf
Attachments: 24-25-054 Misdemeanor Probation Add'l Funding (BA).pdf

STATEMENT OF ISSUE:

RiteTrack is the web-based case management platform used by the Highlands County Board of County Commissioners Misdemeanor Probation Office. Upgrade will include data conversion to the new upgraded product, and customization to meet the need of the Probation Office. Reports generated include: active client lists, upcoming appointments by individual probation counselors, community service compliance reports, upcoming terminations, cases without activity, monthly statistics, and mid-point case reviews.

REVIEWED
O.M.B DEPARTMENT
April 1, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/21/2025** SUBMITTED BY: **Lisa Vanecek**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **1052 / 9990**

PROJECT(S) #: ______ PROJECT TITLE(S): ______ COST CENTER TITLE(S): **Misdemeanor Probation / Budget Expenditure AC/005**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency		365,891.00		33,910.00	331,981.00
E	005	1052	53100	Professional Services		0.00	14,000.00		14,000.00
E	005	1052	55200	Operating Supplies		1,646.81	2,848.92		4,495.73
E	005	1052	55402	Subscriptions		489.00	17,061.08		17,550.08
									0.00
									0.00
									0.00

REASON: **To transfer funds from CC 9990 (Reserve) to CC 1052 to provide additional funding for the upgraded Case Management Platform (Ritetrack).**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **24-25-054** **TRANSFER TYPE:**

______ Approval

______ Denial

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

SIGNATURE: ______

DATE: ___/___/___

______ ITEM TO ITEM
XX 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 15, 2025**

PRESENTER: **Thomas Hendel, Construction Inspector / Project Manager Kenya Anderson, Senior Project Manager James D. Langford, P.E., Assistant County Administrator / Acting County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-076 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase I to appropriate funds to Project 24033 West College Drive Phase I. reconstructing a 2-lane roadway into a 4-lane roadway from the Memorial Dr. to SFSC Entrances.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-076 to approve a County Incentive Grant Program (CIGP) Agreement for the reconstruction of West College Drive Phase I to appropriate funds to Project 24033 West College Drive Phase I. reconstructing a 2-lane roadway into a 4-lane roadway from the Memorial Dr. to SFSC Entrances.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Res. 23-24-076.FDOT Project 446322-1-54-01.sgs.pdf
Attachments: 446322-1 W College Dr Reconstruction Phase I - Statement of Issue.pdf
Attachments: 446322-1 W College Dr Reconstruction Phase I - FDOT Draft Agreement.pdf

RESOLUTION NO. 24-25-076

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATED TO FINANCIAL PROJECT NO.: 446322-1-54-01; 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, FDOT has awarded a County Incentive Grant Program grant to Highlands County in accordance with the Agreement identified by FDOT Financial Project No.: 446322-1-54-01, for the design, construction, and construction engineering and inspection services of W. College Drive from Memorial Drive to South Florida State College Entrances - Phase I, hereinafter referred to as the "Project"; and;

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with FDOT to accept funding related to the Project.

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 Authorization to Execute.</u>** The County Incentive Grant Program Agreement related to FDOT Financial Project No.: 446322-1-54-01, for the Project, 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.

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 County Incentive Grant Program Agreement identified by FDOT Financial Project No.: 446322-1-54-01, 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 _______________, 2025.

HIGHLANDS COUNTY, FLORIDA

By:___________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT
FDOT Financial Project No.: 446322-1-54-01

STATEMENT OF ISSUE

Attached for your review and approval is the County Incentive Grant Program (CIGP) Agreement between State of Florida Department of Transportation (FDOT) and Highlands County, and Resolution 24-25-076 authorizing the Chairwoman of the Board to execute said Agreement for Highlands County Project Number 24033 for the design, construction, and construction engineering and inspection (CEI) for reconstructing the existing 2-lane roadway into a 4 lane roadway from midway between South Florida State College (SFSC) Entrances to Memorial Drive approximately 0.65 miles, in the total grant amount of $2,742,385.00. The County will be responsible for contributing the remaining cost of $1,827,385.00. The total estimated cost of the project is $4,569,770.00.

FDOT is willing to provide the County with financial assistance under the State of Florida Department of Transportation (FDOT) Financial Project No. 446322-1-54-01, in the total grant amount of $2,742,385.00, for the West College Drive improvements from Memorial Dr. to South Florida State College (SFSC) Entrances - Phase I. The proposed construction will primarily consist of reconstructing the existing 2-lane roadway into a 4-lane roadway. The County shall be responsible to ensure that the construction work under this agreement is performed in accordance with the approved construction documents and that it will meet all applicable State of Florida Department of Transportation (FDOT) standards. The intent at this time is for the design, construction, and construction engineering and inspection (CEI) to be done by Contract forces.

The Board Attorney has reviewed and approved the State of Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Agreement and the accompanying resolution. Thomas Hendel is the project manager for this project under the direct supervision of Kenya Anderson, Senior Project Manager and James D. Langford, Assistant County Administrator / Acting County Engineer. James D. Langford.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
5/24

FPN: 446322-1-54-01	Fund: CIGP/LF Org Code: 55014010106	FLAIR Category: FLAIR Obj: 751000
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No:09-Highlands	Contract No:	Vendor No: F596000655046

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on ____________________,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Highlands County, ("Recipient"). The
Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   ☒ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering and inspection services of W College Dr from Memorial Dr to SFSC Entrances Phase I, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2030. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $4,569,770.00 (Four Million Five Hundred Sixty-Nine Thoursand Seven Hundred Seventy Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,742,385.00 (Two Million Seven Hundred Forty-Two Thousand Three Hundred Eighty-Five Dollars) and, additionally the Department's participation in the Project shall not exceed 52% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☒ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted 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. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, 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 the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HIGHLANDS COUNTY

By: ______________________

Name: ______________________

Title: ______________________

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: ______________________

Name: ______________________

Title: ______________________

Legal Review:

By: ______________________

Name: ______________________

DS
DC

STATE-FUNDED GRANT AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446322-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Highlands County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.65 Miles / From MP 0.000 to MP 0.650

PROJECT DESCRIPTION: W College Dr From Memorial Dr to SFSC Entrances Phase I

The purpose of this exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with design, construction, and construction engineering inspection of the reconstruction of W College Dr From Memorial Dr to SFSC Entrances Phase I

Specifically and non inclusive the following are included in the Scope of Services:

1. Prepare bid package and specifications for bidding purposes. Award bid to contractor.
2. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
3. Reconstruct the existing travel lanes according to signed and sealed plans.
4. Maintain and/or upgrade the drainage of the project when appropriate.
5. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
6. Construct/Reconstruct sidewalks and curb and gutter.
7. Obtain a minimum pavement design, for reconstruction.
8. Install guardrail according to the signed and sealed plans.
9. Reconstruct or repair, as appropriate, side streets and turnout construction.
10. Coordination with utility owners during construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
11. Install Signing and Pavement Markings according to signed and sealed plans.
12. Maintain existing traffic during the entire construction period.
13. Provide, upon completion of construction, Final As-Built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
14.Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by 12/31/2026
b) Construction to be completed by 12/31/2029

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Highlands County 505 South Commerce Avenue Sebring, FL 33870	446322-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025**	Maximum Department Participation (CIGP)	$2,742,385.00	$	$2,742,385.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (LF)	$1,827,385.00	$1,827,385.00	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$4,569,770.00 100.00%	$1,827,385.00 48.00%	$2,742,385.00 52.00%	
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	$4,569,770.00	$1,827,385.00	$2,742,385.00	

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
Signature

01/06/2025 | 1:33 PM EST
Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HIGHLANDS COUNTY

PROJECT DESCRIPTION: the design, construction, and construction engineering and inspection services of W College Dr from Memorial Dr to SFSC Entrances Phase I

FPID#: 446322-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: ____

Name: ____

Title: ____

____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, ____________________________ P.E.

SEAL:

Name: ____

Date: ____

STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. 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 categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be 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.

Fringe benefits: Fringe benefits should be 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. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity 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.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $2,742,385.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

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

SUBJECT/TITLE: **Request approval of amendment one to 23PLN116 agreement between Highlands County and the Department of Enviornmental Protection to extend the deadline to June 30, 2026, for the Highlands County Vulnerability Study.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the amendment one to 23PLN116 agreement between Highlands County and the Department of Enviornmental Protection to extend the deadline to June 30, 2026, for the Highlands County Vulnerability Study.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue- Agreement 23PLN116 .pdf
Attachments: 23PLN116A1.pdf

Statement of Issue

Agreement 23PLN116 received a no-cost time extension for the Highlands County Vulnerability Assessment. The current deadline for all deliverables is March 31, 2025. We requested an extension to September 30, 2026, to allow for additional analysis and refinement of our findings. The Central Florida Regional Planning Council is working in partnership with Highlands County on this project. The past year has underscored the importance of the vulnerability assessment, as the impacts of Hurricanes Helene and Milton have highlighted new flood-prone areas and revealed damage to vulnerable infrastructure and private property. As part of our commitment to producing the most accurate and actionable assessment possible, we believe it is essential to incorporate additional information based on updated flood data and storm-related impacts. This will enhance the overall effectiveness of our assessment and ensure that Highlands County's resilience planning efforts are grounded in the most current and comprehensive data available.

AMENDMENT NO. 1
TO AGREEMENT NO. 23PLN116
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
HIGHLANDS COUNTY

This Amendment to Agreement No. 23PLN116 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Highlands County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Highlands County Comprehensive Vulnerability Assessment (Project), effective September 25, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete the Project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I, following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

8. Exhibit A, Progress Report Form Link, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form Link, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form Link.

9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

10. Exhibit I, VA Checklist Link, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised VA Checklist Link, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised VA Checklist Link.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

HIGHLANDS COUNTY

By: ______________________________________
Authorized Representative or Designee

Arlene Tuck, Board of County Commissioners Chair
Print Name and Title

Date:______________________________________

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: ______________________________________
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date:______________________________________

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (7 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form Link (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist Link (1 page)

AMENDMENT NO. 1
TO AGREEMENT NO. 23PLN116
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
HIGHLANDS COUNTY

This Amendment to Agreement No. 23PLN116 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Highlands County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Highlands County Comprehensive Vulnerability Assessment (Project), effective September 25, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete the Project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I, following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

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9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

10. Exhibit I, VA Checklist Link, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised VA Checklist Link, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised VA Checklist Link.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

HIGHLANDS COUNTY

By: ______________________________
Authorized Representative or Designee

Chris Campbell, Board of County Commissioners Chair
Print Name and Title

Date:______________________________

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: ______________________________
Secretary or Designee

Alex Reed, Director
Print Name and Title

Date:______________________________

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (7 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form Link (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist Link (1 page)

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

ATTACHMENT 1-A

1. Entire Agreement.

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

2. Grant Administration.

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

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.

   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;

    ii. The making by Grantee of a general assignment for the benefit of creditors;

    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department’s secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department’s actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee’s employees, subcontractors, or agents access to meetings within the Department’s facilities, unless the basis of Department’s denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23PLN116

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Highlands County Comprehensive Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement. The Grantee must provide subcontractor proof of payment to the Department with its next payment request or within sixty (60) days if the payment was a final payment.

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23PLN116

ATTACHMENT 3-A

PROJECT TITLE: Highlands County Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in Highlands County, Florida.

PROJECT DESCRIPTION:
Highlands County (Grantee) will complete the Highlands County Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) for Highlands County as well as the municipalities of Avon Park, Lake Placid, and Sebring. The Project will also inform a Local Mitigation Strategy and include stakeholder engagement and public outreach.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:
- **1.1:** kick-off meeting agenda to include location, date, and time of meeting;
- **1.2:** meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **1.5:** a draft list of steering committee members; and
- **1.6:** a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following:
- **3.1:** meeting agendas to include location, date, and time of meeting;
- **3.2:** meeting sign-in sheets with attendee names and affiliation;
- **3.3:** a copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** a summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:
- **4.1:** meeting agendas to include location, date, and time of meeting;
- **4.2:** meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** a summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's

GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** a technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a) 1-4, F.S.

<u>Task 6: Exposure Analysis</u>

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** a draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

<u>Task 7: Sensitivity Analysis</u>

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** an updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** meeting agendas to include location, date, and time of meeting;
- **8.2:** meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** a summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and identified focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **9.3:** all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **9.4:** a signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **10.1:** meeting agendas to include location, date, and time of meeting;
- **10.2:** meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **10.3:** a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **10.4:** a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **10.5:** a summary report including attendee input and meeting outcomes.

Task 11: Local Mitigation Strategy

Description: The results of the VA can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the VA report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

Deliverables: Submit a letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following:

- **11.1:** VA report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update;
- **11.2:** VA report will be included as an appendix to the next iteration of the LMS Plan; and
- **11.3:** the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
2	Assemble Steering Committee	Contractual Services	$5,000	$0	$5,000	7/1/2022	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	$7,000	$0	$7,000	7/1/2022	3/31/2025
4	Public Outreach Meeting #1	Contractual Services	$8,000	$0	$8,000	7/1/2022	3/31/2025
5	Acquire Background Data	Contractual Services	$50,000	$0	$50,000	7/1/2022	3/31/2026

6	Exposure Analysis	Contractual Services	$100,000	$0	$100,000	7/1/2022	3/31/2026
7	Sensitivity Analysis	Contractual Services	$90,000	$0	$90,000	7/1/2022	3/31/2026
8	Public Outreach Meeting #2	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$40,000	$0	$40,000	7/1/2022	3/31/2026
10	Public Presentation	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2026
11	Local Mitigation Strategy	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2026
Total:			**$340,000**	**$0**	**$340,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

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

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	$340,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$340,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN116

Project Title: Highlands County Comprehensive Vulnerability Assessment

Grantee: Highlands County

Subcontractor: ____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

____
Grantee's Grant Manager Signature

____
Print Name

____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

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

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-063 to realign CFS funds due to shortages**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve of Budget Amendment 24-25-063 to realign CFS funds due to shortages

FISCAL IMPACT

No Fiscal Impact, realigning (Fund 151) $29,327.82 from Project 24016 Road Reconstruct, account 56301Z Proj. Capital Infrastructure to Project 23006 R&B Equipment FY23-24, account 54600Z Proj. Equipment.

Attachments: Road and Bridge Statement of Issue 23006-24016 Realign.pdf
Attachments: 24-25-063 Realign from Proj 24016 to Proj 23006 (BA).pdf

Road and Bridge

April 15, 2025

Statement of Issue:

This Budget Amendment is requesting to realign from CFS 24/25 24016 Road Reconstruction in the amount of $29,327.82 to CFS 23/24 23006 R&B Equipment. A water truck tank was purchased through the CFS Equipment allotment to be utilized on a present truck body. The cost to fully outfit the truck for watering and pumping capability exceeded what is available. Considering the truck will be primarily utilized on road construction projects, the additional funds will be transferred from that project to cover the shortage.

REVIEWED
O.M.B DEPARTMENT
April 8, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **4/3/2025**

SUBMITTED BY: **Road and Bridge**

FUND(S): **151**

FUND TITLE(S): **Local Govt Infrastructure Surtax**

COST CENTER(S) #: **4102A**

PROJECT(S) #: **23006, 24016**

PROJECT TITLE(S): **R&B Equipment FY23-24 / R&B Road Reconstruction**

COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Proj Capital Infrastructure	24016	2,167,667.12		29,327.82	2,138,339.30
E	151	4102A	56400Z	Project Equipment	23006	244,683.18	29,327.82		274,011.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is requesting to realign from CFS 24/25 24016 Road Reconstruction in the amount of $29,327.82 to CFS 23/24 23006 R&B Equipment. A water truck tank was purchased through the CFS Equipment allotment to be utilized on a present truck body. The cost to fully outfit the truck for watering and pumping capability exceeded what is available. Considering the truck will be primarily utilized on road construction projects, the additional funds will be transferred from that project to cover the shortage.**

OFFICE USE ONLY

OMB RECOMMENDATION:

__________ Approval

__________ Denial

REQUEST # 24-25-063

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 15, 2025**

PRESENTER: **Sherri Bennett, Human Resources Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-087 approving the Equal Employment Opportunity (EEO) Plan for the period of April 2025 through March 2027.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-087 approving the Equal Employment Opportunity (EEO) Plan for the period of April 2025 through March 2027

FISCAL IMPACT

There is no fiscal impact.

Attachments: 24-25-087. EEOP 2025.pdf
Attachments: Statement of Issue EEOP 2025 - 2027.docx

RESOLUTION NO. 24-25-087

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

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

WHEREAS, it is the continuing policy of Highlands County to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religion, color, national origin, physical or mental disability, sexual orientation, gender, gender identity, genetic information, parental status, or any other legally protected group/class; and

WHEREAS, Highlands County reaffirms this policy and declares its firm commitment to support actions necessary to make equal employment opportunity a reality for all and to provide diversity in the County's workforce; and

WHEREAS, Highlands County has determined that is in its best interest to adopt an updated Equal Employment Opportunity Plan to establish responsibility and accountability, outline its goals and objectives, and identify procedures and timetables for compliance therewith.

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. Adoption of Equal Employment Opportunity Plan. Highlands County hereby adopts the Equal Employment Opportunity Plan attached hereto as **Exhibit "A"**.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the Highlands County Equal Employment Opportunity Plan, 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, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution and all prior adopted Equal Employment Opportunity Plans are hereby repealed.

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

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of April 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

____
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk

EQUAL EMPLOYMENT OPPORTUNITY PLAN

April 2025 - March 2027

NAME:	HIGHLANDS COUNTY
ADDRESS:	600 S. COMMERCE AVENUE SEBRING, FLORIDA 33870
TELEPHONE:	(863) 402-6500

PERSON RESPONSIBLE FOR THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM:

Name:	Sherri Bennett
Title:	Human Resources Manager/EEO/ADA Coordinator

POLICY

It is the policy of Highlands County to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religion, color, national origin, physical or mental disability, sexual orientation, gender, gender identity, genetic information, parental status, or any other legally protected group/class.

____
Arlene Tuck, Chairwoman
Highlands County

Adoption Date: April 15, 2025

CONTENTS

I. STATEMENT OF POLICY

It is the policy of Highlands County ("County") to provide equal opportunity employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religion, color, national origin, physical or mental disability, sexual orientation, gender, gender identity, genetic information, parental status, or any other legally protected class/group.

Equal employment opportunity shall be applied to all aspects of the employment process including, but not limited to, recruiting, testing, hiring, transfers, promotions, demotions, compensation, benefits, training, termination, layoff, and recall practices.

The County will assure a determined and sustained effort in support of this belief and the policies outlined in its Equal Employment Opportunity Plan (Plan). Highlands County believes special measures and efforts are appropriate to preclude discrimination within its organization. To effectively promote Equal Employment Opportunity (EEO), Highlands County will seek the assistance of appropriate entities including community and civic organizations, educational institutions, vendors, and appropriate government agencies.

An effective equal opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Overall, the authority for the direction of equal employment opportunity policy, programs, and practices is vested with the Equal Employment Opportunity Coordinator.

II. RESPONSIBILITY FOR IMPLEMENTATION OF THE PLAN

The Human Resources Manager/EEO/ADA Coordinator is responsible for implementation and general administration of the Plan and will continually review all personnel policies, employment practices and procedures, and make recommendations on the steps to achieve full equal employment opportunity. The EEO Coordinator has the support of the Highlands County Board of County Commissioners and is given adequate time and assistance to execute this assignment.

The EEO Coordinator's responsibilities include, but are not limited to the following:

- Revise this Equal Employment Opportunity Plan and develop techniques for communicating the County's policy and program both internally and externally.
- Assist in identifying possible EEO problem areas.
- Assist management in arriving at effective solutions to EEO problem areas.
- All required reports, including developing and implementing audit and reporting systems designed to measure the effectiveness of the Plan, as well as individual departmental efforts to identify areas that appear to require special attention or remedial action.
- Act as a resource person in equal employment opportunity and serve as liaison between the

Board of County Commissioners and departments, enforcement agencies, special groups representing minorities, women, persons with disabilities and other community groups as appropriate.

- Investigate complaints and work to resolve internal and external complaints of alleged discrimination and harassment.
- Evaluate training activities related to equal employment opportunity programs and non-discrimination policies.
- Review qualifications of all employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer and termination actions occur.
- Auditing the contents of bulletin boards to ensure the compliance information is posted and up to date.
- Ensure the completion of the EEO-4 Report filed with the EEOC every odd year.
- Assure that Supervisors are being consistent with the County's Personnel Rules & Regulations and equal employment opportunity principles when making employment decisions, including job knowledge and skill requirement, interviews, compensation commitments, assignments, training and evaluation and employee relations.
- Assure that Supervisors follow and report to appropriate personnel any allegations of discrimination, harassment, or retaliation.

III. IDENTIFICATION OF POSSIBLE PROBLEM AREAS

A. RECRUITMENT AND SELECTION:

- The hiring and selection process consists of interviews conducted by an Interview Panel comprised of three (3) or more members to include the Supervisor, Department Director or department designee, and a member of Human Resources. For most positions, prior experience is necessary. Background investigations of applicants are comprehensive and include driving record and criminal background checks. For safety sensitive positions, drug testing is required.
- A review of present employee complement will be conducted to ensure that there is no discriminatory selection based on employment.
- Employment applications will be maintained and will be reviewed by department directors, or their designee, to ensure a non-discriminatory selection process. If any deficiencies are observed, a meeting will be held to discuss and correct the problem.
- The employment application form, whether paper or electronic, conforms to applicable state and federal regulations.
- Job titles are descriptive of job content.
- Qualified minorities and women receive all benefits received by non-minorities and are included in any County sponsored activities or programs, if they are otherwise so entitled.
- The Equal Employment Opportunity Plan is supported by all department directors and supervisors.

B. JOB DESCRIPTIONS AND QUALIFICATION STANDARDS

- Analyze job description and qualification standards to be sure that in themselves they do not cause inadvertent unlawful discrimination and are free of gender bias.
- Ensure all members of management involved in recruitment, screening, and promotion fully understand the requirements of the established job.
- The overall selection process will be reviewed continually, including training and promotion procedures to ensure it is not biased or stereotypes minorities and women.
- All personnel involved in recruiting, screening, selecting, promoting, disciplining, and related processes continue to be carefully selected and trained to ensure that commitments to this Equal Employment Opportunity Plan are fully implemented.
- Qualified minorities and women will continue to be given careful consideration for all available positions.

IV. INTERNAL AUDIT AND REPORTING SYSTEMS

Reports will be created for the submission of the EEO-4 Report biennially, or as requested. The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity to all employees and applicants:

- Recruitment, advertising, and job application procedures.
- Hiring, promotion, layoff, recall from layoff.
- Rates of pay and any other forms of compensation including fringe benefits.
- Job assignments, job classifications, and job descriptions.
- Sick Leave, leaves of absence or any other leave.
- Training and attendance at professional meetings and conferences.

V. COMPLAINT RESOLUTION PROCEDURES

It is the policy of the County to ensure that anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the attention of their immediate supervisor. Procedures are as follows:

1. The complaint should be in writing using the Discrimination Complaint Form and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

2. The complaint should be submitted by the grievant and/or his or her designee as soon as possible but no later than fourteen (14) business days after the alleged violation to:

Human Resources Manager/EEO/ADA Coordinator
600 South Commerce Avenue
Sebring, FL 33870

3. Within fourteen (14) business days after receipt of the complaint, the Human Resources Manager or his or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fourteen (14) business days of the meeting, the Human Resources Manager or his or her designee will respond in writing, and where appropriate, in a format accessible to the complainant, explaining the position of the County.

4. If the response by the Human Resources Manager or his or her designee does not satisfactorily resolve the issue, the complainant and/or his or her designee may appeal the decision within fourteen (14) business days after receipt of the response to the County Administrator or his or her designee.

5. Within fourteen (14) business days after receipt of the appeal, the County Administrator or his or her designee will meet with the complainant to discuss the complaint and possible resolutions. Within fourteen (14) business days after the meeting, the County Administrator or his or her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

6. All written complaints received by the Human Resources Manager or his or her designee, appeals to the County Administrator or his or her designee, and responses from these two offices will be retained by the County for at least three (3) years.

VI. COUNTY POLICY

A. HARASSMENT POLICY

Harassment that is unlawful negatively affects morale, motivation, and work performance, as well as absenteeism and turnover. The County does not tolerate any form of discrimination or harassment based on age, race, sex, religious belief, color, national origin, physical or mental disability, sexual orientation, gender, gender identity, genetic information, parental status, or any other category of protected group/class as prohibited by law.

Harassment based on age, race, sex, religious belief, color, national origin, physical or mental disability, sexual orientation, gender, gender identity, genetic information, parental status, or any other category of protected group/class, as prohibited by law, is illegal. Verbal or physical conduct may constitute unlawful harassment when:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that person, i.e. pay increases, promotions, job assignments, etc.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

B. SEXUAL HARASSMENT

Sexual harassment may consist of:

- Making sexual advances or seeking sexual favors or actions from an employee in exchange for better working conditions, a promotion, raise, or other improvement of job condition.
- Asking for sexual favors.
- Making sexual comments or jokes.
- Unwanted physical contact.

This is not a complete list of sexual harassment behaviors. If any employee feels that they are put in an uncomfortable position because of their sex, this could be considered harassment.

EXAMPLES OF OTHER INAPPROPRIATE BEHAVIOR

Specific examples of inappropriate or illegal behavior include, but are not limited to:

- Negative or offensive comments, jokes, or suggestions about another employee's gender or sexuality.
- Obscene or lewd sexual comments, jokes, suggestions, or innuendos.
- Slang names or labels that others find offensive, i.e. honey, sweetie, boy, girl, etc.
- Making negative comments about or calling attention to an employee's body or sexual characteristics.
- Laughing at, ignoring, or minimizing the complaints of an employee who experiences sexual harassment.
- Continuing certain behavior after a coworker has objected to that behavior.
- Displaying nude or sexual pictures, cartoons, etc. on County property.

C. RETALIATION

Any retaliation against a person for filing a harassment/discrimination charge or making a harassment/discrimination complaint is prohibited.

Retaliation occurs when adverse action is taken against an individual who reports a concern about potentially illegal or unethical conduct or a violation of the County's policies or procedures. Employees found to be retaliating against another employee shall be subject to disciplinary action, up to and including termination.

D. AMERICANS WITH DISABILITIES POLICY

It is the policy of Highlands County to ensure that full consideration is given to individuals with disabilities for employment. The Rehabilitation Act of 1973 was enacted to provide equal access to employment in the private and public sectors for individuals with disabilities. Section 504 of the Rehabilitation Act of 1973, as amended by 45 CFR, Part 84, however, does not encompass all "individuals with disabilities". To be considered as within the protected class/group, an individual must be a "qualified individual with a disability". With respect to employment, the affected individual must be able "with reasonable accommodations (to) perform the essential functions of the job in question". The Americans with Disabilities Act of 1990 and as amended in 2009, Title I, Employment, further outlines the federal law that protects qualified individuals who have disabilities from being discriminated against in all phases of employment.

- In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the County will not discriminate against qualified individuals should he or she have a physical or mental impairment which substantially limits one or more major life activities; have record of such impairment; or is regarded as having such impairment.
- Effective Communication: The County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in County programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.
- Modifications to Policies and Procedures: The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.
- Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the County, should contact the Human Resources Manage/ADA Coordinator, at 863-402-6500 as soon as possible but no later than forty-eight (48) hours before the scheduled event.
- The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.
- The County will not place a surcharge on an individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

E. LIMITED ENGLISH PROFICIENCY

It is the policy of the County to take reasonable steps to ensure that persons with Limited English

Proficiency (LEP) have meaningful access and an equal opportunity to participate in County services, activities, programs and other benefits. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent documents or any other applicable forms. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and will be informed of the availability of such assistance free of charge.

- Language assistance will be provided through the use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure.
- Human Resources will be responsible for maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual office staff.
- Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.
- To ensure confidentiality of information and accurate communication, minors will not be used to interpret.
- County staff will inform LEP persons of the availability of language assistance, free of charge Documentation will also be available on the County website.

VII. DISSEMINATION OF EEO POLICY

A. INTERNAL DISSEMINATION

- The Equal Employment Opportunity policies are contained within the Highlands County Personnel Rules & Regulations and are posted on the County's website.
- New employees are provided with an electronic copy of the Personnel Rules & Regulations which includes the EEO Plan.
- The Plan will be discussed at staff meetings, and executive staff (management) sessions.
- The Plan will be publicized, as appropriate, in official publications for Highlands County employees.

B. EXTERNAL DISSEMINATION

- The Equal Employment Opportunity plan is posted on the County's website.
- Internet/online job announcements and other recruitment advertisements, publications, brochures, etc. for Highlands County will carry the clause: "An Equal Employment Opportunity/ADA (EEO/ADA) Employer".

- All Highlands County job announcements will continue to indicate that the County is an equal opportunity employer.

VIII. GOALS AND TIMETABLES

Highlands County shall attempt to increase the representation of those targeted under this Equal Employment Opportunity Plan by identifying targeted protected groups. This shall be accomplished by directing, through adoption of this Plan, hiring authorities to meet placement goals for the inclusion of protected class members, to eliminate underutilization, and ensure the hiring process is accessible to underrepresented groups. (see appendices)

HIGHLANDS COUNTY EEO PLAN
County Workforce Statistics 2020
APPENDIX A

Job Category	Employees In Class	Male Totals	White	Hispanic or Latino	Black or African American	American Native Alaska Native	Asian Pacific Islander	Two or More Races	Female Totals	White	Hispanic or Latino	Black or African American	American Native Alaska Native	Asian Pacific Islander	Two or More Races
Officials/	12	7	7	0	0	0	0	0	5	5	0	1	0	0	0
Administrators															
Class %	100%	58.33	58.33	0.00	0.00	0.00	0.00	0.00	41.67	41.67	0.00	8.33	0.00	0.00	0.00
Professionals	35	14	14	0	1	0	0	0	21	16	4	1	0	0	0
Class %	100%	40.00	40.00	0.00	2.86	0.00	0.00	0.00	60.00	45.71	11.43	2.86	0.00	0.00	0.00
Technicians	84	58	47	6	2	2	1	0	26	25	1	0	0	0	0
Class %	100%	69.05	55.95	7.14	2.38	2.38	1.19	0.00	30.95	29.76	1.19	0.00	0.00	0.00	0.00
Protected Service Workers	49	44	39	5	0	0	0	0	5	5	0	0	0	0	0
Class %	100%	89.80	79.59	10.20	0.00	0.00	0.00	0.00	10.20	10.20	0.00	0.00	0.00	0.00	0.00
Admin Support	85	17	16	1	0	0	0	0	68	48	12	8	0	0	0
Class %	100%	20.00	18.82	1.18	0.00	0.00	0.00	0.00	80.00	56.47	14.12	9.41	0.00	0.00	0.00
Skilled Craft Worker	77	77	55	8	11	3	0	0	0	0	0	0	0	0	0
Class %	100%	100.00	71.43	10.39	14.29	3.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Service-Maintenance	31	22	9	8	5	0	0	0	9	4	3	2	0	0	0
Class %	100%	70.97	29.03	25.81	16.13	0.00	0.00	0.00	29.03	12.90	9.68	6.45	0.00	0.00	0.00
TOTALS	373	239	187	28	19	5	1	0	134	103	20	12	0	0	0
Total %	100%	64.08	50.13	7.51	5.09	1.34	0.27	0.00	35.92	27.61	5.36	3.22	0.00	0.00	0.00

HIGHLANDS COUNTY EEO PLAN

Community Labor Statistics 2010 Census

APPENDIX B

Job Category	Employees In Class	Male Totals	White	Black	Hispanic	Asian Pacific Islander	American Native Alaska Native	Two or More Races	Female Totals	White	Black	Hispanic	Asian Pacific Islander	American Native Alaska Native	Two or More Races
Officials/ Administrators	780	440	345	0	65	30	0	0	340	275	30	20	15	0	0
Class %	100%	56.41	44.23	0.00	8.33	3.85	0.00	0.00	43.59	35.26	3.85	2.56	1.92	0.00	0.00
Professionals	2,165	895	725	70	45	55	0	0	1,270	950	35	175	95	15	0
Class %	100%	41.34	33.49	3.23	2.08	2.54	0.00	0.00	58.66	43.88	1.62	8.08	4.39	0.69	0.00
Technicians	934	124	105	0	19	0	0	0	810	665	25	60	60	0	0
Class %	100%	13.28	11.24	0.00	2.03	0.00	0.00	0.00	86.72	71.20	2.68	6.42	6.42	0.00	0.00
Protected Service Workers	3,484	1,635	1,155	260	190	30	0	0	1,849	1,220	340	195	70	0	24
Class %	100%	46.93	33.15	7.46	5.45	0.86	0.00	0.00	53.07	35.02	9.76	5.60	2.01	0.00	0.69
Admin Support	3,593	655	525	45	50	0	0	35	2938	2450	205	220	4	4	55
Class %	100%	18.23	14.61	1.25	1.39	0.00	0.00	0.97	81.77	68.19	5.71	6.12	0.11	0.11	1.53
Skilled Craft Worker	2,189	2,150	1,830	95	180	15	0	30	39	35	0	4	0	0	0
Class %	100%	98.22	83.60	4.34	8.22	0.69	0.00	1.37	1.78	1.60	0.00	0.18	0.00	0.00	0.00
Service-Maintenance	1,275	1,025	730	50	215	0	10	20	250	200	0	50	0	0	0
Class %	100%	80.39	57.25	3.92	16.86	0.00	0.78	1.57	19.61	15.69	0.00	3.92	0.00	0.00	0.00
TOTALS	14,420	6,924	5,415	520	764	130	10	85	7,496	5,795	635	724	244	19	79
Total %	100%	48.02	37.55	3.61	5.30	0.90	0.07	0.00	51.98	40.19	4.40	5.02	1.69	0.13	1.14

The EEO Tabulation 2006-2010 (5-year ACS data) is available through American FactFinder (AFF) (factfinder2.census.gov) beginning November 29, 2012. This 107-table tabulation, which highlights the diversity of the labor force, is based on the American Community Survey (ACS) 2006-2010 five-year data (www.census.gov/acs). The Census Bureau produces this tabulation for four sponsoring Federal agencies: Equal Employment Opportunity Commission (EEOC), Department of Justice (DOJ), the Office of Federal Contract Compliance Programs (OFCCP) at the Department of Labor (DOL) and Office of Personnel Management (OPM). The EEO Tabulation serves as the primary external benchmark for comparing the race, ethnicity, and sex composition of an organization's internal workforce, and the analogous external labor market, within a specified geography and job category.

The EEO Tabulation 2006-2010 (5-year ACS data) contains information similar to comparable tabulations from the 1970, 1980, 1990 and 2000 censuses. Characteristics include sex, race, and Hispanic origin, crosstabulated by citizenship, occupation, industry, age, educational attainment, earnings, and unemployment status. The 2010 Census occupation categories used in this file are based on the 2010 Standard Occupational Classification (SOC) categories. Tables are tabulated for at least one of three geographic types: residence, worksite, and residence-to-worksite commuting flows. These are tabulated for one or more of the following geographic summary levels: U.S. Total, all states, the District of Columbia, and Puerto Rico, metro and micro areas, counties, places, and EEO county sets. All tables also include estimates, percentages, and margins of error.

To access the EEO Tabulation 2006-2010 (5-year ACS data) tables go to https://www.census.gov/people/eeotabulation/data/eeotables20062010.html.

https://www.census.gov/people/eeotabulation/about/faq5year.html

https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk

Utilization Analysis Chart
Relevant Labor Market: Highlands County, Florida
APPENDIX C

Job Categories	Male							Female						
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races/ Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races/ Other
Officials/ Administrators														
Workforce #/%	14/64%	1/5%	1/5%	1/5%	0/0%	0/0%	0/0%	4/18%	1/5%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	1,360/41 %	410/12%	20/1%	0/0%	40/1%	0/0%	0/0%	1,220/37 %	50/2%	170/5%	0/0%	15/0%	0/0%	20/1%
Utilization #/%	22%	-8%	4%	5%	-1%	0%	0%	-19%	3%	-5%	0%	-0%	0%	-1%
Professionals														
Workforce #/%	11/39%	1/4%	0/0%	0/0%	0/0%	0/0%	0/0%	10/36%	5/18%	1/4%	0/0%	0/0%	0/0%	0/0%
CLS #/%	945/22%	230/5%	185/4%	0/0%	135/3%	0/0%	60/1%	1,845/42 %	420/10%	445/10%	4/0%	90/2%	25/1%	10/0%
Utilization #/%	18%	-2%	-4%	0%	-3%	0%	-1%	-6%	8%	-7%	-0%	-2%	-1%	-0%
Technicians														
Workforce #/%	43/63%	7/10%	2/3%	0/0%	0/0%	0/0%	0/0%	14/21%	2/3%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	620/32%	375/19%	25/1%	0/0%	0/0%	0/0%	0/0%	495/25%	285/15%	105/5%	0/0%	20/1%	0/0%	20/1%
Utilization #/%	31%	-9%	2%	0%	0%	0%	0%	-5%	-12%	-5%	0%	-1%	0%	-1%
Protective Services: Sworn														
Workforce #/%	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CLS #/%	420/74%	0/0%	60/11%	0/0%	0/0%	0/0%	0/0%	50/9%	35/6%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN
Protective Services: Non- sworn														
Workforce #/%	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Civilian Labor Force #/%	20/36%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	35/64%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN	NaN

Job Categories	Male							Female						
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races/ Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races/ Other
Administrative Support														
Workforce #/%	10/13%	3/4%	1/1%	0/0%	1/1%	0/0%	1/1%	46/58%	12/15%	3/4%	1/1%	0/0%	0/0%	1/1%
CLS #/%	1,625/20%	505/6%	70/1%	0/0%	75/1%	0/0%	65/1%	4,130/52%	940/12%	305/4%	45/1%	110/1%	15/0%	125/2%
Utilization #/%	-8%	-3%	0%	0%	0%	0%	0%	7%	3%	-0%	1%	-1%	-0%	-0%
Skilled Craft														
Workforce #/%	37/66%	6/11%	4/7%	2/4%	0/0%	0/0%	2/4%	2/4%	2/4%	1/2%	0/0%	0/0%	0/0%	0/0%
CLS #/%	1,660/67%	515/21%	125/5%	0/0%	0/0%	0/0%	15/1%	90/4%	60/2%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%	-1%	-10%	2%	4%	0%	0%	3%	-0%	1%	2%	0%	0%	0%	0%
Service/Maintenance														
Workforce #/%	73/54%	23/17%	13/10%	0/0%	1/1%	0/0%	3/2%	13/10%	5/4%	1/1%	0/0%	0/0%	0/0%	2/1%
CLS #/%	2,655/25%	2,210/21%	865/8%	0/0%	115/1%	0/0%	230/2%	2,440/23%	1,180/11%	495/5%	15/0%	25/0%	0/0%	205/2%
Utilization #/%	29%	-4%	1%	0%	-0%	0%	0%	-14%	-8%	-4%	-0%	-0%	0%	-0%

APPENDIX D

EEO-4 JOB CATEGORIES

Officials and Administrators: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district of area basis. Includes: department heads, bureau chiefs, directors, deputy directors, controllers, wardens, superintendents, sheriff's, police and fire chiefs and inspectors, examiners (bank, hearing, motor vehicles, warehouse), inspectors (construction, building, safety, rent-and-housing, fire, A.B.C. Board, license, dairy, livestock: transportation), assessors, tax appraisers and investigators, coroners, farm managers, and kindred workers.

Professionals: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: Personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dieticians, lawyers, system analysis, accountants, engineers, employment and vocational rehabilitations counselors, teachers or instructors, police and fire captains and lieutenants, librarians, management analysis, airplane pilots and navigators, and kindred workers.

Technicians: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers, drafters, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), police and fire sergeants, inspectors (production or processing inspectors, testers and weighers), and kindred workers.

Protective Service Workers (Sworn): Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police and patrol officers, deputy sheriffs, bailiffs, correctional officers, detective, marshals, harbor patrol officers, game and fish wardens, park rangers (except maintenance), and kindred workers.

Protective Service Workers (Non-Sworn): Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: fire fighters, emergency medical personnel and kindred workers.

Administrative Support (Including Clerical and Sales): Occupations in which workers are responsible for internal and external communications, recording and retrieval of data and/or information and paperwork required in an office. Includes bookkeepers, messengers, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, office machine and computer operators, telephone operators, legal assistants, sales workers, cashiers, toll collectors, and kindred workers.

Skilled Craft Worker: Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairers, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, power plant operators, water and sewage treatment plant operators, and kindred workers.

Service-Maintenance: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry-cleaning operators, truck drivers, bus drives, garage laborers, custodial employees, gardeners and groundskeepers.

STATEMENT OF ISSUE

It is the policy of Highlands County to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religion, color, na?onal origin, physical or mental disability, sexual orienta?on, gender, gender iden?ty, gene?c informa?on, parental status, or any other legally protected group/class.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Jackie Gabrus, CGFM, Accounting Manager for the Highlands County Clerk of Courts**

SUBJECT/TITLE: **Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended September 30, 2024**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended September 30, 2024

FISCAL IMPACT

There is no fiscal impact.

Attachments: FY 2024 Combined Monthly Report Board Meeting Request Sept 2024.pdf
Attachments: FY 2024 Court-Related and Other Misc Funds Memo Sept 2024.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: APRIL 15, 2025

PRESENTER: CLERK'S ACCOUNTING DEPARTMENT

SUBJECT/TITLE: COURT-RELATED AND OTHER MISCELLANEOUS FUNDS REVENUE AND EXPENDITURES FOR THE BOARD OF COUNTY COMMISSIONERS

STATEMENT OF ISSUE

This summary report is being provided in accordance with section 318.18(14) and 939.185 Florida Statutes, and Section 2.5 and 2.8 of the Highlands County Code of Ordinances.

RECOMMENDED ACTION

MOTION TO ACCEPT INTO THE RECORD THE COURT-RELATED AND OTHER MISCELLANEOUS FUNDS REVENUE AND EXPENDITURES SUMMARY, FOR THE QUARTER ENDED SEPTEMBER 30, 2024.

FISCAL IMPACT

For information, please contact:

Jackie Gabrus, CGFM
Accounting Manager
Highlands County Clerk of Courts
(863) 402-6823
jgabrus@hcclerk.org

Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

MEMORANDUM

Date: **April 15, 2025**

To: **Highlands County Board of County Commissioners**

From: **Jackie Gabrus, Accounting Manager**
Highlands County Clerk of Courts

Subject: **Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners**

Following is a summary of various court-related and other miscellaneous funds revenue and expenditures for July through September 2024.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	$ 202,302.38(a)	$ (11,534.53)(b)	$ 400,695.35
131	Intergovernmental Radio Communications Fund	25,713.95	0.00	0.33
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	6,311.22	0.00	0.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	7,055.55	9,292.34	4,674.69
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	41,645.56	38,658.72	97,556.73
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	4,340.01	38,010.41	12,389.59
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	4,235.86	4,235.86	935.84
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	4,234.30	30,515.46	1,003.36
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	4,276.57	0.00	836.52
160	Teen Court – F.S. 938.19(5) (Clerk Fund)	4,732.97	10,520.00	N/A

(a) Revenues received from the state lag 2-3 months.
(b) Credit balance is the result of Sheriff unspent funds returned in the 4th quarter.

Please contact our office if you need additional information.

Thank you.

cc: Jerome Kaszubowski, Clerk of Courts
Laurie Hurner, County Administrator
James D. Langford, Assistant County Administrator
David Ontermaa, Senior Director of Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Jackie Gabrus, CGFM, Accounting Manager for the Highlands County Clerk of Courts**

SUBJECT/TITLE: **Request to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended December 31, 2024**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to accept into the record the Court-Related and Other Miscellaneous Funds Revenue and Expenditures Summary for the quarter ended December 31, 2024

FISCAL IMPACT

No fiscal impact

Attachments: FY 2025 Combined Monthly Report Board Meeting Request Dec 2024.pdf
Attachments: FY 2025 Court-Related and Other Misc Funds Memo Dec 2024.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: APRIL 15, 2025

PRESENTER: CLERK'S ACCOUNTING DEPARTMENT

SUBJECT/TITLE: COURT-RELATED AND OTHER MISCELLANEOUS FUNDS REVENUE AND EXPENDITURES FOR THE BOARD OF COUNTY COMMISSIONERS

STATEMENT OF ISSUE

This summary report is being provided in accordance with section 318.18(14) and 939.185 Florida Statutes, and Section 2.5 and 2.8 of the Highlands County Code of Ordinances.

RECOMMENDED ACTION

MOTION TO ACCEPT INTO THE RECORD THE COURT-RELATED AND OTHER MISCELLANEOUS FUNDS REVENUE AND EXPENDITURES SUMMARY, FOR THE QUARTER ENDED DECEMBER 31, 2024.

FISCAL IMPACT

For information, please contact:

Jackie Gabrus, CGFM
Accounting Manager
Highlands County Clerk of Courts
(863) 402-6823
jgabrus@hcclerk.org

Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

MEMORANDUM

Date: **April 15, 2025**

To: **Highlands County Board of County Commissioners**

From: **Jackie Gabrus, Accounting Manager**
Highlands County Clerk of Courts

Subject: **Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners**

Following is a summary of various court-related and other miscellaneous funds revenue and expenditures for October through December 2024.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	$ 1,500.00(a)	$ 562,460.33	$ 2,036,780.27
131	Intergovernmental Radio Communications Fund	23,245.10	410,651.19	0.81
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	6,916.51	0.00	0.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	6,059.46	0.00	30,000.00
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	33,204.52	47,180.84	285,046.22
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	5,114.46	0.00	47,200.00
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	5,054.72	5,054.72	13,345.28
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	5,053.11	0.00	62,505.00
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	5,061.09	0.00	18,400.00
160	Teen Court – F.S. 939.19(5) (Clerk Fund)	4,043.59	5,766.14	N/A

(a) Revenues received from the state lag 2-3 months.

Please contact our office if you need additional information.

Thank you.

cc: Jerome Kaszubowski, Clerk of Courts
Laurie Hurner, County Administrator
James D. Langford, Assistant County Administrator
David Ontermaa, Senior Director of Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Valerie Fleeger, Senior Budget Analyst David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-086 for Budget Amendment 24-25-061 to make adjustments and corrections to the FY23-24 Project rollovers into FY24-25 according to actuals after end-of-year close out, as well as, to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-086 for Budget Amendment 24-25-061 to make adjustments and corrections to the FY23-24 Project rollovers into FY24-25 according to actuals after end-of-year close out, as well as, to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.

FISCAL IMPACT

The fiscal impact for FY 24/25 is an decrease to Fund 005 General ($11,624.49), Fund 143 FL Boating Improvement ($199.00), Fund 151 Infrastructure Surtax ($1,044,086.67), and Fund 181 Fire Assessment ($12,300.00). Funds with increases are Fund 155 Hospital District ($51,262.67), and Fund 163 Home Initiatives Partnership ($0.30) for a combined net decrease of $1,016,947.19.

Attachments: Reg.-1103-2024 Statement of Issue Proj. Rollover #2.pdf
Attachments: 24-25-061 Project Rollover #2 (BA).pdf
Attachments: 24-25-061R Project Rollover #2 (Resolution).pdf

Reg.-1103-2024 **Statement of Issue**

This budget amendment is making adjustments and corrections to FY23/24 Project rollovers into FY24/25 according to actuals after end-of-year close-out, as well as, to roll projects that were not rolled in the budget process nor completed.

REVIEWED
O.M.B DEPARTMENT
April 2, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **3/24/2025** SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

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		3999100Z	Project Fd Bal Forward	07040	399.00	0.11		399.11
E	005	6209	55200Z	Project Operating Supp	07040	399.00	0.11		399.11
R	005		3999100Z	Project Fd Bal Forward	08048	13,365.00		5,355.87	8,009.13
E	005	6210	55200Z	Project Operating Supp	08048	6,315.00		5,355.87	959.13
R	005		3999100Z	Project Fd Bal Forward	08049	5,730.00	0.49		5,730.49
E	005	6211	55200Z	Project Operating Supp	08049	5,730.00	0.49		5,730.49

REASON: **To make adjustments and corrections to FY23-24 Project rollovers into FY24-25 according to actuals after end-of-year close-out, as well as, to roll projects that were not rolled in the budget process nor completed.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **24-25-061** **TRANSFER TYPE:**

________ Approval

________ Denial

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

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

SIGNATURE: ________

Signature: ________ DATE: ___ / ___ / ___ Posted by Clerk: ________

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	08067	4,500.00	176.20		4,676.20
E	005	5221	53108Z	Project Outpatient	08067	4,900.00	176.20		5,076.20
R	163		3999100Z	Project Fd Bal Forward	10036	482.00	0.30		482.30
E	163	5345	54900Z	Project Other Chg & Oblig	10036	482.00	0.30		482.30
R	151		3999100Z	Project Fd Bal Forward	14033	37,899.85		13,969.36	23,930.49
E	151	2111A	56400Z	Project Equipment	14033	37,899.85		13,969.36	23,930.49
R	005		3999100Z	Project Fd Bal Forward	15064	5,500.00	3,476.79		8,976.79
E	005	3995	55200Z	Project Operating Supp	15064	0.00	3,476.79		3,476.79
R	151		3999100Z	Project Fd Bal Forward	16056	1,286,459.00	0.02		1,286,459.02
E	151	3322A	56200Z	Project Buildings	16056	1,286,459.00	0.02		1,286,459.02
R	005		3999100Z	Project Fd Bal Forward	17020	900.00		141.68	758.32
E	005	3995	55200Z	Project Operating Supp	17020	900.00		141.68	758.32
R	151		3999100Z	Project Fd Bal Forward	17041	0.00	211,517.43		211,517.43
E	151	2672A	56200Z	Project Buildings	17041	0.00	211,517.43		211,517.43
R	151		3999100Z	Project Fd Bal Forward	17058	275,300.00	99.24		275,399.24
E	151	2672A	56200Z	Project Buildings	17058	304,016.00	99.24		304,115.24
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BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	18025	302,267.64		176,866.66	125,400.98
E	151	2672A	56200Z	Project Buildings	18025	1,014,341.42		176,866.66	837,474.76
R	005		3999100Z	Project Fd Bal Forward	19041	73,750.00		3,918.32	69,831.68
E	005	6303	53100Z	Project Professional Svc	19041	77,253.99		3,918.32	73,335.67
R	005		3999100Z	Project Fd Bal Forward	20027	0.00	105.00		105.00
E	005	3995	53400Z	Project Contractual Svc	20027	0.00	105.00		105.00
R	151		3999100Z	Project Fd Bal Forward	20077	45,497.21		9,486.14	36,011.07
E	151	4102A	56200Z	Project Buildings	20077	504,412.51		9,486.14	494,926.37
R	151		3999100Z	Project Fd Bal Forward	21032	1,129,529.00		16,999.89	1,112,529.11
E	151	2672A	56300Z	Project Improvements	21032	1,379,225.00		16,999.89	1,362,225.11
R	151		3999100Z	Project Fd Bal Forward	21034	359,460.00		111,099.28	248,360.72
E	151	2672A	56400Z	Project Equipment	21034	616,116.00		111,099.28	505,016.72
R	151		3999100Z	Project Fd Bal Forward	21035	689,570.00		551.76	689,018.24
E	151	2111A	56400Z	Project Equipment	21035	750,770.00		551.76	750,218.24
R	151		3999100Z	Project Fd Bal Forward	21036	33,786.00		13,880.71	19,905.29
E	151	2672A	56300Z	Project Improvements	21036	33,786.00		13,880.71	19,905.29
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BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	2672A	56300Z	Project Improvements	21036	19,905.29		19,905.29	-
E	151	2672A	56400Z	Project Equipment	21036	40,000.00	19,905.29		59,905.29
E	151	3991A	54600Z	Project Repair & Maint	21037	164,950.00		164,950.00	-
E	151	3991A	56400Z	Project Equipment	21037	40,000.00	164,950.00		204,950.00
R	151		3999100Z	Project Fd Bal Forward	21039	382,624.00	0.75		382,624.75
E	151	4102A	56100Z	Project Land	21039	462,624.00	0.75		462,624.75
R	151		3999100Z	Project Fd Bal Forward	21044	545,582.00	0.28		545,582.28
E	151	4102A	56100Z	Project Land	21044	865,582.00	0.28		865,582.28
R	151		3999100Z	Project Fd Bal Forward	21045	68,800.00	1,200.00		70,000.00
E	151	4102A	56100Z	Project Land	21045	372,800.00	1,200.00		374,000.00
R	151		3999110Z	Project Encumb Forward	21048	63,252.00		63,252.00	-
E	151	2111A	56400Z	Project Equipment	21048	63,252.00		63,252.00	-
R	151		3999100Z	Project Fd Bal Forward	21049	227,062.00	819.95		227,881.95
E	151	2111A	56200Z	Project Buildings	21049	690,062.00	819.95		690,881.95
R	143		3999100Z	Project Fd Bal Forward	21051	8,593.04		199.00	8,394.04
E	143	6103	54600Z	Project Repair & Maint	21051	8,593.04		199.00	8,394.04
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BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	21052	0.00	1,107.90		1,107.90
E	005	3995	55403Z	Project Educ & Training	21052	0.00	1,107.90		1,107.90
R	005		3999100Z	Project Fd Bal Forward	21062	241,082.50		69,858.86	171,223.64
R	005		3344930Z	SWFWMD-Water Control	21062	125,141.14	69,858.86		195,000.00
R	005		3999100Z	Project Fd Bal Forward	21068	0.00	5,257.36		5,257.36
E	005	3995	58301Z	Other-Individuals	21068	0.00	5,257.36		5,257.36
R	155		3999100Z	Project Fd Bal Forward	21080	0.00	16,871.31		16,871.31
E	155	1155	51200Z	Project Regular Salaries	21080	0.00	12,638.43		12,638.43
E	155	1155	52100Z	Project Fica Taxes	21080	0.00	829.88		829.88
E	155	1155	52200Z	Project Retirement Cont	21080	0.00	1,093.82		1,093.82
E	155	1155	52400Z	Project Workers' Comp	21080	0.00	87.18		87.18
E	155	1155	53400Z	Project Contractual Svc	21080	0.00	2,222.00		2,222.00
R	151		3999100Z	Project Fd Bal Forward	21099	45,313.60		45,313.60	-
R	151		3999110Z	Project Encumb Forward	21099	856,323.80		12,062.60	844,261.20
E	151	4102A	56301Z	Proj Capital Infrastructu	21099	901,637.40		57,376.20	844,261.20
R	181		3999100Z	Project Fd Bal Forward	21104	301,279.89		12,300.00	288,979.89
E	181	3217	56200Z	Project Buildings	21104	3,318,579.89		12,300.00	3,306,279.89

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BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	21111	0.00	987.83		987.83
E	005	3995	55403Z	Project Educ & Training	21111	0.00	987.83		987.83
R	151		3999100Z	Project Fd Bal Forward	22008	125,000.00		326.95	124,673.05
E	151	2672A	56400Z	Project Equipment	22008	125,000.00		326.95	124,673.05
R	151		3999100Z	Project Fd Bal Forward	22012	340,423.00		1,718.35	338,704.65
E	151	6102A	56300Z	Project Improvements	22012	340,423.00		1,718.35	338,704.65
R	155		3999100Z	Project Fd Bal Forward	22050	0.00	30,335.47		30,335.47
E	155	1155	51200Z	Project Regular Salaries	22050	0.00	30,335.47		30,335.47
R	151		3999100Z	Project Fd Bal Forward	23006	14,672.18		14,672.18	-
R	151		3999110Z	Project Encumb Forward	23006	230,011.00		195,338.82	34,672.18
E	151	4102A	56400Z	Project Equipment	23006	244,683.18		210,011.00	34,672.18
R	151		3999100Z	Project Fd Bal Forward	23009	37,254.84	37.16		37,292.00
E	151	4102A	56301Z	Proj Capital Infrastructu	23009	37,254.84	37.16		37,292.00
R	151		3999100Z	Project Fd Bal Forward	23016	238,798.57	1,707.50		240,506.07
E	151	6303A	56301Z	Proj Capital Infrastructu	23016	239,494.23	1,707.50		241,201.73
R	005		3999100Z	Project Fd Bal Forward	23025	156,445.00	0.15		156,445.15
E	005	3327	56001Z	Project Capital Outlay	23025	729,390.72	0.15		729,390.87

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TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	23049	110,125.00		30,000.00	80,125.00
E	005	2700	53100Z	Project Professional Svc	23049	110,125.00		30,000.00	80,125.00
R	151		3999100Z	Project Fd Bal Forward	23054	126,301.00		126,301.00	-
E	151	6101A	58100Z	Aid to Government Ag Proj	23054	126,301.00		126,301.00	-
R	005		3999100Z	Project Fd Bal Forward	23020	0.00	1.17		1.17
E	005	3995	54000Z	Project Travel & Per Diem	23020	0.00	1.17		1.17
R	005		3315500Z	Disaster Relief Fema-Proj	23055	241,196.96		25,867.40	215,329.56
E	005	3996	56400Z	Project Equipment	23055	424,720.79		25,867.40	398,853.39
R	151		3344950Z	Project Dot Grant	23057	2,656,129.00		5,968.84	2,650,160.16
E	151	4102A	56301Z	Proj Capital Infrastructu	23057	2,656,129.00		5,968.84	2,650,160.16
R	151		3344950Z	Project Dot Grant	23058	1,733,626.00		7,274.38	1,726,351.62
E	151	4102A	56301Z	Proj Capital Infrastructu	23058	1,733,626.00		7,274.38	1,726,351.62
R	151		3344950Z	Project Dot Grant	23060	694,725.00		1,052.52	693,672.48
E	151	4102A	56301Z	Proj Capital Infrastructu	23060	1,389,450.00		1,052.52	1,388,397.48
R	151		3344950Z	Project Dot Grant	23061	829,789.00		563.75	829,225.25
E	151	4102A	56301Z	Proj Capital Infrastructu	23061	1,659,578.00		563.75	1,659,014.25
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BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3344950Z	Project Dot Grant	23062	1,332,378.00		648.58	1,331,729.42
E	151	4102A	56301Z	Proj Capital Infrastructu	23062	2,664,756.00		648.58	2,664,107.42
R	151		3999100Z	Project Fd Bal Forward	23067	23,614.67		23,617.67	(3.00)
E	151	4102A	56301Z	Proj Capital Infrastructu	23067	23,614.67		23,617.67	(3.00)
R	151		3999100Z	Project Fd Bal Forward	23068	24,228.33		24,228.33	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23068	24,228.33		24,228.33	-
R	151		3999100Z	Project Fd Bal Forward	23069	35,581.29		35,581.29	-
R	151		3999110Z	Project Encumb Forward	23069	3,877.54		3,877.54	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23069	39,458.83		39,458.83	-
R	151		3999100Z	Project Fd Bal Forward	23070	44,460.92		44,460.92	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23070	44,460.92		44,460.92	-
R	151		3999100Z	Project Fd Bal Forward	23071	45,810.41		45,810.41	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23071	45,810.41		45,810.41	-
R	151		3999100Z	Project Fd Bal Forward	23072	25,310.91		25,310.91	-
R	151		3999110Z	Project Encumb Forward	23072	6,288.38		6,288.38	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23072	31,599.29		31,599.29	-
									-

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BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	23073	9,625.74		9,625.74	-
R	151		3999110Z	Project Encumb Forward	23073	11,100.00		11,100.00	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23073	20,725.74		20,725.74	-
R	151		3999100Z	Project Fd Bal Forward	23074	53,763.59		53,763.59	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23074	53,763.59		53,763.59	-
R	155		3999100Z	Project Fd Bal Forward	23078	0.00	4,055.89		4,055.89
E	155	1155	53400Z	Project Contractual Svc	23078	0.00	4,055.89		4,055.89
R	151		3999100Z	Project Fd Bal Forward	23086	128,508.00		36,575.00	91,933.00
E	151	6102A	56400Z	Project Equipment	23086	216,508.00		36,575.00	179,933.00
R	151		3999100Z	Project Fd Bal Forward	23088	327,766.00		121,651.48	206,114.52
E	151	4102A	56301Z	Proj Capital Infrastructu	23088	327,766.00		121,651.48	206,114.52
R	151		3999110Z	Project Encumb Forward	23089	230.37		230.37	-
E	151	4102A	56301Z	Proj Capital Infrastructu	23089	230.37		230.37	-
R	005		3342500Z	Project Emerg Mgt Prepare	23097	105,806.00		47,733.34	58,072.66
E	005	3991	51200Z	Project Regular Salaries	23097	105,806.00		47,733.34	58,072.66
R	005		3346900Z	Other Human Services Proj	23106	0.00	4,610.98		4,610.98
E	005	3995	51200Z	Project Regular Salaries	23106	0.00	4,610.98		4,610.98

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BOARD OF COUNTY COMMISSIONERS

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REQUEST NUMBER 24-25-061

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	23107	0.00	3,189.03		3,189.03
E	005	3995	54000Z	Project Travel & Per Diem	23107	0.00	1,789.03		1,789.03
E	005	3995	55403Z	Project Educ & Training	23107	0.00	1,400.00		1,400.00
R	005		3346900Z	Other Human Services Proj	23108	0.00	74,916.32		74,916.32
E	005	3995	51200Z	Project Regular Salaries	23108	0.00	46,692.14		46,692.14
E	005	3995	53100Z	Project Professional Svc	23108	0.00	5,000.00		5,000.00
E	005	3995	53400Z	Project Contractual Svc	23108	0.00	8,760.46		8,760.46
E	005	3995	54000Z	Project Travel & Per Diem	23108	0.00	6,644.36		6,644.36
E	005	3995	54700Z	Project Printing & Bind	23108	0.00	200.00		200.00
E	005	3995	55100Z	Project Office Supplies	23108	0.00	972.36		972.36
E	005	3995	55200Z	Project Operating Supp	23108	0.00	700.00		700.00
E	005	3995	55403Z	Project Educ & Training	23108	0.00	5,247.00		5,247.00
E	005	3995	55404Z	Project Dues & Membership	23108	0.00	700.00		700.00
R	005		3346900Z	Other Human Services Proj	23109	0.00	3,644.47		3,644.47
E	005	3995	54000Z	Project Travel & Per Diem	23109	0.00	1,554.49		1,554.49
E	005	3995	55200Z	Project Operating Supp	23109	0.00	838.06		838.06
E	005	3995	55403Z	Project Educ & Training	23109	0.00	1,251.92		1,251.92

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REQUEST NUMBER 24-25-061

FUND(S)	FUND TITLE(S)
005	General Fund
151	Infrastructure Surtax
163	Home Initiatives Partnership
143	Fl Boating Improvement
155	Hospital District
181	Fire Assessment

COST CTR(S)	COST CENTER TITLE(S)
6209	Libraries - Avon Park
6210	Libraries - Sebring
6211	Libraries - Lake Placid 005
5221	Public Assistance Prog
5345	Home Investment Partner
2111A	Central Services/ F 151
3995	Children'S Advocacy Ctr
2672A	Facilitties Management 151
3322A	County Jail - 151
6303	Natural Resources
4102A	Transportation Projects
3991A	Local Emgy Mgt Agency 151
6103	Fl Boating Improvement
1155	Hospital District
3217	Fire Assessment

FUND	COST CENTER	PROJ #	PROJECT TITLE
005	6209	07040	AP Library Donations
005	6210	08048	Sebring Library Donations
005	6211	08049	LP Library Donations
005	5221	08067	Coast2Coast RX Card
163	5345	10036	Home Investment Partnership Program
151	2111A	14033	Technology Infrastructure Improvements
005	3995	15064	CAC Donations
151	3322A	16056	HCSO Detention Reconfiguration
005	3995	17020	FNCAC - CAC23
151	2672A	17041	CAC FACILITY IMPROVEMENTS
151	2672A	17058	ADA Transition Plan (Interior Bldgs)
151	2672A	18025	AP Tax Collector's Office Remodeling
005	6303	19041	Sebring WMP
005	3995	20027	SCALP 20-21
151	4102A	20077	R&B Bldg Expansion (ARPA)
151	2672A	21032	County Facility Improvements
151	2672A	21034	Generator Replacement
151	2111A	21035	Capital Outlay <$25K
151	2672A	21036	HVAC Unit Replacements
151	3991A	21037	EM AC/Generator Replacements
151	4102A	21039	ROW Land Acquisition
151	4102A	21044	Sebring Parkway PH IV_CH
151	4102A	21045	Land Purchase ROW Sebring Basin
151	2111A	21048	CCC - Two Vehicles
151	2111A	21049	CCC - Clerk Office Remodel PH 5
143	6103	21051	Boat Dock Improvements FY21-22
005	3995	21052	SCALP 21/22
005	6303	21062	Lake June in Winter Catfish Creek BMP's

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COST CTR(S)	COST CENTER TITLE(S)
6102A	Parks Department 151
6303A	Natural Resources - 151
3327	Law Enforement Other
2700	Planning & Zoning
6101A	Recreation Department 151
3996	Emergency/Disaster Relief
3991	Local Emgy Mgt Agency

FUND	COST CENTER	PROJ #	PROJECT TITLE
005	3995	21068	CAC Household Assist
155	1155	21080	Hospital Dist Board 21-22
151	4102A	21099	SRF Drainage Improvement Study
181	3217	21104	Spring Lake Airport Station 20
005	3995	21111	SCALP 22/23
151	2672A	22008	Courthouse Generator
151	6102A	22012	Memorial Trailhead PH II
155	1155	22050	Hospital District Board FY22-23
151	4102A	23006	RB Equipment
151	4102A	23009	US 98 Birchwood Left Turn Lane
151	6303A	23016	Sun 'N Lake Preserve Improvements
005	3327	23025	Body-Worn Camera Funds
005	2700	23049	Evaluation and Appraisal Report (EAR)
151	6101A	23054	Max Long Dugouts, Fence and Shade Improvements (RPAC - City of Sebrin
005	3995	23020	SCALP 23/24
005	3996	23055	Hurricane Irma PAAP DAC
151	4102A	23057	Lake Josephine Dr (Orange Blossom Blvd to E of Sentinel Point)
151	4102A	23058	Arbuckle Creek Rd (Arbuckle Creek Bridge to Riverdale Rd)
151	4102A	23060	Sebring Parkway (US 27 to Scenic Hwy)
151	4102A	23061	Sebring Parkway [Scenic Hwy to 90° Curve (Roundabout)]
151	4102A	23062	Sebring Parkway (90° Curve (Roundabout) to N Ridgewood Dr) -
151	4102A	23067	Allison Dr
151	4102A	23068	Moss Rd
151	4102A	23069	Donohue Dr
151	4102A	23070	Oliver Rd
151	4102A	23071	Hobbs Dr
151	4102A	23072	Gurney Rd
151	4102A	23073	Penski Rd

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BUDGET AMENDMENTS

REQUEST NUMBER 24-25-061

FUND(S)	FUND TITLE(S)

COST CTR(S)	COST CENTER TITLE(S)

FUND	COST CENTER	PROJ #	PROJECT TITLE
151	4102A	23074	Kulwicki Dr
155	1155	23078	Hospital District Board 23-24
151	6102A	23086	Countywide Playground Equipment
151	4102A	23088	Markland Ln
151	4102A	23089	CR 29 Turn Lane & School Zone Improvements
005	3991	23097	EMPA Grant FY24-25
005	3995	23106	CATF FY24-25
005	3995	23107	SCALP LP-VC 24/25
005	3995	23108	FNCAC GR-CPT 24/25
005	3995	23109	FNCAC VOCA-BTG 24/25

Form Revised 10/13/2023

RESOLUTION NO. 24-25-086

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-061 TO THE GENERAL, INFRASTRUCTURE SURTAX, HOME INITIATIVES PARTNERSHIP, FLORIDA BOATING IMPROVEMENT, HOSPITAL DISTRICT AND FIRE ASSESSMENT 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, Infrastructure Surtax, Home Initiatives Partnership, Florida Boating Improvement, Hospital District and Fire Assessment 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 24-25-061 is hereby approved and authorized to make adjustments and corrections to the rollover project balances from FY23/24 into the current FY24/25 to properly budget the available funds in the projects in FY24/25 to maintain the authorized balances; to roll projects that were not rolled for a net increase in the amount of $1,016,947.19.

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 15th day of April, 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Apr 15, 2025**

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request to adopt Resolution 24-25-085 for Budget Amendment 24-25-060 to appropriate anticipated Loan Proceeds from the Infrastructure Sales Surtax Refunding Bond, Series 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-085 for Budget Amendment 24-25-060 to appropriate anticipated Loan Proceeds from the Infrastructure Sales Surtax Refunding Bond, Series 2025.

FISCAL IMPACT

The fiscal impact is an increase to Fund 350 (HCISSR LTD Capital) in the amount of $20,177,000.00 which is being appropriated to retire the Series 2021 bonds in the amount of $13,097,000.00, professional fees of $80,000.00, and additional $7,000,000.00 to Project 21064 County Jail Facility Expansion.

Attachments: 24-25-060 HCISSR LTD Capital Series 2025 Note (BA).pdf
Attachments: 24-25-060R HCISSR LTD Capital Series 2025 Note (Resolution).pdf
Attachments: Reg.-1114-2024 Loan Proceeds Jail Expansion.pdf

REVIEWED
O.M.B DEPARTMENT
April 2, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **4/1/2025**

SUBMITTED BY: **OMB**

FUND(S): **350** FUND TITLE(S): **HCISSR LTD Capital** COST CENTER(S) #: **2680C, 2680F**

PROJECT(S) #: **21064** PROJECT TITLE(S): **County Jail Facility Expansion** COST CENTER TITLE(S): **HCISSR LTD Capital Exps, HCISSR LTD Capital 2021**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	350		3841000	Loan Proceeds		0.00	20,177,000.00	-	20,177,000.00
E	350	2680C	57100	Principal Payments		0.00	12,999,000.00	-	12,999,000.00
E	350	2680C	57200	Interest Payments		0.00	98,000.00	-	98,000.00
E	350	2680F	53100	Professional Services		0.00	80,000.00	-	80,000.00
E	350	2680F	56200Z	Project Buildings	21064	0.00	7,000,000.00	-	7,000,000.00
								-	-
								-	-

REASON: **To appropriate additional Loan Proceeds from the Infrastructure Sales Surtax Refunding Bond, Series 2021 for County Jail Facility Expansion.**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** 24-25- 060 **TRANSFER TYPE:**

________ Approval

________ Denial

ACTION:

Board ______ Approved ______ Denied

County Administrator ______ Approved ______ Denied

SIGNATURE: ______________________

DATE: ____ / ____ / ____

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

Signature: ______________________

Posted by Clerk: ______________________

Form Revised 08/05/2020

RESOLUTION NO. 24-25-085

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-060 TO THE HCISSR LTD CAPITAL 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 HCISSR LTD Capital Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-060 is hereby approved and authorized to appropriate anticipated funding in the amount of $20,177,000, of which $13,097,000.00 will be used to refinance the 2021 Series Note, additional $7,000,000.00 for project #21064 County Jail Facility Expansion, as well as $80,0000.00 for Professional Fees.

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 15th day of April, 2025.

HIGHLANDS COUNTY, FLORIDA

By:______________________________
Arlene Tuck, Chairwoman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

Reg.-1114-2024 **Statement of Issue**

When the Sheriff made the appeal to the Board of County Commissioners in FY 2021 to expand the county jail, the available debt the Board could service was an additional $10,000,000.00. This amount was obtained in November 2021 knowing that it might not be adequate to complete phase I.

Three years into the project, the estimated total to complete phase I is $16,350,000.00. This budget amendment is appropriating the anticipated loan proceeds from the Infrastructure Surtax Revenue Loan.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Melony Culpepper, Planning and Zoning Supervisor**

SUBJECT/TITLE: **Consider Statement of Legislative Intent for an amendment to the Land Development Regulations to update the timing of zoning variances approved by the Board of Adjustment.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue.pdf

Statement of Legislative Intent for an amendment to the Land Development Regulations to update the timing of zoning variances approved by the Board of Adjustment

STATEMENT OF LEGISLATIVE INTENT

Currently, the time prescribed for zoning variances is six (6) months from the date of action of the variance, unless the construction for which the variance was authorized has been completed or within that six-month period a building permit based upon and incorporating the zoning variance is issued and construction is completed within two years after the variance is authorized. The BOA may only authorize an extension to the expiration date for a zoning variance allowing construction on nonconforming lot(s) of record (pursuant to Section 12.06.102 A).

While working with applicants needing variances prior to commercial site plan review, Staff has determined it would not be likely for them to receive a building permit within six months of variance approval due to site plan review requirements and timing.

Therefore, Staff is proposing to update the timing of zoning variances, to allow time extensions, and to link the timing of the variance to the site plan approval, if applicable.

The purpose of this Statement of Legislative Intent is to receive direction from the Board.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Laurie A. Hurner, County Administrator Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **Request directions regarding the Highlands County Fire Rescue Assessment Exemptions Buy-Down.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Suggested action dependent on discussion during the meeting and routes chosen for buy-down.

FISCAL IMPACT

The entire fiscal impact to the General Fund (Fund 5) is $3,564,431. $538,643 has been budgeted this year so additional impact to the General Fund is $3,025,788.

Attachments: HCFR Buy Down item stmt of issues 41525.pdf
Attachments: fire_assessment_buy_down_information.pdf
Attachments: 230240145 Res.pdf

Highlands County Fire Rescue Assessment Exemptions Buy-Down

Statement of Issue

Fire assessments were collected prior to FY 18-19 for the 10 volunteer fire districts. Once the county-wide Fire Protection MSBU was created, a new rate methodology was adopted to provide fire protection funding for the unincorporated areas of the county. FY 18-19 was the first time the new methodology and rates for the County-wide MSBU were assessed.

According to the study and resolution adopted by the board any "**reduction or exemption from payment of the Fire Services Assessments shall be supplemented by any legally available funds or a combination of such funds**" (This is the wording directly from the resolution). For us this is the general fund.

It is important to note that the study and resolution do not define buy-down or what properties (if any) are exempt from this. The study and resolution do not set a time frame for repayment. The buy-down has not been paid to date.

The current administration supported budgeting this expenditure in the FY 24-25 budget; there is currently money available for this year.

There are four decisions that need to be made for the buy-down remaining:

- Identify which exemption categories the board will cover?
- Over what time frame will the money be repaid?
- Are there any restrictions to be considered for the buy-down money?
- How should OMB budget for this year for the new budget?

Highlands County Fire Assessment Exemption Information

Fire Assessment Exemptions	Estimated FY 18-19	Estimated FY 19-20	Estimated FY 20-21	Actual FY 21-22	Actual FY 22-23	Actual FY 23-24	Actual FY 24-25	Total
Exemptions:								
Highlands County Owned Properties	93,131.23	87,038.53	81,344.42	76,022.83	69,396.40	51,380.71	104,527.88	$562,842.01
Other Exempt Organizations Owned Properties(School Board State of FL, etc.)	144,977.54	167,737.85	191,266.31	237,455.76	251,643.11	262,638.34	743,819.74	$1,999,538.64
Agriculture Tax Exempt	$72,952.00	$78,058.64	$83,522.74	82,414.48	86,782.06	100,718.29	187,947.42	$692,395.63
Wholly Tax Exempt Institutional	$0.00	$0.00	$0.00	0.00	0.00	0.00	309,655.24	$309,655.24
TOTAL EXEMPTIONS	**$ 311,060.77**	**$ 332,835.02**	**$ 356,133.48**	**$ 395,893.07**	**$ 407,821.57**	**$ 414,737.34**	**$ 1,345,950.28**	**$ 3,564,431.53**

RESOLUTION NO. 23-24-145
(FINAL Fire Protection Assessment Fiscal Year 2024-25)

A RESOLUTION OF THE HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FINAL RE-IMPOSITION OF THE FIRE PROTECTION SPECIAL ASSESSMENT FOR FY 2024-25; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR INTERPRETATION AND DEFINITIONS; PROVIDING FOR THE RE-IMPOSITION AND COMPUTATION OF FIRE PROTECTION SPECIAL ASSESSMENTS; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND ESTABLISHMENT OF ANNUAL FIRE PROTECTION SPECIAL ASSESSMENTS FOR FISCAL YEAR 2024-25; PROVIDING FOR THE CERTIFICATION OF ASSESSMENT ROLL; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County enacted Ordinance 17-18-04, Ordinance 17-18-08 and Ordinance 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances, which authorizes the annual imposition of Fire Protection Assessments for fire protection related services, facilities and/or programs providing special benefits to certain Assessed Property within the County; and

WHEREAS, on April 17, 2018, the County adopted the preliminary fire assessment through Resolution 17-18-60 and on July 10, 2018, the County adopted the final initial fire assessment through Resolution 17-18-112 ("Final Initial Assessment Resolution"); and

WHEREAS, on August 3, 2021, the County adopted the updated final fire assessment through Resolution No. 20-21-131 ("Updated Final Fire Assessment Resolution"); and

WHEREAS, on May 7, 2024, the County completed a study to re-evaluate and update its method for efficiently and equitably allocating and apportioning the Fire Protection Assessed Costs amongst the benefitted parcels of Assessed Property within the jurisdiction of the County; and

WHEREAS, the Highlands County Code of Ordinances, Chapter 9, Article XLI (41), the Final Initial Assessment Resolution and the Updated Final Assessment Resolution contain and reference a brief and general description of the fire protection services, facilities and/or programs to be provided to Assessed Property; describe the method of apportioning the Fire Protection

Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property; and direct the updating and preparation of the Assessment Roll and provision of the notice required by the County's Code; and

WHEREAS, the legislative determinations of special benefit and fair apportionment embodied in the County's Code, the Final Initial Assessment Resolution, the Updated Preliminary Fire Assessment Resolution and the Updated Final Fire Assessment Resolution are affirmed and incorporated herein by reference; and

WHEREAS, as set forth in Chapter 9, Article XLI (41), Division 3, Section 9-623, of the Highlands County Code of Ordinances, the County Administrator caused a notice to be published, in a newspaper of general circulation in the County, advertising the public hearing to be held related to the final proposed increase in the Fire Protection Assessment for Fiscal Year 2024-25, and future fiscal years, providing notice to all interested persons of the opportunity to be heard, with proof of publication attached hereto as **Exhibit "A"**; and

WHEREAS, as set forth in Chapter 9, Article XLI (41), Division 3, Section 9-624, of the Highlands County Code of Ordinances, the County Administrator caused notice of the public hearing to be mailed to affected property owners related to the final proposed increase in the Fire Protection Assessment for Fiscal Year 2024-25, and future fiscal years, which provides notice to all interested persons of the opportunity to be heard, with affidavit of mailing attached hereto as **Exhibit "B"**; and

WHEREAS, by this final annual Fire Assessment Resolution for fiscal year 2024-25, the County desires to re-impose and increase its Fire Protection Assessments pursuant to and in accordance with the increase parameters set forth herein for the funding the fire protection services, facilities and/or programs that provide special benefits to Assessed Property within the County.

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 findings are hereby adopted.

SECTION 2. Interpretation and Definitions.

A. This Resolution constitutes the Annual Rate Resolution for Fiscal Year 2024-25 as defined in Highlands County Code of Ordinances, Chapter 9, Article XLI (41).

B. All capitalized Terms in this Resolutions if not specifically defined in this Resolution shall have the meanings defined in Highlands County Code of Ordinances, Chapter 9, Article XLI (41).

SECTION 3. Re-Imposition and Computation of Fire Protection Special Assessments. Fire Protection Special Assessments shall be imposed within the County until discontinued or changed. Fire Services Special Assessments shall be computed in a manner set forth in this Final Assessment Resolution.

SECTION 4. Determination of Fire Protection Assessed Costs and Establishment of Annual Fire Protection Special Assessments for Fiscal Year 2024-25.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2024, is $10,060,125.

B. The estimated Fire Protection Special Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year beginning October 1, 2024, is hereby established as follows:

Fire Protection Special Assessment Rates Fiscal Year 2024-25

Residential Property Use Category	**Rate Per Square Foot**
Residential	$0.0657
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial Industrial/Warehouse Institutional	$0.2250 $0.0364 $0.3329
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$52.99

The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection related services, facilities and/or programs in the amounts set forth in the Fire Protection Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property included in such Fire Protection Assessment Roll for Fiscal Year beginning October 1, 2024. The Estimated Gross Revenue for Fiscal Year 2024-25 is $10,060,125; estimated exempt buy-down is $1,065,061; Estimated Net Revenue, therefore, is $8,995,064.

C. The Maximum Assessment Rates that can be, but are not required to be, assessed and apportioned among benefitted parcels in future fiscal years without additional notice to the direct mail as required by the Highlands County Code of Ordinances, Chapter 9, Article XLI (41).

Fire Protection Special Assessment Maximum Rates for Future Fiscal Years

Residential Property Use Category	Rate Per Square Foot
Residential	$0.0883
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial Industrial/Warehouse Institutional	$0.3026 $0.0489 $0.4476
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$71.26

D. The following shall apply to the Fire Protection Assessment program:

i. The Fire Protection Assessment in the Institutional Category shall be reduced as follows for Property owned by wholly tax exempt, non-profit entities:

Institutional Category	Rate
Wholly Exempt non-profit Property Owner	$0.0900

ii. Recreation vehicle park property will be treated as commercial property. It is fair and reasonable to treat each space within recreation vehicle ("RV") park property, whether rented or vacant, as a building of commercial property and assign the square footage of 191 square feet, which is the average size of a recreational vehicle according to the Florida Association of RV Parks and Campgrounds, unless the Property Appraiser provides the actual square footage.

iii. Mobile Home lots will be treated as residential property. It is fair and reasonable to treat each space within the mobile home park as a building of residential property and to assign each space an amount of 720 square feet. Actual square footage shall be assessed for each mobile home when the data is available.

iv. No Fire Protection Assessment shall be imposed upon government owned parcels assigned the following Florida Department of Revenue codes by the Highlands County Property Appraiser:

Code	Parcel Type
76	Cemetery
80	Vacant Governmental
81	Military

82/97	Forest/Park/Recreation
83	Public Schools
84	Colleges
86	County
87	State
88	Federal
89	Municipal
94	Rights of Way
95	Rivers, Lakes, Submerged Land
96	Wasteland/Marsh

As set forth in the above table, no Fire Protection Assessment shall be imposed upon a government owned property; however, government property encumbered by a private lease and government property that is owned by federal mortgage entities, such as the VA and HUD, **shall not** be exempted from the Fire Protection Assessment.

v. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the County shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the County is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed, the sole remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the County.

vi. The approval of the Fire Assessment Rate Schedule by the adoption of this Final Rate Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

vii. The Final Fire Protection Assessments specified in the Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed for the Fiscal Year 2024-25. No portion of such Fire Protection Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Protection Assessed Costs are attributable to the Emergency Medical Services Cost.

viii. The Fire Protection Assessments established in this Final Rate Resolution shall be the assessment rates applied by the County Administrator in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2024, as provided in Section 4 of this Final Rate Resolution.

SECTION 5. Certification of Assessment Roll. The County Administrator is hereby directed to prepare, or cause to be prepared, an Assessment Roll, for the Fiscal Year commencing October 1, 2024, to be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act, as provided in the Code. The Assessment Roll shall include all assessed property and shall be delivered to the Tax Collector, accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as **Exhibit "C"**.

SECTION 6. Method of Collection. It is hereby declared that the Fire Protection Assessments re-imposed on Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2024.

SECTION 7. Application of Assessment Proceeds. Proceeds derived by the County from the Fire Protection Assessments will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

SECTION 8. Savings Clause. All prior actions of Highlands County pertaining to this Final Assessment Resolution and the FY 2024-25 fire assessment rates which are the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 9. 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 10. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 11. 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 12. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 16th day of July, 2024.

HIGHLANDS COUNTY BOARD OF COMMISSIONERS SEAL

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Kevin J. Roberts

KEVIN J ROBERTS, CHAIRPERSON

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Proof of Publication

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLOPRIDA

Case No. NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION ASSESSMENT

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

JUNE 23, 2024

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 24th day of June, 2024

by Janet Emerson, who is personally known to me.

Nancy Y. Whirley

Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555

Notary expires: July 26, 2026

FLORIDA NOTARY ASSOCIATION SINCE 1919

NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

FEMA is ready for an extreme hurricane and wildfire season, but money is a concern

MARK SCHIEFELBEIN/AP PHOTO

Homeland Security Secretary Alejandro Mayorkas, center left, listens as Federal Emergency Management Agency administrator Deanne Criswell speaks during a briefing on the 2024 hurricane and wildfire outlook at FEMA headquarters on Friday, in Washington.

BY REBECCA SANTANA
Associated Press

WASHINGTON (AP) — The head of the Homeland Security Department said Friday that the agency tasked with responding to disasters across the country is prepared as it goes into what is expected to be an intense hurricane and wildfire season but he's concerned about looming budget shortfalls.

As parts of the U.S. are sweltering under potentially record-breaking temperatures, Secretary Alejandro Mayorkas said extreme heat could qualify as a major disaster under a law governing how the federal government responds to natural disasters but that local communities historically have been able to deal with major heat waves or wildfire smoke without needing federal financial assistance.

Mayorkas spoke to The Associated Press during a visit to the headquarters of the Federal Emergency Management Agency for a briefing about the hurricane season, which started on June 1. Experts think this year could be one of the busiest Atlantic hurricane seasons on record as climate change causes storms to become more intense. Already Tropical Storm Alberto, the season's first named storm, brought heavy rain to parts of Mexico.

Mayorkas said one reason FEMA is prepared is that the agency staff has gotten so much practice responding to disasters as climate change has intensified.

"They have exercised these muscles regrettably year after year. As the impacts of climate change have been more and more evident, we have seen and experienced increasing frequency and gravity of extreme weather events," Mayorkas said.

Against that backdrop, the secretary said he was concerned about the size of the agency's disaster relief fund. That's the primary way that FEMA funds its response to hurricanes, wildfires, floods and other disasters.

"We expect the disaster relief fund, which is the critical fund that we use to resource impacted communities, we expect it will run out by mid-August. And we need Congress to fund the disaster relief fund," he said.

If the fund runs out of money, it doesn't mean the agency doesn't respond to emergencies. Instead, the agency goes into what's called immediate needs funding — redirecting money from other programs so it can respond to the most urgent, lifesaving needs. But that can take away money from longer-term recoveries.

Much of the United States has been baking in a heat wave, with numerous areas expected to see record-breaking temperatures and hot weather expected to continue through the weekend. The hot start to the summer comes after the U.S. last year experienced the most heat waves since 1936.

With climate change raising temperatures nationwide, advocates and some members of Congress have questioned whether heat waves should be considered natural disasters in the same way hurricanes, tornadoes and floods are.

Environmental and labor groups last week petitioned FEMA to include extreme heat and wildfire smoke as major disasters under the Stafford Act, the law spelling out federal disaster response. They argued that both are among the biggest environmental killers and that a clear federal designation would unlock money for things like cooling centers to be used in heat waves or community solar energy projects to reduce grid load.

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION ASSESSMENT

Notice is hereby given that the Highlands County Board of County Commissioners will conduct a public hearing to consider an increase in the Fire Protection Assessment for fire protection related services, facilities and/ or programs providing special benefits to the properties assessed within the unincorporated boundaries of Highlands County and the Town of Lake Placid for the Fiscal Year beginning October 1, 2024.

The public hearing will be held on July 16, 2024, at 9:00 a.m., or as soon thereafter as possible, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with Highlands County within ten (10) days of publication of this notice. Written objections should be sent to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

If a person decides to appeal any decision made by the Board of Supervisors with respect to any matters considered at the public hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The assessment for each parcel of property will be based upon each parcel's Property Use Category and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2024:

Fire Protection Assessment Rates

Residential Property Use Category	Rate Per Square Foot
Residential	$0.0883
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.3026
Industrial/Warehouse	$0.0489
Institutional	$0.4476
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$71.26

Copies of the Fire Protection Assessment Ordinance, the Final Assessment Resolution, and the Updated Final Fire Assessment Resolution initiating and imposing the Fire Protection Assessment which is the subject of this hearing and the assessment roll, and other documentation related to the proposed re-imposition of the Fire Protection Assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Exhibit "B"
Affidavit of Mailing

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Laurie Hurner who, after being duly sworn, deposes and says:

1. I, Laurie Hurner, as the County Administrator of Highlands County, Florida ("County"), and pursuant to the authority and direction received from the Highlands County Board of County Commissioners, timely directed the preparation and mailing of notices related to the Fire Protection Assessment increase for Fiscal Year 2024-25 and future fiscal years.

2. In accordance with the Highlands County Code of Ordinances, Chapter 9, Article XLI, Division 3, Section 9-624, all necessary information, related to the final proposed increase in the Fire Protection Assessment for Fiscal Year 2024-25, and future fiscal years, was included in the notice mailed to the affected property owners.

3. The mailed notices were timely provided, with the date, time, and place of the public hearing and with a statement that all such affected property owners have a right to appear at the hearing and to file written objections with the local governing board within twenty (20) days of the notice.

THIS AFFIANT FURTHER SAYETH NOT.

Laurie Hurner, Affiant

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Laurie Hurner, who personally swore or affirmed that she is authorized to execute this Affidavit, and who is personally known to me or who produced ____________________________________ as identification, this _____ day of _______________, 2024.

NOTARY PUBLIC, State of Florida

Exhibit "C"

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Chairman of the Highlands County Board of County Commissioners (the "County"); that I am satisfied that all property included or includable on the **Highlands County Non-Ad Valorem Assessment Roll** for the funding of fire protection services, facilities and/or programs is properly assessed so far as I have been able to ascertain, and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll **will be delivered to the Highlands County Tax Collector by September 15, 2024**.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Highlands County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ___ day of ____________, 2024.

HIGHLANDS COUNTY, FLORIDA

FOR EXHIBIT ONLY

____
Kevin J Roberts, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report as of April 9, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Long Range Legal Log 4.8.25.docx

LONG RANGE ATTORNEY LOG

***<u>Bolded/underlined</u> language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, and the travel policy in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	The last information received on this matter is that Hospital District would be hiring a consultant with experience working with Florida Agency for Healthcare Administration and there has not been any new information received as of the date of this report. <u>We have not been provided with any new information regarding the status or progress of this matter.</u>
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) Resolutions: Avon Park – Res. 2024-04 (initiating), adopted June 24, 2024 Highlands County – Res. 23-24-176, adopted August 20, 2024 Lake Placid – Res. 2024-28, adopted September 9, 2024 Sun N Lake – Res. 2024-05, adopted October 29, 2024 Spring Lake – Res. 2025-03, adopted December 11, 2024	<u>At the close of the last group meeting, the Cities and Town were supposed to provide a list of roads that they which they felt could be discussed for transfer of ownership and maintenance. The information was supposed to be provided to the Road & Bridge Director by April 4, 2025. To date, none of the jurisdictions have provided the requested information. As such, we will not be able to reschedule our meetings related to cleaning up enclaves and transfer of roads without the list of roads from each jurisdiction.</u>

Revisions to organization of Advisory Board and Committees	The County Attorney's Office will continue to draft revisions for the remaining committees and will bring them before the Board in the next few meetings. The next round of committee revisions will be brought forward at the second meeting in May and will include: (Lake Istokpoga Management Committee (LIMC), Industrial Development Authority/ Economic Development (IDA/EDC), Historic Preservation Commission (HPC) and Veteran Services Advisory Board (VSAB).
Update/Repeal of County policies which have been individually adopted and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	The County Attorney's Office has started the task of removing procedures from our existing Policy and is working with Purchasing on revising the Purchasing Manual. Additionally, we are working with Purchasing on revising the platform and documentation for solicitations. A meeting has been set for April 23, 2025, with the Purchasing Department to begin the process.
Camping/Sleeping on Public Property Panhandling	The parties will continue to work together to bring a proposed Ordinance to the Board for approval. Polk County is set to adopt their Ordinance on April 15, 2025.
Opioid Settlement Funds	The County Attorney's Office continues to work with Administration, Community Programs, and Business Services regarding the allocation and implementation of the next round of opioid settlement funds. In addition, we have continued to work with Central Florida Health Behavioral Network to discuss the CORE Initiative that is being proposed in Highlands County. A meeting has been scheduled between CFHBN, our office and the Fire Administration.
Court Administration Interlocal Agreement	We are working on an Interlocal Agreement with Court Administration in order to better manage the cost, liability and practical day to day operations associated with the employees who are used interchangeably for the 10th Judicial Circuit (Polk, Highlands and Hardee). The Agreement will include an annual budget process to be followed by Court Administration.
Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. The Animal Services Department of the Highlands County Sheriff has requested a update for animal adoption fees which is being working on and will be brought forward shortly outside of the annual adoption of the fee schedule due to an increase in costs to the County.
TDC Grant Application and Agreement	The County Attorney's Office is working with TDC staff to revise the current Grant Application and associated Agreement.
Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.
Local Business Tax Act	We will be scheduling meetings with each Commissioner regarding the re-establishment of the Business Tax License to understand the expectations of each and thereafter we hope to schedule some public forum style meetings to get public input regarding the re-establishment of the Business Tax License.

<u>Legislative Session Updates</u>	The Florida legislature has started its 2025 session. The County Attorney's Office is monitoring several bills that will impact our County and/or our County Departments and the services we provide.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER:

SUBJECT/TITLE: **Board payables from April 15, 2025, through May 5, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of board payables

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **April 15, 2025**

PRESENTER: **Laurie A. Hurner, County Administrator**

SUBJECT/TITLE: **Highlands County response letter to EOG DOGE Efforts and Inquiry Regarding Financial Condition Under Section 218.503, Florida Statutes.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. For informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: EOG DOGE.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

April 3, 2025

Delivered Electronically

Subject: Highlands County's response to EOG DOGE Efforts and Inquiry Regarding Financial Condition Under Section 218.503, Florida Statutes

Dear Sir/Mam,

Below please find Highlands County's answers to the questions raised in the above referenced letter dated March 18, 2025.

1. **Failure to pay short-term loans or obligations when due** as a result of lack of funds. **NO**

2. **Failure to make debt service payments on bonds, loans, or other debt instruments** when due. **NO**

3. **Failure to timely pay uncontested claims from creditors** for more than 90 days dud to lack of funds. **NO**

4. **Failure to transfer taxes, social security contributions, or retirement plan contributions** as required by law. **NO**

5. **An unreserved or total fund balance deficit in the general fund or any major operating fund** that persists for two consecutive years. **NO**

If you need additional information or I can be of help in the future, please do not hesitate to contact me at 863.402.6500 or lhurner@highlandsfl.gov.

Sincerely,

Laurie A. Hurner
County Administrator