HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, June 20, 2023
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, June 20, 2023, at 3:00 p.m., in the HSWCD Conference room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Highlands County Board of County Commissioners will hold a regular meeting on Monday, July 3, 2023, at 9:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

County offices will be closed on Tuesday, July 4, 2023, in observance of the Independence Day Holiday

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of a new Firefighter 56-hour job description for the Highlands County Fire Rescue Department*
E. Laney Stearns, Public Safety Director
No fiscal impact, . The approval of this job description will not alter, modify, or change the Highlands County Fire Rescue's current staffing level. The requested position's wage is a mirror image of the existing single certification EMT job description.
Firefighter 56 Hour (TBD) 04.3.2023.pdf

8.B *Request approval of Agreement with Advanced Environmental Laboratories, Inc. for Water Sampling Solid Waste Services.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
The fiscal impact is $36,239.00 as the funds were budgeted in FY 22-23.
Revised AEL signed AGREEMENT.pdf
Attachment A - ITB 23-002-LLK Water Sampling...Recommendation for Award.pdf

8.C *Request approval of the proposed Amendment 2 for the High School Girls Lacrosse Showcase amending the name of the event to The Florida State Games and the date of the event from August 27-28, 2022 to July 28-30, 2023.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Amendment 2_The Florida State Games Lacrosse Tournament.pdf

8.D *Request approval of Amendment No. 1 to Disaster Debris Removal and Recovery Services Contract with Phillips and Jordan, Inc. as the Prime Contractor.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.
P & J signed 20240804-Highlands County, FL-Contract Extension-PE.pdf

8.E *Request approval of Amendment No. 1 to Disaster Debris Removal and Recovery Services Contract with Ceres Environmental Services, Inc. as the Secondary Contractor.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.
Higlands County Ceres signed Amend. 1.pdf

8.F *Request approval of Amendment No. 1 to Disaster Debris Monitoring Services Contract with Tetra Tech, Inc.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
There is no fiscal impact to the County until the County is adversely impacted by a disaster that would require the activation of this contract.
Amendment1.Tetra Tech.SGS (TT Signed).pdf

8.G *Request approval of a Sport Event Tourist Development Grant for the Dixie Youth Baseball Division I State Tournament per the recommendation of the Tourist Development Council.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. This item was approved in the Tourist Development's budget for FY22-23. The Dixie Youth Baseball Division II State Tournament is eligible for $6,500.00 from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).
Grant Contract - 2023 Dixie Youth Baseball Div. I State Tournament.pdf

8.H *Request approval of Budget Amendment 22-23-102 to reallocate funds within Project #15030 (Automated Fueling Station).*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
There is no fiscal impact to the overall budget as the funds were budgeted within the FY 22-23 Budget within Fund 401 (Solid Waste Enterprise Fund). This Budget Amendment is simply reallocating funds to the correct account within the project and transferring funds from the Solid Waste Reserve for Contingency in the amount of $4,466.37.
22-23-102 BA Proj 15030 Automated Fueling Station Realignment.pdf
22-23-102 Proj 15030 Automated Fueling Station Realignment (Reserve).pdf

8.I *Request approval of Budget Amendment 22-23-105 to transfer funds to Transportation Projects (4102A), (Project #22006) R&B Equipment, Account 56400 (Project Equipment) from Central Services 151 (2111A), Capital Outlay < $25K (Project #21035), Account 56400Z (Project Equipment).*
Chris Pruzinsky, Road & Bridge Operations Supervisor
There is no fiscal impact to Fund 151 or the overall budget. This budget amendment is merely transferring Capital Outlay <25K adopted funds from 2111A 56400Z Project #21035 to 4102A 56400Z Project #22006 in the amount of $10,330.01.
22-23-105 R&B Equipment Add'l Funding (BA).pdf

8.J *Request approval of Budget Amendment 22-23-106 to reallocate funds within Fund 110 for the purchase of a Ford F-150 pickup.*
JD Langford, P.E., County Engineer
There is no fiscal impact to the overall budget as the funds were budgeted within the FY 22-23 Budget within Fund 110 (Transportation Trust Fund). This Budget Amendment is simply reallocating funds to the correct account within the fund and transferring funds from the Transportation Trust Fund Reserve for Contingency in the amount of $4,883.50.
22-23-106 Ford F-150 Truck Add'l Funding_Fd 110 (BA).pdf
22-23-106 Ford F-150 Truck Add'l Funding_Fd 110 (Reserve).pdf

8.K *Request adoption of Resolution 22-23-125 for Budget Amendment 22-23-103 for project 22053 Judicial Court Remodel.*
Brandon Gunn, Projects Manager
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) as it is necessary to bring Fund Balance Forward in the amount of $100,000 and appropriate to cost center 9990B (Budgetary Expenditures AC/151), Account 59900 (Reserve for Contingency) to provide additional funding for the Judicial Court Remodel.
22-23-103 Proj 22053 Judicial Court Remodel (BA) revised.pdf
22-23-103R Proj 22053_Judicial Crt Remodel Add'l Funds for Reserve (Resolution).pdf
22-23-103 Project 22053 Judicial Court Remodel (Reserve).pdf

8.L *Request approval to reduce tipping fee charges to Waste Connections by 50% for contaminated recycling materials disposed at the Highlands County Landfill between October 2020 through August 2021.*
Laurie Hurner - County Administrator
Clinton Howerton Jr., P.E., Director of Critical Infrastructure
The fiscal impact will be a reduction in FY 20-21 accounts receivable which will be reflected in an increase in the expenditure Write-Off account in the amount of $47,792.49 in the current fiscal year.

8.M *Request adoption of Resolution 22-23-102 approving the Highlands County Comprehensive Emergency Management Plan 2022.*
Corey Amundsen, Emergency Management Manager
There is no fiscal impact.
Resolution_22-23-102_Comp_Emerg_Mngmt_Plan.SGS.pdf
Highlands County CEMP Compliance Letter.pdf

8.N *Request approval of a letter of request for the Competitive Florida Partnership Grant through the Department of Economic Opportunity.*
Sarah Beth Rogers, Economic Development Manager

CFP Letter of Request 2023.pdf

8.O *Request acceptance of E911 Region 6 GIS Repository Grant for signature, along with the Adoption of Resolution 22-23-126 for Budget Amendment 22-23-107.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 122 (E911 Operations) and the overall budget in the amount of $209,321.57.
22-23-107 Proj 22068 E911 - Region 6 GIS Repository.pdf
22-23-107R Proj 22068 E911 - Region 6 GIS Repository.pdf
22-23-107 Proj 22068_E911 Region 6 GIS Repository StateGrantAgreement.pdf

8.P *Request adoption of Resolution 22-23-127 approving the Hazard Analysis Grant 2023-24 agreement with Florida Division of Emergency Management.*
Corey Amundsen, Emergency Manager
The fiscal impact is an increase to Fund 005 (General) in the amount of $2,242.58 to be used to offset personnel expenditures in cost center 3991 (Emergency Mgmt).
Res. 22-23.-127.Emergency Management.To299.SGS1.pdf

8.Q *Request approval to expend funds from the Special LawEnforcement Trust Fund as well as approval of Budget Amendment 22-23-108.*
Paul Blackman, Sheriff
This expenditure will be funded through the Special Law Enforcement Trust Fund which has adequate funds budgeted in cost center 3107 (Confiscated Property – State); therefore, no fiscal impact to any government agency.
22-23-108 Sheriff Constitutional Carry Mail-out.pdf
Sheriff - Fund_170_RqstExpFunds_Residential Flyers Re Constitutional Carry.pdf
Sheriff - Fund 170 Residential Flyer Quote.pdf

8.R *Request approval to separate the Public Information Officer / Records Manager Job description into two separate job descriptions, one for Public Information Officer and one for Records Manager.*
An estimated cost of $111,000 to be transferred to the Legal Department cost center.
Records Manager job description lahss.pdf
Public Information Officer 6132023.pdf

8.S *Request acceptance of the Residential Substance Abuse Treatment (RSAT) grant for FY 22-23 along with adoption of Resolution 22-23-128 for Budget Amendment 22-23-109.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $17,484.00 for the additional grant funds. The Sheriff's RSAT budget for FY 22-23 included $82,500.00 in grant revenue and match funds of $27,500.00. The grant revenue is now $99,984.00 with a match of $33,328.00, the increase in match funds coming from Reserve for Contingency.
22-23-109 Project 22072 RSAT 22-23 (BA).pdf
22-23-109R Project 22072 RSAT 22-23 (Resolution).pdf
Sheriff RSAT - Federal Award - Agreement.pdf

9 COMMITTEE ASSIGNMENTS:

9.A *Request reappointment of Vicki Spires and Charles W. Taylor, Jr., as voting members, to a four-year term, to the Highlands County Health Facilities Authority.*
Cynthia Acevedo, Assistant Director of Community Programs
There is no fiscal impact.
V. Spires resume.pdf
C. Taylor resume.pdf

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Ordinance No. 22-23-27, extending the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.*
Leah Sauls, Development Services Director
JD Langford, County Engineer
Clinton Howerton, Critical Infrastructure Director
The fiscal impact is not determinable at this time but is an estimated loss of $2.5 million per year (500 new homes x $5,000 per home impact fee assessment) that will not be collected for capital improvement items.
Ordinance_Chapter_13_-_suspending_Impact_Fees.SGS.docx

10.B *Public hearing to consider adoption of P&Z Hearing No. 2125, changing the Official Zoning Atlas for an approximate 64.48-acre parcel, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2125 for BCC CRF-Sebring RV.pdf
Application P&Z 2125 CRF-Sebring RV.pdf
Resolution P&Z 2125 CRF-Sebring RV.pdf

10.C *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-617SS, for an approximate 2.06-acre parcel, from Commercial/Industrial Mixed Use (CI) to Industrial (I).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report CPA-23-617SS for BCC Phillips.pdf
Application CPA-23-617SS Phillps.pdf
Ordinance CPA-23-617SS Phillips.pdf

10.D *Public hearing to consider adoption of P&Z Hearing No. 2126, changing the Official Zoning Atlas for an approximate 2.06-acre parcel, from Business District (B-3) to Industrial District (I-2).*
Sergio Garcia, Planner II
There is no fiscal impact.
Staff Report P&Z 2126 for BCC Phillips.pdf
Application P&Z 2126 - Phillips.pdf
Resolution P&Z 2126 - Phillips.pdf

10.E *Public hearing to consider the adoption of an additional 1% to the Tourist Development Tax collection, increasing the total collections to 5%.*

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
The Fiscal Impact would be a one percent increase to Fund 152 (Tourist Development Trust).
ORDINANCE 6th Penny_SGS.pdf

10.F *Request adoption of Resolution 22-23-26 approving the repeal of Resolution 22-23-22 burn ban.*
E. Laney Stearns, Public Safety Director
There is no fiscal impact.
Burn Ban Repeal Ordinance June 2023.SGS (1).pdf

11 ACTION AGENDA

11.A *Request approval of Amendment #0006 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2023 through June 30, 2024.*
Cynthia Acevedo, Healthy Families Program Manager / Assistant Community Programs Director
The grant award for fiscal year 2023-2024 is $322,000 and requires a minimum 25% contribution match. The cash contribution is $103,744 with additional expenses being covered through in-kind contributions.
Highlands Amendment 6 FY 23-24 for execution 6.2.23.pdf

11.B *Request approval of Amendment #2 to the Interlocal Agreement for Maintenance of Sebring Parkway.*
JD Langford, P.E., County Engineer
The fiscal impact will be an increase going forward but is undetermined until the annual expenditures are estimated/determined.
Partially Executed Addendum 2_6-8-2023.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal_Long_Range_Log.docx

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, County Administrator
There is no fiscal impact.
Commissioner's Priorities (FINAL) 06.20.2023.pdf
Project Updates (FINAL) 06.20.23.pdf

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from June 6, 2023, to June 19, 2023*

14.B *Resolution 22-23-119 approving the First Amendment to Agreement No.: 20CF0002701/2020REV0006 between the Southwest Florida Water Management District and Highlands County.*
Clinton Howerton, Jr., P.E, Critical Infrastructure Director
There is no fiscal impact.
RES. BOOK 34 PAGE 129.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: June 20, 2023

PRESENTER: **E. Laney Stearns, Public Safety Director**

SUBJECT/TITLE: **Request approval of a new Firefighter 56-hour job description for the Highlands County Fire Rescue Department**

STATEMENT OF ISSUE

The creation of this job description is an organizational response to the inability to satisfy minimum staffing levels. The foundation of this request is based on meeting the staffing needs of Highlands County Fire Rescue, providing an opportunity for employee development, and a mechanism of retention. The approval of this job description will allow an alternative avenue of hiring of public safety personnel from a despairing applicant pool.

RECOMMENDED ACTION

Move to approve the new Firefighter 56-hour job description for the Highlands County Fire Rescue Department

FISCAL IMPACT

No fiscal impact, . The approval of this job description will not alter, modify, or change the Highlands County Fire Rescue's current staffing level. The requested position's wage is a mirror image of the existing single certification EMT job description.

Attachments: Firefighter 56 Hour (TBD) 04.3.2023.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☒

Job Title: Firefighter 56 Hour	**Division**: Fire Rescue	**Department:** Public Safety	**Cost Center:** 3217
Job Code: TBD	**Pay Grade**: 301	**Pay Band:** $40,211.95 - $54,291.15	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☒ No ☐	**Overtime**: Yes ☒ No ☐	

1. This position reports directly to: Job Title Lieutenant Job Code 1113 Pay Grade 305
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A professional position responsible for preventing and extinguishing fires, protecting and saving life and property, the enforcement of County and State fire prevention codes and any laws pertaining to the prevention and control of fires, for rendering pre-hospital emergency response, basic life support, emergency care, and rescue services including the operation of fire trucks and ambulances.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Responds to fire and EMS calls with a fire company and performs fire suppression, EMS, and rescue related duties as assigned or assumed.
- Rescues and removes persons from danger.
- Operates various pieces of fire apparatus and equipment to extinguish fires.
- Ventilates burning buildings to eject smoke, heat, and gases.
- Performs salvage and overhaul operations at fire scenes.
- Performs cleaning and maintenance tasks on department buildings and equipment.
- Performs fire hydrant maintenance
- Performs annual testing and inspection of fire hose.
- Attends trainings pertinent to firefighting, fire inspections, equipment operation, emergency medical treatment, and other related areas.
- Promotes and conducts public education programs as directed.
- Makes periodic visits to building to conduct pre-fire planning.
- Administers pre-hospital emergency medical and fire services authorized within the scope of practice and training.
- Assists paramedics in providing Advanced Life Support care as assigned.
- Handles emergency and non-emergency patient transfers as assigned, including both in-county and out-of-county.
- Performs necessary firefighting and inspection duties.
- Completes necessary written reports, including patient & fire reports, patient bills, and daily team and unit reports in a timely, accurate fashion.
- Cleans and maintains apparatus and equipment on a daily basis, including maintaining required inventory supplies, and equipment. Keeps assigned station clean.
- Maintains a professional and safe area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Works productively with all personnel throughout the chain of command.

Knowledge, Skills, and Abilities:

• Knowledge of cardiopulmonary resuscitation, the use of basic life support skills, and life sustaining equipment and practices.
• Knowledge of safety and comfort measures and methods in the handling and treatment of patients.
* Knowledge of all basic and advanced Firefighting skills
• Knowledge and skill in defensive driving methods.
• Ability to become familiar with the roadway/highway systems within Highlands County.
• Knowledge of Florida safety requirements and privileges when responding to non-emergency and emergency situations.
• Knowledge of Florida traffic and driving regulations.
• Ability to communicate effectively both orally and in writing.
• Ability to make sound judgments.
• Ability to work as part of a team.
• Ability to adhere to physician instructions, protocols and standing orders.
• Ability to continually learn and update techniques and procedures in firefighting and emergency medical care.
• Ability to understand and carry out oral and written instructions.
• Ability to climb and skill to perform minor maintenance on an apparatus.
• Must have legible handwriting.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

This work requires the regular exertion of up to 10 pounds of force and frequent exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires standing, sitting, using hands to finger, handle or feel, lifting independently in excess of 125 pounds (or combined weight of 250 pounds) and repetitive motions and occasionally requires walking, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting and occasionally requires tasting or smelling and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arm's length.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from high school or possession of an acceptable equivalence diploma. Maintain a current Florida Firefighter 2, B.L.S./C.P.R. certification. Certification of completion of a Florida approved E.V.O.C.16 hr. defensive driving course. No comparable amount of training or experience may be substituted for the minimum qualifications.

Licenses, Certifications, or Registrations:

Must possess a valid Florida Driver License. Valid Florida Firefighter 2. Must obtain Florida Paramedic certification within Three (3) years. BLS CPR certification.

Other job related requirements:

Disaster Essential.

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

12 hour day and/or night shifts and 24 hour shifts are standard, however shifts may vary.

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

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

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

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20,2023

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

SUBJECT/TITLE: **Request approval of Agreement with Advanced Environmental Laboratories, Inc. for Water Sampling Solid Waste Services.**

STATEMENT OF ISSUE

Attached for your approval is an Agreement with Advanced Environmental Laboratories, Inc. to provide different water sampling analysis in accordance with ITB 23-002-LLK Water Sampling for Solid Waste. The agreement is for a three (3) year term with the potential for renewal of an additional three (3) year term. The first year estimated annual water sampling cost is $36,239.00.
Monthly, quarterly, and semi-annual water and leachate sampling, collection, preservation, analysis and reporting compatible with the Florida Department of Environmental Protection (FDEP) ADaPT program is required at the Highlands County Solid Waste Management Center and at the Closed Desoto City Landfill. Bids for ITB 23-002-LLK were opened on April 12, 2023, and Advanced Environmental Laboratories, Inc. submitted the lowest bid most advantageous to the county for the different sampling analyses that would be needed. A Notice of Award was issued on May 2, 2023 (Attachment A)

RECOMMENDED ACTION

Request approval of Agreement with Advanced Environmental Laboratories, Inc. for Water Sampling Solid Waste Services.

FISCAL IMPACT

The fiscal impact is $36,239.00 as the funds were budgeted in FY 22-23.

Attachments: Revised AEL signed AGREEMENT.pdf
Attachment A - ITB 23-002-LLK Water Sampling...Recommendation for Award.pdf

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLIANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Advanced Environmental Laboratories, Inc., 6681 Southpoint Parkway, Jacksonville, FL 32216, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Water Sampling for Solid Waste Services, pursuant to the COUNTY's Purchasing Policy and ITB-23-002-LLK; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-23-002-LLK; and,

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

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

SECTION 1. RECITALS.
The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.
The term of this Agreement shall be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for one (1) additional three (3) year term.

SECTION 3. SCOPE OF SERVICES.
The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.
The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.
Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the

COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO

YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY PIO: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

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

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

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following,

as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

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

COUNTY: Board of County Commissioners of Highlands County
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Board of County Commissioners of Highlands County
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: Advanced Environmental Laboratories, Inc.
Attn: Charles Ged/ President
6681 Southpoint Parkway
Jacksonville, FL 32216
jsnead@aellab.com

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 33. SOVEREIGN IMMUNITY.

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

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this

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

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

SECTION 36. ELECTRONIC SIGNATURE.

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

SECTION 37. ATTACHMENTS

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's for solicitation 23-002-LLK. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____

Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: CHARLES GEID

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of CHARLES GEID, as PRESIDENT, of ADVANCED ENVIRONMENTAL LABS, 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 FL DRIVER LICENSE as identification, and who did/did not take an oath this 1 day of JUNE, 2023.

(stamp)

CHRISTOPHER ALLAN STONE
MY COMMISSION #HH 69061
EXPIRES: DEC 03, 2024
Bonded through 1st State Insurance

_____
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

Exhibit "A"
Scope of Services

Provide water sampling and analysis from monitoring sites located at the Highlands County Solid Waste Management Center (Arbuckle Site) and the DeSoto City Landfill as required by monitoring plans for each facility and approved by the State of Florida Department of Environmental Protection (FDEP). Accomplish sampling with one trip to the locations named, as required. Monthly, quarterly, semi-annual, and annual testing of groundwater, surface water, and landfill leachate is required for Solid Waste Management in accordance with FDEP permit requirements for three (3) separate waste disposal facilities.

Meet the requirements of a maximum of three (3) hours between the sample being taken and the sample being in the laboratory.

The anticipated response time to have a field team on site in the County, in the event of an emergency that would require special sampling. **Maximum** response time is 3 hours.

A. MONITORING WELLS

Each monitoring well is plainly marked in the field with a sign giving its number and the mean sea level elevation of the top of the casing. Each well shall be purged, and the sample taken using the appropriate sampling pumps and equipment based on the requirements of FDEP SOP's. The CONTRACTOR must supply its own equipment for collecting samples. Only 4-wheel drive vehicles will be allowed access to all sampling locations. Two-wheel drive field vehicles will not be allowed into the sampling sites.

B. TESTING AND REPORTING

1. The field-testing, sample collection and preservation, and laboratory testing, including quality control procedures, shall be in accordance with Chapter 62-160 FAC. Approved methods, as published by the Department or as published in Standard Methods, ASTM, or EPA Methods, shall be used in accordance with Chapter 62-701.510(2)(b), FAC.
2. The organization collecting samples must use the Field and Laboratory Standard Operating Procedures (DEP-SOP-001/01) referenced in Chapter 62-160, FAC.
3. The laboratory designated to conduct the chemical analyses must be certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP) for the test methods and analytes that are being reported in accordance with Chapters 62-160.210(1), 62-160.300(1), and 62-701.510(2)(b), FAC, and FDEP SOP FS-1008.
   The laboratory conducting the analyses must use analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water

Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, FAC (except for those parameters listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004").

4. All laboratory and field reports shall be submitted to the COUNTY Solid Waste Department and/or their contracted consultant no later than twenty-five (25) calendar days after the sampling. All analytical reports shall show the day and time the sample was taken, the day and time the sample was received at the laboratory, and the day and time of analysis for each parameter and/or parameter group. The analytical results shall be submitted to the COUNTY in accordance with the FDEP's electronic reporting requirements using the ADaPT software (Chapter 62-701.510(8)(a), FAC). All analyses shall be submitted in duplicate to the Solid Waste Accounting Manager at 12770 Arbuckle Creek Road, Sebring, Florida 33870.
5. Water-quality sampling results, ADaPT EDDs, and ADaPT regulatory comparison reports must be provided to the COUNTY and the COUNTY's contracted consultant no later than twenty-five (25) days following the sampling date so that a summary of exceedances and compliance monitoring reports can be prepared. In addition, the CONTRACTOR will deliver to the COUNTY and the COUNTY's contracted consultant the data for the samples and tests performed in a comma delimited text or Microsoft Excel spreadsheet format.
6. Within three (3) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY and the COUNTY's contracted consultant all water-level data collected for each sample so that ground water contour maps, water levels, water elevation tables, and ground water monitoring report certifications can be prepared for the reports to FDEP.
7. Within twenty-five (25) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY all chain of custody forms and all field sampling information on FDEP Form FD 9000-24 (DEP-SOP-001/01) for all sampling and testing performed by the CONTRACTOR for the COUNTY for inclusion in the reports to FDEP.
8. Within twenty-five (25) days after completion of each sampling event, the CONTRACTOR will create ADaPT-compatible Solid Waste Field Electronic Data Deliverables (SWFDD) and Laboratory Electronic Data Deliverables (SWLDD) related to the sampling and testing performed by the CONTRACTOR for the COUNTY. The CONTRACTOR will process the Electronic Data Deliverables (EDDs) through the FDEP ADaPT program and correct all critical errors and enter comments concerning non-critical errors prior to providing the COUNTY or designated Consultant copies of the SWFDD, the SWLDD, and associated ADaPT error logs and comparison reports in .txt and .pdf formats.

9. No work will be started on any sampling cycle until the selected BIDDER receives a purchase order stating exactly what analysis are to be conducted.
10. Due to FDEP permit changes and/or changes in the Florida Administrative Code, the sampling frequency and parameter lists at any of the facilities may change requiring that the scope of work for this project to be changed prior to the project's expiration date. If the COUNTY and the CONTRACTOR awarded the bid cannot agree on the cost and procedure changes then this proposal will be voided and will be re-advertised under the revised requirements.
11. Field sampling results and analytical results will be compared to historical data by the COUNTY or their CONSULTANT. The CONTRACTOR will re-analyze in-house samples with anomalous results at no additional cost to the COUNTY.
12. QC samples (equipment blanks, trip blanks, etc.) must be collected in accordance with FDEP protocols. The cost for sampling and analysis of QC samples should be included in the Proposal.
13. If data is compromised due to sampling error or lab error, the CONTRACTOR will be responsible for re-sampling and re-analysis at the CONTRACTOR's expense.

C. LABORATORY

The successful CONTRACTOR shall utilize a laboratory certified by the Florida Department of Health Environmental Laboratory Certification Program (DOH ELCP) for the test methods and analytes that are being reported in accordance with Chapters 62-160.210(1), 62-160.300(1), and 62-701.510(2)(b), FAC, and FDEP SOP FS-1008. The laboratory conducting the analyses must use analytical methods capable of achieving detection limits at or below the Groundwater Cleanup Target Levels (GCTLs) or the Freshwater Surface Water Cleanup Target Levels (SWCTLs) in Table I, Chapter 62-777, FAC (except for those parameters listed in Table C of the "FDEP Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits dated 10/12/2004"). Documentation of laboratory certification is to be provided with bid submission.

D. GROUNDWATER LOGS

Within three (3) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY and the COUNTY's contracted consultant all water-level data collected for each sample so that ground water contour maps, water levels, water elevation tables, and ground water monitoring report certifications can be prepared for the reports to FDEP.

Within twenty-five (25) days after each sample is taken, the CONTRACTOR will deliver to the COUNTY all chain of custody forms and all field sampling information on FDEP Form FD 9000-24 (DEP-SOP-001/01) for all sampling and testing performed by the CONTRACTOR for the COUNTY for inclusion

in the reports to FDEP

E. SITE 1: HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER CLASS I LANDFILL

Monitoring well MW-1 is established as the background well. Monitoring wells MW-7A, MW-30, MW-31, MW-32, and MW-33 are established as detection wells to monitor leachate releases from the disposal unit. Monitoring wells MW-4, MW-21, and MW-22 are established for the purpose of monitoring the sprayfield. A surface water sample is collected from the Wetlands Mitigation Area.

Analysis 1 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-7A, MW-30, MW-31, MW-32, and MW-33 shall be sampled semi-annually and analyzed for the following parameters in March and September of every year for those parameters listed in 62-701.510(7)(a) FAC.

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity

Static Water Level in Wells Prior to Purging

LABORATORY PARAMETERS

Total Ammonia – N	Chloride
Mercury	Iron
Nitrate-Nitrogen	Sodium
Total Dissolved Solids (TDS)	

Those parameters listed in 40 CFR, Part 258, Appendix I

Analysis 2 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-1, MW-4, MW-21, and MW-22 shall be sampled semi-annually and analyzed for the following parameters in March and September of every year.

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity

Static Water Level in Wells Prior to Purging

LABORATORY PARAMETERS

Total Ammonia - N	Chloride
Mercury	Iron
Nitrate-Nitrogen	Sodium
Total Dissolved Solids (TDS)	Gross Alpha

Those parameters listed in 40 CFR, Part 258, Appendix I

Analysis 3 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-1, MW-4, MW-21, and MW-22 shall be sampled semi-annually and analyzed for the following parameters in December and June of every year.

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity

Static Water Level in Wells Prior to Purging

LABORATORY PARAMETERS

Total Ammonia -N	Nitrate-Nitrogen
Chlorides	Sodium
Iron	Mercury
Total Dissolved Solids (TDS)	Gross Alpha

Analysis 4 - Wetlands Mitigation Project (Semi-Annually)

Surface water in the Wetlands Mitigation Area shall be sampled semi-annually in March and September of every year and analyzed for those parameters listed in FAC Rule 62- 701.510(7)(b).

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity

LABORATORY PARAMETERS

Unionized Ammonia	Total Hardness (as mg/L CaCO3)
Iron	Biochemical Oxygen Demand (BOD5)
Mercury	Nitrate-Nitrogen
Total Dissolved Solids (TDS)	Total Organic Carbon (TOC)
Fecal Coliform	Total Phosphorus (as mg/L P)
Chlorophyll A	Total Nitrogen
Chemical Oxygen Demand (COD)	Total Suspended Solids (TSS)

Those parameters listed in 40 CFR, Part 258, Appendix I

Analysis 5 - Leachate Treatment System (Monthly Sampling)

Monthly sampling is required by Appendix 3 Condition IV.1 of the permit requires two (2) samples consisting of one (1) composite sample from the 1A, 1B and Cell 3 Influent site and one (1) sample from the Triplex Effluent leachate treatment sites. Samples are to be analyzed for the following permit-specific parameters:

FIELD PARAMETERS

pH	Specific Conductivity

LABORATORY PARAMETERS

Chloride	Total Dissolved Solids
Sodium	Iron
Total Ammonia -N	Nitrate-Nitrogen
Mercury	

Sampling must occur each month of the year in order for the Solid Waste Department to comply with DEP Permit Conditions.

Analysis 6 – Well and Water System Bacteriological Sampling (Annual Sampling in March)

The Arbuckle Creek Landfill water system must be sampled at the raw well, Break Room sink and Office sink in March consisting of three (3) samples every year for the following parameters:

LABORATORY PARAMETERS

- Total Coliform
- E. Coli

F. SITE 2: HIGHLANDS COUNTY SOLID WASTE MANAGEMENT CENTER CONSTRUCTION AND DEMOLITION WASTE LANDFILL

Monitoring well MW-1 is established as the background well. Monitoring wells MW-26 and MW-27 are designated as downgradient detection wells to monitor the zone of discharge.

Analysis 7 - Monitoring Wells (Semi-Annual)

Ground water monitoring wells MW-1, MW-26, and MW-27 shall be routinely sampled semi-annually in March and September of every year and analyzed for the following parameters:

FIELD PARAMETERS

pH	Turbidity
Temperature	Colors and Sheens (by observation)
Specific conductivity	Dissolved Oxygen

Static Water Level in Wells Prior to Purging

LABORATORY PARAMETERS

Aluminum	Cadmium
Chloride	Chromium
Nitrate-Nitrogen	Lead
Sulfate	Mercury
Total Dissolved Solids (TDS)	Total Ammonia -N
Iron	Xylenes
Sodium	Arsenic

Those parameters listed in EPA Methods 601 and 602

G. SITE 3: DESOTO CITY CLASS I LANDFILL (CLOSED)

Monitoring wells MW-10S and MW-12S are established as the background wells. Monitoring wells MW-6SR, MW-9S, MW-11S, MW-13S, MW-14S, and MW-15S are designated as compliance wells

Analysis 8 - Monitoring Wells (Semi-Annual)

All ground water monitoring wells shall be sampled semi-annually in March and September of every year and analyzed for the parameters listed in 62-701.510(7)(a) FAC as required by Permit Specific Conditions 3(a) and 3(b):

FIELD PARAMETERS

pH	Dissolved Oxygen
Turbidity	Colors and Sheens (by observation)
Temperature	Specific Conductivity

Static Water Level in Wells before purging

LABORATORY PARAMETERS

Total Ammonia - N	Chloride
Mercury	Iron
Nitrate-Nitrogen	Sodium

Total Dissolved Solids (TDS))

Those parameters listed in 40 CFR, Part 258, Appendix I

H. MONITORING WELL ELEVATIONS

MONITORING WELL ELEVATIONS

HIGHLANDS COUNTY SOLIE WASTE MANAGEMENT CENTER CLASS I LANDFILL

WELL #	ELEVATION (PVC)	WELL #	ELEVATION (PVC0
MW-1	70.77'	MW-30	69.78'
MW-4	69.61'	MW-31	69.22'
MW-21	70.31'	MW-32	69.46'
MW-22	69.89'	MW-33	67.32'
MW-7A	80.64'		

CONSTRUCTION AND DEMOLITION WASTE LANDFILL

WELL #	ELEVATION (PVC)	WELL #	ELEVATION (PVC)
MW-26	65.92'	MW-27	64.98'
MW-37 Not constructed yet			

DESOTO CITY CLASS I LANDFILL (CLOSED)

WELL #	ELEVATION (PVC)	WELL #	ELEVATION (PVC)
MW-6SR	140.44	MW-12S	106.87
MW-9S	147.16	MW-13SR	120.86
MW-10S	146.13	MW-14S	133.58
MW-11S	149.86	MW-15S	138.34

Exhibit "B"
Pricing Schedule

Exhibit "B"
Pricing

The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein. (No additional trip, service, or mileage charges)

ITEM NO.	ITEM DESCRIPTION	Analyses/Yr	UNIT	UNIT COST	EXTENDED PRICE (Unit * Qty)
GENERAL					
1	ANALYSIS #1	2	EA	$ 3,465.00	$ 6,930.00
2	ANALYSIS #2	2	EA	$ 2,972.00	$ 5,944.00
3	ANALYSIS #3	2	EA	$ 1212.00	$ 2,424.00
4	ANALYSIS #4	2	EA	$ 1,019.00	$ 2,038.00
5	ANALYSIS #5	12	EA	$ 401.00	$ 4,812.00
6	ANALYSIS #6	1	EA	$ 195.00	$ 195.00
7	ANALYSIS #7	2	EA	$ 1,404.00	$ 2,808.00
8	ANALYSIS # 8	2	EA	$ 5,544.00	$ 11,088.00
BASE BID AMOUNT TOTAL (Items 1-8, written numerically:					$ 36,239.00

ATTACHMENT A

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Department

RECOMMENDATION FOR AWARD
ITB 23-002-LLK
Water Sampling for Solid Waste
Bid Opening Date:
04/12/23

	LOCAL VENDOR	TOTAL	*	RANK
Advanced Environmental Laboratories, Inc.	**Y**	**$ 36,239.00**		**1**
Pace Analytical Services, LLC	**Missing**	**$ 43,511.00**		**2**

*** denotes corrective total**

Local Preference was not used to award this project; the local vendor is the lowest bidder.

The term of the Contract shall be for an initial three (3) year term from the date of the Board contract. Prices shall remain firm for one (1) year of the contract term. Upon mutual agreement of the parties, the contract may be renewed for one (1) additional three (3) year term, in accordance with the solicitation documents and with the approval as required by the Purchasing Manual. A Price Adjustment Clause was included in this solicitation. The contract will include a thrity (30) day termination for convenience clause for termination by the County.

Recommendation:

Recommendation to award to: Advanced Environmental Laboratories, Inc.

the lowest responsive and responsible bidder.

Lori DeLoach — May 2, 2023

Lori K. DeLoach, Purchasing Manager — Date

Clinton Howerton — May 2, 2023

Clinton Howerton, Jr., Critical Infrastructure Director — Date

Recommendation approved by:

Laurie A. Hurner — May 2, 2023

Laurie Hurner, County Administrator or Designee. — Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of the proposed Amendment 2 for the High School Girls Lacrosse Showcase amending the name of the event to The Florida State Games and the date of the event from August 27-28, 2022 to July 28-30, 2023.**

STATEMENT OF ISSUE

The Board of County Commissioners on August 2, 2022 at the regularly scheduled meeting approved the request of a change of date for the High School Girls Lacrosse Showcase event from July 22-23, 2022 to August 27-28, 2022 after being postponed due to increasing COVID cases in the lacrosse teams. The rescheduled event was ultimately postponed again without set date due to a merging of clubs at that time. The event organizer has expressed interest in returning to Highlands County to continue hosting lacrosse tournaments with the new, larger Florida based lacrosse organization, and has requested to rename the event to The Florida Games and reschedule the date for July 28-30, 2023, still within a key off-season month for tourism within Highlands County.

RECOMMENDED ACTION

Move to approve the proposed Amendment 2 for the High School Girls Lacrosse Showcase amending the name of the event to The Florida State Games and the date of the event from August 27-28, 2022 to July 28-30, 2023.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment 2_The Florida State Games Lacrosse Tournament.pdf

AMENDMENT 2 TO THE GRANT CONTRACT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND AIRSTREAM VENTURES, LLC

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Airstream Ventures, LLC, 3832 Bay Meadows Rd., Jacksonville, Florida 32217, hereinafter referred to as the "CONSULTANT".

WHEREAS, on July 5, 2022, the COUNTY entered into the Agreement with the CONSULTANT related to the New Event/Project Grant (hereinafter referred to as "Agreement"); and

WHEREAS, on August 2, 2022, the COUNTY approved Amendment 1 to the Agreement pursuant to paragraph 6 of the General Terms and Conditions of the Agreement; and

WHEREAS, the CONSULTANT has requested certain revisions to an upcoming event; 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, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and CONSULTANT is amended as follows:

1. Paragraph 6, Use of Funds, Exhibit "A" is hereby deleted in its entirety and replaced with **Exhibit "A-1"** attached hereto and made a binding part hereof.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Agreement, this Amendment 1 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this ____day of _____2023.

HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONSULTANT

By: _____

Print: Alan Verlander

Title: CEO

ATTEST:

By: K. Grayson

Exhibit "A-1"

Exhibit "A-1"

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: 2022: $20,000 (grant) + $20,000 (1000 verified room nights) = $40,000
2023: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000
2024: $10,000 (grant) + $20,000 (1000 verified room nights) = $30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: ~~High School Girls Lacrosse Showcase~~ The Florida State Games
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
   Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
   Title:
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? **No**
   >If yes – list years and amounts:

8. Amount Applicant is requesting for the Event/Project: 2022: $40,000 - 2023: $30,000 - 2024: $ 30,000

9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

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

II. Details about Applicant: (describe your business or organization)
Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:
TBD

IV. Event Specific Information

1. Event name: ~~High School Girls Lacrosse Showcase~~ The Florida State Games
2. Type of event: Sports/Tournament
3. Dates of Event: ~~July 22-24, 2022~~ July 28 - 30, 2023
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 3 Hours: 20+
6. Projected number of out of town participants: Out of state: 800
   In-state: 100
7. Projected number of attendees per day: 1200-1400
8. Projected number of media, staff, officials:
   Out of state: 10
   In-state: 20
9. Event/Project promoter (if other than Applicant):
   Name of promoter: Tom West
   Company name:
   Contact name: Tom West
   Address:
   Phone: (386)931-8503
   Email:
   Website:

V. Event Admission Price (if applicable) $10

VI. 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.) 2022: 1000 2023: 1000 2024: 1000

VII. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? (*Please answer each question or your application will be deemed incomplete*).
We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

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

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

EVENT BUDGET SUMMARY

EVENT INCOME

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

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Please see attached budget	
Visit Sebring/TDC Funding Request	$40,000
TOTAL INCOME ALL SOURCES	$54,500

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**
Please see attached budget	
TOTAL EVENT EXPENSES	$49,450
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Signage	$1,500
Venue Rentals	$15,000
Officials/Trainers	$15,250
Marketing (paid social)	$2,000
Equipment Rentals	$4,000
Promotional Items	$3,000
TOTAL TDC EXPENSES	**$40,000**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

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

SUBJECT/TITLE: **Request approval of Amendment No. 1 to Disaster Debris Removal and Recovery Services Contract with Phillips and Jordan, Inc. as the Prime Contractor.**

STATEMENT OF ISSUE

Attached for your approval is Amendment No. 1 to the Disaster Debris Removal and Recovery Services Contract with Phillips and Jordan, Inc. as the Prime Contractor to provide Disaster and Debris Removal and Recovery Services pursuant to RFP 20-017. The Amendment is for an extension of the contract for one (1) additional one year period beginning August 4, 2023 through August 4, 2024.
The original three (3) year contract agreement will expire on August 3, 2023, and this Amendment will be to extend the contract for the first of two (2) possible one year period extensions. The disaster debris removal and recovery contractor will manage the debris removal, transport, processing, and disposal of the debris.

RECOMMENDED ACTION

Move to approve Amendment No. 1 to Disaster Debris Removal and Recovery Services Contract with Phillips and Jordan, Inc. as the Prime Contractor.

FISCAL IMPACT

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

Attachments: P & J signed 20240804-Highlands County, FL-Contract Extension-PE.pdf

DocuSign Envelope ID: 0C131B95-95B0-4067-9DB2-B177A292428B

AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND PHILLIPS AND JORDAN, INCORPORATED

THIS AMENDMENT made by and between Highlands County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Phillips and Jordan, Incorporated, 10142 Parkside Drive, Suite 500, Knoxville, Tennessee 37922, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on August 4, 2020, the COUNTY executed an Agreement with the CONTRACTOR to provide the COUNTY with disaster debris removal and recovery services, hereinafter referred to as the "Agreement"; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and the CONTRACTOR is amended as follows:

1. Article 2. Term, is hereby amended to extend the Term through August 4, 2024.

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

PHILLIPS AND JORDAN, INCORPORATED

By: DocuSigned by: Morgan Pierce 2E2CED33513C4D1...

Print: Morgan Pierce

Title: President, Power

STATE OF ~~FLORIDA~~ TN
COUNTY OF Knox

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Morgan Pierce, as President Power, of Phillips and Jordan, Incorporated, 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 24th day of May, 2023.

(stamp) KRISTI LEANNE COSNER — STATE OF TENNESSEE NOTARY PUBLIC — KNOX COUNTY

NOTARY PUBLIC, State of ~~Florida~~ TN

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

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

SUBJECT/TITLE: **Request approval of Amendment No. 1 to Disaster Debris Removal and Recovery Services Contract with Ceres Environmental Services, Inc. as the Secondary Contractor.**

STATEMENT OF ISSUE

Attached for your approval is Amendment No. 1 to the Disaster Debris Removal and Recovery Services Contract with Ceres Environmental Services, Inc. as the Secondary Contractor to provide Disaster and Debris Removal and Recovery Services pursuant to RFP 20-017. The Amendment is for an extension of the contract for one (1) additional one year period beginning August 4, 2023 through August 4, 2024.
The original three (3) year contract agreement will expire on August 3, 2023, and this Amendment will be to extend the contract for the first of two (2) possible one year period extensions. The disaster debris removal and recovery contractor will manage the debris removal, transport, processing, and disposal of the debris.

RECOMMENDED ACTION

Move to approve Amendment No. 1 to Disaster Debris Removal and Recovery Services Contract with Ceres Environmental Services, Inc. as the Secondary Contractor.

FISCAL IMPACT

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

Attachments: Higlands County Ceres signed Amend. 1.pdf

AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND CERES ENVIRONMENTAL SERVICES, INC.

THIS AMENDMENT made by and between Highlands County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Ceres Environmental Services, Inc., 6868 Professional Parkway East, Sarasota, Florida, 34240, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on August 4, 2020, the COUNTY executed an Agreement with the CONTRACTOR to provide the COUNTY with disaster debris removal and recovery services, hereinafter referred to as the "Agreement"; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and the CONTRACTOR is amended as follows:

1. Article 2, Term, is hereby amended to extend the Term through August 4, 2024.

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CERES ENVIRONMENTAL SERVICES, INC.

By: Tia Laurie

Print: Tia Laurie

Title: Corporate Secretary

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Tia Laurie, as Corporate Secretary of Ceres Environmental Services, Inc., 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 5th day of June, 2023.

(stamp)

Tracey A. Mancini
NOTARY PUBLIC, State of Florida

Tracey A. Mancini

TRACEY A. MANCINI
Notary Public - State of Florida
Commission # GG 360121
My Comm. Expires Jul 29, 2023
Bonded through National Notary Assn.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

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

SUBJECT/TITLE: **Request approval of Amendment No. 1 to Disaster Debris Monitoring Services Contract with Tetra Tech, Inc.**

STATEMENT OF ISSUE

Attached for your approval is Amendment No. 1 to the Disaster Debris Monitoring Services Contract with Tetra Tech, Inc. to provide Disaster Debris Monitoring Services pursuant to RFP 20-016. The Amendment is for an extension of the contract for one (1) additional one year period beginning July 21, 2023 through July 21, 2024.
The original three (3) year contract agreement will expire on July 20, 2023, and this Amendment will be to extend the contract for the first of two (2) possible one year period extensions. The debris monitoring contractor will ensure that all state and federal rules and regulations are followed by the debris removal and recovery contractors to ensure all requirements for eligible reimbursement for disaster debris removal and recovery services will be met.

RECOMMENDED ACTION

Move to approve Amendment No. 1 to Disaster Debris Monitoring Services Contract with Tetra Tech, Inc.

FISCAL IMPACT

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

Attachments: Amendment1.Tetra Tech.SGS (TT Signed).pdf

AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND TETRA TECH, INC.

THIS AMENDMENT made by and between Highlands County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and Tetra Tech, Inc., 2301 Lucien Way, Suite 120, Maitland, Florida, 32751, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on July 21, 2020, the COUNTY executed an Agreement with the CONTRACTOR to provide the COUNTY with disaster debris monitoring services, hereinafter referred to as the "Agreement"; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement between the COUNTY and the CONTRACTOR is amended as follows:

1. Article 2, Term, is hereby amended to extend the Term through July 21, 2024.

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Chris Campbell, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

TETRA TECH, INC.

By: _____

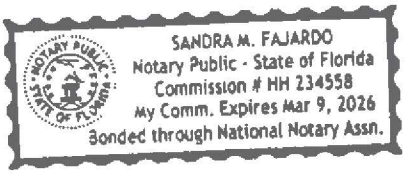
Print: Jonathan Burgiel

Title: Business Unit President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Jonathan Burgiel, as Business Unit President, of Tetra Tech, Inc., 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 25th day of May, 2023.

(stamp)



_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request approval of a Sport Event Tourist Development Grant for the Dixie Youth Baseball Division I State Tournament per the recommendation of the Tourist Development Council.**

STATEMENT OF ISSUE

The Tourist Development Council, at the regularly scheduled meeting on April 27, 2023, recommended reimbursing Youth Baseball of Sebring, Inc.. for up to $6,500.00 for 2023 Dixie Youth Baseball Division I State Tournament. This grant will be to cover eligible costs associated with baseballs, hosting fees and approved reimbursable items under the Sport Event Grant guidelines for the Dixie Youth Baseball Division I State Tournament.

RECOMMENDED ACTION

Move to approve a Sport Event Tourist Development Grant for the Dixie Youth Baseball Division I State Tournament per the recommendation of the Tourist Development Council.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. This item was approved in the Tourist Development's budget for FY22-23. The Dixie Youth Baseball Division II State Tournament is eligible for $6,500.00 from cost center 5305 (Tourist Dev-Marketing and Promotion), account 53400 (Contractual Services).

Attachments: Grant Contract - 2023 Dixie Youth Baseball Div. I State Tournament.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: YOUTH BASEBALL OF SEBRING, INC.
ADDRESS: P.O. BOX 1178
SEBRING, FL 33875
FEI NO: 65-0458162

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses for the 2023 Dixie Youth Baseball Division I State Tournament as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

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

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

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

REPORTS

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

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until September 9, 2023.

NOTICE

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

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR for Hosting Fees, in the amount of up to Six Thousand Five Hundred Dollars ($6,500) for the 2023 Dixie Youth Baseball Division I State Tournament with room verifications required, from Cost Center 5305 the Marketing and Promotion Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2023.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCrecords@highlandsfl.gov

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

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

requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

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

DATED this 26th day of May 2023.

YOUTH BASEBALL OF SEBRING, INC., a Florida Not for Profit Corporation.

By: _____
Matt Gose, President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, as _____, of Matt Gose, 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 26th day of May, 2023.

(stamp)

_____
NOTARY PUBLIC, State of Florida

DONNA HOWERTON
Notary Public - State of Florida
My Comm. Expires Sept. 14 2026
Commission #HH 312521

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chris Campbell, Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

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 should 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

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/Project**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC SPORTS EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $ 7500.00

I. General Information

1. Name of Applicant: Youth Baseball of Sebring Inc.
2. Name of Event: 2023 Dixie Youth Baseball Div.1 State Tournament
3. Contact person: Matt Gose
4. Contact person e-mail: mattmgose@gmail.com
5. Complete address of Applicant: P.O. Box 1178 Sebring FL. 33870
   Cell phone: 863-381-2465
6. Applicant's Chief Official/Tournament Director: Matt Gose
   Title: President
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? (Yes) No
   >If yes – list years and amounts: 2016 $5000.00 2017 $5000.00 2018 $5000.00
   2019 $5000.00 2021 $5000.00 2022 $4000.00
8. Amount Applicant is requesting for the Event/Project: $ $7500.00
9. Intended use of funds: Hosting Fees
   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant (describe your business or organization): non profit youth Baseball

III. Schedule of Event/Project: July 7th-11th 2023

IV. Event/Project Specific Information

1. Event/Project name: 2023 Dixie Youth Baseball Div.1 State Tournament
2. Type of event or project: Youth Baseball
3. Dates of Event/Project: July 7-11 2023
4. Location of Event/Project: Max Long Recreation Complex Sebring FL.

5. Number of days: 5 Hours:

6. Projected number of participants, coaches, officials:
   Overnight, out of state: Overnight, in-state: 250 Day Trip:

7. Projected number of spectators per day:
   Overnight, out of state: Overnight, in-state: 300 Day Trip:

8. Projected number of media, staff, officials:
   Overnight, out of state: 1 Overnight, in-state: 15 Day Trip:

9. Event/Project promoter (if other than Applicant):
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

10. Is this an elimination tournament (circle one) (Yes) or No

11. Admission Price (if applicable): $8.00 Day Pass $22.00 Tournament Pass

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to 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:** ~~250~~ 350

13. How will you verify room nights? Every hotel will be contacted and asked to track rooms. We also track by asking participants at check in.

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

    Previous Event or Project: 2022 Tball and Dixie Boys State Tournants
    Date: July 1-4 2022
    Location: Same
    Total Room Nights: 300
    Contact Name/Phone:
    Funding amount awarded $4000.00
    Economic Impact: restaurants, Hotels, Grocery Stores, Gas stations

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)
Gate Fees	2500.00
Concession stand	2500.00
Menorabilla	1000.00
Visit Sebring/TDC Funding Request	$ 7500.00
TOTAL INCOME ALL SOURCES	$ 13,500.00

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 Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
Tickets & armbands	500.00
Concession Stand supplies	8000.00
Hosting Fees	5000.00
shirts	500.00
Trophies or Rings	4500.00
Facilities preparations	3000.00
Field Dry	1500.00
chalk	500.00
Baseballs	1500.00
	$
TOTAL EVENT EXPENSES	$ 25000.00
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Hosting Fees	5000.00
Baseballs	1500.00
TOTAL TDC EXPENSES	$ 6500.00

Grant Application Checklist

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

Initials

MM This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: July 7-11 2023
Date of Application: _____

MM 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 _____ (date 60 days after event ends).

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

MM I understand that the "Visit Sebring" logo must appear in any print advertisements funded by the TDC. The "Visit Sebring" logo must either be featured on the digital advertisements or on website/landing page linked to the ad or the ad must link to the TDC's website.

MM An IRS W-9 Form and copy of the Florida Division of Corporations form is included with the application.

MM 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.

MM I understand that funding has not been approved until the Board of County Commissioners (BOCC) approves the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract nor prior to BOCC approval.

MM 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.

MM 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.

MM Reimbursement will only be provided at a rate of $20/verified room night.

MM The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds and based on TDC and BOCC approvals. (page 7)

MM Applicant understands that it is required to submit a **Room Night Verification Form** from each hotel to track the amount of rooms the Event produces in order to receive funding. (page 9)

MD 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)

MD Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

MG Applicant will provide the Visit Sebring office with a Certificate of Insurance (COI) naming "Highlands County Tourism Office" as additionally insured no later than 10 days before the event begins.

MD Applicant has included a detailed **Marketing Plan** for the Event.

MD Applicant has included a sample **Visitor/Attendee Survey** for the Event.

MD As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the **Post-Event Report** 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).

MD The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

MG Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's 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. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

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

MG Applicant understands 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.

MD Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: Matt Gose

Title: President *Date:* April 6th 2023

Authorized Agent Signature: Matt Gose

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Youth Baseball of Sebring, Inc.

2 Business name/disregarded entity name, if different from above

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

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

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

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 1178

Requester's name and address (optional)

6 City, state, and ZIP code
Sebring, FL 33875

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 5 - 0 4 5 8 1 6 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 4.6.23

General Instructions

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

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

Purpose of Form

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

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

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

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

CERTIFICATION OF APPLICANT

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

Applicant Name: Matt Gose

Date: April 6th 2023

By: _____
(Signature)

Its:

(Title)
State: Florida County: Highlands

Before me this day personally appeared Matt Gose (name) as President (title) of Youth Baseball of Sebring Inc (applicant) to me well known or produced identification _____ (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date) 4/6/2023

My Commission expires (date) 9/14/2026

Signature of Notary Donna Howerton

DONNA HOWERTON
Notary Public - State of Florida
My Comm. Expires Sept. 14 2026
Commission #HH 312521

Detail by Entity Name

Florida Not For Profit Corporation
YOUTH BASEBALL OF SEBRING, INC.

Filing Information

Document Number	N94000004601
FEI/EIN Number	65-0458162
Date Filed	09/19/1994
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/08/2014

Principal Address

MAXLONG COMPLEX
LAKEWOOD RD
SEBRING, FL 33875

Changed: 07/08/2008

Mailing Address

P.O. BOX 1178
SEBRING, FL 33871

Changed: 03/04/1996

Registered Agent Name & Address

Moesching, Casey H.
233 US Highway 27 North
SEBRING, FL 33870

Name Changed: 02/11/2022

Address Changed: 03/27/2016

Officer/Director Detail

Name & Address

Title President, Director

GOSE, MATT

2022 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 11, 2022
Secretary of State
9006307213CC

DOCUMENT# N94000004601

Entity Name: YOUTH BASEBALL OF SEBRING, INC.

Current Principal Place of Business:

MAXLONG COMPLEX
LAKEWOOD RD
SEBRING, FL 33875

Current Mailing Address:

P.O. BOX 1178
SEBRING, FL 33871 US

FEI Number: 65-0458162

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MOESCHING, CASEY H.
233 US HIGHWAY 27 NORTH
SEBRING, FL 33870 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CASEY H. MOESCHING 02/11/2022

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT, DIRECTOR	Title	VP, DIRECTOR
Name	GOSE, MATT	Name	MOESCHING, CASEY
Address	PO BOX 1178	Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871	City-State-Zip:	SEBRING FL 33871
Title	TREASURER, DIRECTOR	Title	DIRECTOR
Name	VAZQUEZ, FEDERICO	Name	HANDLEY, RONNIE
Address	PO BOX 1178	Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871	City-State-Zip:	SEBRING FL 33871
Title	DIRECTOR	Title	SECRETARY, DIRECTOR
Name	BISHOP, DREW	Name	MILLER, DOUG
Address	P.O. BOX 1178	Address	P.O. BOX 1178
City-State-Zip:	SEBRING FL 33870	City-State-Zip:	SEBRING FL 33871

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CASEY H. MOESCHING VP 02/11/2022

Electronic Signature of Signing Officer/Director Detail — Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

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

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-102 to reallocate funds within Project #15030 (Automated Fueling Station).**

STATEMENT OF ISSUE

The Solid Waste Operations Manager is in the process of installing the Fuel Master system at the Highlands County Solid Waste Facility. Additional funds in the amount of $4,466.37 need to be reallocated within Project #15030 (Automated Fueling Station) Cost Center 4210 (Refuse Disposal) Account #55200Z (Project Operating Supplies) to Account # 54600Z (Project Machinery & Equipment) for the purchase of equipment for this project. The existing budget for this project is $64,533.63 and the additional $4,466.37 will make the total budget for this project $69,000.00.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-102 to reallocate funds within Project #15030 (Automated Fueling Station).

FISCAL IMPACT

There is no fiscal impact to the overall budget as the funds were budgeted within the FY 22-23 Budget within Fund 401 (Solid Waste Enterprise Fund). This Budget Amendment is simply reallocating funds to the correct account within the project and transferring funds from the Solid Waste Reserve for Contingency in the amount of $4,466.37.

Attachments: 22-23-102 BA Proj 15030 Automated Fueling Station Realignment.pdf
22-23-102 Proj 15030 Automated Fueling Station Realignment (Reserve).pdf

BOARD OF COUNTY COMMISSIONERS

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

REVIEWED
O.M.B DEPARTMENT
June 1, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: **5/23/2023**

SUBMITTED BY: **Clinton Howerton, Jr., P.E., Critical Infrastructure Division Director**

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

PROJECT(S) #: **15030** PROJECT TITLE(S): **Automated Fueling Station** COST CENTER TITLE(S): **Refuse Disposal**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	401	9990F	59900	Reserve For Contingency		250,000.00		4,466.37	245,533.63
E	401	4210	55200Z	Project Operating Supplies	15030	64,533.63		64,533.63	0.00
E	401	4210	54600Z	Project Repair & Maintenance	15030	0.00	11,557.27		11,557.27
E	401	4210	56301Z	Project Capital Infrastructure	15030	0.00	42,942.73		42,942.73
E	401	4210	56400Z	Project Machinery & Equipment	15030	0.00	14,500.00		14,500.00
									0.00
									0.00

REASON: **This budget amendment is necessary to reallocate funds within Project # 15030 (Automated Fueling Station) to move to track expenses in the correct accounts within the project. It was also necessary to transfer funds from Reserve for Contingency within the Solid Waste Fund to cover the shortfall in the project.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-102**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX	ITEM TO ITEM
XX	RESERVE
	BY RESOLUTION
	SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

SOLID WASTE FUND - 401 (9990F)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		**$250,000.00**	
06/20/23		22-23-102	($4,466.37)	$245,533.63	to allocate add'l funds for project 15030 Automated Fueling Station.
REVISED TOTAL:				**$245,533.63**	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Chris Pruzinsky, Road & Bridge Operations Supervisor**

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-105 to transfer funds to Transportation Projects (4102A), (Project #22006) R&B Equipment, Account 56400 (Project Equipment) from Central Services 151 (2111A), Capital Outlay < $25K (Project #21035), Account 56400Z (Project Equipment).**

STATEMENT OF ISSUE

This budget amendment is requesting to transfer funds from Capital Outlay, (2111A) Project Equipment (Project #21035) in the amount of $10,330.01 and move to (4102A) R&B Equipment (Project #22006) for additional funds needed for a major overhaul of an existing trackhoe.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-105 to transfer funds to Transportation Projects (4102A), (Project #22006) R&B Equipment, Account 56400 (Project Equipment) from Central Services 151 (2111A), Capital Outlay < $25K (Project #21035), Account 56400Z (Project Equipment).

FISCAL IMPACT

There is no fiscal impact to Fund 151 or the overall budget. This budget amendment is merely transferring Capital Outlay <25K adopted funds from 2111A 56400Z Project #21035 to 4102A 56400Z Project #22006 in the amount of $10,330.01.

Attachments: 22-23-105 R&B Equipment Add'l Funding (BA).pdf

REVIEWED
O.M.B DEPARTMENT
June 8, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/7/2023** SUBMITTED BY: **Jonathan Harrison**

FUND(S): **151** FUND TITLE(S): **Local Govt Infrastructure Surtax** COST CENTER(S) #: **2111A, 4102A**

PROJECT(S) #: **21035, 22006** PROJECT TITLE(S): **Capital Outlay <25K, R&B Equipment** COST CENTER TITLE(S): **Central Services 151, 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**	**2111A**	**56400Z**	**Project Equipment**	**21035**	**700,695.74**		**10,330.01**	**690,365.73**
E	**151**	**4102A**	**56400Z**	**Project Equipment**	**22006**	**916,769.84**	**10,330.01**		**927,099.85**

REASON: **Transfer funds from Project 21035 Capital Outlay < $25K to Project 22006 R&B Equipment to refurbish Trackhoe.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-105**

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: June 20, 2023

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

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-106 to reallocate funds within Fund 110 for the purchase of a Ford F-150 pickup.**

STATEMENT OF ISSUE

When staff was preparing the FY 22-23 budget for Engineering funds were budgeted for the purchase of a Ford F-150 pickup truck for the new Jr. Utility/Driveway Inspector. The estimated cost of the vehicle was $30,000 when the budget was submitted for review in April 2022. Since that time, costs have increased and the quote for a truck is now $39,767.00. Funds were budgeted in Cost Center 4101, Account 56400 in the amount of $15,000 and in Cost Center 3440A, Account 56400 in the amount of $15,000.00. This Budget Amendment is necessary to reallocate an additional $4,883.50 within Cost Center 4101, Account 56400. There are enough funds currently in Cost Center 3440A, Account 56400 for their portion of this vehicle.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-106 to reallocate funds within Fund 110 for the purchase of a Ford F-150 pickup.

FISCAL IMPACT

There is no fiscal impact to the overall budget as the funds were budgeted within the FY 22-23 Budget within Fund 110 (Transportation Trust Fund). This Budget Amendment is simply reallocating funds to the correct account within the fund and transferring funds from the Transportation Trust Fund Reserve for Contingency in the amount of $4,883.50.

Attachments: 22-23-106 Ford F-150 Truck Add'l Funding_Fd 110 (BA).pdf
22-23-106 Ford F-150 Truck Add'l Funding_Fd 110 (Reserve).pdf

BOARD OF COUNTY COMMISSIONERS

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

REVIEWED
O.M.B DEPARTMENT
June 8, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: **6/8/2023** SUBMITTED BY: **JD Langford, P.E., County Engineer**

FUND(S): **110** FUND TITLE(S): **Transporation Trust** COST CENTER(S) #: **9990A, 4101**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Budgetary Expenditures AC/110, Engineering Services**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**110**	**9990A**	**59900**	**Reserve For Contingency**		**155,000.00**		**4,883.50**	**150,116.50**
E	**110**	**4101**	**56400**	**Machinery & Equipment**		**15,000.00**	**4,883.50**		**19,883.50**
									0.00
									0.00

REASON: **This budget amendment is necessary to transfer funds from Reserve for Contingency to Cost Center 4101, Account 56400 (Machinery & Equpment) to cover the shortfall of funds needed to purchase a Ford F-150 pickup truck for the Jr. Utility/Driveway Inspector.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-106**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

TRANSPORTATION TRUST FUND- 110 (9990A)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		**$200,000.00**	
12/06/22	12/06/22	22-23-025	($45,000.00)	$155,000.00	To appropriate funds in project 22011 Highway Lighting FY22-23.
06/20/23		22-23-106	($4,883.50)	$150,116.50	To provide add'l funding for vehicle purchase in 4101
REVISED TOTAL:				**$150,116.50**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Brandon Gunn, Projects Manager**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-125 for Budget Amendment 22-23-103 for project 22053 Judicial Court Remodel.**

STATEMENT OF ISSUE

The accompanying Budget Amendment is bringing forward additional fund balance to appropriate into Infrastructure Surtax Reserve for Contingency. In addition, it will then transfer $248,300.00 from the reserve for contingency account (151/9990B/59900) into project 22053 Judicial Court Remodel into account 56200Z (project buildings).

RECOMMENDED ACTION

Move to adopt Resolution 22-23-125 for Budget Amendment 22-23-103 for project 22053 Judicial Court Remodel.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) as it is necessary to bring Fund Balance Forward in the amount of $100,000 and appropriate to cost center 9990B (Budgetary Expenditures AC/151), Account 59900 (Reserve for Contingency) to provide additional funding for the Judicial Court Remodel.

Attachments: 22-23-103 Proj 22053 Judicial Court Remodel (BA) revised.pdf
22-23-103R Proj 22053_Judicial Crt Remodel Add'l Funds for Reserve (Resolution).pdf
22-23-103 Project 22053 Judicial Court Remodel (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
June 12, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/22/2023** SUBMITTED BY: **Brandon Gunn**

FUND(S): **151** FUND TITLE(S): **Local Government Infra Surtax** COST CENTER(S) #: **9990B / 1031A**

PROJECT(S) #: **22053** PROJECT TITLE(S): **Judicial Court Remodel** COST CENTER TITLE(S): **Budge Expenditure AC/151 / Courthouse Facilities - 151**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100	Fund Balance Brought Forward		1,281,551.96	100,000.00		1,381,551.96
E	151	9990B	59900	Reserve for Contingency		200,640.00	100,000.00		300,640.00
E	151	9990B	59900	Reserve for Contingency		300,640.00		248,300.00	52,340.00
E	151	1031A	56200Z	Project Buildings	22053	0.00	248,300.00		248,300.00
									0.00
									0.00
									0.00

REASON: **To establish funding for Project 22053 Judicial Court Remodel.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-103**

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

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-125

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-103 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 22-23-103 is hereby approved and authorized to appropriate Fund Balance Brought Forward to provide additional Reserve for Contingency funds in the amount of $100,000.00.

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 20th day of June, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

LOCAL INFRASTRUCTURE SURTAX FUND (CAPITAL IMPROVEMENTS) - 151 (9990B)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		**$210,000.00**	
02/21/23	02/21/23	22-23-055	($1,160.00)	$208,840.00	Allocate add'l funding from Reserve for Contingency to fd ExpressVote devices shortage due to price increase
03/07/23	03/07/23	22-23-061	(8,200.00)	$200,640.00	Allocate funds for Project 21057 Ag Center HVAC Auditorium Unit for add'l electrical work.
06/20/23		22-23-103	$100,000.00	$300,640.00	Appropriating add'l funds for future projects/needs.
06/20/23		22-23-103	($248,300.00)	$52,340.00	To establish funding for Project 22053 Judicial Court Remodel.
REVISED TOTAL:				**$52,340.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 20, 2023 9:00 AM

PRESENTER:	**Laurie Hurner - County Administrator** **Clinton Howerton Jr., P.E., Director of Critical Infrastructure**
SUBJECT/TITLE:	**Request approval to reduce tipping fee charges to Waste Connections by 50% for contaminated recycling materials disposed at the Highlands County Landfill between October 2020 through August 2021.**

STATEMENT OF ISSUE

From October 2020 to August 2021, many loads of residential recycling materials collected were contaminated with non-recyclable materials deeming these loads to be unusable for normal recycling processes. These loads with high amounts of non-recyclable materials were therefore disposed of in the solid waste landfill. The tipping fees for this disposal were charged to the County's contractor during this period and the total disposal fees were $95,584.98. The Contractor disputed the charges on grounds that the Contractor is not required to pay tipping fees for residential solid waste collected and disposed in the County landfill and that these loads should be classified as residential solid waste and therefore all fees waived.
Staff has negotiated an agreement with the Contractor wherein (if approved by the BOCC) the County will reduce the fees by 50% and the Contractor will submit payment for the remaining balance.
Because this was recorded in FY 20-21, the fiscal impact will be a reduction in FY 20-21 accounts receivable which will be reflected in an increase in the expenditure Write-Off account in the amount of $47,792.49 in the current fiscal year.

RECOMMENDED ACTION

Move to approve the reduction of tipping fee charges to Waste Connections by 50% for contaminated recycling materials disposed at the Highlands County Landfill between October 2020 through August 2021.

FISCAL IMPACT

The fiscal impact will be a reduction in FY 20-21 accounts receivable which will be reflected in an increase in the expenditure Write-Off account in the amount of $47,792.49 in the current fiscal year.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 20, 2023

PRESENTER:	**Corey Amundsen, Emergency Management Manager**
SUBJECT/TITLE:	**Request adoption of Resolution 22-23-102 approving the Highlands County Comprehensive Emergency Management Plan 2022.**

STATEMENT OF ISSUE

The Highlands County Comprehensive Emergency Management Plan outlines steps to take during critical events in order to optimize safety and minimize harm to community. It goes over the 4 phases of Emergency Management Mitigation, Preparedness, Response, and Recovery. Allows all county departments to know their roles and responsibilities.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-102 for approving the Highlands County Comprehensive Emergency Management Plan 2022.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Resolution_22-23-102_Comp_Emerg_Mngmt_Plan.SGS.pdf
Highlands County CEMP Compliance Letter.pdf

RESOLUTION NO. 22-23-102

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE HIGHLANDS COUNTY COMPREHENSIVE EMERGENCY MANANAGEMENT PLAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ADOPTION OF THE COMPREHENSIVE EMERGENCY MANAGEMENT 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 is charged with maintaining a Comprehensive Emergency Management Plan pursuant to Florida Administrative Code, Rule Chapter 27P-6; and

WHEREAS, from time to time it is necessary for the County to update its Comprehensive Emergency Management Plan; and

WHEREAS, the County has determined that it is in its best interest to adopt the 2022 update of the Highlands County Comprehensive Emergency Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUTY, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The Board of County Commissioners of 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 Comprehensive Emergency Management Plan. Highlands County hereby adopts the Comprehensive Emergency Management Plan attached hereto as **Exhibit "A**" (the "Plan"). Any prior Comprehensive Emergency Management Plan adopted by Highlands County is hereby repealed and replaced in its entirely by the 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 5. Savings Clause. All prior actions of Highlands County pertaining to the Comprehensive Emergency Management Plan, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator

and City Attorney, may be corrected.

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

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

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

PASSED AND ADOPTED this 6th day of June, 2023.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk

EXHIBIT “A”

Plan available through public records request subject to exemptions set forth in Florida Statutes, Chapter 119.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

January 30, 2023

Corey Amundsen, Director
Highlands County Emergency Management
6850 W. George Blvd.,
Sebring, FL 33875

Dear Director Amundsen:

In accordance with the provisions of Rule Chapter 27P-6 Florida Administrative Code (FAC), the Florida Division of Emergency Management (FDEM) has completed its review of the Highlands County Comprehensive Emergency Management Plan (CEMP). The review team has determined that your plan meets the CEMP compliance criteria. We hope that the comments and discussions the review team had with you and your staff during the review will assist you in future planning efforts and enhance the update of your CEMP.

The approved plan must now be adopted by resolution by the governing body of the jurisdiction within 90 days in accordance with Rule 27P-6.006(11) FAC. You must forward a copy of the adoption resolution and an electronic copy of the adopted plan to FDEM to complete compliance. Failure to adopt the plan by resolution within 90 days will result in a letter of non-compliance unless an adoption extension is requested in accordance with Rule 27P-6.006(11) FAC.

If you have any questions or need additional information regarding the plan's approval, please contact your review team leader, Glen Hammers, at (850) 591-9947 or by email: Glen.Hammers@em.myflorida.com.

Sincerely,

Andrew Sussman

Digitally signed by Andrew Sussman
Date: 2023.01.31 08:04:32 -05'00'

Andrew Sussman,
All-Hazards Unit Manager

LM/AS/gh/

RELEVANT STAKEHOLDERS:
Chris Campbell, Chair, Highlands County BOCC
Willie Bouie, DEM Regional Coordination Manager
Curtis Knowles, RPC Representative
Melissa Shirah, DEM - Recovery
Laura Dhuwe, DEM - Mitigation
Glen Hammers, DEM – Compliance Coordinator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Sarah Beth Rogers, Economic Development Manager**

SUBJECT/TITLE: **Request approval of a letter of request for the Competitive Florida Partnership Grant through the Department of Economic Opportunity.**

STATEMENT OF ISSUE

The Highlands County Economic Development Office is seeking $40,000 in funding through the Competitive Florida Partnership Grant to continue to carry out much of the remainder of our 5-year strategic plan. Specifically, these dollars will be used to continue to pursue the retail recruitment portion of the strategic plan by continuing to work with Retail Strategies. This letter is a request for the funding to be included with the application to the Department of Economic Opportunity.

RECOMMENDED ACTION

Move to approve a letter of request for the Competitive Florida Partnership Grant through the Department of Economic Opportunity.

Attachments: CFP Letter of Request 2023.pdf

June 13, 2023

Benjamin Melnick, Deputy Secretary
The Department of Economic Opportunity
Division of Community Development
107 East Madison Street, MSC 160
Tallahassee, Florida 32399-4120

Dear Secretary Melnick,

The Highlands County Economic Development Office, an office of the Highlands County Board of County Commissioners, is seeking $40,000 in funding through the Competitive Florida Partnership Grant to continue to carry out much of the remainder of our 5-year strategic plan. This plan was completed in 2019, and we plan to complete another plan in the 2024-2025 county fiscal year. One of the goals of the current plan is to "refine the current targeted business recruitment, retention, and expansion strategy." One of the strategies identified to complete this goal is to "explore opportunities around hiring a retail recruitment firm." During the 2022-2023 county fiscal year, the team economic development team identified and hired a retail recruitment firm, Retail Strategies, with the purpose of augmenting staff capacity and identifying possible opportunities for realistic retail and service-based business growth.

Within this first year under contract with Retail Strategies, the Economic Development Office has received a plethora of useful data in regard to the targeted trade area, market research, and a catalog of key real estate availability. The Retail Strategies team is also beginning to recruit retail businesses on behalf of Highlands County with a personalized retail strategic plan as their guide. One of the most striking pieces of data pointed out in the retail strategic plan is that there is a $1.1 billion dollar opportunity gap of dollars being spent outside of our community. We are asking for this $40,000 in grant funds to continue our contract with Retail Strategies for another year, so they can continue to recruit more businesses to our community and help us capture some of those dollars that are leaving our county.

The Highlands County Board of County Commissioners completes a multitude of grant funded projects annually; most of these help to complete much needed infrastructure additions and improvements. The Economic Development Office specifically uses several grants annually to pay for marketing efforts and cover engineering costs for planning infrastructure improvements at key sites for development. A recent success of the office was the initial grant to hire Retail Strategies; we received funding for year one of the retail study through the Florida Heartland Economic Region of Opportunity. From year one so far, we have at least four strong leads of businesses looking to make Highlands County their next home. With lots of space and opportunity to grow, we hope to continue to work with Retail Strategies to recruit businesses that would increase the quality of life for our citizens.

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

The most challenging part of the grant process for the office is the administration of the grant dollars. With a small staff of three, any additional tasks, like grant reporting, can impact the workload and is a consideration. However, our staff has always been able to manage any grant we have received in the past and have put the appropriate processes in place to ensure all grant dollars are incorporated and administered efficiently and effectively.

Regarding managing this particular grant, the Economic Development Office will be taking the lead to ensure the dollars are used appropriately. We expect to dedicate at least two hours weekly to the grant process, and during these weeks, the team will dedicate time to communicating with the Retail Strategies Team about available real estate and business prospects, as well as engaging with local stakeholders. Many of the local stakeholders, such as large local employers, school board leadership, and local government leaders, are apart of the Economic Development Commission, and the economic development team communicates with them regularly.

We appreciate the consideration of our request for funding. We know these grant dollars will make a huge impact on our recruitment efforts of new retail businesses, as we work to capture dollars being spent outside our county and improve the quality of life for our citizens. Furthermore, we look forward to completing this aspect of our current 5-year strategic plan, so we can confidently pursue the next strategic plan that is to come within the next couple of years. Should you have any questions in regard to our request, please do not hesitate to reach out to our Economic Development Office directly at 863-402-6882 or at economicdevelopment@highlandsfl.gov.

Sincerely,

Commissioner Chris Campbell, Chairman
Highland County Board of County Commissioners

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request acceptance of E911 Region 6 GIS Repository Grant for signature, along with the Adoption of Resolution 22-23-126 for Budget Amendment 22-23-107.**

STATEMENT OF ISSUE

Attached is a five-year E911 grant award in the amount of $209,321.57 for Region 6 GIS Data Repository to assist Public Safety Answering Points (PSAPs) in upgrading to NG911 capabilities that requires the Chair's signature and the associated Resolution and Budget Amendment to set up the Grant Project.

RECOMMENDED ACTION

Move to accept E911 Region 6 GIS Repository Grant for signature, along with the Adoption of Resolution 22-23-126 for Budget Amendment 22-23-107.

FISCAL IMPACT

The fiscal impact is an increase to Fund 122 (E911 Operations) and the overall budget in the amount of $209,321.57.

Attachments: 22-23-107 Proj 22068 E911 - Region 6 GIS Repository.pdf
22-23-107R Proj 22068 E911 - Region 6 GIS Repository.pdf
22-23-107 Proj 22068_E911 Region 6 GIS Repository StateGrantAgreement.pdf

REVIEWED
O.M.B DEPARTMENT
June 13, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **6/5/2023** SUBMITTED BY: **Sheriff**

FUND(S): **122** FUND TITLE(S): **E911 Operations** COST CENTER(S) #: **3998**

PROJECT(S) #: **22068** PROJECT TITLE(S): **Region 6 GIS Data Repository** COST CENTER TITLE(S): **E911 Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	122		3342160Z	E911 Grant	22068	0.00	209,321.57		209,321.57
E	122	3998	53100Z	Project Professional Services	22068	0.00	209,321.57		209,321.57
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up and appropriate funding for a five-year award for regional projects to assist Public Safety Answering Points (PSAPs) in upgrading to NG911 capabilities, project #22068 Region 6 GIS Data Repository.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-107**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-126

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-107 TO THE E911 OPERATIONS 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 E911 Operations Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-107 is hereby approved and authorized to set up and appropriate funding for a five-year award for regional projects to assist Public Safety Answering Points (PSAPs) in upgrading to NG911 capabilities, project #22068 E911 Region 6 GIS Data Repository Grant in the amount of $209,321.57 for a fiscal increase in the amount of $209,321.57.

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 20th day of June, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Additional Terms and Conditions for State Grant
S23-23-05-03

This Grant Agreement is entered into by and between the Florida Department of Management Services (the "Department" or "DMS") and Highlands County ("Grantee"), collectively referred to as the "Parties." The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 3A, 911 Grant Programs (the "Application"), incorporated by reference in Rule 60FF1-5.003, Florida Administrative Code (F.A.C.), and the Grantee's award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee's award letter, and these Additional Terms and Conditions for State Grant, including its attachments and exhibits (collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. These Additional Term and Conditions for State Grant;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);

2.1.3. the Grantee's award letter; and

2.1.4. the Grantee's submitted Application.

2.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on May 25, 2023 and ends on May 25, 2028**.**

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

2.4.1. The Grantee shall comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at the Florida Department of Financial Services, Division of Accounting and Auditing, website.

2.5. This is a cost-reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

2.5.1. Any reduction of grant expenditures approved by the E911 Board does not require a grant amendment to this Agreement.

2.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.

2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

2.7. The Grantee shall submit the final request for reimbursement and supporting documentation for incurred obligations to the Department no later than 120 days after expiration or of this Agreement.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks for REGION 6 GIS REPOSITORY		
Performance Standard	Documentation	Financial Consequences
Complete all work related to their Region 6 GIS Repository Project as described in the grant application, and in accordance with the Grantee's contract with its chosen vendor.	1) The Grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED $209,321.57		

5. CONTACTS AND NOTICE

5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

5.1.2. Review all documentation for which the Grantee requests payment; and

5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Manager responsible for the administration of this Agreement is:
Leon Simmonds
Division of Telecommunications
4030 Esplanade Way
Tallahassee, FL 32399

5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

The Grantee's Grant Manager responsible for the administration of this Agreement is:
Shane Smith
Highlands County Dispatch Director
400 S Eucalyptus St.
Sebring, FL. 33870
ssmith@highlandssheriff.org

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

5.4. All notices from both Parties, other than the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance

with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.

7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See http://csrc.nist.gov.

7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any

contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may 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.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of the remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;

10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;

10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or

10.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

11.1. terminate this Agreement in accordance with Section 12, Termination, below;

11.2. withhold or suspend the payment of all or any part of a request for payment;

11.3. exercise any corrective or remedial actions, including but not limited to:

11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;

11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.

12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:

12.5.1. not incur new obligations for the terminated portion of the Agreement; and

12.5.2. cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractors and subcontractors.

13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable

to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

14. MANDATED CONDITIONS

14.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.
This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

14.2. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

15. MISCELLANEOUS

15.1. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

15.2. Payment and Invoicing

15.2.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

15.2.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.

15.2.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The

Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

15.4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or another agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

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

15.6. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

15.7. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15.8. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

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

Grantee

_____ Date: _____
Signature – Authorized County Official

_____ Title: _____
Printed Name

Grantor

_____
Department of Management Services/ Secretary Date: _____

_____
Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
Chapter 112, F.S. - Public Officers and Employees: General Provisions
Chapter 119, F.S. - Public Records
§ 215.34, F.S. - State funds; non-collectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
Chapter 443, F.S. - Reemployment Assistance
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
Rule Chapter 69I-5 - State Financial Assistance
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
Chapter 365, F.S. - Use of Telephones and Facsimile Machines
Florida Administrative Code
Rule Chapter 60FF-6 - State E911 Plan
Rule Chapter 60FF1-5 - E911 Board

Attachment 1

AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

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

AUDITS

Part I: Federally Funded

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

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department 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. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

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

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

Part II: State Funded

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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department 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, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

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

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

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

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

a. The Department at each of the following addresses:

Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper copies:
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399

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

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

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

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

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

Part V: Record Retention

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, F.S.:

1. **State Project**: E911 STATE GRANT PROGRAM

   State Awarding Agency: State of Florida, Department of Management Services

   Catalog of State Financial Assistance Title: Prepaid Wireless NG911 State Grant Program

   Catalog of State Financial Assistance Number: 72.003

   Amount: $209,321.57

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. S23-23-05-03 between the Grantee and the Department, entered in State Fiscal Year 2022-2023.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 20, 2023

PRESENTER: **Corey Amundsen, Emergency Manager**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-127 approving the Hazard Analysis Grant 2023-24 agreement with Florida Division of Emergency Management.**

STATEMENT OF ISSUE

The Hazard Analysis Grant is an annual grant Emergency Management receives to inspect facilities within the county that contain Extremely Hazardous Substances (EHS).

RECOMMENDED ACTION

Move to adopt Resolution 22-23-127 approving the Hazard Analysis Grant 2023-24 agreement with Florida Division of Emergency Management.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $2,242.58 to be used to offset personnel expenditures in cost center 3991 (Emergency Mgmt).

Attachments: Res. 22-23.-127.Emergency Management.T0299.SGS1.pdf

RESOLUTION NO. 22-23-127

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO STATE FUNDED GRANT AGREEMENT WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT RELATED TO AGREEMENT NO.: T0299; 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, Highlands County applied for a State Funded Grant Agreement, pursuant to Florida Division of Emergency Management Agreement No.: T0299, to perform Hazards Analyses (HA) of chemical facilities with Extremely Hazardous Substances (EHS), herein referred to as the "Project"; and

WHEREAS, Florida Division of Emergency Management has awarded a State Funded Grant to Highlands County in accordance with the Agreement identified by Agreement No.: T0299; and

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

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 Agreement and Authorization to Execute.** The Emergency Management Projects Grant Agreement No.: T0299, with the Florida Division of Emergency Management, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson, or Vice-Chairperson, is authorized to execute the same on behalf of the County.

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 Florida Division of Emergency Management Grant Agreement No.: T0299, 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 _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Florida Division of Emergency Management
Grant Agreement No.: T0299

Agreement Number: T0299

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Highlands County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the Terms and Conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the Agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the Agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the Terms and Conditions of the Agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's Terms and Conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Omar Al-Khazraji
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Work Phone: 850-320-2123
Email: Omar.Alkhazraji@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Name: Corey Amundsen

Title: Emergency Management Manager

Address: 6850 W. George Blvd

City, State, Zip: Sebring, FL 33875

Work Phone: 863-402-7670

Email: camundsen@highlandsfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the Terms and Conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2023 and shall end on June 30, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a Fixed-Fee Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement ("Budget"). The maximum payment amount for the entirety of this Agreement is **$**$ 2,242.58**.**

d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a Final Reconciliation Report. The Final Reconciliation Report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

(9) RECORDS

a. As a condition of receiving State financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida,

the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three (3) basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to the board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the State and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work, Attachment A, and all other applicable laws and regulations.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with a Close-Out Report in accordance with Attachment A. This Report shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work, in addition to any other information requested by the Division.

b. The Close-Out Report is due thirty (30) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever occurs first.

c. If all required deliverables, reports, and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

d. The Recipient shall provide additional program updates or information that may be required by the Division.

e. The Recipient shall provide additional reports and information identified in Attachment A.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the Close-Out Report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a State agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed

under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information.

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by Registered Mail™ or Certified Mail®, Return Receipt Requested, to the address in Paragraph (2) CONTACT herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the Notification of Termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient.

The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable State and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the Close-Out Report the subcontractor's progress and completion of its tasks and work performance under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All Attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the Attachments, the language of the Attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following Attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Justification of Advance Payment
Attachment E – Warranties and Representations
Attachment F – Certification Regarding Debarment
Attachment G – Financial Invoice Form
Attachment H – 302 Facility List
Attachment I – Close-Out Reporting Form
Attachment J – Hazards Analysis Guidance and Information
Attachment K – Hazard Analysis Site Visit (SV) Certification Form
Attachment L – Statement of Determination (SOD) Form
Attachment M – HA Deliverable Review and Comment Form

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a fixed-fee basis as needed.

b. Invoices shall be submitted in accordance with Attachment G and shall include the supporting documentation for the project or services. The Final Invoice shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of timely invoices per deliverable due date shall be submitted to the Division Grant Manager as referenced in Paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its Close-Out Report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable Statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or State agency, and which receives funds under this Agreement from the State government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal, State, or local department or agency.

ii. Have not, within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offenses enumerated in Paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment F) for each intended subcontractor that Recipient plans to fund under this Agreement. The Form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a)(1)(A)(iv) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 1324(a)(1)(A)(iv) of the INA. Such violation by the Recipient of the employment provisions contained in Section 1324(a)(1)(A)(iv) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of State financial assistance shall 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.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any State funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the State a security interest in the property at least to the amount of State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the Judicial Branch, or a State agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence Legislation or any other official action by the Florida Legislature or any State agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a State University under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Signature: _____

Name: _____

Title: _____

Date: _____

Include a copy of the Delegation of Authority for the Signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Signature: _____

Name and Title: Kevin Guthrie, as Director, or Ian Guidicelli as Authorized Designee

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title: **Emergency Management Projects**

Catalog of State Financial Assistance Number: **31.067**

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

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. CAMEO Data Manager Hazardous Analysis (HA) updates for critical planning data required under Emergency Planning and Community Right-to-Know Act (EPCRA)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances
4. E-Plan - Emergency Response Information System Tier II electronic Reporting online **https://tier2.erplan.net/onlinefiling/filingLogin.htm** NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A
Budget and Scope of Work

Budget

1. First Payment (40% of Contract Amount)	$ **$897.03**
2. Second Payment (40% of Contract Amount)	$ **$897.03**
3. Final Payment (20% of Contract Amount)	$ **$448.52**
TOTAL AMOUNT	$ **$ 2,242.58**

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right-to-Know Act (EPCRA). At the State level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of FDEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for State and Federal hazardous materials (HazMat) programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the State. Currently, SERC membership consists of Governor appointed individuals who represent the interests of State and local government, emergency services, industry. and the environment.

A portion of EPCRA is the requirement to perform Hazards Analyses (HA) of chemical facilities with Extremely Hazardous Substances (EHS). FDEM has provided the HA Grant Program to ensure this requirement is met by providing assistance to grant recipients. This requirement falls on the Local Emergency Planning Committees (LEPCs) which were created by EPCRA, however in addition to LEPCs, FDEM offers the grant to Florida Counties who wish to perform their own HAs due to Florida's Home Rule status.

The Grant Recipient will provide completed and approved HA data to local LEPCs and first-responders to enhance information flow and enhance the safety of responders to an emergency which includes a facility with EHS chemicals.

The Recipient shall conduct Hazards Analyses (HA) on-site visits for 50% of the facilities listed in Attachment H which have reported to the SERC the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, chapter 252, Part II.

Requirements

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County or Counties listed on Attachment H that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.

B. The completed Hazards Analysis (HA) shall comply with the guidance documents listed below, unless otherwise stated by the Division's HA Grant Manager. The primary guidance document is the Attachment J Hazards Analysis Guidance and Information. Other guidance documents are the HA How-To Guidance Document created by the SERC's HA Working Group, CAMEO Data Manager Help Files, and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances.

C. Consult the Tier II Report in E-Plan prior to any on-site visits. Compare the E-Plan Tier II Report with information in CAMEO Data Manger files. Discuss any discrepancies with Facility Representatives during the on-site visit.

D. Conduct an on-site visit at each Attachment H facility to ensure accuracy of the Hazards Analysis. Each applicable facility's Hazards Analysis (HA) information shall be entered using the new CAMEO Data Manager. CAMEO Data Manager software can be download from the U.S. Environmental Protection Agency's website at https://www.epa.gov/cameo/cameo-data-manager-software**.**

E. Deliverables – See Deliverables. All Deliverables shall be submitted through the Division's Salesforce portal.

F. Financial Activities – See Deliverables. All financial activity requests (invoices) shall be submitted through the Division's Salesforce portal.

Deliverables

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for successful completion of the deliverable task(s) required by this Agreement.

Deliverable	Requirement	Due Date	Price	Financial Consequences
1	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, Attachment G Financial Invoice Form, Attachment K Forms, and Attachment L Forms (*when applicable*) to Salesforce Deliverable object and submit for approval. • FDEM's Grant Manager can use Attachment M HA Deliverable Review and Comment Form to provide feedback if a deliverable needs correction	December 1, 2023	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
2	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, Attachment G Financial Invoice Form, Attachment K Forms, and Attachment L Forms (*when applicable*) to Salesforce Deliverable object and submit for approval. • FDEM's Grant Manager can use Attachment M HA Deliverable Review and Comment Form to provide feedback if a deliverable needs correction	April 1, 2024	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
3	• Provide completed Hazards Analysis (HA) (CAMEO Data Manager zip file) to the Local Emergency Planning Committee (LEPC) *(if applicable*) and provide FDEM with notification of transmittal. • Notify first responders and Attachment H facilities of the availability of HA information and provide the FDEM Grant Manager with the notification of transmittal. • Upload the final "*approved*" CAMEO Data Manager zip file into Salesforce. Use naming convention (County name, Final HA, Year).	June 1, 2024	20% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
	• Upload completed Attachment I Close-Out Report Form to Salesforce.	30 days following contract completion		

Deliverables shall be submitted to the Division's Salesforce platform on the Deliverable object. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion.

FDEMs Grant Manager can use Attachment M via the Salesforce Deliverables object to provide review and comments of the deliverable submission while deliverable is undergoing review.

Following review and approval of the deliverable by the Division's assigned Grant Manager, the Recipient shall submit an invoice request on the Division's Salesforce Platform on the Financial Activity object. In the Financial Activity, the Recipient shall attach their approved deliverable in the "Deliverable" field, and the completed Attachment G – Financial Invoice Form.

Note that to receive payment, all Financial Activities must be submitted and approved by the Division by the end of the first September following the end of the period of performance.

Instructions for utilizing Salesforce will be provided as a Salesforce External User Guide.

Financial Consequences

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and/or
- Payment will be reduced by $110.00 per facility with incorrect or incomplete CAMEO Data Manager files

Failure to submit deliverables by their due date shall result in the following penalty:

There will be a 30-day grace period to turn in deliverables after their due date. Following this 30-day grace period, the deliverable payment amounts due to the Recipient will be reduced by 25%. Subsequent 25% reductions will take effect thirty (30) days after the previous reduction.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task and/or complete a deliverable required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Attachment B

Program Statutes and Regulations

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA Title III).

2. Florida Emergency Planning and Community Right-to-Know Act, chapter 252, Part II, Florida Statutes.

Attachment C

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

If you are requesting an advance, indicate same by checking the box below.

☑ **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY (List Applicable Cost Category)	2021-2022 Anticipated Budget Category Expenditures for Advance Payment Request
TOTAL ANTICIPATED EXPENSES:	$0.00

BUDGET CATEGORY & COST JUSTIFICATION: **For each Budget Category and cost, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Agreement's Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (*as applicable*) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.**

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent

conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all work for which they are hired by the Recipient.

Attachment F

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

_____

By: _____ _____

Recipient's Signature ***Recipient's Printed Name***

_____ _____

Name and Title ***FDEM Agreement Number***

_____ _____

Street Address ***Project Number (if applicable)***

_____

City, State, Zip

_____

Date

Attachment G
Financial Invoice Form
2023-2024 Hazard Analysis Grant Agreement

Recipient:	Highlands County
Grant Agreement#:	T0299

Deliverable & Invoice Amounts

#	Minimum Performance Requirements	Budget amount per Deliverable		Amount requested by Sub-Recipient
1	No later than December 1, 2023, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	**$897.03**	
2	No later than April 1, 2024, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	**$897.03**	
3	No later than June 1, 2024, provide a complete correct copy of the ***"approved"*** CAMEO Data Manager file to the LEPC and FDEM with a copy of the transmittal letter.	**20% of HA Agreement Amount**	**$448.52**	
			Total Requested:	**$0.00**

I certify to the best of my knowledge and belief the billed costs are in accordance with the Terms and Conditions of the Hazards Analysis Agreement.

_____
Printed Name and Title

_____ _____
Recipient Signature ***Date***

Attachment H

SECTION 302 HA FACILITY LIST

This is your Counties' entire Section 302 Extremely Hazardous Substances (EHSs) List obtained from E-Plan. Select 50% of the highest risk facilities to inspect this grant year. If you become aware or know of a chemical facility near a school, large residential apartment complex, or other high-risk areas, put that facility on your list to inspect. Try to select facilities that pose a greater risk based upon the chemicals present, the chemicals' amounts, previous releases, etc.

This year's Section 302 EHS HA data was extracted from E-Plan in April 2023. If you know of facilities that you believe still have chemicals on-site from recent site visits or from other historical data you have on file that should be reporting, but are not on this list:

- Contact the facility directly and ask them to report if possible.
- Contact FDEM staff listed below so that the facility can be added to the Division's Potential Non-Filer List.
- Wendy.Reynolds@em.myflorida.com
- Robert.Dietrich@em.myflorida.com

- **Remember: Complete only 50% of your entire Section 302 EHS List this grant year.**
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 1***
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO THE FACILITIES ATTACHMENT LIST SENT VIA EMAIL WHICH SERVES AS THE BASIS FOR THIS ATTACHMENT.

Attachment I

Close-Out Report Form

2023-2024 Hazard Analysis Grant Agreement

This form should be completed and submitted to the Division no later than sixty (60) days after termination date of the Agreement.

SUB-RECIPIENT: Highlands County

Grant Agreement #: T0299

For Each Deliverable, Enter the Award Amount from Attachment A - Budget and Scope of Work.

Cost Category	*HA Agreement Deliverable Amounts*	*Date or Quarter Completed*	*Total Amount Paid Per Deliverable*
Deliverable 1	**$897.03**		
Deliverable 2	**$897.03**		
Deliverable 3	**$448.52**		
		Total Paid for Completed Deliverables:	**$ 0.00**

HA Agreement Amount:	**$ 2,242.58**
Amount Previously Paid:	**$ 0.00**
Unused Balance:	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the Terms and Conditions of the State-Funded Hazards Analysis Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise as proscribed by law.

Recipient Printed Name & Title

Recipient Signature *Date Signed*

FDEM Grant Manager Signature *Date Signed*

Attachment J
2023-2024 Hazard Analysis Checklist
(All HA's must include the following items at minimum.)

Facility Field Information	
☐	Facility Name {per current facility list }
☐	Department field is where the SERC number goes. {**Do not add the SERC acronym just the number**}
☐	Enter the current Tier II report year
☐	Facility Physical Address
☐	Latitude and Longitude in Decimal Degrees {ex. 30.197, -84.3621}
☐	Facility Phone Number
☐	Facility Emergency Coordinator Name, Title, and 24-hour Emergency Phone Number
☐	Transportation Route(s) {From County Line to the Facility}
☐	Evacuation Route(s) to exit the Vulnerable Zone
☐	Historical Accident Record {If none, please note}
☐	**Facility Maximum Occupancy {a minimum of one is required for unmanned facilities}**
☐	Facility Page (**ID and Regs**) (Mark correct 112(r) and Section 302 check boxes, max occupancy, facility manned or unmanned)
Hazard Identification (Chemical in Inventory Field Section) (for each Extremely Hazardous Substance on site)	
☐	**Update Chemical in Inventory section for each Extremely Hazardous Substance Present over the TPQ**
☐	**Enter** Chemical Abstract Service (CAS) **Number and Proper Chemical Name**
☐	Type/Design, Pressure, and Temperature of Container(s) cylinder, battery, ambient etc. **(Chemical in Inventory Location field)**
☐	Physical State in Storage {ex. mixture, pure, liquid, gas} **(Chemical in Inventory Physical State and Quantity field)**
☐	Enter max daily, average daily amount in **lbs. (Chemical in Inventory Physical State and Quantity field)**
☐	Enter storage location amounts and locations. Max daily chemical amount should equal the sum of all storage locations. Enter amount in Largest Container or Interconnected Containers {this is the amount to be used in the scenario release}
☐	Nature of the Hazard - Physical and Health check boxes {ex. acute, chronic, fire, pressure, etc.} (**Chemical in Inventory field)**
Vulnerability Analysis (Scenario Fields accessible from each individual EHS Chemical)	
☐	Enter maximum amount in largest container or interconnected containers in the Amount Released field **(Scenario)** (This amount must be the same as the Chemical in Inventory field **Maximum amount in largest container amount**)
☐	Enter the concentration percentage in the Concentration field **(Scenario Description field)**
☐	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) **(Scenario Description field)**
☐	Determine the natural Physical State of each chemical (If you don't know it's often specified in Cameo Chemicals add on module) and enter it into the Scenario Physical description field.)
☐	Weather Information - Use the weather default settings or enter average wind speed (do not enter a value in the Wind from field) Urban or Forest is recommended in the Ground Roughness field. **(Scenario Description field.)**
☐	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring {based upon release history etc.} **(Scenario Description field)**
☐	Extent of Vulnerable Zone {CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used} **(Scenario Description field)**
☐	Enter estimate of Total Exposed Population **(Notes area in Scenario)**
☐	Enter Critical Facilities {name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities} **(Notes area in Scenario)**
On-Site Visits, Statements of Determination, and Site Plans (For each Facility within Agreement Period of Performance.)	
☐	Site Visit Certification Form **(Upload to attachment section on main Facility Field.)**(file name must contain at minimum the SERC number, SV and date.
☐	Statement of Determination (SOD) if applicable (Upload to Attachment Section on main Facility Field) {file name must contain at minimum SERC number and proper acronym SOD and date.
☐	Site Plan (SP) **(Upload to Attachment Section on on main Facility Field.)** {file name must contain at minimum the SERC acronym SP – if SERC number and date. (additional info encouraged but not required.}
☐	Sufficient Detail to Identify: North Arrow
☐	Location of Major Buildings
☐	Name and Location of Extremely Hazardous Substance(s) (if Extremely Hazardous Substances are co-located, noting EHS is acceptable)
☐	Name and Location of Street(s)) (list the street the facility is on and at a minimum one cross street)
☐	Identify Pertinent Access and Egress Points and other features pertinent to Emergency Response

Attachment K

Hazards Analysis Site Visit (SV) Certification Form
2023-2024 Hazards Analysis Grant

FACILITY NAME

STREET ADDRESS, CITY & ZIP CODE

COUNTY

SERC ID #

NAME OF FACILITY REPRESENTATIVE

FACILITY REPRESENTATIVE SIGNATURE

DATE SIGNED

SITE VISIT PERFORMED BY

SITE VISIT DATE

SIGNATURE

The Individuals signing above certify that a Hazards Analysis Site Visit was conducted on the date listed above.

NOTES

☐ Check if facility representative was informed about using E-Plan for EPCRA Tier II on-line filing. (https://erplan.net/eplan/login.htm)

Attachment L
Statement of Determination
(Check Only One)

☐ **Exempt from Reporting for Filing Year** _____
(*Due to Chemicals Being Removed or Under Threshold for the Filing Year)*

☐ **Deregistration**
(Facility Decommissioned)

SITE INSPECTION DATE:

FACILITY NAME:					
PHYSICAL ADDRESS, CITY & ZIP:					
LEPC:		**COUNTY:**		**SERC #**	

SECTIONS 302-303	☐ Extremely Hazardous Substance(s) EHSs ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**
	☐ EHSs ***WERE*** present on-site during the during the current filing year but ***ALL WERE REMOVED AS OF THIS DATE:***	
	☐ ***NO*** EHSs ***WERE*** present on-site during the current filing year. ***ALL EHSs WERE REMOVED AS OF THIS DATE:***	
SECTIONS 311 - 312	☐ Extremely Hazardous Substance(s) EHSs ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**
	☐ EHSs ***WERE*** present on-site during the during the current filing year but ***ALL WERE REMOVED AS OF THIS DATE:***	
	☐ ***NO*** EHSs ***WERE*** present on-site during the current filing year. ***ALL EHSs WERE REMOVED AS OF THIS DATE:***	
SECTION 313	☐ Not within covered NAICS Codes.	
	☐ Within covered NAICS Codes, but less than ten (10) employees.	
	☐ Within covered NAICS Codes, but ***NO*** Section 313 chemicals ***WERE*** present on-site during the current filing year. ***ALL SECTION 313 CHEMICALS WERE REMOVED AS OF THIS DATE:***	**DATE**
	☐ Within covered NAICS Codes, and Section 13 chemicals ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**

OTHER	**CLOSED FACILITY** ☐ YES ☐ NO	**CHEMICALS REMOVED** ☐ YES ☐ NO	**CHEMICALS BELOW ESTABLISHED TPQs** ☐ YES ☐ NO	**FACILITY CLOSED/CHEMICALS REMOVED BY DATE:**
	NEW FACILITY ☐ YES ☐ NO	**DATE EHS(s) WERE ON-SITE:**		
		DATE EHS(s) EXCEEDED THE ESTABLISHED TPQ:		

Further Explanation if Necessary:

Certification: (*Read and Sign After Completing All Applicable Sections)*

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this page, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

_____
Printed Name of Owner/Operator OR Owner/Operator's Authorized Representative

_____ _____
Signature ***Date Signed***

By signing this Form, I certify to the best of my knowledge and belief that the information reported is in accordance with the Terms and Conditions of the Hazards Analysis Agreement.

_____ _____
Signature of LEPC Coordinator/County Official or Authorized Representative ***Date Signed***

Attachment M HA Deliverable Review and Comment Form
23-24 HA Grant Agreement

LEPC/COUNTY NAME: Highlands County	**GRANT #** **T0299**	**DATE**
CONTACT'S NAME:	**PHONE #**	**Approved:**
FDEM GRANT MANAGER: Omar Al-Khazraji	**PHONE #** 850-320-2123	**Rejected:**

DELIVERABLE 1

#	SERC #	NAME OF FACILITY	*SV DATE	SOD DATE	LEPC/COUNTY COMMENTS	FDEM REVIEW & COMMENTS	APPROVED
1							☐
2							☐
3							☐
4							☐
5							☐
6							☐
7							☐
8							☐
9							☐

**Site Visit (SV)*

Attachment M HA Deliverable Review and Comment Form
23-24 HA Grant Agreement

#	SERC #	NAME OF FACILITY	*SV DATE	SOD DATE	LEPC/COUNTY COMMENTS	FDEM REVIEW & COMMENTS	APPROVED
10							☐
11							☐
12							☐
13							☐
14							☐
15							☐
16							☐
17							☐
18							☐
19							☐
20							☐
21							☐

** Site Visit (SV)*

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval to expend funds from the Special Law Enforcement Trust Fund as well as approval of Budget Amendment 22-23-108.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office would like to utilize $21,830.68 from the Special Law Enforcement Trust Fund (State Forfeiture Account) for residential flyer mailouts in regards to the new Constitutional Carry law going into effect July 1st.

RECOMMENDED ACTION

Move to approve the expenditure of funds from the Special Law Enforcement Trust Fund as well as approval of Budget Amendment 22-23-108.

FISCAL IMPACT

This expenditure will be funded through the Special Law Enforcement Trust Fund which has adequate funds budgeted in cost center 3107 (Confiscated Property – State); therefore, no fiscal impact to any government agency.

Attachments: 22-23-108 Sheriff Constitutional Carry Mail-out.pdf
Sheriff - Fund_170_RqstExpFunds_Residential Flyers Re Constitutional Carry.pdf
Sheriff - Fund 170 Residential Flyer Quote.pdf

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **6/13/2023** SUBMITTED BY: **Sheriff**

FUND(S): **170** FUND TITLE(S): **Special Law Enforcement** COST CENTER(S) #: **3170**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Confiscated Prop - State**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**170**	**3107**	**55200**	**Operating Supplies**		**36,137.06**		**21,830.68**	**14,306.38**
E	**170**	**3107**	**53400**	**Contractual Services**		**0.00**	**21,830.68**		**21,830.68**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To reappropriate funds for the expense request to the Board for the purchase and transmittal of Residential Flyers in reference to the Constitutional Carry Law that goes into effect July 1, 2023.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-108**

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 Sheriff's Office

Sheriff Paul Blackman

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

Dually Accredited

To: Highlands County Board of County Commissioners

I. Highlands County Sheriff's Office request to expend funds:

On behalf of the Highlands County Sheriff's Office, I, Sheriff Paul Blackman, request to expend funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)__X__ State Forfeiture Monies under cost Center 3107 Amount requested up to: **$**_____21,830.68_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3016 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies or both.

_____
Paul Blackman, in his official capacity as Sheriff for Highlands County, Florida

II. Other Agency or Organization requesting funds:

Name: _____
Address: _____
City:_____State:_____Zip Code:_____
Contact Person:_____
Telephone:_____Fax:_____

On behalf of the Agency or Organization, I request to receive funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)_____State Forfeiture Monies under Cost Center 3107 Amount requested up to: $_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3106 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local law Enforcement Agencies or both. Furthermore, I understand if such requested monies are received, I shall provide an accounting for such moneys within 30 days to:

Highlands County Sheriff's Office
Attention: Budget Manager
400 S. Eucalyptus Street
Sebring, Florida 33870

Signature:_____ _____
Agency or Organization Representative *Date*

For HCSO Use Only

Approved by:_____ _____
Sheriff or Designee *Date*

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Highlands County Sheriff's Office
400 South Eucalyptus Street
Sebring FL 33870-3720

INVOICE #: 23-0677
Date: 6/15/2023
Your PO#: Scott Dressell
Tax ID#: 85-8012621947C
ID#: 3827245

Attn:

Quantity	Description	Amount
59,930	Postage/Bulk Mail Processing - Permitless Carry / Myth vs Facts	12260.68

Please include Invoice #23-0677 on your check.

Tax 0%	0.00
Freight	
Sub Total	**12260.68**
Paid Amount	
Deposit	
BALANCE DUE	**$12,260.68**

Ck#: _____ Date Paid: _____

Terms: Due Upon Receipt. Please pay by this invoice. No statement will be sent.

1.5% FINANCE CHARGE PER MONTH ON BALANCES OVER 30 DAYS PAST DUE (MINIMUM CHARGE $3.00)

In the event of default and/or failure to pay, the buyer promises to pay all cost or expenses incurred in the collection of the account including reasonable attorney fees and any additional cost incurred for collection.

Received By: _____

Thank You

We Appreciate Your Business!

☐ Customer Copy ☐ File Copy

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Phone 863.385.8383
Fax 863.385.5191
www.creativeprinting.net

Highlands County Sheriff's Office
400 South Eucalyptus Street
Sebring FL 33870-3720

INVOICE #: 23-0665
Date: 6/15/2023
Your PO#: Scott Dressell
Tax ID#: 85-8012621947C
ID#: 3827245

Attn:

Quantity	Description	Amount
60,000	Postcards - Permitless Carry / Myth vs Facts	9570.00

Please include Invoice #23-0665 on your check.

Tax 0%	0.00
Freight	
Sub Total	**9570.00**
Paid Amount	
Deposit	
BALANCE DUE	**$9,570.00**

Ck#: _____ Date Paid: _____

Terms: Due Upon Receipt. Please pay by this invoice. No statement will be sent.

1.5% FINANCE CHARGE PER MONTH ON BALANCES OVER 30 DAYS PAST DUE (MINIMUM CHARGE $3.00)

In the event of default and/or failure to pay, the buyer promises to pay all cost or expenses incurred in the collection of the account including reasonable attorney fees and any additional cost incurred for collection.

Received By: _____

Thank You

We Appreciate Your Business!

☒ Customer Copy ☐ File Copy

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:

SUBJECT/TITLE: **Request approval to separate the Public Information Officer / Records Manager Job description into two separate job descriptions, one for Public Information Officer and one for Records Manager.**

STATEMENT OF ISSUE

Due to the increase in the demand for access to information it is the recommendation from Administration to separate the functions of the Public Information Officer and the Records Manager. It is also recommended that since the function of the Records Manager fall under the Legal Department's purview to assign direct report of the Records Manager to the County Attorney's Office. The Public Information Officer position will continue to report to County Administration. These changes will streamline the production of public records and allow for the Public Information Office to expand in the areas that are more needed by citizens as the County continues to grow.
In order to minimize the financial impact of this change, the pay grade for the Public Information Officer, as well as the pay grade for the Public Information Assistant. will be reduced and there will be other reductions identified in the Legal Department.

RECOMMENDED ACTION

Move to approve the creation of a job description for the Records Manager and one for the Public Information Officer.

FISCAL IMPACT

An estimated cost of $111,000 to be transferred to the Legal Department cost center.

Attachments: Records Manager job description lahss.pdf
Public Information Officer 6132023.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☒ **Supervisor** ☐ **Non-Supervisor** ☐

Job Title: Records Manager	**Division**: Legal	**Department:** Public Records	**Cost Center:**
Job Code: 0169	**Pay Grade**: 115	**Pay Band:** $56,432.16 - $84,648.24	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title County Attorney Job Code 1022 Pay Grade 123

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Records Clerk / 115/102		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly responsible, professional position charge with compliance with Public Records laws. Responsible for the development, implementation and compliance of policies and procedures for records and information management. The position is also responsible for coordination of records request, per Chapter 119, Florida Statutes. This position will also coordinates updates to County policies and procedures. This position works in coordination with the Public Information Officer during times of major or declared emergency events.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Exercises independent judgment within policy guidelines, evaluates and analyzes issues, and recommends and implements solutions.
- Conducts and coordinates assigned projects, and research studies.
- Organizes and fulfills public records and litigation discovery requests (where the County is not a party).

Assists citizens with requests for access to public information, responding to both verbal and written requests. Determines which staff individual or group is appropriate to respond and assists in coordinating staff response.

- Composes communications, educational materials, and brochures on public records and records retention.
- Utilizes knowledge of State of Florida law and administrative rules for records management including retention schedules and disposition, in compliance with legal requirements. Stays abreast of latest developments related to Florida's Sunshine laws Chapters 286.011 and 119, F.S.

Assigned as records management liaison officer (RMLO) in accordance with FS 257(5)(a).

- Trains officials and employees on procedures regarding creating, maintaining, and legal disposition of public records.
- Performs complex clerical work including administrative operations in support of Legal Department.
- Prepares and delivers oral, written, and visual presentations to advisory councils, citizen groups, and government officials related to public records and records retention.
- Works as back up to the Public Information Officer in times of major or declared emergency events.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

? Knowledge of County's policies and procedures.
? Ability to communicate effectively, both orally and in writing.
? Ability to organize, prioritize, and manage complex workloads.
? Ability to analyze information quickly, use independent judgment, and make effective decisions.
? Ability to handle multiple assignments and meet internal and/or statutorily imposed deadlines.
? Ability to exercise initiative.
? Ability to perform creative writing tasks.
? Strong organizational skills.
? Strong working knowledge of Chapter 286 and 119, Florida Statutes.
? Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, businesses, vendors, employees, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Bachelors degree from an accredited college or university in Journalism, Communication, Public Relations, or Advertising preferred. Or a minimum of two (2) years of experience in public relations and records management; or an Associates degree and (4) years of experience in public relations and records management.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.
A Public Information Officer and NIMS Certification required

Other job related requirements:

Disaster Essential.

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

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

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title: County Administrator	Date:

Internal Use Only:

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

Approval of Human Resources:	Title: Human Resources Manager	Date:

Revised:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☒ **Supervisor** ☐ **Non-Supervisor** ☐

Job Title: Public Information Officer	**Division**: Administration	**Department:** Public Information Office / **Cost Center:** 2109
Job Code: 0169	**Pay Grade**: 112	**Pay Band:** $47,381.53-71,072.30 / **FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:	
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒

1. This position reports directly to: Job Title County Administrator Job Code 1022 Pay Grade 123

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Public Information Asst /0167/108		

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly responsible, professional position charged with the planning, development, and delivery of a comprehensive public information program.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Plans and manages the Public Information Office (PIO) activities for the County, including community relations, and media relations.
- Provides leadership, direction, and guidance in PIO strategies, policy development, and priorities.
- Exercises independent judgment within policy guidelines, evaluates and analyzes issues, and recommends and implements solutions.
- Creates and implements comprehensive programs for dissemination of information to assure that the County's key messages reach the public, monitors regional media sources, assesses value and impact of information, and develops strategies and action plans.
- Serves as County spokesperson to provide public information and promote public awareness of County programs and events.
- Meets regularly with members of the press to establish and maintain clear and effective lines of communication with the media. Prepares various types of information on current and anticipated issues for publication and provides specific information requested by the media.
- Conducts and coordinates assigned projects, research studies, and special events such as groundbreaking and ribbon-cutting ceremonies, and special receptions.
- Composes communications, educational materials, and brochures on a wide variety of subjects.
- Responsible for the management of all social media accounts and County website.
- Responsible for the operation, maintenance, and support of the Commissioner's Chamber sound room.
- Responsible for assisting Administration with many administrative duties and special assignments.
- Performs complex clerical work including administrative operations in support of County Administration.
- Prepares and delivers oral, written, and visual presentations to advisory councils, citizen groups, and government officials.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

- Knowledge of County's policies and procedures.
- Ability to communicate effectively, both orally and in writing.
- Ability to create and prepare for publication, information on a broad range of issues for a diverse audience using all media sources.
- Ability to organize, prioritize, and manage complex workloads.
- Ability to analyze information quickly, use independent judgment, and make effective decisions.
- Ability to handle multiple assignments and meet internal and/or statutorily imposed deadlines.
- Ability to exercise initiative.
- Ability to perform creative writing tasks.
- Strong organizational skills.
- Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, businesses, vendors, employees, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 25 lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Associates degree and (4) years of experience in public relations. Bachelors degree from an accredited college or university in Journalism, Communication, Public Relations, or Advertising preferred and a minimum of two (2) years of experience in public relations.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.
A Public Information Officer and Nims Certification required

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)
12 hour day and/or night shifts and 24 hour shifts are standard, however shifts may vary.

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

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title: County Administrator	Date:

Internal Use Only:

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

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request acceptance of the Residential Substance Abuse Treatment (RSAT) grant for FY 22-23 along with adoption of Resolution 22-23-128 for Budget Amendment 22-23-109.**

STATEMENT OF ISSUE

Attached is a grant in the amount of $99,984.00 with a match of $33,328.00 for the Residential Substance Abuse Treatment (RSAT) grant for FY22-23 for signature by the Chair. The grant came in higher than anticipated which requires an additional amount for the match, thus the $5,828.00 match increase from Reserve for Contingency.

RECOMMENDED ACTION

Move to accept the Residential Substance Abuse Treatment (RSAT) grant for FY 22-23 along with adoption of Resolution 22-23-128 for Budget Amendment 22-23-109.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $17,484.00 for the additional grant funds. The Sheriff's RSAT budget for FY 22-23 included $82,500.00 in grant revenue and match funds of $27,500.00. The grant revenue is now $99,984.00 with a match of $33,328.00, the increase in match funds coming from Reserve for Contingency.

Attachments: 22-23-109 Project 22072 RSAT 22-23 (BA).pdf
22-23-109R Project 22072 RSAT 22-23 (Resolution).pdf
Sheriff RSAT - Federal Award - Agreement.pdf

REVIEWED
O.M.B DEPARTMENT
June 13, 2023
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/13/2023** SUBMITTED BY: **Sheriff**

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

PROJECT(S) #: **22072** PROJECT TITLE(S): **RSAT FY 22-23** COST CENTER TITLE(S): **Detention & Corrections Other / Budgetary Expenditure AC/005 / Detention & Correction**

*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)		158,063.00		82,500.00	75,563.00
R	005		3312130Z	US DOJ GRANT (FDLE)	22072	0.00	99,984.00		99,984.00
E	005	3326	54900Z	Proj Other Chgs & Obligations		110,000.00		110,000.00	0.00
E	005	9990	59900	Reserve for Contingency		338,201.27		5,828.00	332,373.27
E	005	3323	53001Z	Project Operating Expense-Elected	22072	0.00	133,312.00		133,312.00
									0.00
									0.00

REASON: **To set up and appropriate funding for project 22072 Residential Substance Abuse Treatment (RSAT) for FY 22-23. The grant came in higher than anticipated @ $133,312 vs $110,000, thus the $5,828.00 match increase from Reserve.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 22-23-109

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 22-23-128

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-109 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-109 is hereby approved and authorized to set up and appropriate funding for project #22072 Residential Substance Abuse Treatment (RSAT) for FY 22-23 in the amount of $99,984.00 for a fiscal impact of an increase in the amount of $17,484.00.

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 20th day of June, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: Highlands County Board of Commissioners

Recipient SAM UEI: DVGCMAE96DX5

Award Number: S6002

Award Period: 10/01/2022 – 09/30/2023

Award Title: S6002: HIGHLANDS COUNTY RSAT FY 22-23

Federal Funds: $99,984.00

Matching Funds: $33,328.00

CFDA: 16.593

Federal Award Number: 15PBJA-21-GG-00051-RSAT

Federal Program: Residential Substance Abuse Treatment Program (RSAT)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Highlands County Board of Commissioners (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: S6002
Award Title: S6002: HIGHLANDS COUNTY RSAT FY 22-23
Award Period: 10/01/2022 – 09/30/2023

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Highlands County Board of Commissioners

Signature: _____

Typed Name and Title: Chris Campbell, Chairperson, Board of County Administrators

Date: _____

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
Highlands County Board of Commissioners

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	S6002
Recipient:	Highlands County Board of Commissioners
Award Title:	S6002: HIGHLANDS COUNTY RSAT FY 22-23
Award Period:	10/01/2022 - 09/30/2023

Problem Identification

According to the Bureau of Justice Statistics Report Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007-2009, more than two thirds of jail inmates meet the criteria for drug dependence or abuse compared to only 5% of the general population. In Highlands County, Florida, a rural area in south central Florida, people with substance abuse problems tend to cycle in and out of the criminal justice system due to a repeated cycle of incarceration directly linked to their addictions. Repeated incarceration occurs when there is a lack of identification, assessment, and treatment placement options for the addicted. People with substance abuse issues frequently violate probation or community control and are returned to jail because they do not have the personal or external resources to manage their illness. As a result, they recycle through the system creating a revolving door of criminal and illegal activity. The jails, prisons, probation and community control departments are overwhelmed with and are not equipped to manage the numbers of people incarcerated and on corrections rolls due to offenses related to drug and alcohol abuse. Recidivism rates for people with substance abuse challenges are high because they do not receive adequate support to avoid relapse upon release. Many return to the environment in which they offended in the first place.

Our RSAT program FY 21-22 was funded by the USDOJ, through pass-through entity Florida Department of Law Enforcement, under award number 2020-J2-BX-0021. Our specific award number was 2022-RSAT-HIGH-1-6R-002 and was an award for $82,500 with a $27,500 cash match requirement. The Highlands County RSAT program was recognized in 2009 by the Florida Alcohol and Drug Abuse Association and the Department of Children and Families for Best Practices in treatment. The Program has been recognized as an exemplary program by CARF (Commission on Accreditation of Rehabilitation Facilities) in 2010, 2013, 2016, and 2019. In the recent exit discussion with the CARF reviewers, it was stated the Highlands County RSAT Program performs miracles in treatment strategies and outcomes. The program continues to maintain an exceptional success rate of 91% (graduates not returning to jail on a new charge within one year of completion).

Currently, the Highlands County BOCC budget does not allow for the payment of these services. Grant funding will provide the assistance necessary to ensure the continuation of this program.

Scope of Work

The RSAT program will be operated by Tri-County Human Services, Inc. (TCHS) under contract with the Highlands County Sheriff's Office (HCSO) at the Highlands County jail located at 338 Orange Street, Sebring, Florida 33870. Grant funds will be used to pay unit costs for psychosocial assessments, individual counseling, group therapy, alcohol drug education, drug testing, and case management services which will be accounted for through monthly invoicing. In addition, the RSAT program will provide participants with aftercare and transition services to provide for a continuum of care post-release and successful re-entry to the community.

HCSO will manage all financial aspects of the program. This will include, preparation of all program required documentation and/or reports, ensuring that TCHS meets all the required objectives, deliverables, and program requirements. The HCSO will audit all invoices and make certain that TCHS has earned all fees in accordance with the RSAT program and the underlying contractual agreement. The contractual agreement with Tri-County requires a detailed billing for each activity as follows:

- Screening: Contractor will provide pre-admission interviews, and discussions with collateral contacts to assist in the determination of inmates and their appropriateness for the program. Unit of Services: one client contact, usually around ¼ hour.
- Psychological Assessment: Contractor will provide face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health

histories to assist in the determination of the inmates' appropriateness for the program and to update treatment plans. Unit of Services: per client hour

- Individual Counseling: Contractor will provide face-to-face contact to review progress and work on treatment plan goals and objectives. Unit of Services: per client hour.
- Group Counseling: Contractor will provide group counseling to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self-help groups" and their attendance to establish an ongoing support network. Unit of Services: per client hour.
- Alcohol/Drug Education Programs: Contractor will provide to all program participants didactic instructional and group discussions on various topics including substance abuse and the effects of Bi-Polar and antisocial personality disorders. Unit of Services: per client hour.
- Case Management: Contractor will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, and linkage with other treatment resources to all program participants. Unit of Services: per client quarter hour.
- After-care Session: Contractor will provide group therapy for after-care counseling. This is a group session conducted weekly for follow-up treatment for graduates of the program transitioning into the community. Unit of Services: per client hour.
- Urinalysis/Oral Swab Drug Testing: Contractor will provide Urine/Oral swab screening to test for the presence of illicit substances. Unit of Services: per test.

TCHS will provide a detailed billing for each of these activities, listing the relevant details of each activity and Sheriff's Office personnel will audit the invoice for completion. The Sheriff's Office is intimately involved with the delivery of these services and will be knowledgeable if these services are not delivered in accordance with the billing.

The RSAT program utilizes the therapeutic community model which means participants in the program are separated from general population by residing in their own dorm. They receive group, individual, and case management services while in the program. This dorm is physical separated from other inmates in the jail. All persons entering the program have been drug tested prior to admission by the HCSO medical department. While in the program, staff randomly chooses program participants to participate in random drug testing. After-care program participants are tested once per week on a random basis. Should a participant test positive, they are removed from the program dorm for a period of 2 weeks; during that period of time they will be seen individually by counseling staff, discuss the issue and prepare a commitment to recovery in order to return to treatment. Participants graduating from the RSAT program that are released from jail are regularly contacted by telephone by treatment staff. Staff encourages attendance in the weekly aftercare/transition group meetings. Treatment staff explain and assist graduates with other services as well, including resources to help them find housing, employment and food. Appropriate referrals are made for services they may need such as medical care, vocational training. etc.

Inmates graduating from the program benefit as their lives are transformed. Their families and friends benefit because the graduate is able to contribute to these relationships. Finally, the community benefits due to decreased drug related crimes.

Appendix B - Deliverables

Award Number:	S6002
Recipient:	Highlands County Board of Commissioners
Award Title:	S6002: HIGHLANDS COUNTY RSAT FY 22-23
Award Period:	10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay for a third-party to provide case management, drug testing, assessment, screening, counseling, drug/alcohol education, and aftercare services for the drug treatment program.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $99,984.00

Appendix C - Approved Budget

Award Number:	S6002		
Recipient:	Highlands County Board of Commissioners		
Award Title:	S6002: HIGHLANDS COUNTY RSAT FY 22-23		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	$99,984.00	$33,328.00	$133,312.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

G. Third-Party Subawards (Contractual Services)

Item Name	Description	Grant Funded	Match	Total
Tri-County Human Services - After Care Sessions	After-care Session: Contractor will provide group therapy for after-care counseling. This is a group session conducted weekly for follow-up treatment for graduates of the program transitioning into the community. Unit of Services: per client hour Unit Rate: $28.95 Units Requested: 121 Total Cost: $3,502.95	$2,627.21	$875.74	$3,502.95
Tri-County Human Services - Alcohol/Drug Education Programs	Alcohol/Drug Education Programs: Contractor will provide to all program participants didactic instructional and group discussions on various topics including substance abuse and the effects of Bi-Polar and antisocial personality disorders. Unit of Services: per client hour Unit Rate: $28.95 Units Requested: 1,995.323 Total Cost: $57,764.60	$43,323.45	$14,441.15	$57,764.60
Tri-County Human Services - Case Management	Case Management: Contractor will provide the coordination of adjunctive services, discharge planning, communication with collateral contacts, and linkage with other treatment resources to all program participants. Unit of Services: per client quarter hour Unit Rate: $20.15 Units Requested: 121.00	$1,828.61	$609.54	$2,438.15

	Total Cost: $2,438.15			
Tri-County Human Services - Group Counseling	Group Counseling: Contractor will provide group counseling to all program participants weekly. Group counseling among program participants will be conducted to include the introduction of "Self-help groups" and their attendance to establish an ongoing support network. Unit of Services: per client hour Unit Rate: $28.95 Units Requested: 1,995.323 Total Costs: $57,764.60	$43,323.45	$14,441.15	$57,764.60
Tri-County Human Services - Individual Counseling	Individual Counseling: Contractor will provide face-to-face contact to review progress and work on treatment plan goals and objectives. Unit of Services: per client hour Unit Rate: $115.81 Units Requested: 60 Total Cost $6,948.60	$5,211.45	$1,737.15	$6,948.60
Tri-County Human Services - Psychological Assessment	Psychological Assessment: Contractor will provide face-to-face interviews for the purposes of data collection of educational, employment, criminal, medical, family, substance abuse and mental health histories to assist in the determination of the inmates' appropriateness for the program and to update treatment plans. Unit of Services: per client hour Unit Rate: $92.65 Units Requested: 25 Total Cost: $2,316.25	$1,737.19	$579.06	$2,316.25
Tri-County Human Services - Screening	Screening: Contractor will provide pre-admission interviews, and discussions with collateral contacts to assist in the determination of inmates and their appropriateness for the program.Unit of Services: one client contact, usually around ¼ hour. Unit Rate: $ 13.03 Units Requested: 120 Total Cost: $1,563.60	$1,172.70	$390.90	$1,563.60
Tri-County Human Services - Urinalysis/Oral Drug Testing	Urinalysis/Oral Swab Drug Testing: Contractor will provide Urine/Oral swab screening to test for the presence of illicit substances. Unit of Services: per test Unit Rate: $28.95 Units Requested: 35.00 Total Cost: $1,013.25	$759.94	$253.31	$1,013.25
	G. Third-Party Subawards (Contractual Services) Subtotal:			**$133,312.00**

Appendix D: Award Contacts

Award Number:	S6002
Recipient:	Highlands County Board of Commissioners
Award Title:	S6002: HIGHLANDS COUNTY RSAT FY 22-23
Award Period:	10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Angela Bollinger
Title: Budget Manager
Address: 400 S. Eucalyptus Street
Sebring, FL 33870
Phone: 863-402-7215
Email: abollinger@highlandssheriff.org

Recipient Chief Official (CO)

Name: Chris Campbell
Title: Chairperson, Board of County Administrators
Address: 600 S. Commerce Ave
Sebring, FL 33870
Phone: 863-402-6500
Email: ccampbell@highlandsfl.gov

Recipient Chief Financial Officer (CFO)

Name: Michael Halloran
Title: Business Administrator, HCSO
Address: 400 S. Eucalyptus Street
Sebring, FL
Phone: 863-402-7216
Email: mhalloran@highlandsheriff.org

Recipient Additional Point of Contact (POC)

Name: Angela Bollinger
Title: Budget Manager
Phone: 863-402-7215
Email: abollinger@highlandssheriff.org

Appendix E: Special Conditions

Award Number:	S6002
Recipient:	Highlands County Board of Commissioners
Award Title:	S6002: HIGHLANDS COUNTY RSAT FY 22-23
Award Period:	10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0001 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

S0002 At the time of application submission, the Recipient provided Civil Rights training certificates for an individual other than the individual designated as the "Recipient Grant Manager". In order to avoid potential findings of noncompliance with Standard Award Condition, Section II #14 at award monitoring, the Recipient should ensure the designated Recipient Grant Manager completes both modules of the Civil Rights training and maintains copies of the training certificates within their award files. The training can be accessed at http://www.fdle.state.fl.us/Grants/Resources/Training/Civil-Rights-Training.aspx.

S0003 At the time of application, the recipient had not submitted a current EEO Plan (Utilization Report) to the Office of Criminal Justice Grants. The recipient must provide an EEO Plan to the Office of Criminal Justice Grants at monitoring.

S0004 Pursuant to the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. 200.332, recipients who issue third-party subawards under a federal award must have written policies, procedures, and/or guidance designed to ensure that any subawards - (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR 200. Documentation under this subaward must comply with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

S0005 All subaward transactions must comply with the standards identified in the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 CFR 200.213, regarding the verification that third-party subrecipients are neither suspended nor debarred prior to issuing subawards. Documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

W0006 WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Third-Party Subawards, a properly executed Third-Party Subaward Compliance Checklist for Tri-County Human Services, Inc. must be submitted to the Office of Criminal Justice Grants.

S0007 At the time of application, the submitted Third-Party Subaward Compliance Checklist indicates the third-party agreement does not comply with all required provisions of 2 CFR 200.332(a)(1). It is recommended the recipient amend the third-party agreement to incorporate all compliance requirements in 2 CFR 200.332(a)(1). Documentation of compliance must be maintained and provided at monitoring.

W0008 WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Third-Party Subawards, a properly executed Third-Party Certificate of Subaward for Tri-County Human Services, Inc. must be

submitted to the Office of Criminal Justice Grants.

S0009 In accordance with 2 CFR 200.332 (Requirements for Pass-through Entities), the Recipient is required to complete a risk assessment and conduct monitoring of its third-party subaward. In order to ensure compliance with the federal parent award, the Recipient must complete the Third-Party Subaward Risk Assessment and Monitoring Questionnaire forms and provide documentation of completion to the Office of Criminal Justice Grants prior to closeout.

W0010 WITHHOLDING OF FUNDS: At the time of application, the SAM.gov registration for [Provider Name] was not provided. Subrecipients of federal grant funds, at any tier, must have an active SAM.gov registration to be eligible for reimbursement. Prior to the draw down of funds for Third-Party Subawards, verification of SAM registration for Tri-County Human Services, Inc. must be forwarded to the Office of Criminal Justice Grants.

W0011 WITHHOLDING OF FUNDS: Within sixty (60) days of award, the Recipient must submit a current EEO Certification for Tri-County Human Services, Inc. to the Office of Criminal Justice Grants.

S0012 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

W0013 WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2022. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
- Subpart A, Definitions
- Subparts B-D, Administrative Requirements
- Subpart E, Cost Principles
- Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
- 2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
- 28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
- 28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
- 28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
- 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

State of Florida Statutes
- Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
- Chapter 119, F.S., Public Records
- Section 215.34(2), F.S., State funds; non-collectible items; procedure
- Section 215.97, F.S. Florida Single Audit Act
- Section 215.971, F.S., Agreements funded with federal or state assistance
- Section 215.985, F.S., Transparency in government spending
- Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance
(https://www.bjs.gov/index.cfm?ty=tp&tid=47)
(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance
(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R.§ 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting -** The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 **State Restrictions on Lobbying -** In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 **Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 **"Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 **The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 **Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 **Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 **Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 **General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 **Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

3.0 **Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Partnerships with Faith-Based and other Neighborhood Organizations The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services**.**

7.0 Age Discrimination Act of 1975 - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 Retaliation - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 Pass-through Requirements - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

14.0 Civil Rights Training Requirements – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient’s evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records -** The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

4.0 **Award Closeout -** Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

5.0 **High Risk Recipients -** If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

7.0 **Retention of Records -** The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

8.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 **Single Annual Audit -** Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

6.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

7.0 **Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 **Contractual Services -** The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and

state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

9.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

11.0 **Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 **Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

15.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.dhs.gov/publication/funding-documents.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. *§* 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 **Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act -** The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

13.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

14.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).
Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 **Employment Eligibility Verification for Hiring Under This Award** – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 **Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

17.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 **Safe Policing and Law Enforcement** – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

19.0 **For RSAT: State Alcohol and Drug Abuse Agency -** The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 **For RSAT: Drug Testing -** The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

22.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

24.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Cynthia Acevedo, Assistant Director of Community Programs**
SUBJECT/TITLE:	**Request reappointment of Vicki Spires and Charles W. Taylor, Jr., as voting members, to a four-year term, to the Highlands County Health Facilities Authority.**

STATEMENT OF ISSUE

There are two member positions available for the Highlands County Health Facilites Authority. Applications have been received from the individuals currently holding these positions. The vacancies have been advertised as set forth in the Policy for Board Appointments with no additional applications received.

The Highlands County Health Facilities Authority was established on July 3, 1979 in accordance with Chapter 154.207 of the Florida Statutes. The Authority, as authorized by Chapter 154.201-154.241 of the Florida Statutes, was created for the purpose of financing and refinancing projects for the public purposes described in and in the manner provided by Ordinance No. 79-3 of Highlands County and by Chapter 154.201-154.241 of the Florida Statutes and for the purpose of financing health facilities. The Authority assists health facilities in the acquisition, construction, financing and refinancing of projects. Highlands County Health Facilities Authority consists of five voting members each serving four-year terms and who reside within the county.

RECOMMENDED ACTION

Motion to re-appointment Vicki Spires and Charles W. Taylor, Jr., as voting members, to a four-year term, to the Highlands County Health Facilities Authority.

FISCAL IMPACT

There is no fiscal impact.

Attachments: V. Spires resume.pdf
C. Taylor resume.pdf

APPLICATION FOR APPOINTMENT

Name = Vicki Spires
Address = 1058 Western Blvd
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 863-840-5040
Email = vspires@midflorida.com

Request = Health Facilities Authority
Membership Type = Regular Member

Current Employment Experience: = MIDFLORIDA Credit UnionSVP I, Regional Manager HeartlandI have been in banking for over 30 years. I have sat on several boards.
Previous Employment Experience: = Banking

High School = High School
College = College
Special Training: = Special Training
Activities & Interest: = Family time, camping, and sports
Current positions on boards, committees, elected offices, law enforcement positions: = Health Facility BoardAdvent Health Lake Placid Board member1st Vice President, Lake Placid ChamberLake Placid morning Rotary
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 53
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 24.73.119.98

APPLICATION FOR APPOINTMENT

Name = Charles W Taylor Jr.
Address = 1323 Edgewater Point Drive
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 863-443-1602
Email = charlie@tayloroilfl.com

Request = Health Facilities Authority
Membership Type = Regular Member

Current Employment Experience: = President of Taylor Oil Co., Inc. Employed since May 1982.
Previous Employment Experience: = N/A

High School = High School Sebring High School
College = College University of Florida BSBA
Special Training: = Special Training
Activities & Interest: = Travel, outdoors
Current positions on boards, committees, elected offices, law enforcement positions: = HCHFA
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 62
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 71.215.69.154

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **JD Langford, County Engineer** **Clinton Howerton, Critical Infrastructure Director**
SUBJECT/TITLE:	**Public hearing to consider adoption of Ordinance No. 22-23-27, extending the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.**

STATEMENT OF ISSUE

Per the direction, the Board of County Commissioners provided at the June 6, 2023, BOCC meeting, the attached Ordinance is to extend the moratorium on impact fees for up to one year. The Board can revisit, review or modify the moratorium at any time, but no later than June 2024.

RECOMMENDED ACTION

Move to adopt Ordinance No. 22-23-27, extending the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

The fiscal impact is not determinable at this time but is an estimated loss of $2.5 million per year (500 new homes x $5,000 per home impact fee assessment) that will not be collected for capital improvement items.

Attachments: Ordinance_Chapter_13_-_suspending_Impact_Fees.SGS.docx

ORDINANCE NO. 22-23-27

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 13, IMPACT FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO CHAPTER 13, IMPACT FEES, ARTICLE II, IMPOSITION OF IMPACT FEES, SECTION 13-29, SCHEDULE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, the Highlands County Code of Ordinances, Chapter 13, provides for the imposition of impact fees to accommodate the cost of future growth necessitated capital improvements to the County's infrastructure; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend its regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA.

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 13, IMPACT FEES, ARTICLE II, IMPOSITION OF IMPACT FEES, SECTION 13-29, SCHEDULE. Highlands County Code of Ordinances, Chapter 13, Impact Fees, Article II, Imposition of Impact Fees, Section 13-29, Schedule, is hereby amended as follows:

Note: Underlined words constitute additions to existing text and ~~strikethrough~~ words constitute deletions to existing text.

Sec. 13-29. – Schedule.

The impact fees imposed under this article shall become effective at the following times and in the following rates:

(1) For the education facilities impact fee imposed pursuant to section 13-27 herein:

a. The impact fee shall be imposed effective January 1, 2007, at a rate 50 percent of the rate adopted in this chapter, subject to any adjustments in the impact fee rates made as a result of a resolution changing the impact fee amounts set forth herein; and

b. The impact fee shall be imposed effective January 1, 2008, at a rate 50 percent of the rate adopted in this chapter, subject to any adjustments in the impact fee rates made as a result of a resolution changing the impact fee amounts set forth herein.

(2) For the impact fees imposed pursuant to sections 13-21 through 13-26 and 13-28 herein:

a. The impact fee shall be imposed effective January 1, 2007, at a rate 25 percent of the rate adopted in this chapter, subject to any adjustments in the impact fee rates made as a result of a resolution changing the impact fee amounts set forth herein; and

b. The impact fee shall be imposed effective January 1, 2008, at a rate 30 percent of the rate adopted in this chapter, subject to any adjustments in the impact fee rates made as a result of a resolution changing the impact fee amounts set forth herein.

(3) Notwithstanding the provisions of subsections (1) and (2) of this section all impact fees imposed pursuant to sections 13-21 through 13-28 herein are suspended and shall not be imposed <u>through and including June 30, 2024, and the Board is not required to adopt an annual impact fee index resolution during calendar year 2023 for an impact fee to be imposed pursuant to sections 13-21 through 13-28 herein.</u> ~~for the period beginning July 1, 2009, and ending June 30, 2023. In addition, notwithstanding any provision in sections 13-21 through 13-28 herein to the contrary, the board is not required to adopt an annual impact fee index resolution during the calendar years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 for any impact fee imposed pursuant to sections 13-21 through 13-28 herein.~~

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 13, Impact Fees, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

Signatures on Following Page

DONE AND ADOPTED this _____ day of June 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

(SEAL)

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2125, changing the Official Zoning Atlas for an approximate 64.48-acre parcel, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 64.48-acre parcel, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD). The property was rezoned to M-2 on May 19, 2020, for a proposed mobile home park. The Applicant intends to utilize some of the sites for recreational vehicles, including park models.

The minimum lot size required by the Highlands County Land Development Regulations in the M-2 District is 4,000 square feet. The Applicant is requesting to further rezone this property to M-2 FUD to allow for smaller lot sizes, 2,400 square feet as permitted in the RV Park (FUD) District, for the RV sites.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2125 as presented.

RECOMMENDED ACTION

Move to adopt by Resolution 22-23-121, P&Z 2125, changing the Official Zoning Atlas for approximately 64.48 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2125 for BCC CRF-Sebring RV.pdf
Application P&Z 2125 CRF-Sebring RV.pdf
Resolution P&Z 2125 CRF-Sebring RV.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 6/20/2023
Case Number: P&Z 2125	**Case Name:** CRF – Sebring MHP Phase III (Little Redwater II)
Agent: Alyssa Flandermeyer & Philip DiMaria – Kimley-Horn	**Property Owners:** Gapway Groves, Inc.
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone an approximate 64.48-acre parcel, from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD)

General Location: An approximate 64.48-acre parcel, located south of Lake Little Redwater and west of State Road 17, on the east side of Panther Parkway, approximately 2.27 miles east of US 27, and predominately on the north side of Beacon Avenue; the address being 2534 Beacon Avenue, Sebring

PARCEL ID: C-12-34-28-A00-0050-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z) recommendation:** Move to approve and adopt by Resolution 22-23-121, P&Z 2125, changing the Official Zoning Atlas for approximately 64.48 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2125, changing the Official Zoning Atlas for approximately 64.48 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 9, 2023 DRAFT P&Z Minutes, and Recommendation to the BCC: "A. HEARING NUMBER P&Z 2125 – GAPWAY GROVES, INC. C/O KIMLEY HORN** An approximate 64.48-acre parcel located south of Lake Little Redwater and west of State Road 17, on the east side of Panther Parkway, approximately 2.27 miles east of US 27, and predominately on the north side of

Beacon Avenue; the address being 2534 Beacon Avenue, Sebring, and identified by Parcel ID C-12-34-28-A00-0050-0000; and abbreviated legal as follows: An approximate 64.48-acre parcel located in Sections 7, 12 and 13, Township 34 South, Ranges 28 and 29 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Mobile Home Parks District (M-2) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD). Mrs. Hunnicutt read the request and Mrs. Culpepper, Ms. Flandermeyer and Mr. DiMaria of Kimley-Horn, and Mr. Drost presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Roberts and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2125, changing the Official Zoning Atlas for approximately 64.48 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the Staff Report.

Upon roll call, all members voted yes. Motion carried 7-0."

4. Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code.
2. There shall be a maximum of 350 units.
3. Lot size shall be a minimum of 2,400 square feet.
4. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.
5. The Conceptual Site Development plan for this M-2 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 64.48-acre parcel, from M-2 to M-2 FUD.

The property was rezoned to M-2 on May 19, 2020, for a proposed mobile home park. The Applicant intends to utilize some of the sites for recreational vehicles, including park models. The minimum lot size required by the Highlands County Land Development Regulations in the M-2 District is 4,000 square feet. The Applicant is requesting to further rezone this property to M-2 FUD to allow for

smaller lot sizes, 2,400 square feet as permitted in the RV Park (FUD) District, for the RV sites.

2. Notices to Surrounding Property Owners.

On April 18, 2023, notices were mailed to 24 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Citrus Grove	Medium Density Residential (RM)	M-2
Adjacent Property to the North	Lake Little Redwater/ Groves	Agriculture (AG)	Agricultural District (AU)
Adjacent Property to the South	Groves	RM	Residential District (R-1A)
Adjacent Property to the East	Groves	AG/RM	AU/R-1A
Adjacent Property to the West	Lake Sebring/ Timberland/ Single-Family Dwelling	AG	AU/R-1A

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.3, Medium Density Residential (RM).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.222: Mobile Home Parks District (M-2) and Section 12.05.291: Flexible Unit Development District (FUD).

Department Comments and Analysis of Petitioner's Proposal:

1. **The Departments, Divisions, and Agencies listed below provided comments as follows:**

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the applicant shall undergo the commercial development review process and additional requirements may be identified at that time.

Emergency Medical Services/Fire Rescue: Must comply with NFPA and the Florida Fire Prevention Code 7th edition, paying special attention to the requirement for onsite water supply sufficient to supply fire hydrants and that proper access is provided for fire apparatus.

Emergency Management: The county has an ordinance for these parks to provide a shelter building for all their residents when there is an activation of the EOC.

Florida Department of Health (FDOH): No objection. Mobile Home and RV parks must be permitted annually by the FDOH-Highlands Co.

2. **The following Departments, Divisions, and Agencies offered no comment:** Sebring Airport Authority.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, and the School Board of Highlands County.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the property has an elevation between 105 feet to 150 feet, sloping to the west toward Little Redwater Lake.
2. **Soils:** The soils of the site are *Astatula Sand 0 to 8% Slopes, Basinger Fine Sand, and Satellite Sand.*
   Astatula Sand 0 to 8% Slopes – this soil is nearly level to moderately sloping, and excessively drained.
   Basinger Fine Sand – this soil is nearly level and poorly drained.
   Satellite Sand – this soil is nearly level and somewhat poorly drained.
   Astatula Sand is suitable for urban uses. The *Basinger Fine Sa*nd and *Satellite Sand* are more suited for citrus crops; however, they are only located on a portion of the property.
3. **Surface Waters:** The subject parcel is located on Little Redwater.
4. **Vegetative Cover:** The site has been cleared of native vegetation and currently contains a citrus grove.

B. Zoning Analysis:

1. **Current Use of Land:** The parcel is currently a citrus grove.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The current zoning designation of M-2.
4. **Proposed Zoning Designation:** The proposed zoning designation is M-2 FUD.
5. **Current Population Yield:** The current zoning allows a maximum of 1,158 persons; 64.48 acres x 8 dwelling units per acre = 515.84 dwelling units; 515 dwelling units x 2.25 persons = 1,158 persons.
6. **Proposed Population Yield:** The proposed zoning will result in a population yield of 787 persons; 350 proposed units x 2.25 persons = 787 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a 344-unit mobile home and RV park, with a maximum of 350 units.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Wetlands habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of AE, for areas located within a Special Flood Hazard Area, and a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Numbers **12055C0137C, 12055C0138C, and 12055C0139C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.

3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has access from Beacon Avenue.
5. **Railroad Access:** The site is located within a quarter mile of the CSX Transportation railroad tracks.
6. **Recreation:** Pursuant to Section 12.05.222.P.10 of the Highlands County LDRs, a recreation area shall be provided equivalent to 100 square feet of area for each mobile home or RV site.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. **Schools:** Pursuant to Section 12.13.151.A. of the Highlands County LDRs, public school concurrency **is** required at the time of development.

G. **Airports:** The subject property is located approximately 5.15 miles southeast of the Avon Park Executive Airport and 8.50 miles northwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change. However, Environmental Clearance will be required at time of development.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2125, changing the Official Zoning Atlas for approximately 64.48 acres from Mobile Home Parks District (M-2) to Mobile Home Parks with a Flexible Unit Development District (M-2 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

Conditions of approval are included in the adopting resolution and are as follows:

1. **The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code.**
2. **There shall be a maximum of 350 units.**
3. **Lot size shall be a minimum of 2,400 square feet.**
4. **Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.**
5. **The Conceptual Site Development plan for this M-2 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.**

Attachments:
Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Conceptual Site Plan

Exhibit 1:

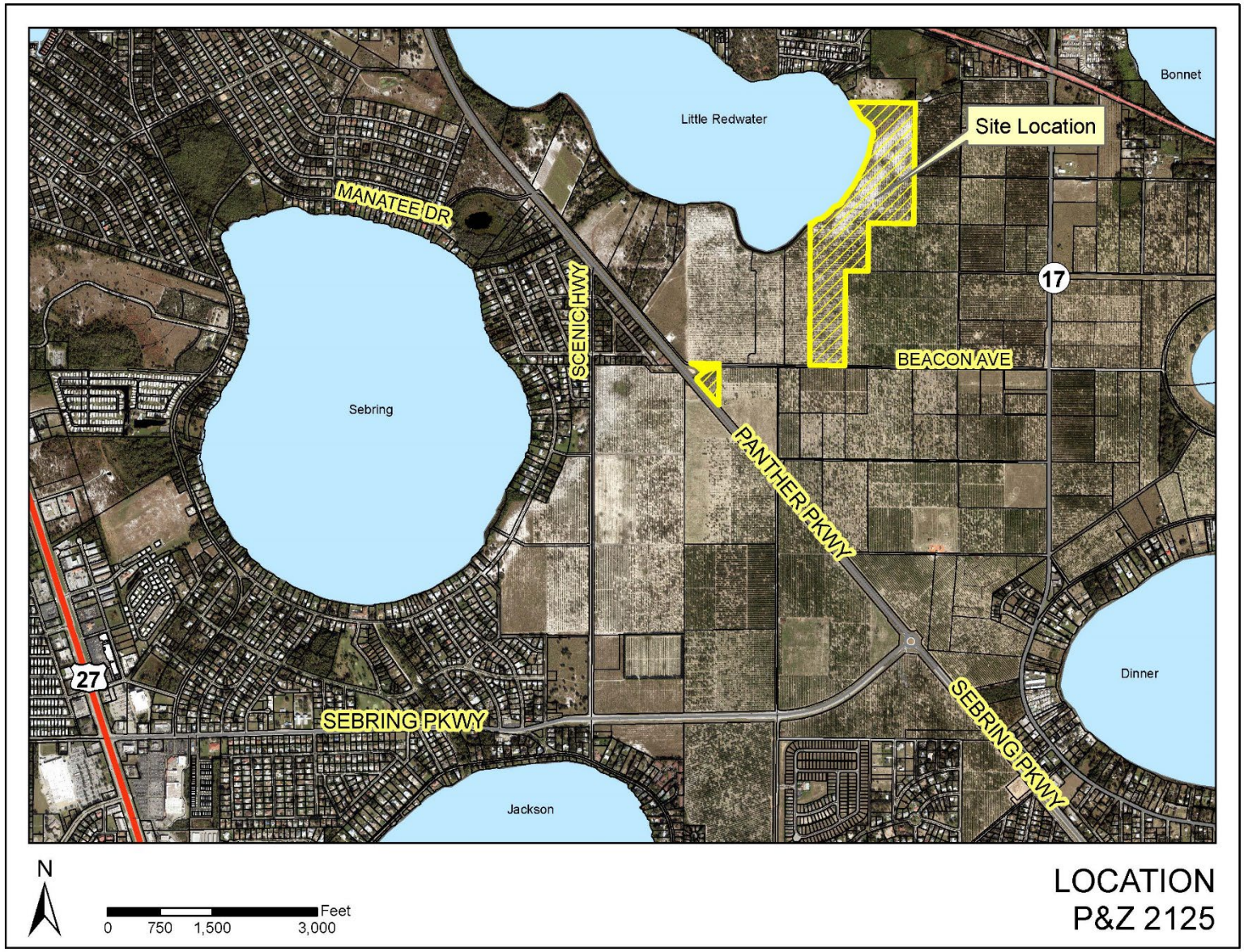

Little Redwater
Site Location
Bonnet
MANATEE DR
SCENIC HWY
17
BEACON AVE
Sebring
PANTHER PKWY
27
SEBRING PKWY
SEBRING PKWY
Dinner
Jackson
N
Feet
0
750
1,500
3,000
LOCATION
P&Z 2125

Exhibit 2:

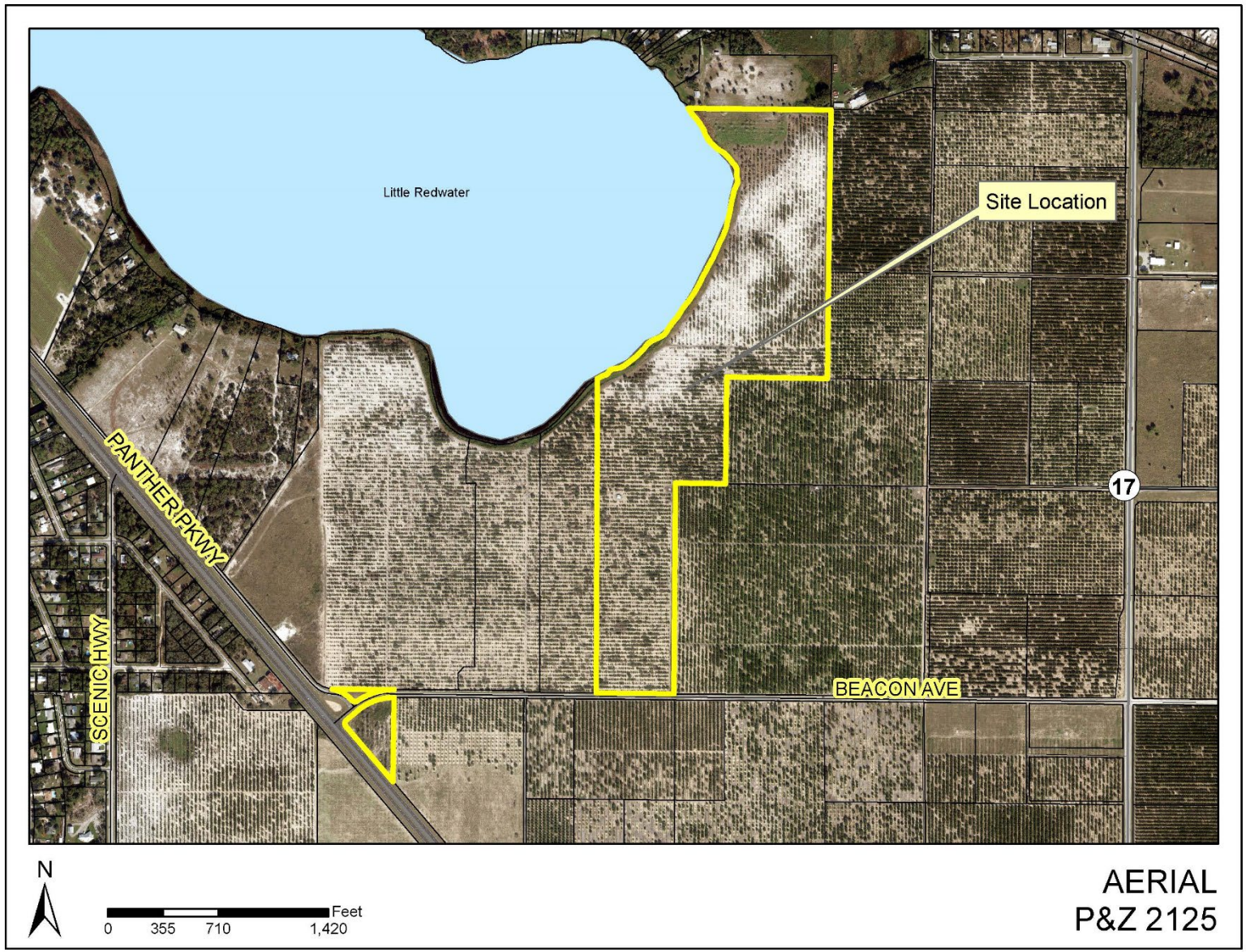

Little Redwater
Site Location
PANTHER PKWY
SCENIC HWY
BEACON AVE
17
N
0
355
710
1,420
Feet
AERIAL
P&Z 2125

Exhibit 3:

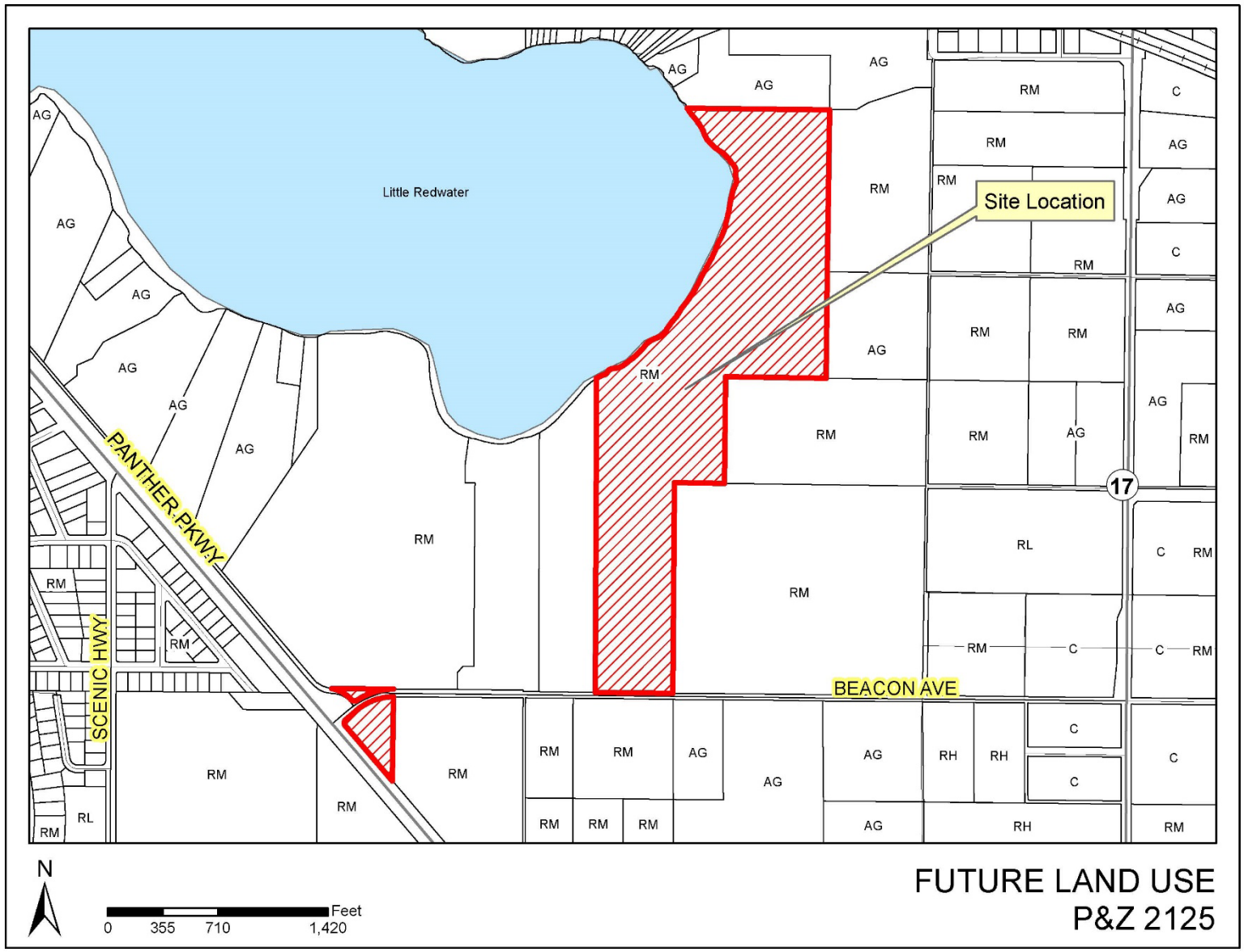

Little Redwater
Site Location
PANTHER PKWY
SCENIC HWY
BEACON AVE
17
AG
RM
RL
RH
C
N
0
355
710
1,420
Feet
FUTURE LAND USE
P&Z 2125

Exhibit 4:

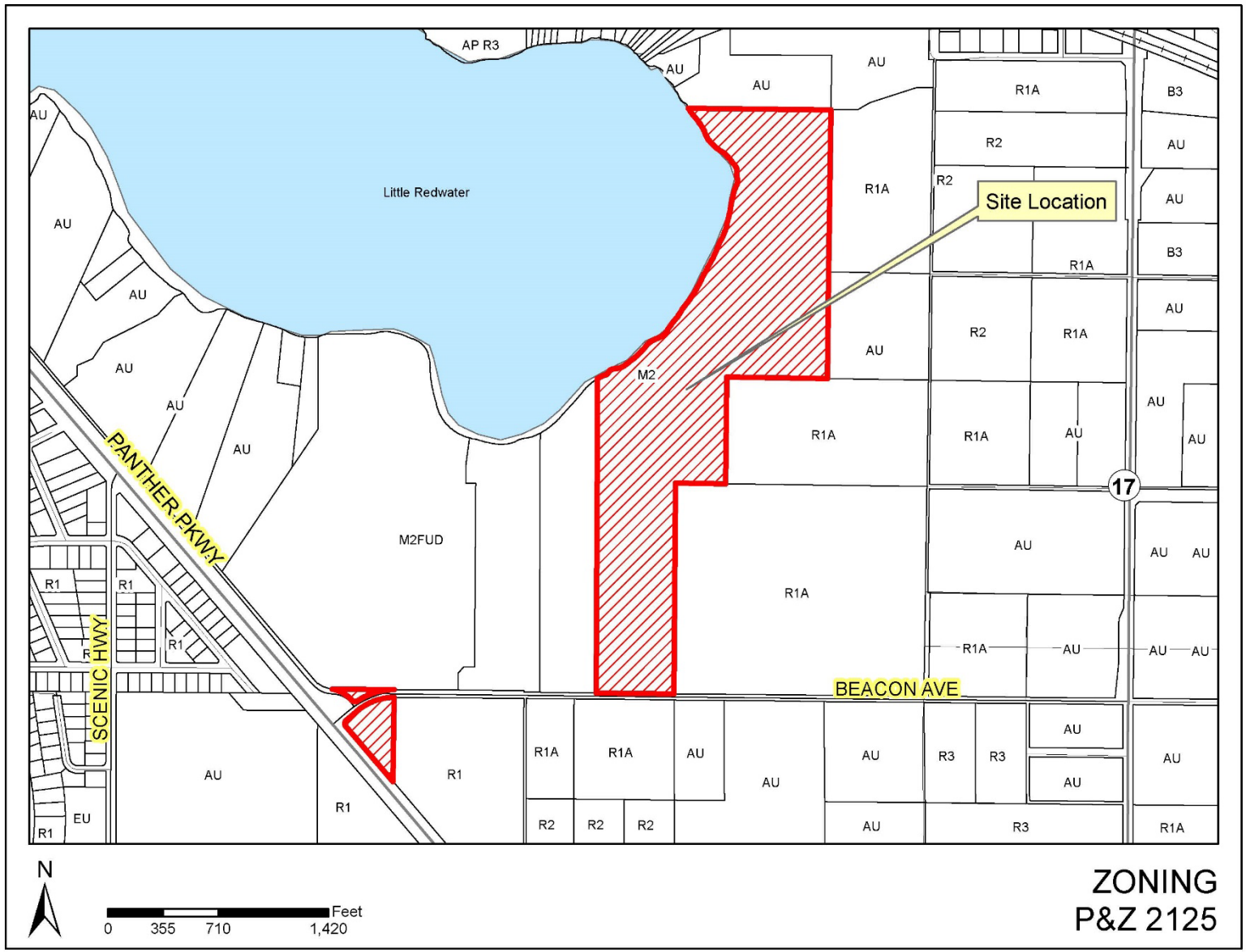

Little Redwater
AP R3
Site Location
PANTHER PKWY
SCENIC HWY
BEACON AVE
17
M2
M2FUD
AU
R1
R1A
R2
R3
B3
EU
N
0
355
710
1,420
Feet
ZONING
P&Z 2125

Exhibit 5:

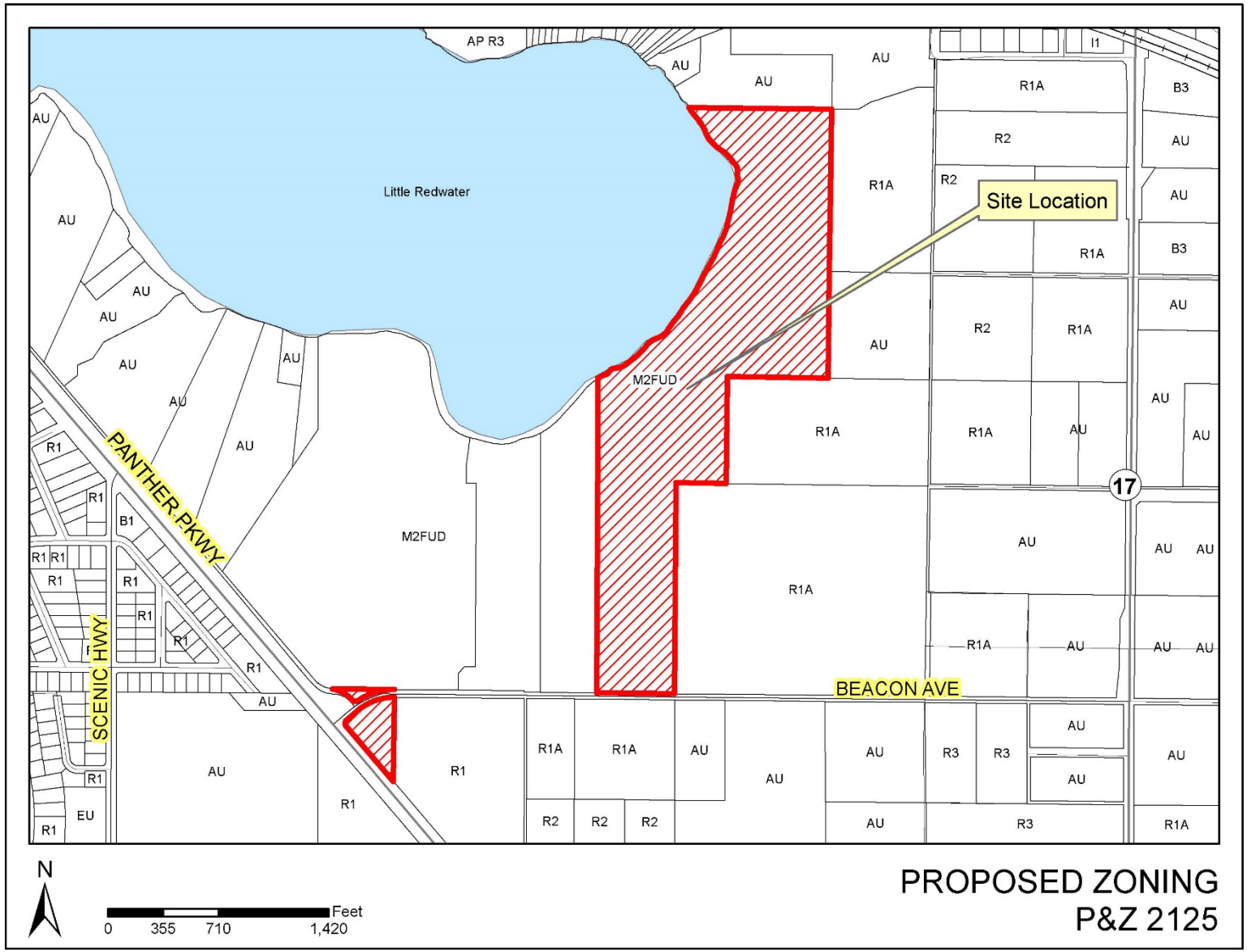
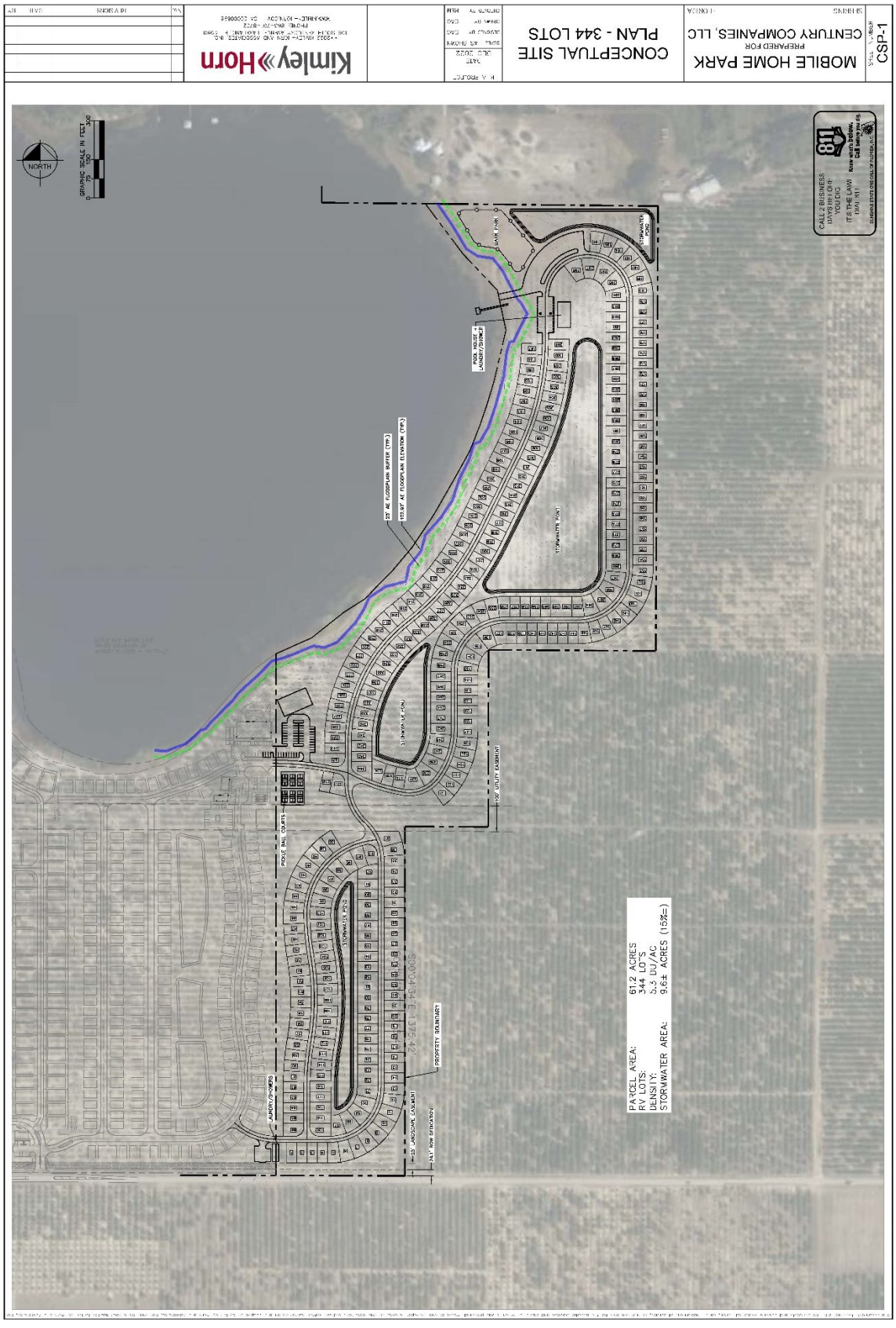

Little Redwater
Site Location
M2FUD
PANTHER PKWY
SCENIC HWY
BEACON AVE
17
AP R3
AU
R1A
R2
R3
B1
B3
I1
EU
N
0
355
710
1,420
Feet
PROPOSED ZONING
P&Z 2125

Exhibit 6:


MOBILE HOME PARK
PREPARED FOR
CENTURY COMPANIES, LLC
CONCEPTUAL SITE
PLAN - 344 LOTS
CSP-1
Kimley»Horn
NORTH
PARCEL AREA: 61.2 ACRES
LOTS: 344 LOTS
DENSITY: 5.5 DU/AC
STORMWATER AREA: 9.6± ACRES (15%±)
PROPERTY BOUNDARY
POOL HOUSE / LAUNDRY/SHOWER
PICKLE BALL COURTS
STORMWATER POND
CLUBHOUSE
50' UTILITY EASEMENT
50' LANDSCAPE EASEMENT
FLAT SLOPE EROSION

Highlands County, Florida
Zoning Change Application

Zoning Map Atlas amendment (Code of Ordinances Chapter 12):

Zoning change from: M2

Zoning change to: M2 FUD

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2125 / Project 23020015 **Date of Application:** 02/24/2023

Amount of Fee: $ 1,950.00 **Receipt No.:** 45000001304 **Tax Map No.:** 46-D

Hearing Dates: LP / / **P&Z** 05 / 09 / 2023 **BOCC** 06 / 20 / 2023

****

This application has been reviewed for completeness and determined sufficient.

Signed: Zoning Supervisor **Date** 02/27/2023

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name: Gapway Groves Inc.

   Mailing Address: 505 Avenue A NW, Suite 219, Winter Haven, FL 33881

   Daytime Telephone No. (863) 647-1581 **E-Mail Address:** bill@centuryco.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from property owner, which must accompany the application, giving the agent authority to represent this application.

   Print Name: Alyssa Flandermeyer

   Mailing Address: 1777 Main St, Suite 200, Sarasota, FL, 34236

   Daytime Telephone No. (941) 217-8551 **E-Mail Address:** alyssa.flandermeyer@kimley-horn.c

NOTARIZED AUTHORIZATION:

☑ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.

☑ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. A 64.47 AC M/L TR IN S 3791 FT M/L OF W 3/4 OF W 1/2 OF SEC 7 + THAT PORT OF CLOSED BEACON AVE IN S 30 FT OF W 488 FT OF SE 1/4 OF SE 1/4 OF SEC 12 + N 562 FT M/L OF W 488 FT M/L OF NE 1/4 OF NE 1/4 OF SEC 13 LYING N OF PANTHER PKWY + ALL LESS RD R/W 12-34-28/5

4. **Strap No.(s) of Property Covered by Application:**

STRAP No. C - 12 - 34 - 28 - A00 - 0050 - 0000; **STRAP No. C -** ___ - ___ - ___ - ___ - ___ - ___;

STRAP No. C - ___ - ___ - ___ - ___ - ___ - ___; **STRAP No. C -** ___ - ___ - ___ - ___ - ___ - ___;

5. **Street Address(es) of Property Covered by the Application:**
2534 Beacon Ave, Sebring, FL 33870

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Name of Project, Subdivision, or Overall Project** or part of a larger project if applicable:
Little Red Water Area

7. **Existing Zoning District:** M2 **Existing Land Use Designation:** RM

8. **Existing Property Information:** Size of Property (width) +/- 1,900 feet, (depth) +/- 3,750 feet, road frontage +/- 927 feet, water frontage +/- 2,800 feet, **Total acres:** 64.48 +/-

If different from the total acreage, the developable portion is 61.20 +/- acres.

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.,
Orchards

10. **Are there existing structures on the property?** [ ] **Yes** [✓] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other). N/A

If multiple units, the number of dwellings per building/number of buildings: N/A

11. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** [ ] **Yes** [✓] **No** **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

12. **Vesting:** Is the property vested for specific property rights? [ ] **Yes** [✓] **No** **If yes,** explain:

13. **Has a public hearing been held on this property within the last 6 months?** [ ] **Yes** [✓] **No**

14. **Information on the Adjacent Properties:**

	Current Use of Property	FLUM Designations	Zoning Districts
North	Vacant	AG	AU
South	Orchards	RM	R1A
East	Orchards	RM / AG	R1A / AU
West	Lake / Mobile Home Park	RM	M2FUD

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

15. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Expansion to existing M2FUD zone district to the west of the property

16. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space:** (if applicable) 344 lots

17. **Proposed Development Standards** (if applicable)
    a. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    b. Proposed Floor Area Ratio (FAR): Gross floor area of building (sq.ft.) divided by parcel size (sq.ft.) = N/A

****

SECTION V: ADDITIONAL INFORMATION REQUIRED:
18 & 19 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. [☑] **Yes** [ ] **No**
If Yes, the potable water system requirements will be accommodated by the City of Sebring water system.

(*See the attached model letter requesting this information from the respective servers*). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):
    a. The facility has the designed capacity for pumping and treating 14,789,600 gpcd.
    b. The facility has a permitted capacity for 5,811,000 gpcd.
    c. The facility has an average demand or committed capacity for 3,933,000 gpcd .
    d. The facility has an excess capacity of 1,878,000 gpcd.
    e. This proposed development will require approximately N/A gpcd .

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. [☑] **Yes** [ ] **No**
If Yes, the wastewater treatment system requirements will be accommodated by the City of Sebring system.

(*See the attached model letter requesting this information from the respective servers*). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:
    a. The facility has the designed capacity for treating 2,000,000 gpcd.
    b. The facility has a permitted capacity for 2,000,000 gpcd.
    c. The facility has an average demand or committed capacity for 1,248,000 gpcd.
    d. The facility has an excess capacity of 752,000 gpcd.
    e. This proposed development will require approximately N/A gpcd.

Note: The required level of service (LOS) for wastewater treatment for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

20. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: [✓] **Yes** [ ] **No** AMF **Applicant's Initial**

Note: The required level of service (LOS) for the County is premised upon the applicable water management district standards.

SFWMD: 25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD: 25-year/24-hour storm event (peak discharge, 25-year/24-hour)

* Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

21. **Solid Waste Disposal:** The proposed development will be served by the County refuse collector refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

22. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: Pickleball Courts, open space, and other amenities

Note: The required level of service for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

23. **Military Airport Zones (MAZ):** Is this property located in an MAZ? [✓] **Yes** [ ] **No**
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

24. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

25. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

26. **Map Properties within 500 Feet:** Using a map that shall be secured from the County Property Appraiser's Office, delineate the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

27. **List of Property Owners:** List all current property owners within a 500 foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

28. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

29. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

30. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners?
[ ] **Yes** [✓] **No**

31. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? [✓] **Yes** [ ] **No**

32. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

1. Owner's Affidavit(s) or Corporation Affidavit
2. Agent's Affidavit(s)
3. Notarized authorization from each owner, as applicable (Form A)
4. Notarized authorization for agent to submit petition, as applicable (Form B)
5. Public Utility Information Request Format
6. Application Due Dates
7. Fee Schedule

JOHN SHOOP MAYOR

COUNCIL:
TOM DETTMAN, PRESIDENT
LENARD CARLISLE, PRO-TEMPORE
ROLAND BISHOP
TERRY MENDEL
MARK STEWART

UTILITIES DEPARTMENT
321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

February 21, 2023

Ms. Alyssa Flandermeyer
Kimley-Horn

Reference: 2534 Beacon Ave (C-12-34-28-A00-0050-0000)

Dear Ms. Flandermeyer,

Listed below is the water and wastewater capacity data you requested for the above referenced project. Sanitary sewer is not available at this location, but the owner can pursue installing a service line at their expense.

Potable Water
Designed capacity: 14,789,600 GPD
Permitted capacity: 5,811,000 GPD
Committed capacity: 3,933,000 GPD
Excess capacity: 1,878,000 GPD
This development demand: N/A GPD

Wastewater Treatment
Designed capacity: 2,000,000 GPD
Permitted capacity: 2,000,000 GPD
Committed capacity: 1,248,000 GPD
Excess capacity: 752,000 GPD
This development demand: N/A GPD

Please let me know if you have any questions or if I may be of any further assistance.

Sincerely,

Kim Shands
Administrative Coordinator
cc: Bob Boggus, Utilities Director

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT

I, CARL J. STRANG III, being first duly sworn, depose and say that I am the **OWNER** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation. **Please initial the appropriate line.**

No contact is required. ✓

An appointment is required before entering the property. _____

Gapway Grove Corporation
Print Name of Owner

Signature of Owner

P. O. Box 1354
Address: Number and Street (P.O. Box)

Avon Park, Florida 33825
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 16th day of December, 2022 by Carl J Strang III who is personally known by me or who has produced FL DL, as identification and who did take an oath:

Signature

Karla Huaman
Print Name

Notary Public, State of Florida
My Commission Expires: 10/10/26

KARLA HUAMAN
Notary Public - State of Florida
Commission # HH 320206
My Comm. Expires Oct 10, 2026
Bonded through National Notary Assn.

Detail by Entity Name

Florida Profit Corporation
GAPWAY GROVE CORPORATION

Filing Information

Document Number	148170
FEI/EIN Number	59-0805480
Date Filed	08/10/1946
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	12/21/2012
Event Effective Date	NONE

Principal Address

505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Changed: 04/24/2017

Mailing Address

PO BOX 1364
AUBURNDALE, FL 33823

Changed: 01/10/2005

Registered Agent Name & Address

STRANG, JOHN W
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Name Changed: 01/10/2005

Address Changed: 04/24/2017

Officer/Director Detail

Name & Address

Title President, Director

STRANG, JOHN W
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Title VP, Director

STRANG, MAX W
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Title VP, Director

BASS, EVE S
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Title VP, Secretary, Treasurer, Director

STRANG, CARL J, III
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Title Director

Gardner, Peter
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Title Director

Caruso, James
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Title Director

Strang, Zachary S
505 Avenue A NW
Suite 219
Winter Haven, FL 33881

Annual Reports

Report Year	Filed Date
2020	06/30/2020
2021	01/28/2021

2022 04/28/2022

Document Images

04/28/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/24/2019 -- ANNUAL REPORT	View image in PDF format
04/24/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
01/27/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
01/07/2014 -- ANNUAL REPORT	View image in PDF format
02/28/2013 -- ANNUAL REPORT	View image in PDF format
12/21/2012 -- Amended and Restated Articles	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
03/09/2011 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/09/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
01/12/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/08/2004 -- ANNUAL REPORT	View image in PDF format
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01/15/2002 -- ANNUAL REPORT	View image in PDF format
02/12/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
01/25/1999 -- ANNUAL REPORT	View image in PDF format
01/20/1998 -- ANNUAL REPORT	View image in PDF format
01/14/1997 -- ANNUAL REPORT	View image in PDF format
01/23/1996 -- ANNUAL REPORT	View image in PDF format
01/19/1995 -- ANNUAL REPORT	View image in PDF format

FORM A. PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.
I give authorization for William Drost of Century Companies to be the applicant for this REZONING.

Gapway Grove Corporation
Print Name of Owner

By: [signature] VP.
Signature of Owner

PO Box 1364
Address: Number and Street (P.O. Box)

Ashville, Florida 33823.
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 16th day of December, 2022 by Carl D. Strang, III who is personally known by me or who has produced _____, as identification and who did take an oath:

Celeste Richardville
Signature

Celeste Richardville
Print Name

Notary Public, State of Florida
My Commission Expires: _____

CELESTE RICHARDVILLE
Notary Public, State of Florida
My comm. expires Oct. 23, 2023
Commission Number GG 924612

FORM B. APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the REZONING of the property described and which is the subject matter of the proposed hearing.
I give authorization for Philip DiMaria, AICP & Alyssa Flandermeyer to be my agent for this application.

William Drost for Century Companies
Print Name of Owner

Signature of Owner

500 S Florida Ave, Suite 700
Address: Number and Street (P.O. Box)

Lakeland, FL 33801
City and State (Zip Code)

STATE OF FLORIDA, HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me this 14th day of December, 2022 by William Drost who is personally known by me ☑ or who has produced _____ _____, as identification and who did take an oath:

Rhonda Pleima
Signature

Rhonda Pleima
Print Name

Notary Public, State of Florida
My Commission Expires: 7-6-2025

RHONDA PLEIMA
Notary Public - State of Florida
Commission # HH 105525
My Comm. Expires Jul 6, 2025
Bonded through National Notary Assn.

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Alyssa Flandermeyer, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Alyssa Flandermeyer — Alyssa Flandermeyer
Print Name of Agent — Signature of Agent

1777 Main Street, Suite 200 — Sarasota, FL 34236
Address: Number and Street (P.O. Box) — City and State (Zip Code)

STATE OF FLORIDA, ~~HIGHLANDS~~ SARASOTA COUNTY

The Foregoing instrument was acknowledged before me this 5th day of January, 2023 by Alyssa Flandermeyer who is personally known by me ☐ or who has produced _____ _____, as identification and who did take an oath:

SUSAN M. JOHNSON
MY COMMISSION # HH 182275
EXPIRES: January 29, 2026
Bonded Thru Notary Public Underwriters

Susan M. Johnson
Signature
SUSAN M. JOHNSON
Print Name

Notary Public, State of Florida
My Commission Expires: January 29, 2026

Kimley»Horn

Project Narrative

Planner
Highlands County Development Services
501 S. Commerce Avenue
Sebring, FL 33870

RE: Little Redwater II Rezone Request

Dear Planner,

On behalf of Century Companies ("Applicant"), we are submitting the enclosed Rezone Application to amend the current Highlands County zoning map to accommodate the proposed RV Park at 2534 Beacon Ave, Sebring, FL 33870 ("Property").

The existing property is a single parcel (approximately 61.2 acres) with the following Strap Number: C-12-34-28-A00-0050-0000. The Property is currently zoned Mobile Home (M-2), and the Future Land Use Designation is Medium Density Residential (RM). The surrounding properties are zoned R1A Residential, AU Agricultural, and M-2 FUD. To the north, east, and south the land is currently used for orchards and groves. To the west, the property is under construction for mobile homes.

The Applicant intends to develop the property with 344 RV lots and various amenities including pickle ball courts, a pool house, and laundry and shower facilities. The development will interconnect to the mobile home development under construction to the west and utilize their access point along Beacon Ave to provide access to the site. Additionally, a sanitary sewer service line is being extended to the site from the west. The proposed development will connect to this line for service through the City of Sebring Utilities.

To facilitate this proposed use, the parcel must be rezoned to Mobile Home Flexible Unit Development (M-2 FUD). M-2 FUD is a permitted implementing zoning district in the RM Future Land Use district, so no Comprehensive Plan Amendment will be required.

In summary, please see enclosed for all applicable Highlands County requirements for approval. We request the consideration and approval of the proposed amendment.

Sincerely,

Alyssa Flandermeyer
Agent

Philip DiMaria Jr., AICP, CNU-A
Agent

RESOLUTION NO. 22-23-121

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-12-34-28-A00-0050-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-12-34-28-A00-0050-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-12-34-28-A00-0050-0000 and more particularly described as:

> The South 3/4 of the West 1/2 of the Southeast 1/4 of the Northwest 1/4, and the South 3/4 of the East 1/2 of the Southwest 1/4 of the Northwest 1/4, and the West 1/2 of the Southwest 1/4 of the Northwest 1/4, and the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southwest 1/4, and the West 3/4 of the Southwest 1/4 of the Southwest 1/4, all lying in Section 7, Township 34 South, Range East, Highlands County, Florida.
>
> LESS AND EXCEPT
>
> A portion of U.S. Government Lots 6 And 7, lying in Section 12, Township 34 South, Range 28 East, and a portion of Section 7, Township 34 South, Range 29 East, Highlands County, Florida, described as follows:
>
> Commence at the southeast corner of said Section 12 and run N00°04'45"W along line of Manatee Drive and the Point of Beginning; thence continue N00°04'45"W, 9.08 feet; thence S89°59'51"W along said right of way line, 425.72 Feet; thence N00°00'09"W, 109.47 feet; thence N43°56'10"E, 54.35 feet; thence N89°04'28"E, 69.40 feet; thence N00°03'34"W, 1181.89 feet; thence N89°49'32"W, 64.50 feet; thence N00°33'42"E, 127.00 feet; thence N06°57'01"E, 188.31 feet more or less to the water's edge of Lake Little Redwater; thence along said water's edge the following five (5) courses and distances; 1, S70°04'04"E, 165.99 feet; 2, N88°49'54"E, 183.16 feet; 3, N60°60'26"E, 171.18 feet; 4, N41°27'23"E, 240.85 Feet; 5, N48°02'58"E, 235.84 feet; thence S00°04'34"E, 2024.36 feet to a point on the said north right of way line of Manatee Drive; thence N89°53'49"W along said north right of way line, 465.88 feet to the Point Of Beginning.

is hereby changed from Mobile Home Parks District (M-2) to Mobile Home Parks District with a Flexible Unit Development (M-2 FUD).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Mobile Home Parks District with a Flexible Unit Development, M-2 FUD.

SECTION 3. General Conditions, Restrictions and Limitations. This M-2 FUD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.222 and 12.05.291 of the Highlands County Code of Ordinances (the "Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this FUD District shall be the M-2 District and any use or allowance not specified herein will be as defined in the M-2 District as provided in Section 12.05.222 of the Code.
2. There shall be a maximum of 350 units.
3. Lot size shall be a minimum of 2,400 square feet.
4. Lots less than 4,000 square feet in size shall only be utilized for RVs, including park models. No mobile homes or manufactured homes shall be permitted on these lots.
5. The Conceptual Site Development plan for this M-2 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto as **Exhibit "A"**. The property shall be subject to the Code for final site plan approval.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2125, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

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

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

DONE AND ADOPTED, this 20th day of June 2023.

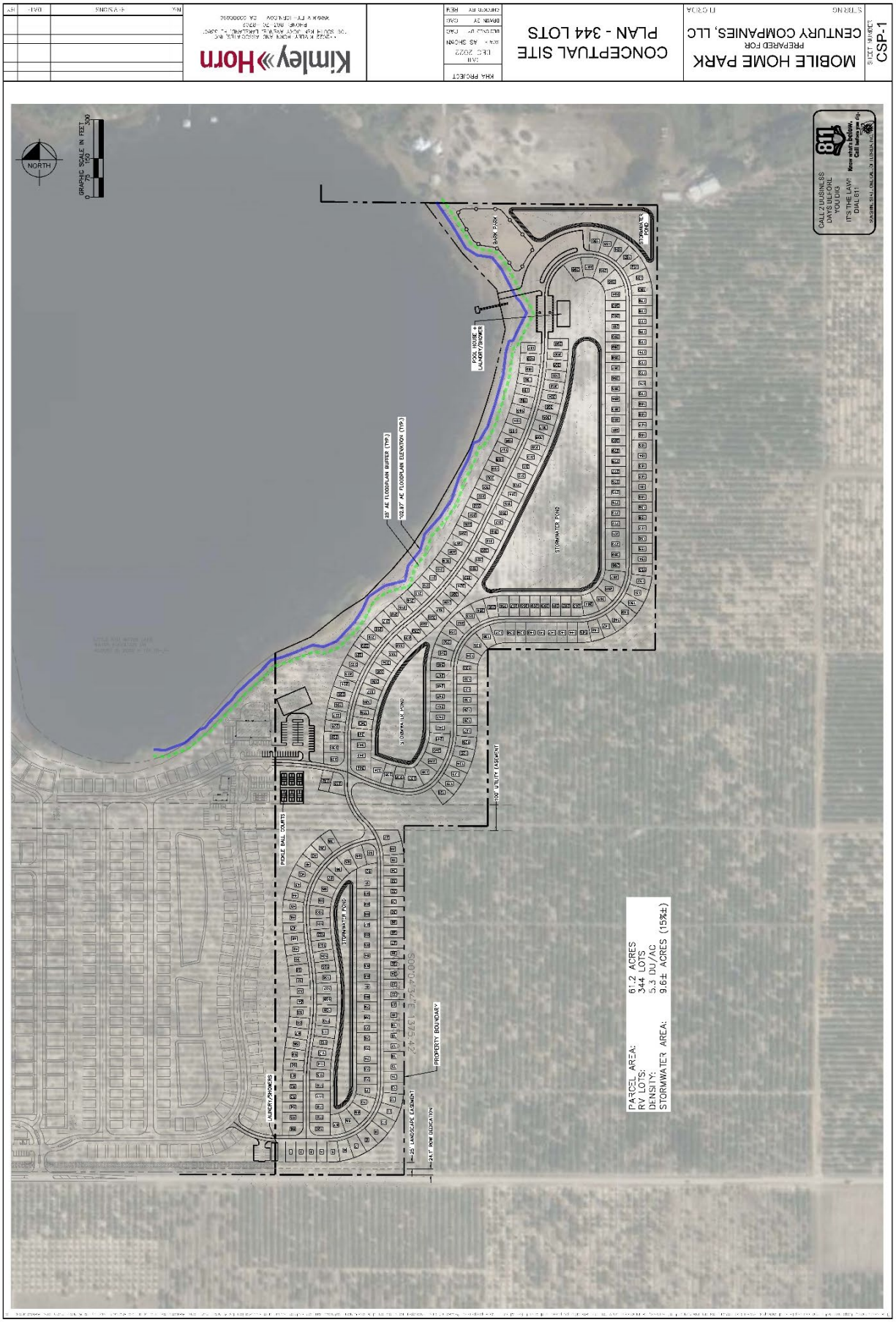
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Conceptual Site Plan: EXHIBIT “A”



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-23-617SS, for an approximate 2.06-acre parcel, from Commercial/Industrial Mixed Use (CI) to Industrial (I).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 2.06-acre parcel to change the Future Land Use Map from Commercial/Industrial Mixed Use (CI) to Industrial (I). The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a zoning change from Business District (B-3) to Industrial District (I-2), P&Z 2126.

The Planning and Zoning Commission recommended approval of CPA-23-617SS as presented.

RECOMMENDED ACTION

Move to adopt by Ordinance 22-23-25, CPA-23-617SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 2.06 acres from Commercial/Industrial Mixed Use (CI) to Industrial (I), and transmit CPA-23-617SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-23-617SS for BCC Phillips.pdf
Application CPA-23-617SS Phillps.pdf
Ordinance CPA-23-617SS Phillips.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 6/20/2023
Case Number: CPA-23-617SS	**Case Name:** Phillips Industrial Future Land Use Amendment
Agent: N/A	**Property Owner:** Wanda Phillips
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Change the Future Land Use Map (FLUM) for an approximate 2.06-acre parcel, from Commercial/Industrial Mixed Use (CI) to Industrial (I)

General Location: An approximate 2.06-acre parcel located in the Desoto Industrial Park Phase 1, located on the north side of US 98, approximately 1 mile west of Haywood Taylor Boulevard, 1.37 miles southwest of Kenilworth Boulevard, and 2.17 miles east of US 27; the address being 11400 US 98, Sebring

PARCEL ID: C-13-35-29-040-0000-0040

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance 22-23-25, CPA-23-617SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 2.06 acres from Commercial/Industrial Mixed Use (CI) to Industrial (I), and transmit CPA-23-617SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-617SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 2.06 acres from Commercial/Industrial Mixed Use (CI) to Industrial (I), and transmit CPA-23-617SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 9, 2023, DRAFT P&Z Minutes and Recommendation to the BCC: "B. HEARING NUMBER CPA-23-617SS – WANDA PHILLIPS** An approximate 2.06-acre parcel located in the Desoto Industrial Park Phase 1,

located on the north side of US 98, approximately 1 miles west of Haywood Taylor Boulevard, 1.37 miles southwest of Kenilworth Boulevard, and 2.17 miles east of the of US 27; the address being 11400 US 98, Sebring; and legally described as follows: The west half of Lot 3 and all of Lot 4, less the 25-foot road right-of-way, Desoto Industrial Park Phase 1, according to the map or plat thereof as recorded in Plat Book 15, Page 3, Public Records of Highlands County, Florida.

The Applicant is requesting a small-scale Comprehensive Plan amendment to amend the future land use map designation from Commercial/Industrial Mixed Use (CI) to Industrial (I). Mrs. Hunnicutt read the request and Mr. Garcia and Mr. Phillips presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Boring and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-617SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 2.06 acres from Commercial/Industrial Mixed Use (CI) to Industrial (I), and transmit CPA-23-617SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0"**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 2.06-acre parcel, from CI to I.

The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a zoning change from Business District (B-3) to Industrial District (I-2), P&Z 2126.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant Commercial	CI	B-3
Adjacent Property to the North	Vacant Industrial/Warehouse Storage & Distribution	I	I-2
Adjacent Property to the South	Cropland	Agriculture (AG)	Agricultural District (AU)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Open Storage	CI	B-3
Adjacent Property to the West	Vacant Commercial	CI	Industrial District (I-1)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.8, Commercial/Industrial Mixed Use (CI) and Policy 1.2.D.10, Industrial (I).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.242: Business District (B-3) and Section 12.05.252: Industrial District (I-2).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

A.2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:

1. Opportunities for infill or redevelopment, where such opportunities exist;

4. Development opportunities which provide permanent jobs and improve the County's revenue base.

Policy 1.8, Location Criteria for Industrial Parks and Parks of Commerce:

The County shall encourage the location and clustering of major commercial and industrial activities to enhance the comparative advantage of these uses to develop in Highlands County over areas outside the County. Location

criteria, subject to site-specific circumstances, determined by tested experience within the industry nation-wide shall include:

B. Adjacent vacant lands available for potential future expansion. (i.e., earmarked site not surrounded by urban development)

C. The location will not have negative impact on the adjacent community if industrial processes produce smoke, noise, vibrations, ambient light, etc.

J. All access to the sites should be fully improved, preferably arterials or major collectors, with the industrial sites having direct access.

Infrastructure Element

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

C. Commercial and industrial uses, utilizing potable water, shall connect to an existing public water system if within ¼ mile of an available system.

Economic Development Element

Objective 2: Maintain and Enhance the Economic Base and Retain and Create New Jobs:

Policy 2.11: County to Facilitate Recruitment of Adequate Industrial Sites:

A. The County shall strive to ensure there is sufficient Industrial land with proper FLU and zoning designations and adequate infrastructure for future development including industrial parks and business campuses.

Policy 2.13: Additional Privately Owned Industrial Lands:

In order to ensure that Highlands County has enough industrial land with proper Future Land Use (FLU) and zoning categories and adequate infrastructure for present and future development, the County will encourage owners of property meeting the criteria of Future Land Use Policy 1.8 to apply for amendment(s) to the Future Land Use Map for the Industrial category and rezoning(s) to Industrial. Analysis of sufficient industrial lands will be conducted, at minimum, every five years.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the commercial development review process and additional requirements may be identified at that time. **Please note,** access to the

site shall be limited to Fox Trail via the existing turn lane from US 98 to Deer Trail East to the connection onto Fox Trail.

Florida Department of Health: No objection. Any septic systems permitted in industrially zoned lots must receive an Annual Operating Permit from the Department of Health.

Highlands County Emergency Medical Services and Fire Rescue: Must comply with NFPA and the Florida Fire Prevention Code 7th edition, paying special attention to the requirement for onsite water supply sufficient to supply fire hydrants and that proper access is provided for fire apparatus.

2. **The following Departments, Divisions, and Agencies offered no comment:** Sebring Airport Authority.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, and Highlands County Natural Resources.

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   A. Natural Features Analysis:
   1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 80 and 90 feet.
   2. **Soils:** The soil underlying the site is *Pomello Sand, 0 to 5% slopes.* The available water capacity is very low, with a moderately rapid permeability. This soil is nearly level to moderately sloping, and somewhat poorly drained. The moderate limitations for most urban uses due to a seasonal high water table can be easily overcome by water control systems.
   3. **Surface Waters:** The subject parcel has no surface water areas.
   4. **Vegetative Cover:** The site has been cleared of native vegetation.

   B. Land Use Analysis:
   1. **Current Use of Land:** The current use of the land is vacant.
   2. **Vesting Rights:** None.
   3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Commercial/Industrial.
   4. **Proposed FLUM Designation:** The proposed FLUM designation is Industrial.
   5. **Current FLUM Intensity:** The current FLUM allows a maximum intensity of up to 0.80 Floor Area Ratio (FAR).
   6. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 1.00 FAR.
   7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a concrete mixing plant.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development, if impacting more than two acres.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of "X", for areas located outside the Special Flood Hazard Areas, and a flood zone designation of "AE", for areas located inside a special flood hazard area, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0242C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is located within the conical surface area of the Sebring Regional Airport as designated by Chapter 2.1 of the Highlands County Code of Ordinances. All regulations of Chapter 2.1 as well as FAA regulations shall be met.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** Access to the site shall be limited to Fox Trail via the existing turn lane from US 98 to Deer Trail East to the connection onto Fox Trail.
5. **Railroad Access:** The site is located within a close proximity to the Seaboard Coast Line railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. **Schools:** The permitted uses within the Industrial Future Land Use designation are industrial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

G. **Airports:** The subject property is located approximately 14.2 miles southeast of the Avon Park Executive Airport and 3.0 miles southwest of the Sebring Regional Airport.

H. **Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is located in an area with other industrial and commercial uses. The site's access will be located along US Highway 98, thereby locating economic growth in an easily accessible area built to withstand high amounts of traffic. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water but will need to account for an on-site wastewater treatment system. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located adjacent to a proposed shared bikeway that would connect to a proposed bikeway on CR 17 S and an existing bikeway on US 27. This bikeway path would promote multimodal transportation to employees.

(4) *Promotes conservation of water and energy:* The property is located in an existing industrial and commercial area.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an existing industrial and commercial area, which will allow for additional industrial and commercial uses for the residential neighborhoods in the area.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed Small Scale Comprehensive Plan Amendment **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed Small Scale Comprehensive Plan Amendment. However, if the development will impact more than two acres of Xeric Upland habitat, Environmental Clearance will be required at the time of development.

Historical and Archaeological Clearance: The proposed Small Scale Comprehensive Plan Amendment **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

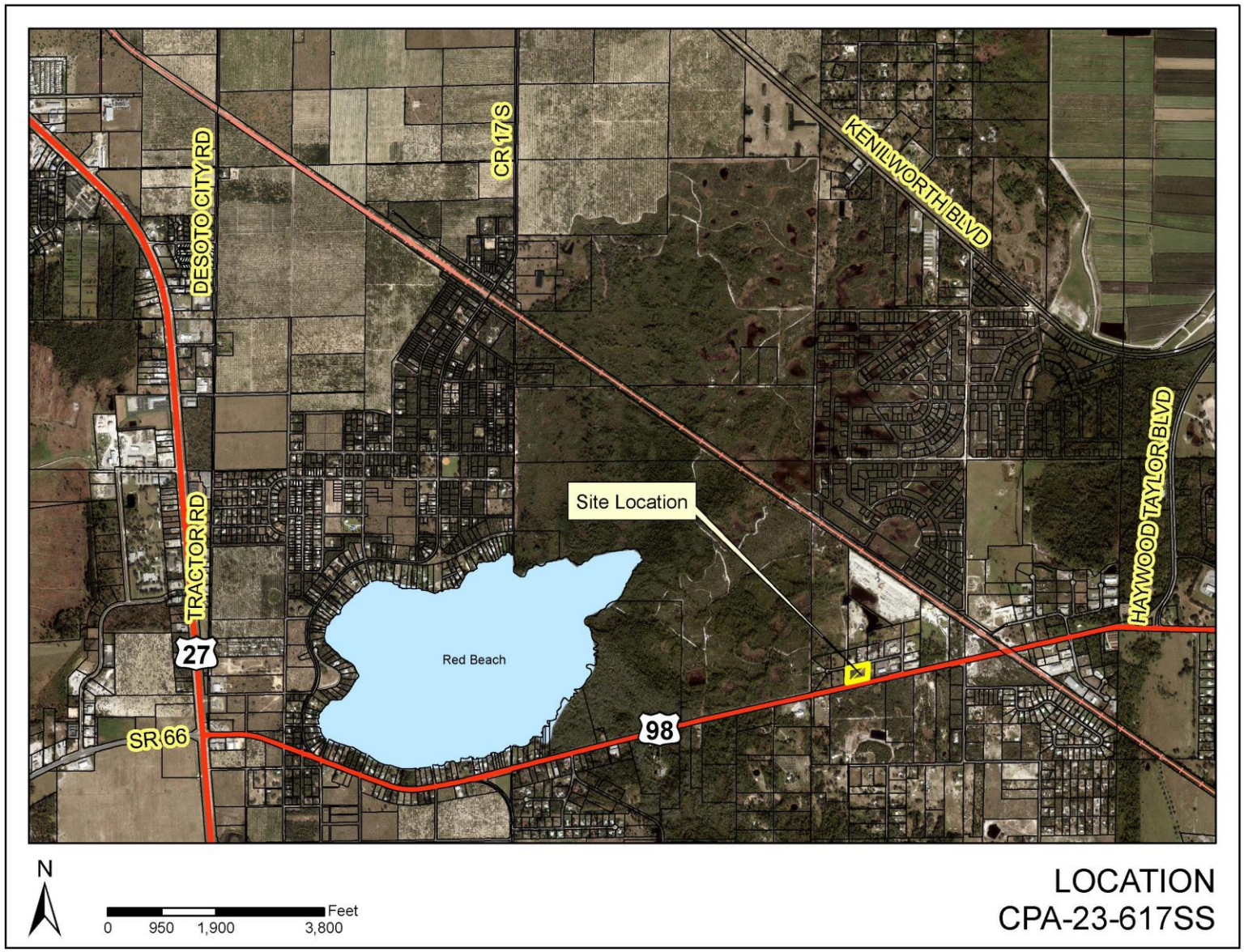
Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-23-617SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 2.06 acres from Commercial/Industrial Mixed Use (CI) to Industrial (I), and transmit CPA-23-617SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map

Exhibit 1: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CPA-23-617SS

Exhibit 2:

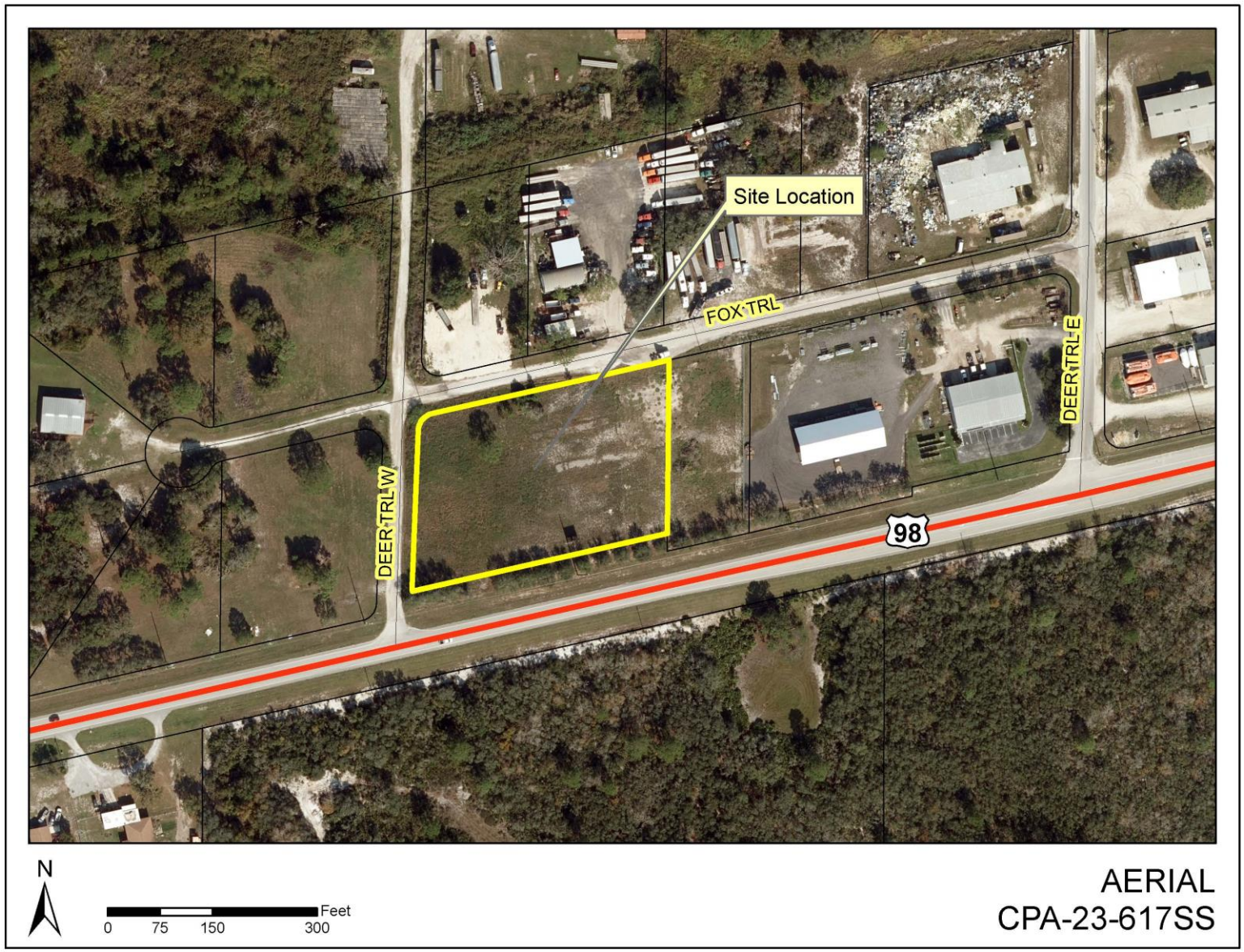
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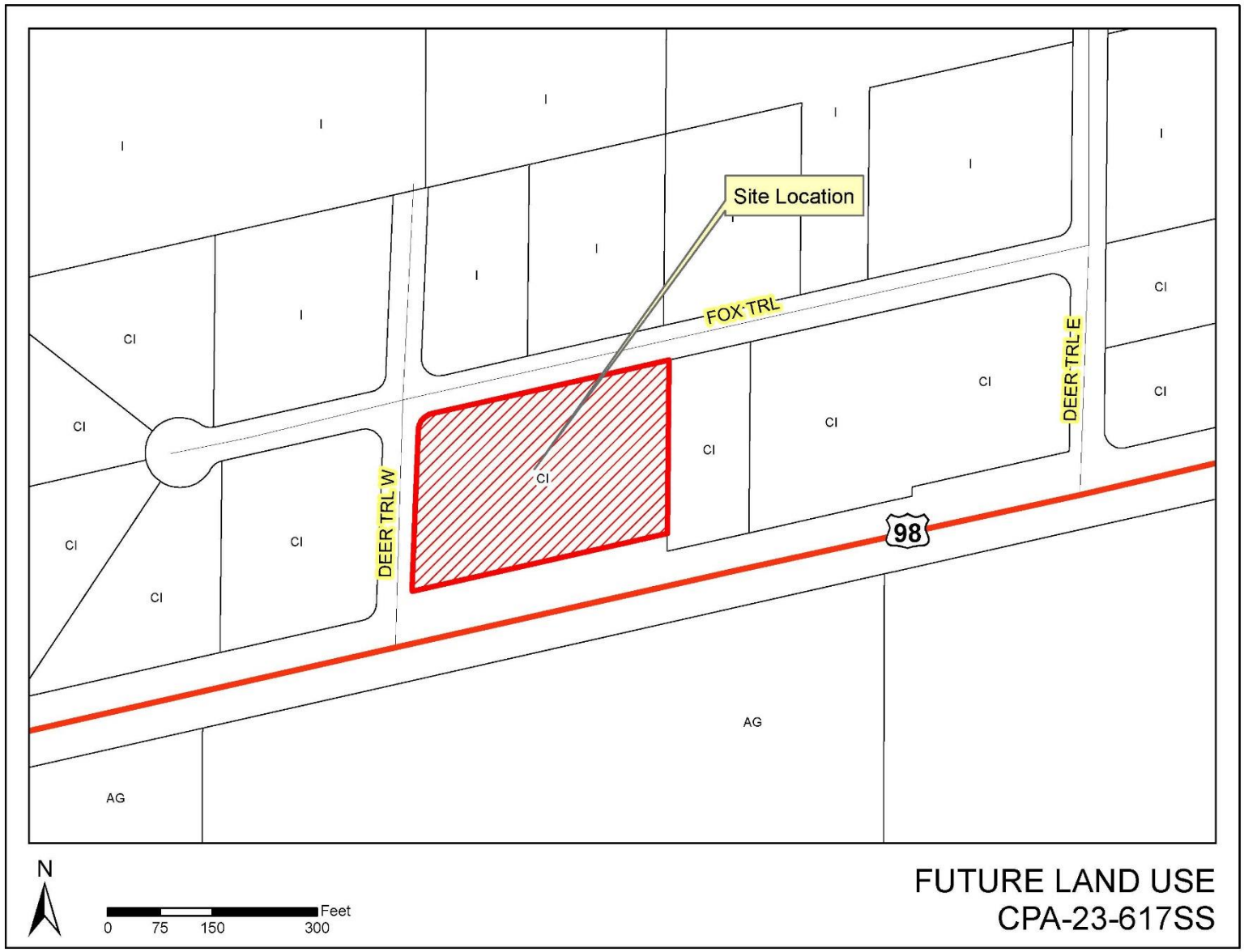
Exhibit 3: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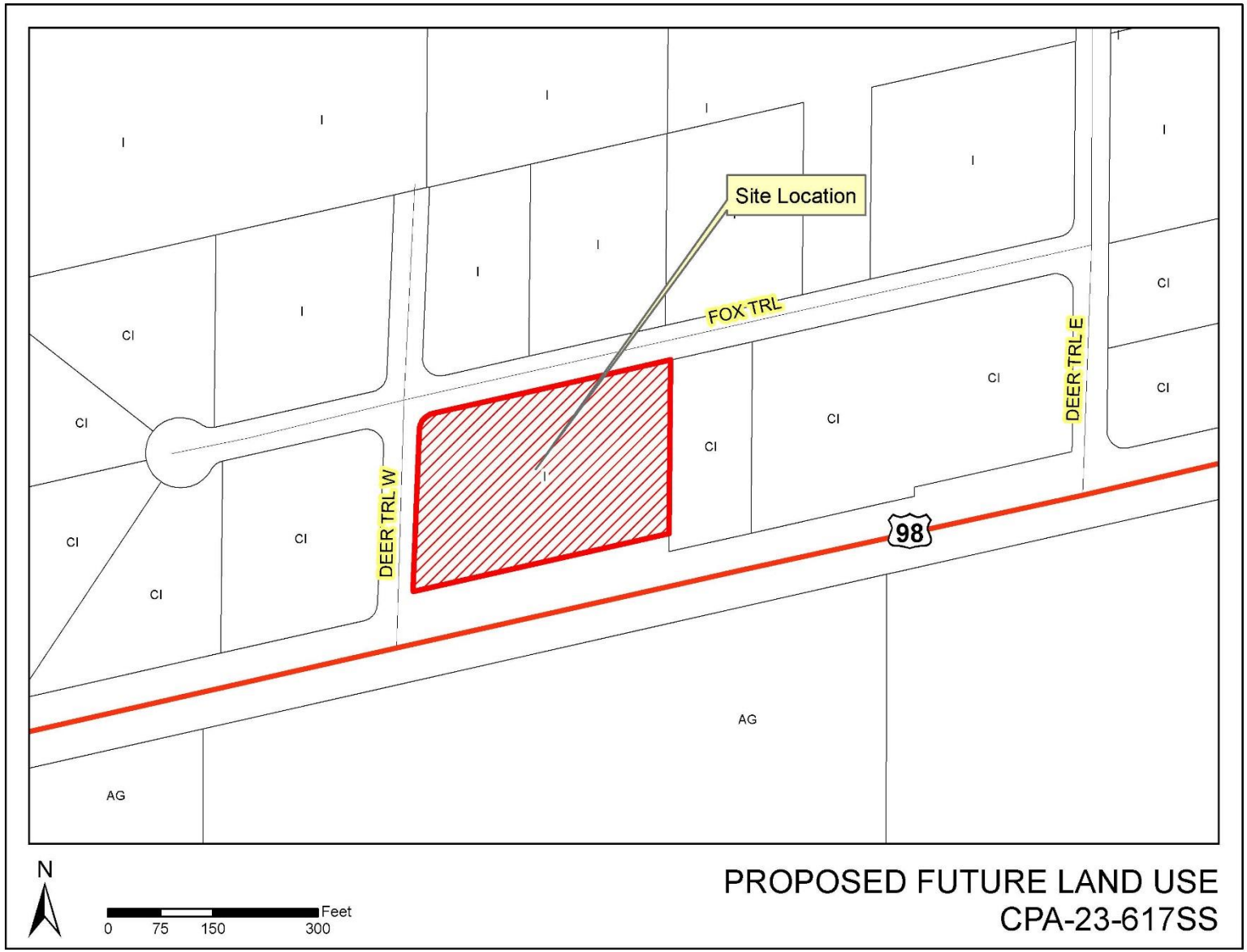
CPA-23-617SS

Exhibit 4: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PROPOSED FUTURE LAND USE
CPA-23-617SS

Highlands County, Florida
Comprehensive Plan Amendment Application

☑ Small Scale Comprehensive Plan Map Amendment (100 acres or less)
☐ Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: CI Change to: I

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

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STAFF USE ONLY:

Case Number: CPA- 23 - 6 1 7 SS/LS **Date of Application:** 3/16/2023

Amount of Fee: $ 1,500.00 **Tax Map No.:** 113-A Project #: 23030011 Receipt #s: CC receipt 6838290 Commplus 4500000308

Hearing Dates: P&Z 05 / 09 / 23 BOCC 06 / 20 / 23

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This application has been reviewed for completeness and determined sufficient.

Nelson Culpepper
Signed: Planning and Zoning Manager

3/21/2023
Date

.....

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-13-35-29-040-0000-0040 **STRAP No. C-**___-___-___-___-___-___-___

STRAP No. C-___-___-___-___-___-___-___ **STRAP No. C-**___-___-___-___-___-___-___

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): Investment Group Limited, LLC

   Mailing Address: _____

   Daytime Telephone No. ( ) _____ **E-Mail Address:** _____

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: Wanda Phillips

   Mailing Address: 3984 Old Polk City Rd. Haines City 33844

   Daytime Telephone No. 863 557 0466 **E-Mail Address:** poptransport@hotmail.com

NOTARIZED AUTHORIZATION:

- ☐ If the Applicant is not the Owner of the property, a written, notarized authorization from each Owner must be provided with this application – use Form A, attached. Property Owner authorization is required. If the Property Owner withdraws permission at any point during the review and approval process, the application is considered null and void.

- ☐ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   Requesting land use change FROM CI to I

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) _____
   b. Objective(s) Five Objective 1
   c. Policy(ies) Policy 1.2

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   The west half of Lot 3, And all of Lot 4, Less the 25 foot road right of way Desoto Industrial Park Phase 1, according to the map or plat there of As recorded in Plat Book 15, page 3, Public Records of Highlands County, Florida

6. **Street Address(es) of Property Covered by the Application:**
   11400 US 98 Sebring, Fl. 33876

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** N/A

8. **Existing Zoning District:** B-3 **Existing Future Land Use Classification:** CI

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   VACANT

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 374 feet, (depth) 240 feet, road frontage 614 feet, water frontage 0 feet, **Total acres:** 2.06

If different from the total acreage, the developable portion is _____ +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☐ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Warehouse stor/Dist	I	I-2
South	Cropland	AG	AU
East	Vacant Commercial	CI	B-3
West	open storage/lightman	CI	I-1

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** TBD

16. **Residential Density:** The proposed density is 0 units per acre.

17. **Intensity:** The proposed intensity is TBD square feet at ____ Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the Sebring Utilities water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available.

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

If No, the proposed development will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. (*See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

5. Notarized authorization for agent to submit petition, as applicable (Form B)
6. Public Utility Information Request Sample Letter
7. Public School Information Request Sample Letter
8. Application Due Dates
9. Fee Schedule

PRELIMINARY CONCURRENCY EVALUATION

ENGINEERING INFORMATION ON THIS PAGE IS TO BE SECURED BY THE APPLICANT.

Traffic Levels of Service: Roadway Level of Service Standards are established by TE Policy 8.2. THE APPLICANT IS RESPONSIBLE FOR SECURING FROM THE COUNTY ENGINEER OR DESIGNEE A DETERMINATION AS TO WHETHER A COMPREHENSIVE PLAN TRAFFIC STUDY IS REQUIRED FOR THIS AMENDMENT. If a Land Development Traffic Assessment (LDTA) or Comprehensive Plan Amendment Impact Study (TIS) is not required, this application is to be endorsed confirming clearance: (to be circled by Reviewer)

A. Small Project: No Traffic Impact Study Required.

B. Minor Land Development Traffic Assessment or Comprehensive Plan Amendment Traffic Impact Study: A development which generates 150 but less than or equal to 1,000 average daily trips.

   1. Required with this application.

   2. Required at the time of development

C. Major Land Development Traffic Assessment or a Comprehensive Plan Amendment Traffic Impact Study: A development which generates more than 1,000 average daily trips.

   1. Required with this application

   2. Required at the time of development

D. TRAFFIC STUDY REQUIRED AT THE TIME OF DEVELOPMENT

3/16/2023 — Reviewer's Signature — Date

3-16-23 — County Engineer's Signature — Date

JOHN SHOOP, MAYOR

COUNCIL:
CHARLIE LOWARNCE, PRESIDENT
TOM DETTMAN, PRO-TEMPORE
ROLAND BISHOP
LENARD CARLISLE
MARK STEWART

SEBRING
CITY ON THE CIRCLE

321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

February 16, 2022

Reference: 11400 US 98
C-13-35-29-040-0000-0040

To Whom it May Concern:

Per your request, this letter will serve as official notification from the City of Sebring confirming adequate water service availability for the above referenced location.

Please let me know if you have any questions or if I may be of any further assistance.

Sincerely,

Cathy Retterer
Administrative Assistant
City of Sebring
Utilities Department

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Michael Damboise, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. X

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

_____
Print Name: Michael K Damboise

_____
Print Name: _____

Investment Group Limited, LLC
a LLC corporation.
By: Michael Damboise
Print Name: _____
Title: Partner

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of March, 2023, by Michael K Damboise who is personally known by me [ ] or who has produced Florida DL D512-55-164-062-0 as identification and who did take an oath:

Matthew M Donegan
Signature

Matthew M Donegan
Print Name

MATTHEW MARTIN DONEGAN
Notary Public - State of Florida
Commission # HH 311021
My Comm. Expires Sep 12, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: Sept. 12, 2026

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company
INVESTMENT GROUP LIMITED, LLC

Filing Information

Document Number	L21000454134
FEI/EIN Number	87-3180571
Date Filed	10/18/2021
Effective Date	10/11/2021
State	FL
Status	ACTIVE

Principal Address

6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Mailing Address

6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Registered Agent Name & Address

COYE, TANYA Y
6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Authorized Person(s) Detail

Name & Address

Title MGR

COYE, DAVID H, JR
PO BOX 696
ZOLFO SPRINGS, FL 33890

Title MGR

DAMBOISE, MICHAEL K
6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Title MGR

256

WALDRON, KEATLEY D
4015 STILES LANE
SEBRING, FL 33875

Title MGR

BARKLEY, FRED S
6517 COTTAGE LANE
SAINT CLOUD, FL 34771

Title MGR

COYE, TANYA Y
PO BOX 696
ZOLFO SPRINGS, FL 33890

Annual Reports

Report Year	Filed Date
2022	03/10/2022

Document Images

03/10/2022 -- ANNUAL REPORT	View image in PDF format
10/18/2021 -- Florida Limited Liability	View image in PDF format

Highlands County, Florida
Development Services Department Application

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for Wanda Phillips to be the applicant for this REZONING.

Michael Damboise
Print Name of Owner

Signature of Owner

6134 State Road 66
Address: Number and Street (P.O. Box)

Zolfo Springs FL 33890
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

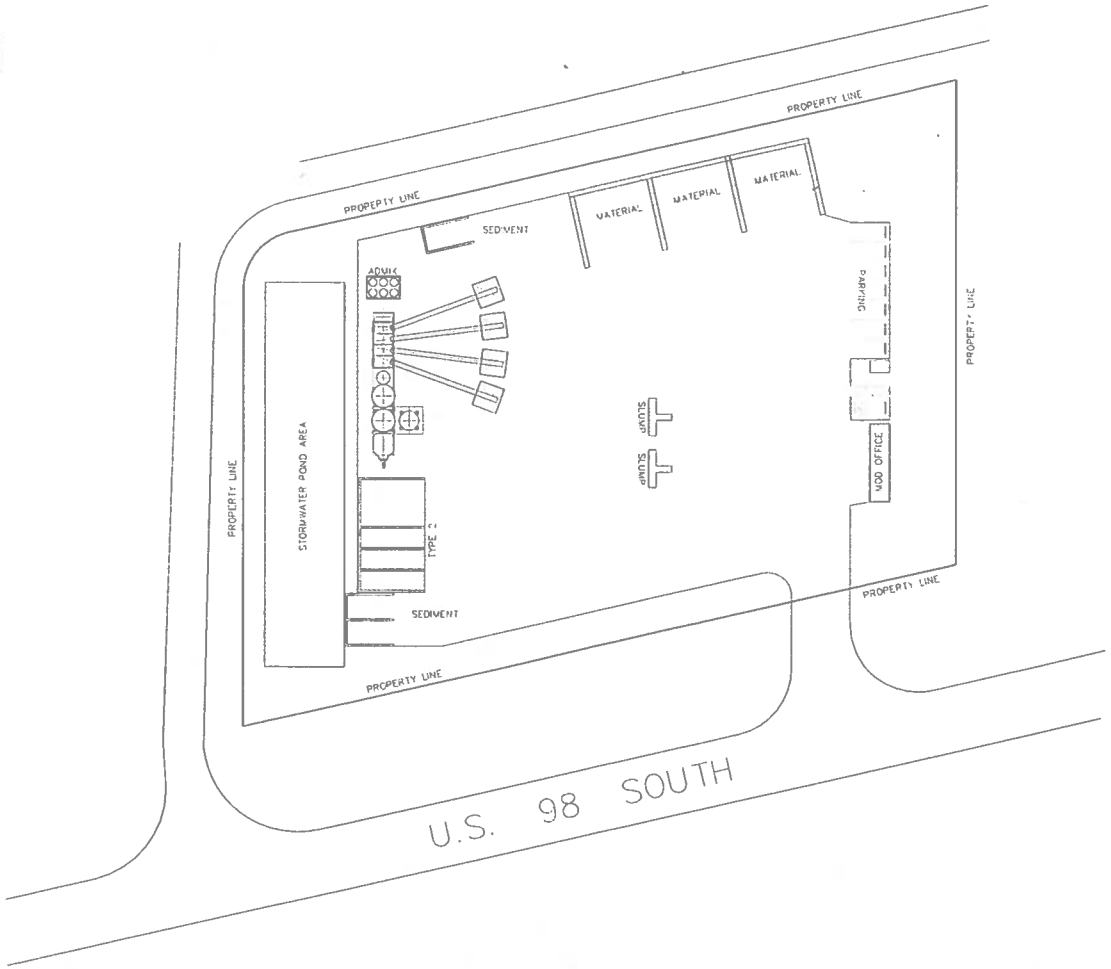
The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of March, 2023, by Michael K. Damboise who is personally known by me ☒ or who has produced Florida Drivers License, as identification and who did take an oath:
D 512-551-64-662-0

Signature

Matthew M Donegan
Print Name

MATTHEW MARTIN DONEGAN
Notary Public - State of Florida
Commission # HH 311021
My Comm. Expires Sep 12, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: Sept. 12, 2026



SITE PLAN
1" = 30'-0"

CONTRACTOR SHALL FIELD VERIFY ALL CONSTRUCTION PRIOR TO BIDDING. THIS PLAN MAY NOT REFLECT ALL CONSTRUCTION OBSTACALES, ACCESS, DEWATERING, LOCAL PERMITTING, ETC. THAT MAY BE REQUIRED

CALL 72 HOURS BEFORE YOU DIG
It's the Law!
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

NO	REVISION	BY	DATE

PRELIMINARY SITE PLAN

PLAN SCALE
AS SHOWN

PAT PHILLIPS

11400 U.S. HWY. 98
SEBRING, FLORIDA

DESIGNED		FILE NAME	
DRAWN	SG		
CHECKED	AS	DATE 8/8/22	SHEET 1 OF 1

The West half of Lot 3, and all of Lot 4, less the 25 foot road right of way, DESOTO INDUSTRIAL PARK PHASE I, according to the map or plat thereof as recorded in Plat Book 15, Page 3, Public Records of Highlands County, Florida.

«Back Transaction Search › Order # 6838290

Order

Order Id	6838290
Partner	Highlands County BOCC
Product	paynow
Origin	Govt Services
Order Date	03/16/2023 14:37:26
Amount	$1,552.50
Settle Date	03/16/2023 14:37:28
Settle Amount	$1,552.50
Status	Closed

Customer

User Name	
Contact Name	
Phone Number	863-557-0466
Phone Number2	
Email Address:	pnptransport@hotmail.com
IP Address	50.239.62.46
Address	PO Box 1313 Davenport, FL 33836 US

Payment Implementation

Payment Method	Credit Card
Credit Card	visa ending in 7662
Name on Card	Wanda J Phillips
Expiry	12/2025

Order Items

ID	Item	Type	Authorization			Settlement			Refund
			Price	Qty	Total	Price	Qty	Total	
12553946	Zoning Payment Name :	GENERAL	$1,500.00	1	$1,500.00	$1,500.00	1	$1,500.00	
12553948	Service Fee 3.5%	FEE	$52.50	1	$52.50	$52.50	1	$52.50	

ID	Item	Type	Authorization			Settlement			Refund
			Price	Qty	Total	Price	Qty	Total	
	Processing Fee :								

ID	Item	File ID	Batch ID	Amount	Disburse Date

No records found.

ID	Date	Type	Amount	Status
13309343	03/16/2023 14:37:26	AUTH	$1,552.50	SUCCESS
13309346	03/16/2023 14:37:27	PAYMENT	$1,552.50	SUCCESS

Date	Type	Comment	User Name

No records found.

Civitek All Rights Reserved

ZONING/ DEVELOPMENTS RECEIPT

****

STRAP NBR : C-13-35-29-040-0000-0040
PROJECT : 23030011
RECEIPT # : 45000001308
RECEIPT DATE : 03/16/2023
RECEIVED BY : rbarry
REC'D. FROM : WANDA PHILLIPS
EXP (YMD) :
C/S :

ADDRESS : 11400 US 98
PRINT DATE : 03/16/2023
PRINT TIME : 15:23:56
OPERATOR : rbarry
COPY # : 1
CASH DRAWER: 45

NOTES : 45000001308

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
ZCSPR	FLAT RATE	1.00	1500.00	0.00	1500.00	0.00
TOTAL PROJECT :			1500.00	0.00	1500.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CREDIT CARD	1,500.00	6838290
TOTAL RECEIPT :	1,500.00	

ORDINANCE NO. 22-23-25

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-13-35-29-040-0000-0040; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 163.3167 empowers the Highlands County Board of County Commissioners to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-13-35-29-040-0000-0040 (Property), has requested a change to the Property which requires an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission, held a duly noticed public hearing on May 9, 2023, to review the small-scale amendment to the Property, identified by CPA-23-617SS, which proposes a change to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission recommended approval of CPA-23-617SS and adoption of the subject Future Land Use Map amendment; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-617SS, is consistent with the patterns of existing development within this area of the County and is compatible with the surrounding land uses; and

WHEREAS, the County has determined that the proposed Future Land Use Map amendment, CPA-23-617SS, is consistent with the goals, objectives and policies of the Plan; and

WHEREAS, the County has determined that Environmental clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed Future Land Use Map amendment, CPA-23-617SS; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed Future Land Use Map amendment, CPA-23-617SS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, the County has determined that the Property that is the subject of CPA-23-617SS is not located within an area of critical state concern; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of development.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-13-35-29-040-0000-0040 consisting of approximately 2.06 acres and more particularly described as:

> The west half of Lot 3 and all of Lot 4, less the 25-foot road right-of-way, Desoto Industrial Park Phase 1, according to the map or plat thereof as recorded in Plat Book 15, Page 3, Public Records of Highlands County, Florida.

is hereby changed from "Commercial/Industrial Mixed Use" to "Industrial".

B. The Future Land Use Map of the Plan is hereby amended to reflect that the land use for the Property is Industrial.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-23-617SS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3187, the subject small-scale Future Land Use Map amendment shall become effective 31 days after adoption of this Ordinance by the County, unless otherwise challenged within 30 days after said adoption. In the event of a timely challenge, the subject small-scale Future Land Use Map amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission issues a final order determining that the adopted small-scale Future Land Use Map amendment is in compliance with the Plan.

DONE AND ADOPTED this 20th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2126, changing the Official Zoning Atlas for an approximate 2.06-acre parcel, from Business District (B-3) to Industrial District (I-2).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 2.06-acre parcel, from Business District (B-3) to Industrial District (I-2). The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a Future Land Use Map Amendment from Commercial/Industrial Mixed Use (CI) to Industrial (I), CPA-23-617SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2126 as presented.

RECOMMENDED ACTION

Move to adopt by Resolution 22-23-122, P&Z 2126, changing the Official Zoning Atlas for an approximate 2.06 acres from Business District (B-3) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2126 for BCC Phillips.pdf
Application P&Z 2126 - Phillips.pdf
Resolution P&Z 2126 - Phillips.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 6/20/2023
Case Number: P&Z 2126	**Case Name:** Phillips I-2 Zoning Change
Agent: N/A	**Property Owner:** Wanda Phillips
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 2.06-acre parcel, from Business District (B-3) to Industrial District (I-2)

General Location: An approximate 2.06-acre parcel located in the Desoto Industrial Park Phase 1, located on the north side of US 98, approximately 1 mile west of Haywood Taylor Boulevard, 1.37 miles southwest of Kenilworth Boulevard, and 2.17 miles east of US 27; the address being 11400 US 98, Sebring

PARCEL ID: C-13-35-29-040-0000-0040

Staff Recommendation:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 22-23-122, P&Z 2126, changing the Official Zoning Atlas for an approximate 2.06 acres from Business District (B-3) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2126, changing the Official Zoning Atlas for approximately 2.06 acres from Business District (B-3) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the May 9, 2023 DRAFT P&Z Minutes and Recommendation to the BCC: "C. HEARING NUMBER P&Z 2126 – WANDA PHILLIPS** An approximate 2.06-acre parcel located in the Desoto Industrial Park Phase 1, located on the north side of US 98, approximately 1.00 mile west of Haywood Taylor Boulevard, 1.37 miles southwest of Kenilworth Boulevard, and 2.17 miles east of US 27; the address being 11400 US 98, Sebring; and legally described as follows: The west half of Lot 3 and all of Lot 4, less the 25-foot road right-of-way,

Desoto Industrial Park Phase 1, according to the map or plat thereof as recorded in Plat Book 15, Page 3, Public Records of Highlands County, Florida.

The Applicant is requesting a zoning change from Business District (B-3) to Industrial District (I-2). Mrs. Hunnicutt read the request and Mr. Garcia and Mr. Phillips presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Roberts and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2126, changing the Official Zoning Atlas for approximately 2.06 acres from Business District (B-3) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 2.06-acre parcel, from B-3 to I-2.

The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a Future Land Use Map Amendment from Commercial/Industrial Mixed Use (CI) to Industrial (I), CPA-23-617SS.

2. Notices to Surrounding Property Owners.

On April 5, 2023, notices were mailed to 13 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant Commercial	CI	B-3
Adjacent Property to the North	Vacant Industrial/Warehouse Storage & Distribution	I	I-2
Adjacent Property to the South	Cropland	Agriculture (AG)	Agricultural District (AU)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Open Storage	CI	B-3
Adjacent Property to the West	Vacant Commercial	I	Industrial District (I-1)

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.8, Commercial/Industrial Mixed Use (CI) and Policy 1.2.D.10, Industrial (I).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.242: Business District (B-3) and Section 12.05.252: Industrial District (I-2).

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Zoning Division: The staff has no objection to this request.

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the commercial development review process and additional requirements may be identified at that time. **Please note,** access to the site shall be limited to Fox Trail via the existing turn lane from US 98 to Deer Trail East to the connection onto Fox Trail.

Florida Department of Health: No objection. Any septic systems permitted in industrially zoned lots must receive an Annual Operating Permit from the Department of Health.

Highlands County Emergency Medical Services and Fire Rescue: Must comply with NFPA and the Florida Fire Prevention Code 7th edition, paying special attention to the requirement for onsite water supply sufficient to supply fire hydrants and that proper access is provided for fire apparatus.

2. The following Departments, Divisions, and Agencies offered no comment: Sebring Airport Authority.

3. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, and Highlands County Natural Resources.

4. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 80 and 90 feet.
2. **Soils:** The soil underlying the site is *Pomello Sand, 0 to 5% slopes.* The available water capacity is very low, with a moderately rapid permeability. This soil is nearly level to moderately sloping, and somewhat poorly drained. The moderate limitations for most urban uses due to a seasonal high water table can be easily overcome by water control systems.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of B-3.
4. **Proposed Zoning Designation:** The proposed zoning designation is I-2.
5. **Current Intensity:** The current zoning allows a maximum intensity of up to 0.80 Floor Area Ratio (FAR).
6. **Proposed Intensity:** The proposed zoning allows a maximum of 1.00 FAR.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a concrete mixing plant.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development, if impacting more than two acres.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of "X", for areas located outside the Special Flood Hazard Areas, and a flood zone designation of "AE", for areas located inside a special flood hazard area, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0242C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.

6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is located within the conical surface area of the Sebring Regional Airport as designated by Chapter 2.1 of the Highlands County Code of Ordinances. All regulations of Chapter 2.1 as well as FAA regulations shall be met.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** Access to the site shall be limited to Fox Trail via the existing turn lane from US 98 to Deer Trail East to the connection onto Fox Trail.
5. **Railroad Access:** The site is located within a close proximity to the Seaboard Coast Line railroad tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development.

F. **Schools:** The permitted uses within the Industrial Future Land Use designation are industrial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

G. **Airports:** The subject property is located approximately 14.2 miles southeast of the Avon Park Executive Airport and 3.0 miles southwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change. However, if the development will impact more than two acres of Xeric Upland habitat, Environmental Clearance will be required at the time of development.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2126, changing the Official Zoning Atlas for approximately 2.06 acres from Business District (B-3) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

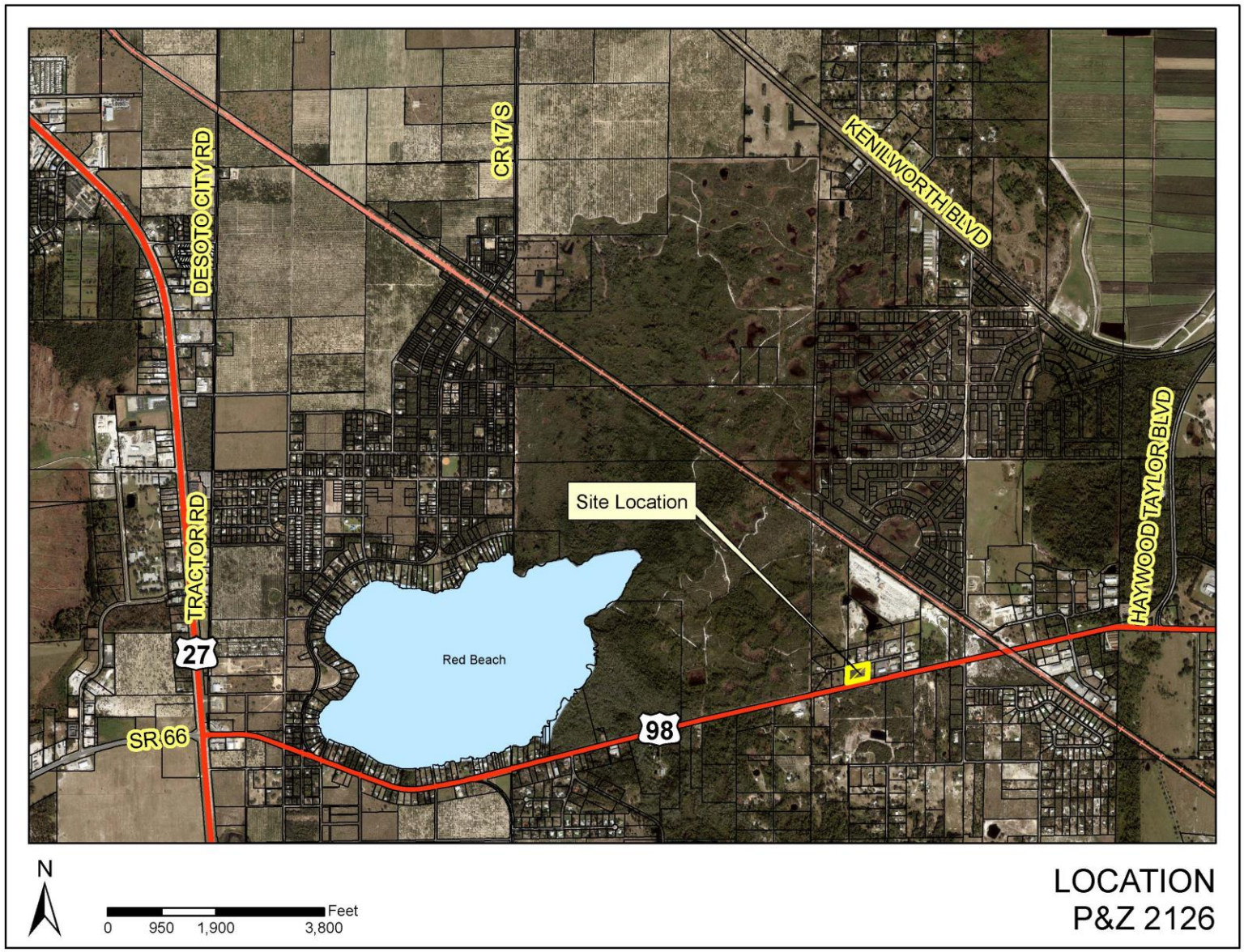

DESOTO CITY RD
CR 17 S
KENILWORTH BLVD
HAYWOOD TAYLOR BLVD
TRACTOR RD
Site Location
Red Beach
27
SR 66
98
N
0
950
1,900
3,800
Feet
LOCATION
P&Z 2126

Exhibit 2:

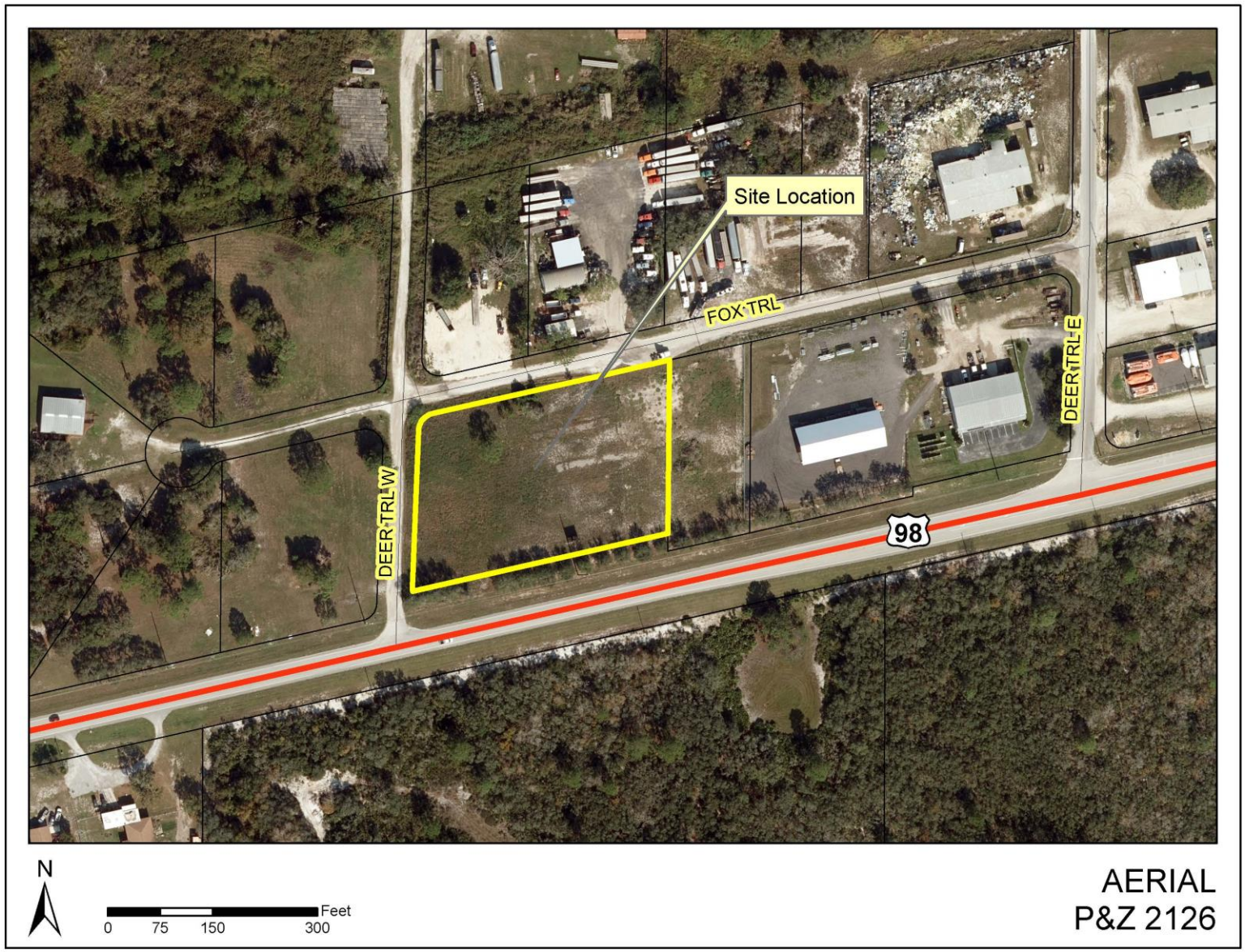

Site Location
FOX TRL
DEER TRL W
DEER TRL E
98
N
0
75
150
300
Feet
AERIAL
P&Z 2126

Exhibit 3:

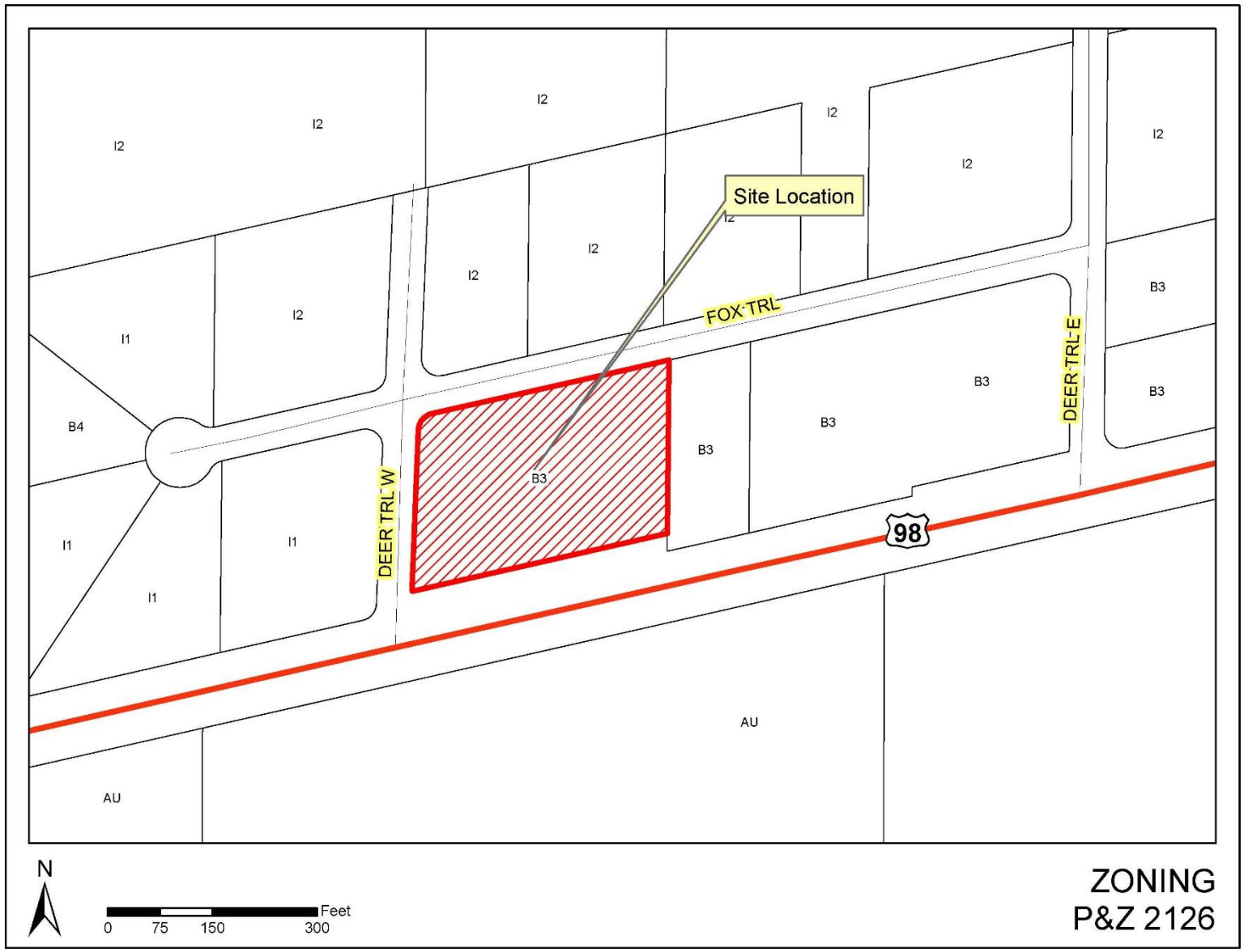
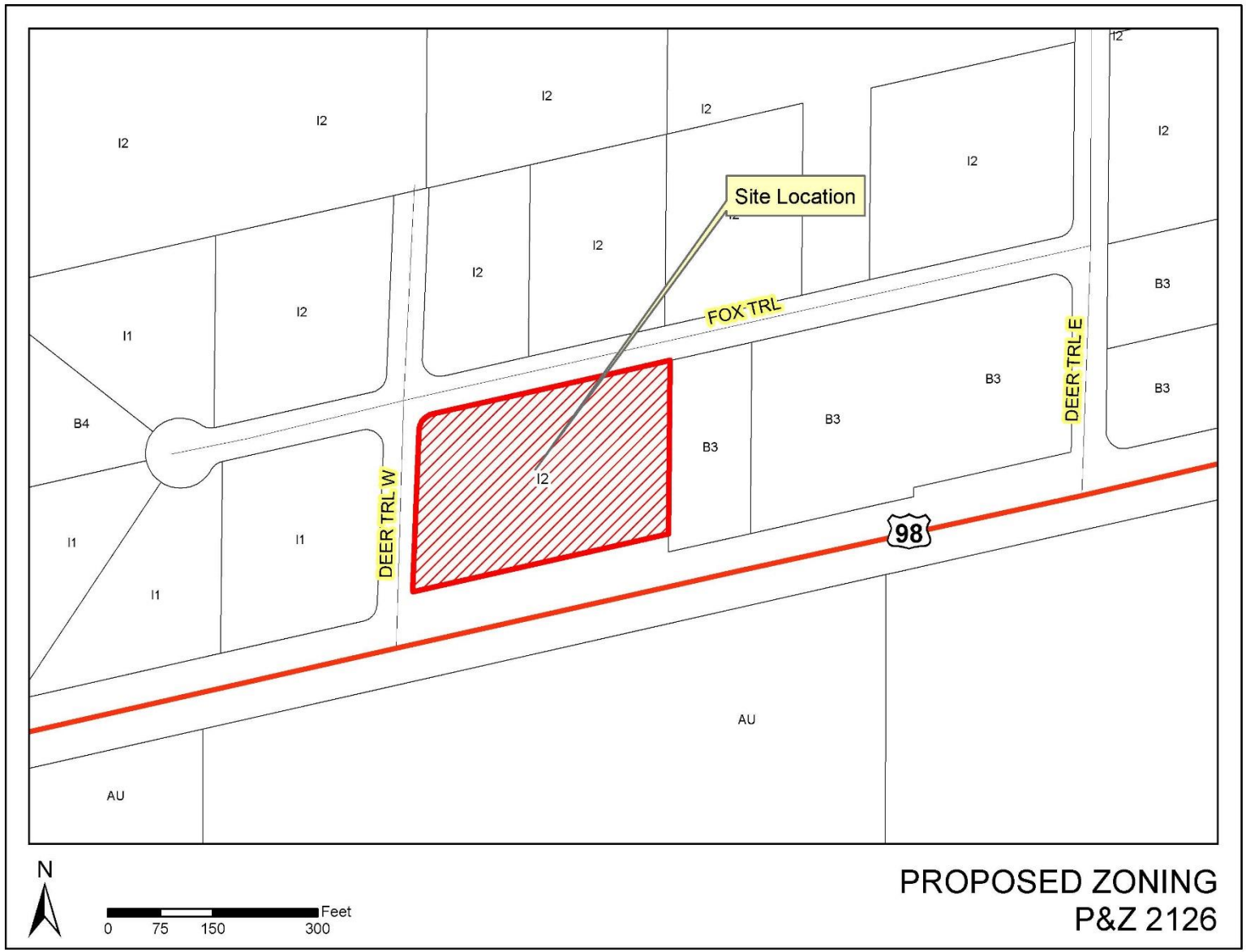

Site Location
FOX TRL
DEER TRL W
DEER TRL E
98
I2
I1
B4
B3
AU
N
0
75
150
300
Feet
ZONING
P&Z 2126

Exhibit 4:


Site Location
FOX TRL
DEER TRL W
DEER TRL E
98
I2
I1
B4
B3
AU
N
Feet
0
75
150
300
PROPOSED ZONING
P&Z 2126

Highlands County, Florida
Zoning Change Application

Zoning change from: B-3
Zoning change to: I-2

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

Project No. 23030010

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: PZ 2126 **Date of Application:** 3/16/2023
Amount of Fee: $ 1950.00 **Receipt No.:** 43000000147 **Tax Map No.:** 113-A
Hearing Dates: LP: _____ **P&Z:** 05/09/2023 **BCC:** 06/20/2023

****

This application has been reviewed for completeness and determined sufficient:

_____ 3/21/2023
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Investment Group Limited, LLC
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Wanda Phillips
   Mailing Address: 3984 POLK CITY RD, HAINES CITY, FL 33844
   Telephone No.: 863-557-0466 **E-Mail Address:** pnptransport@hotmail.com

NOTARIZED AUTHORIZATION:

- ☐ If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.
- ☐ If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. DESOTO INDUSTRIAL PARK PHASE 1 PB 15 PG 3 LOT 4 + W 1/2 LOT 3 -LESS SLY 25 FT RD R/W 2.06 ACRES
   The West half of Lot 3, and All of Lot 4, less the 25 foot road right of way, DESOTO INDUSTRIAL PARK PHASE 1, according to the map or plat thereof AS recorded in Plat Book 15, Page 3, Public Records of Highlands County, Florida

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-13-35-29-040-0000-0040 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 11400 US 98 SEBRING, FL 33876

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B-3 **Existing Land Use Classification:** ~~VACANT~~ COMMERCIAL / Industrial Mixed use
   Are the Zoning and Comprehensive Plan Consistent? ☒Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 374 feet, (depth) 240 feet, street frontage 614 feet, water frontage _____ feet, **Total acres** 2.06
   If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ☒No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

   If multiple units, the number of dwellings per building/number of buildings: _____

9. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** ☐Yes ☒No **If yes,** please submit a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. **Vesting:** Is the property vested for specific property rights? ☐Yes ☒No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: _____

11. **Has a public hearing been held on this property within the last 12 months?** ☐Yes ☒No **If Yes,** in whose name and when? _____

12. **Is this hearing being requested as a result of a code violation notice?** ☐Yes ☒No **If Yes,** explain. _____

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	WAREHOUSE STOR/DIST	I	I-2
South	CROPLAND	AG	AU
East	VACANT COMMERCIAL	CI	B-3
West	OPEN STORAGE/LIGHT MANUFACTURE	CI	I-1

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Need I-2 for concrete plant.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** TBD

16. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) _____ square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building _____ divided by Parcel size _____ = FAR _____%

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑Yes ☐No WP
    If Yes, the potable water system requirements will be accommodated by the ~~Well~~ Service Utilities water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ■No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the ~~County~~ Waste Connection refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: N/A

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☑Yes ☐No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☑**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☑**Yes** ☐**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Michael Damboise, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. X

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

_____
Print Name: Michael K Damboise

_____
Print Name: _____

Investment Group Limited, LLC
a LLC corporation.
By: Michael Damboise
Print Name: _____
Title: Partner

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15th day of March, 2023, by Michael K Damboise who is personally known by me [ ] or who has produced Florida DL D512-55-164-062-0 as identification and who did take an oath:

Matthew M Donegan
Signature

Matthew M Donegan
Print Name

MATTHEW MARTIN DONEGAN
Notary Public - State of Florida
Commission # HH 311021
My Comm. Expires Sep 12, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: Sept. 12, 2026

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
INVESTMENT GROUP LIMITED, LLC

Filing Information

Document Number	L21000454134
FEI/EIN Number	87-3180571
Date Filed	10/18/2021
Effective Date	10/11/2021
State	FL
Status	ACTIVE

Principal Address

6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Mailing Address

6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Registered Agent Name & Address

COYE, TANYA Y
6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Authorized Person(s) Detail

Name & Address

Title MGR

COYE, DAVID H, JR
PO BOX 696
ZOLFO SPRINGS, FL 33890

Title MGR

DAMBOISE, MICHAEL K
6134 STATE ROAD 66
ZOLFO SPRINGS, FL 33890

Title MGR

WALDRON, KEATLEY D
4015 STILES LANE
SEBRING, FL 33875

Title MGR

BARKLEY, FRED S
6517 COTTAGE LANE
SAINT CLOUD, FL 34771

Title MGR

COYE, TANYA Y
PO BOX 696
ZOLFO SPRINGS, FL 33890

Annual Reports

Report Year	Filed Date
2022	03/10/2022

Document Images

03/10/2022 -- ANNUAL REPORT	View image in PDF format
10/18/2021 -- Florida Limited Liability	View image in PDF format

Highlands County, Florida
Development Services Department Application

FORM A. Property Owner Authorization to Applicant

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for Wanda Phillips to be the applicant for this REZONING.

Michael Damboise
Print Name of Owner

Signature of Owner

6134 State Road 66
Address: Number and Street (P.O. Box)

Zolfo Springs FL 33890
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of March, 2023, by Michael K. Damboise who is personally known by me ☒ or who has produced Florida Drivers License D 512-551-64-662-0, as identification and who did take an oath:

Signature

Matthew M Donegan
Print Name

MATTHEW MARTIN DONEGAN
Notary Public - State of Florida
Commission # HH 311021
My Comm. Expires Sep 12, 2026
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: Sept. 12, 2026

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Wanda Phillips, being first duly sworn, depose and say that I am the **ATTORNEY-IN-FACT, AGENT or LESSEE** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

Wanda Phillips
Print Name of Agent

Signature of Agent

3984 old Polk City Rd
Address: Number and Street (P.O. Box)

Haines City fl 33844
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 16th day of March, 2023 by Wanda Phillips who is personally known by me ☐ or who has produced FL DL, as identification and who did take an oath:

Signature

NOTARY PUBLIC STATE OF FLORIDA
RACHEL BARRY
MY COMMISSION # GG910802
EXPIRES: September 10, 2023

Rachel Barry
Print Name

Notary Public, State of Florida
My Commission Expires: 9/10/23

JOHN SHOOP, MAYOR

COUNCIL:
CHARLIE LOWARNCE, PRESIDENT
TOM DETTMAN, PRO-TEMPORE
ROLAND BISHOP
LENARD CARLISLE
MARK STEWART

SEBRING
CITY ON THE CIRCLE

321 N MANGO ST.
SEBRING, FL 33870
(863) 471-5112
(863) 471-5148 (FAX)

KATHY HALEY, CMC
CITY CLERK/TREASURER

SCOTT NOETHLICH
CITY ADMINISTRATOR

BOB BOGGUS
UTILITIES DIRECTOR

February 16, 2022

Reference: 11400 US 98
C-13-35-29-040-0000-0040

To Whom it May Concern:

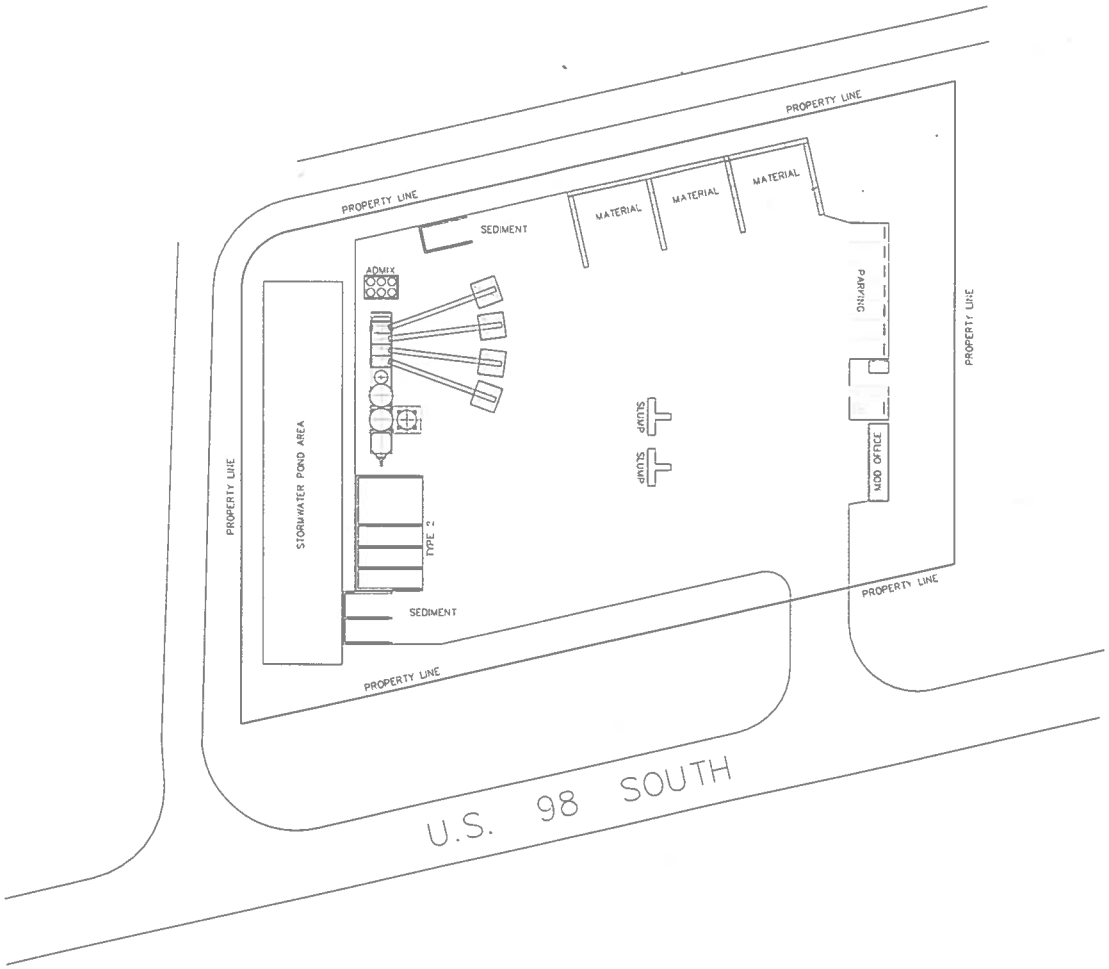
Per your request, this letter will serve as official notification from the City of Sebring confirming adequate water service availability for the above referenced location.

Please let me know if you have any questions or if I may be of any further assistance.

Sincerely,

Cathy Retterer
Administrative Assistant
City of Sebring
Utilities Department

The West half of Lot 3, and all of Lot 4, less the 25 foot road right of way, DESOTO INDUSTRIAL PARK PHASE I, according to the map or plat thereof as recorded in Plat Book 15, Page 3, Public Records of Highlands County, Florida.



SITE PLAN
1" = 30'-0"

NO	REVISION	BY	DATE

PRELIMINARY SITE PLAN

PLAN SCALE AS SHOWN

PAT PHILLIPS

11400 U.S. HWY. 98
SEBRING, FLORIDA

CONTRACTOR SHALL FIELD VERIFY ALL CONSTRUCTION PRIOR TO BIDDING. THIS PLAN MAY NOT REFLECT ALL CONSTRUCTION OBSTACALES, ACCESS, DEWATERING, LOCAL PERMITTING, ETC. THAT MAY BE REQUIRED

CALL 72 HOURS BEFORE YOU DIG
It's the Law!
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC

DESIGNED			FILE NAME
DRAWN	SG		
CHECKED	AS		DATE 8/8/22 — SHEET 1 OF 1

RESOLUTION NO. 22-23-122

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-13-35-29-040-0000-0040; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS 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, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-13-35-29-040-0000-0040 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering industrial objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

WHEREAS, the County has determined that the proposed zoning change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by the Highlands County Property Appraiser through Parcel ID# C-13-35-29-040-0000-0040 and more particularly described as:

> The west half of Lot 3 and all of Lot 4, less the 25-foot road right-of-way, Desoto Industrial Park Phase 1, according to the map or plat thereof as recorded in Plat Book 15, Page 3, Public Records of Highlands County, Florida.

is hereby changed from Business District (B-3) to Industrial District (I-2).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Industrial District, I-2.

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 P&Z 2126, 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 after Highlands County Ordinance 22-23-25, adopting a small-scale comprehensive plan amendment, CPA-23-617SS, changing the land use designation on the Property from Commercial/Industrial Mixed Use (CI) to Industrial (I).

DONE AND ADOPTED, this 20th day of June 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Mr. Chris Campbell, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Public hearing to consider the adoption of an additional 1% to the Tourist Development Tax collection, increasing the total collections to 5%.**

STATEMENT OF ISSUE

On June 8, 2023 at a special meeting the Highlands County Tourist Development Council (TDC) voted unanimously to recommend to the Board of County Commissioners the adoption of Ordinance No. 22-23-24. This proposed ordinance provides for modifications to the Tourist Development Tax (TDT) collections, increasing the tax from 4% to 5%.

The TDT is paid by visitors staying in Highlands County for 6 months or less. Residents do not contribute to the TDT.

RECOMMENDED ACTION

Move to adopt by Ordinance No. 22-23-24, increasing the Tourist Development Tax collections for Highlands County by 1%, increasing the total Tourist Development Tax to 5%.

FISCAL IMPACT

The Fiscal Impact would be a one percent increase to Fund 152 (Tourist Development Trust).

Attachments: ORDINANCE 6th Penny_SGS.pdf

ORDINANCE NO. 22-23-24

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE TOURIST DEVELOPMENT TAX AND THE TOURIST DEVELOPMENT PLAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AN AMENDMENT TO HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 8, ARTICLE VI, TOURIST DEVELOPMENT, DIVISION 3, TOURIST DEVELOPMENT TAX, SECTION 8-220, LEVY AND IMPOSITION OF TOURIST DEVELOPMENT TAX; PROVIDING AN AMENDMENT TO HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 8, ARTICLE VI, TOURIST DEVELOPMENT, DIVISION 3, TOURIST DEVELOPMENT TAX, SECTION 8-222, TOURIST DEVELOPMENT PLAN; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 125.0104, the Florida Local Option Tourist Development Act, permits a County to levy tourist development taxes in the manner prescribed therein; and

WHEREAS, on February 14, 1995, Highlands County adopted Ordinance No. 95-4, establishing the Highlands County Tourist Development Council as prescribed by Florida Statutes, Section 125.0104(4)(e); and

WHEREAS, on June 25, 2002, Highlands County adopted Ordinance No. 01-02-20, which levied and imposed a tourist development tax at the rate of two percent (2%) pursuant to Florida Statutes, Section 125.0104(3)(c), adopted a tourist development plan as proposed by the Highlands County Tourist Development Council and provided for a referendum; and

WHEREAS, on November 5, 2002, the voters of Highlands County approved the tourist development tax by referendum election; and

WHEREAS, on June 5, 2018, Highlands County adopted Ordinance No. 17-18-13, which levied and imposed a tourist development tax at an additional rate of one percent (1%) pursuant to Florida Statutes, Section 125.0104(3)(d) and at an additional rate of one percent (1%) pursuant to Florida Statutes, Section 125.0104(3)(l)(4) and adopted an amended tourist development plan as proposed by the Highlands County Tourist Development Council; and

WHEREAS, the Highlands County Tourist Development Council has once again recommended that Highlands County adopt a tourist development tax at an additional rate of one percent (1%) pursuant to Florida Statutes, Section 125.0104(3)(m) and to amend the tourist development plan accordingly for a total tourist development tax of five percent (5%); and

WHEREAS, Highlands County has determined that it is in the best interest of its citizens to approve the recommendation of the Highlands County Tourist Development Council and increase the tourist development tax from four percent (4%) to five percent (5%) and amend the tourist development plan accordingly.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 8, ARTICLE VI, TOURIST DEVELOPMENT, DIVISION 3, TOURIST DEVELOPMENT TAX, SECTION 8-220, LEVY AND IMPOSITION OF TOURIST DEVELOPMENT TAX. Highlands County Code of Ordinances, Chapter 8, Article VI, Tourist Development, Division 3, Tourist Development Tax, Section 8-220, Levy and Imposition of Tourist Development Tax is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

DIVISION 3. TOURIST DEVELOPMENT TAX

Sec. 8-220. Levy and Imposition of Tourist Development Tax.

(a) Pursuant to the authority of Section 125.0104, Florida Statutes, Highlands County does levy and impose throughout the incorporated and unincorporated areas of Highlands County, Florida, a tourist development tax at a rate of ~~four~~ five percent (5%) of each dollar and major fraction of each dollar of the total consideration charged every person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home park, recreational vehicle park, or condominium which renting, leasing, or letting is for a term of six (6) months or less, unless exempted according to the provisions of Chapter 212, Florida Statutes. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary consideration. The ~~four~~ five percent (5%) tourist development tax is comprised of the following components authorized by the provisions of Florida law as ~~Statutes (2018)~~ identified below:

(1) The two percent (2%) levy authorized by F.S. § 125.0104(3)(c), providing for uses authorized by F.S. § 125.0104(5);

(2) The one percent (1%) levy authorized by § 125.0104(3)(d), providing for asset development and enhancement; and

(3) The one percent (1%) levy authorized by § 125.0104(3)(l)(4), providing for the promotion and advertisement of tourism; and

(4) The one percent (1%) levy authorized by § 125.0104(3)(m), providing for the promotion and advertisement of tourism.

***

SECTION 3. AMENDING HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 8, ARTICLE VI, TOURIST DEVELOPMENT, DIVISION 3, TOURIST DEVELOPMENT TAX, SECTION 8-222, TOURIST DEVELOPMENT PLAN. Highlands County Code of Ordinances, Chapter 8, Article VI, Tourist Development, Division 3, Tourist Development Tax, Section 8-222, Tourist Development Plan is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

DIVISION 3. TOURIST DEVELOPMENT TAX

Sec. 8-222. Tourist Development Plan.

(a) The Tourist Development Plan approved by Highlands County Ordinance No. 17-18-13 is hereby repealed in its entirety and replaced with the Tourist Development Plan attached to Highlands County Ordinance No. 22-23-24, as **Exhibit "A"**. ~~The plan for tourist development adopted by and attached to Highlands County Ordinance No. 01-02-20 as Exhibit "A" was amended by Highlands County Ordinance No. 11-12-01, effective January 1, 2012, and by Highlands County Ordinance No. 12-12-01, effective November 1, 2012; Ordinance No. 12-13-16, effective October 1, 2013; and was further amended by Highlands County Ordinance No. 17-18-13 effective August 1, 2018.~~

(b) The Tourist Development Plan ~~plan for tourist development~~ as amended, ~~and~~ adopted by and attached to Highlands County Ordinance No. 22-23-24~~17-18-13~~, as **Exhibit "A"**, shall not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the Board of County Commissioners.

(c) Subject to the limitations of Section 125.0104, Florida Statutes, and the ~~plan for tourist development~~ Tourist Development Plan attached to Highlands County Ordinance No.22-23-24~~17-18-13~~, as **Exhibit "A"**, the revenues collected pursuant to this division may be budgeted and used by the Board of County Commissioners for any of the purposes authorized ~~in Section 125.0104(5), Florida Statutes~~.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County, pertaining to the adoption of an additional tourist development tax as set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2, of this Ordinance, shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____ 2023.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairperson

ATTEST:

By:_____
Jerome Kaszubowski, Clerk

Exhibit "A"
Tourist Development Plan

PLAN FOR TOURIST DEVELOPMENT
5% LOCAL OPTION TOURIST DEVELOPMENT TAX REVENUE
Effective August 1, 2023
(Annual Revenue and Disbursements)

Estimated Tourist Development Tax (TDT) Annual Revenue with 5%: $2,000,000

Uses of Tourist Development Tax Revenue	Allocations
Use Category A (Tourist Asset Development & Enhancement) -as authorized by Florida Statutes, Section 125.0104(3)(d), and Florida Statutes, Section 125.0104(5).	**25% of TDT revenue**
Use Category B (Administration) -as authorized by Florida Statutes, Section 125.0104(5), and Florida Statutes, Section 125.0104(9), and as approved through the budget process by the Highlands County Board of County Commissioners	**TDT revenue (as specifically budgeted)**
Use Category C (Tourism Marketing/Promotions & Other Authorized Uses) -as authorized by Florida Statutes, Section 125.0104(5), Florida Statutes, Section 125.0104(3)(1), and Florida Statutes, Section 125.0104(3)(n).	**100% of remaining TDT revenue**

100 % of TDT revenue
(Collected Prior to August 1, 2023)

Allocation and Use of Tourist Development Tax Revenue, Interest, Grants, and Other Miscellaneous Revenue Collected for Months Ending Prior to August 1, 2023, and Allocated to TDC - Fund 152

Prior to August 1, 2023, five accounts existed within Fund-152-Tourist Development Trust Fund in the accounting system of the Board of County Commissioners. Effective, August 1, 2023, and thereafter:

1. The funds attributable to revenue collected for months ending prior to August 1, 2023, allocated to account 152-55000-55200-5309, together with additional funds budgeted to that account for Use Category A by the Board of County Commissioners, shall be used for the purposes described in Use Category A pursuant to this Plan for Tourist Development.

2. The funds attributable to revenue collected for months ending prior to August 1, 2023, allocated to account 152-55000-55200-5301, together with additional funds budgeted to that account for

Use Category B by the Board of County Commissioners, shall be used for the purposes described in Use Category B pursuant to this Plan for Tourist Development.

3. The funds attributable to revenue collected for months ending prior to August 1, 2023, allocated to account 152-55000-55200-5305, together with additional funds allocated to Use Category C pursuant to this Plan for Tourist Development, shall be used for the purposes described in that Use Category C.

4. The funds attributable to revenue collected for months ending prior to August 1, 2023, allocated to account 152-55000-55200-5306, designated to receive and distribute funds pertaining to the financing of beach park facilities or beach improvement, maintenance, renourishment, restoration, and erosion control, including shoreline protection, enhancement, cleanup, or restoration of inland lakes to which there is public access as those uses relate to the physical preservation of the beach, shoreline, or inland lake pursuant to Section 125.0104(5)(a)4, Florida Statutes (2013), shall be expended from that account until exhausted to provide for beach park facilities and other uses as stated above.

5. The funds attributable to revenue collected for months ending prior to August 1, 2023, allocated to account 152-55000-55200-5307, shall be expended from that account until exhausted to promote and advertise tourism related to lakes in Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **E. Laney Stearns, Public Safety Director**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-26 approving the repeal of Resolution 22-23-22 burn ban.**

STATEMENT OF ISSUE

This is a request to suspend the ordinance 22-23-22 enacting a burn ban put into effect due to the extreme drought conditions. With the recent rain, and with input from the Florida Forest Service, the need to continue the burn ban is no longer needed. Extremely dangerous conditions no longer exist with regard to wildfires, and the Board has determined that enactment of this Ordinance is in the best interest of the citizens of Highlands County due to the cessation of those extremely dangerous conditions that pertained to wildfires.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-26 approving the repeal of Resolution 22-23-22 burn ban.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Burn Ban Repeal Ordinance June 2023.SGS (1).pdf

ORDINANCE NO. 22-23-26

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE EMERGENCY DECLARATION OF A BURN BAN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF ORDINANCE 22-23-22; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Florida Constitution, Article VIII, Section 1 and Florida Statutes, Section 125.01, a County possesses the authority to conduct County government and, among other matters, the prerogative to adopt ordinances necessary to exercise of its powers and to prescribe penalties for violations of such ordinances; and

WHEREAS, based on the information presented by the Florida Forest Service and the Highlands County Fire Chief, the County determined that an emergency existed and that immediate enactment of Ordinance No. 22-23-22, was necessary in order to impose a burn ban to address the emergency conditions in Highlands County; and

WHEREAS, it was determined that the soil dryness and drought conditions which existed at the time of the adoption of Ordinance No. 22-23-22, are no longer present and are no longer conducive to wildfires; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County to rescind the burn ban imposed under Highlands County Ordinance No. 22-23-22

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Highlands County, Florida, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. REPEAL OF ORDINANCE NO. 22-23-22. Highlands County Ordinance No. 22-23-22, is hereby repealed in its entirety and shall have no further force or effect following the adoption of this Ordinance.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate

the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to repeal of Ordinance No. 22-23-22, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. **NON-CODIFICATION AND SCRIVENER'S ERRORS.** The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Chris Campbell, Chairperson

ATTEST_____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Cynthia Acevedo, Healthy Families Program Manager / Assistant Community Programs Director**
SUBJECT/TITLE:	**Request approval of Amendment #0006 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2023 through June 30, 2024.**

STATEMENT OF ISSUE

The Ounce of Prevention Fund of Florida, which oversees the Healthy Families Florida program, collaborates with the local lead entity, Highlands County Board of County Commissioners, to provide home visiting services to eligible residents of Highlands County. Contract renewal is required annually and will serve as a collaborative agreement between the parties to ensure that Healthy Families services will be administered as outlined by Healthy Families America.

RECOMMENDED ACTION

Move to approve Amendment #0006 to Subcontract Agreement 20-25-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for the grant period of July 1, 2023 through June 30, 2024.

FISCAL IMPACT

The grant award for fiscal year 2023-2024 is $322,000 and requires a minimum 25% contribution match. The cash contribution is $103,744 with additional expenses being covered through in-kind contributions.

Attachments: Highlands Amendment 6 FY 23-24 for execution 6.2.23.pdf

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT AMENDMENT

AMENDMENT #0006 FY2023-2024

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF", and Highlands County, a political subdivision of the State of Florida, (HF Highlands), hereinafter referred to as the "Provider", for the provision of Healthy Families Florida, hereinafter referred to as "HFF", is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; Staff Composition Table corrections, revised deliverables table and a revised Organizational Chart.

Amendment #0002, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-42 to #20-22-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0003, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-42 to #20-25-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0004, effective 10/1/2022 changes include: contributions re-allocated; numbers to serve decreased; Contract language as noted below; revised staffing pattern; revised staff comp table; revised deliverables table; revised budget; revised Attachment 9 – Org Chart; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Amendment #0005, effective 3/1/2023 changes include: funding movement among approved categories, revised budget with associated funding changes.

Amendment #0006, effective the latter of June 30, 2023, this renews and amends the above referenced contract as follows:

1. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.

2. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Subcontract Section **1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT**, is hereby deleted and the following is inserted in lieu thereof:

1. ENGAGEMENT, TERM AND SUBCONTRACT DOCUMENT

1.1 Purpose and Subcontract Amount

The OPFF is engaging the Provider for the purpose of providing HFF services in accordance with the terms and conditions specified in this Subcontract including all attachments and exhibits, which constitute the Subcontract document as further described in Section 2. Payable as provided in Section 3 hereof, with an annual amount not to exceed **$322,000,** subject to the availability of funds. This grant amount will cover will 2023-2024 Fiscal Year as further described in Section 3 hereof, payable as provided in Section 3.1. Fiscal Year grant amount will be contingent upon the Florida Legislature approved budgets. Any costs or services paid for under any other Subcontract or from any other source are not eligible for payment under this Subcontract.

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **$80,500,** which represents a twenty-five percent (25%) contribution towards the OPFF/ HFF grant funds for the HFF program. The 25% required contribution will apply to Fiscal Year 2023-2024. The Provider's cash and in-kind contribution for the Fiscal Year 2023-2024 subcontract period is **$176,553.77** which represents **54.8%** percent (%) of the OPFF/HFF grant funds.

1.1.1.2. If the Provider is unable to meet the minimum requirement of the cash and/or in-kind contribution, the Provider must submit a letter with this Subcontract justifying why the site is unable to meet the minimum requirement. Organizations providing cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization with the contract or amendment.

Subcontract Section **1.2** – **Official Representatives and Payee**, is hereby deleted and the following is inserted in lieu thereof:

1.2 Official Representatives and Payee

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Contract Specialist is the primary point of contact through which all contracting information flows between the OPFF and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party prior to the change.

a. Lead Agency Organization Name	Highlands County Board of County Commissioners
b. The lead agency representative name, organization name, mailing address and contact information of the official representative (the lead agency person who is to be contacted regarding the contract and also has signature authorization):	Lead Agency Representative's Name: Ingrasherese Gardner
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov
c. The lead agency representative (and secondary signee) name, organization name, mailing address and contact information of the official representative (the representatives	Lead Agency Signee Name: Laurie Hurner, County Administrator
	Address: P.O. Box 1926
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6834
	Cell Number:

approved to sign Subcontracts and amendments):	Fax Number: 863-402-6835
	E-mail: lhurner@highlandsfl.gov
	Lead Agency Secondary Signee Name: Chris Campbell, BOCC Chair
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6514
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: ccampbell@highlandsfl.gov
d. The name of contact person, address, telephone, and email address where the Provider's financial and administrative records are maintained:	Lead Agency Representative's Name: Ingrasherese Gardner
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov
e. The name of the Payee Organization (who we write the check to):	Payee Organization Name: Healthy Families Highlands
	Address: 7205 S George Blvd.
	City/State/Zip Code: Sebring, FL 33875
	Phone Number & Ext: 863-402-6628
	Fax Number: 863-402-6625
	E-mail: cacevedo@highlandsfl.gov
f. The name, address, telephone number, fax number and e-mail of the representative responsible for administration of the HFF program (this should be the Program Manager), under this Subcontract:	Program Manager's Name: Cynthia Acevedo
	Address: 7205 S George Blvd
	City/State/Zip Code: Sebring, FL 33875
	Phone Number & Ext: 863-402-6629
	Cell Number: 863-273-4473
	Fax Number: 863-402-6625
	E-mail: cacevedo@highlandsfl.gov
g. The name, address, telephone number, fax number and e-mail of the backup representative (add position title) responsible for administration of the HF program under this Subcontract:	Lead Agency Representative's Name: Ingrasherese Gardner
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500 x 6510
	Cell Number: 708-369-2981
	Fax Number: 863-402-6835
	E-mail: igardner@highlandsfl.gov
h. The contact information of the **Training Contact** is the same as the **Program Manager**	
i. The name, address, telephone number, fax number and e-mail address of the Contract Specialist for this Subcontract are:	Suzie Godfrey, HFF Subcontract Specialist
	Healthy Families Florida
	111 North Gadsden Street, Suite 100
	Tallahassee, Florida 32301-1507
	Phone: 850-488-1752 x 104
	Fax:(850-488-5562

	Deliverables: Hffdeliverables@ounce.org
	E-mail: sgodfrey@ounce.org

Subcontract Exhibit A Section A-**3.7** – **Provider Self-Evaluation Tool**, is hereby deleted and the following is inserted in lieu thereof:

A-3.7 Provider Self-Evaluation Tool

Submit a Provider Self-Evaluation Tool as part of the first request for supporting documentation of each fiscal year and thirty (30) days following the event that there is a change in the lead entity or finance director, or upon request. This tool may be requested from the HFF Assistant Director or the HFF Fiscal Department. The tool determines the internal control and administrative systems of the lead entity as requested by the OPFF. Submit to both lmarlowe@ounce.org AND hffdeliverables@ounce.org .

Subcontract Exhibit A Section A-**3.8** – **Supporting Documentation**, is hereby deleted and the following is inserted in lieu thereof:

A-3.8 Supporting Documentation

Provide the requested items of supporting documentation for two (2) periods of invoices. The OPFF reserves the right to randomly conduct on-site fiscal monitoring to review the accuracy of data reported as expenditures from HFF grant funds.

Subcontract Exhibit C Section **C-2.1.1. - Staff Composition Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.1.1. Staff Composition Table

The staff composition funded by HFF dollars and contributions is identified in the following table**.**

Non-HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by In-Kind Funding**
SUBTOTAL FTE	**0**	**0**	**0**	**0**
HFF Core Positions	**Total # of FTEs**	**# of FTEs Funded by HFF Dollars**	**# of FTEs Funded by Cash Contributions**	**# of FTEs Funded by In-Kind Funding**
Program Manager	1	1	**0**	**0**
Supervisor	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
Data Entry Clerk	**1**	**1**	**0**	**0**
SUBTOTAL FTE	**7**	**7**	**0**	**0**
TOTAL FTE	**7**	**7**	**0**	**0**

Subcontract Exhibit C Section C-**2.4.a.** – **Cash** C**ontribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.a Cash Contributors: $103,774.37

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
HF Highlands	Public	$103,774.37	Cash contribution to cover operational expenses including salaries, travel, participant materials and office expenses.	Highlands County

Subcontract Exhibit C Section **C-2.4.b - In-Kind Contribution Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.4.b In-Kind Contributors: $72,809.40

The name of each contributor	Is the organization considered "Private" or "Public"	The dollar value of the contribution	Detailed description of Service or Contribution	The county served with donation
HF Highlands	Public	$72,809.40	In-kind contribution covering office space, utilities, cleaning and building maintenance, use of phone lines, copying machines and administrative oversight.	Highlands County

Subcontract Exhibit D Section **D-1. - Deliverables Table**, is hereby deleted and the following is inserted in lieu thereof:

EXHIBIT D – DELIVERABLES

D-1 Deliverables Table.

Title	Due Date	Send To	Reference
Other Reports and Information	Upon request	Program Specialist	Per request
Attachment 1 - Financial and Compliance Audit	Due 180 days after end of Provider's fiscal year	Hard copy & Hffdeliverables@ounce.org	Attachment 1
Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Attachment 2
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 5.1.4 Attachment 5
Attachment 6 - Certification Regarding Debarment Form		Hffdeliverables@ounce.org	Per Section 5.4 Attachment 6
Attachment 7 - Civil Rights Compliance Checklist		Hffdeliverables@ounce.org	Per Section 7.13.3 Attachment 7
Attachment 37 – Letter of Affidavit for E-Verify		Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 8 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and changes since last submission	Hffdeliverables@ounce.org	Per Section 10.3 Attachment 8
Attachment 9 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 22- Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 5.4.2, 5.5.4, and 10.8
HHS Monthly Summary Report Verification	Verification will be due by 12 noon (Eastern) the 3rd calendar day of the following month, unless the 3rd falls on a holiday or weekend, then it will be due the Friday before the 3rd	Hffdeliverables@ounce.org	Per Exhibit C-2.6.4
Attachment 3b - Monthly	Within 15 calendar days of	lmarlowe@ounce.org	Per Exhibit A-3.3

Invoice	the end of each month		and A-3.10.1 Attachment 3b
Attachment 38 – Monthly Numbers Served Report		Hffdeliverables@ounce.org	Per Exhibit B-4
Attachment 15 - Quarterly Narrative Report	July 14, 2023 October 16, 2023 January 15, 2024 April 15, 2024 July 15, 2024 October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Auxiliary Aids and Services Plan	July 28, 2023 July 30, 2024	Hffdeliverables@ounce.org	Per Section 10.10
Proof of Insurance Coverage	September 29, 2023, September 30, 2024	Hffdeliverables@ounce.org	Per Section 4.5
Agency Climate and Culture Analysis	November 15, 2023 November 15, 2024	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Biennial Service Review	November 15, 2023 November 15, 2025	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Attachment 21 - Notarized Affidavit of Level 2 Background Screening	November 30, 2023, November 29, 2024	Hffdeliverables@ounce.org	Per Sections 4.12.2 and C-2.5.6.3
HFF Site Policies and Procedures	November 30, 2023, November 29, 2024	Hffdeliverables@ounce.org	Per Section D-3
Emergency Preparedness Plan	March 29, 2024 March 31, 2025	Hffdeliverables@ounce.org	Per Exhibit D-2
Attachment 29 - Property Inventory and Disposal Form	**DRAFT** - May 20, 2024 **FINAL** - June 20, 2024 **DRAFT** - May 20, 2025 **FINAL** - June 20, 2025	Hffdeliverables@ounce.org	Per Exhibit B-7.6, B-7.8 and B-7.9

Attachment 3c - Request to Revise Budget with Amendment is hereby deleted in its entirety and replaced with **Attachment 3a** - Budget and Revenue Summary to reflect FY 2023-2024.

Attachment 5 - Certification Regarding Lobbying is hereby deleted in its entirety and replaced with a revised **Attachment 5 - Certification Regarding Lobbying** for FY 2023-2024.

Attachment 6 - Certification Regarding Debarment is hereby deleted in its entirety and replaced with a revised **Attachment 6 - Certification Regarding Debarment** for FY 2023-2024.

Attachment 7 - Civil Rights Compliance Checklist is hereby deleted in its entirety and replaced with a revised **Attachment 7 - Civil Rights Compliance Checklist** for FY 2023-2024.

Attachment 8 - Single-Point-of-Contact is hereby deleted in its entirety and replaced with a revised **Attachment 8 - Single-Point-of-Contact** for FY 2023-2024.

Attachment 9 - Organizational Chart is hereby deleted in its entirety and replaced with a revised **Attachment 9 - Organizational Chart** for FY 2023-2024.

Attachment 13 - Certification Regarding Compensation is hereby deleted in its entirety and replaced with a revised **Attachment 13 - Certification Regarding Compensation** for FY 2023-2024.

Attachment 14 – MOA Template is hereby deleted in its entirety and replaced with a revised **Attachment 14 – MOA Template** for FY 2023-2024.

Attachment 17 - DCF Attestation Form is hereby deleted in its entirety and replaced with a revised **Attachment 17 - DCF Attestation Form** for FY 2023-2024.

Attachment 37 - Letter of Affidavit for E-Verify is hereby added in its entirety for FY 2023-2024.

Revised Cash and In-Kind Contribution letter for FY 2023-2024.

All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

In witness thereof, the parties hereto have caused this 27 page Subcontract to be executed by their undersigned officials as duly authorized.

Highlands County, a political subdivision of the State of Florida By Its Board of County Commissioners:

Signed by: _____

Name: Chris Campbell

Title: BOCC Chair

Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

Provider Fiscal Year Ending Date: Sept 30, 2024

FEIN #: 59-6000655

Healthy Families Florida

Signed by: _____

Name: Rebekkah Sheetz

Title: Executive Director

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Jennifer Ohlsen

Title: President/CEO

Date: _____

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

Funding Period: 7/1/2023 - 6/30/2024		FY 2023-2024			
Lead Entity: Highlands County BOCC					
Project Name: HF Highlands					
Contract # 20-25-42					
Categories and Line Items	**Total Cost of Program**	**HFF Grant**	**Cash Contrib.**	**In-kind Contrib.**	**Budget Narrative**
Direct Expenses					
A. Salaries and Wages					
1 Program Manager (1 FTE)	**$61,368.00**	$61,368.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $61,368
2 Supervisor (1FTE)	**$42,848.00**	$42,848.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 42,848
3 Family Support & Engagement Specialist (1 FTE)	**$33,447.00**	$33,447.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 33,447
4 Family Support & Engagement Specialist (1FTE)	**$33,447.00**	$33,447.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 33,447
5 Family Support & Engagement Specialist (1 FTE)	**$33,447.00**	$33,447.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 33,447
6 Family Support & Engagement Specialist (1 FTE)	**$33,447.00**	$33,447.00	$0.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $ 33,447
7 Data Entry Clerk (1 FTE)	**$33,506.00**	$33,006.00	$500.00	$0.00	**HFF**- 1.0 FTE @ annual salary of $33,006; CASH - $500
Subtotal Salaries and Wages	**$66,953.00**	**$271,010.00**	**$500.00**	**$0.00**	
B. Payroll Taxes and Benefits (%)	**$108,305.69**	$50,990.00	$57,315.69	$0.00	HF - 47%(50,990) Cash Contribution - 53% (57315.69) - FICA 7.65% =**$20,732.27**, Retirement 11.91% =- **$32,277.29** W/C 0.31 % =**$840.13**, Life and health insurance annual ($648.29 x 7 FTE x 12 months) = **$54,456** (annual).
C. Program Consultants and Contractual					
1. Background/Fingerprinting/ Screening	**$0.00**	$0.00	$0.00	$0.00	
2. Contracted Services	**$0.00**	$0.00	$0.00	$0.00	
3. Information Technology related charges	**$8,350.00**	$0.00	$8,350.00	$0.00	**Cash contribution** (rounded up)- Productivity software M365=**$4581** 7@ $654.43/ea, Client Device Manag. 10@ 15.50/ea=**155,** Security Awareness 7@$12.14 5ea=**$85,** , Executime Licenses 7@15.43=**$108,** Network Device Managment **$1,461,** IT Remote Access Subscription 7 @$280=**$1960**
Subtotal Program Consultants & Contractual	**$8,350.00**	**$0.00**	**$8,350.00**	**$0.00**	
D. Other Consultants and Contractual					
1. Legal	**$0.00**	$0.00	$0.00	$0.00	
2. Audit	**$0.00**	$0.00	$0.00	$0.00	
3. Accounting	**$0.00**	$0.00	$0.00	$0.00	
4. Deaf and Hard of Hearing Services / Interpreting Services	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Other Consultants and Contractual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
E. Participant Educational Materials					
1. Safety Items	**$700.00**	$0.00	$700.00	$0.00	**Cash contribution-** $700 in safety itmes to include home safety itmes, pack n-plays,car seats. Etc.
2. Parent Education Materials	**$0.00**	$0.00	$0.00	$0.00	
3. Other	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Participant Educational Materials	**$700.00**	**$0.00**	**$700.00**	**$0.00**	

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

F. Consumable Program Supplies	**$500.00**	$0.00	$500.00	$0.00	**Cash contribution-** $500 Participant event supplies, paper plates, decorations, utensils, tablecloths, napkins, crafts, activities, etc.
G. Assistance to Participants					
1. Education/Testing/Job Training Fees	**$0.00**	$0.00	$0.00	$0.00	
2. Transportation	**$0.00**	$0.00	$0.00	$0.00	
3. Participent Inventives	**$700.00**	$0.00	$700.00	$0.00	**Cash contribution**-$700 Participant Incentives to be purchased with cash contribution funds include items for incentive store: diapers, wipes, potty chairs, learning toys, gift cards, etc.
4. Emergency Assistance	**$0.00**	$0.00	$0.00	$0.00	
5 Other	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Assistance to Participants	**$700.00**	**$0.00**	**$700.00**	**$0.00**	
H. Office Expenses					
1. Telephone	**$5,426.00**	$0.00	$5,426.00	$0.00	**Cash contribution-** funded by HCBCC for the cost of 4 cell phones @ $40/month for 12 months=$**1920**, Cisco phone Connection, 7 office phones and 1 fax line (7) @ 39.51 =$**277.** Cisco Umbrellas 1 @**$ 52,** IT Bandwith 7@$453.86=**$3177.** (rounded)
2. Utilities	**$3,733.80**	$0.00	$0.00	$3,733.80	**In-kind contribution-** Pro rata share based on 1760 square ft. occupied space fo 7 percent. $**4232** per month X7 %=$**296.24**. Water: $**213** divided by 100 employees = $**2.13** multiplied by 7 **HF staff =** $**17.04** ($**296.24** + **14.91**=$**313.28** per month). **$311.15 * 12 = $3733.80**
3. Postage and Shipping	**$300.00**	$0.00	$300.00	$0.00	**Cash contribution-** Postage & Shipping charges estimate **$25** per month x12 = **300**
4. Supplies	**$2,230.00**	$0.00	$2,230.00	$0.00	**Cash contribution-** Direct cost estimated price of cash contribution of $1750 for staff office supplies including pens, pencils, file folders, outreach folders, staples, post it notes, envelopes, etc. Copy paper 10 boxes @$48.00/ea.=$480.
5. Copying	**$575.00**	$0.00	$575.00	$0.00	**Cash contribution-** Est. monthly B/W images .0046 per print averaging $41.67 per month=$500.04. Est. monthly color images .0396 per print averaging $6.25 per month = $75.00. Difference due to rounding.
Subtotal Office Expenses	**$12,264.80**	**$0.00**	**$8,531.00**	**$3,733.80**	
I. Operating Capital Outlay					
1. Machinery & Equipment	**$0.00**	$0.00	$0.00	$0.00	
2. Computers & Software	**$163.00**	$0.00	$163.00	$0.00	**Cash contribution-** Adobe Acrobat PRO DC- 2@ 81.50/ea
3. Furniture	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	**$163.00**	**$0.00**	**$163.00**	**$0.00**	
J. Lease/Rent					
1. Equipment	**$1,861.68**	$0.00	$1,861.68	$0.00	**Cash contribution**- Xerox Copier Annual Lease Fee @ 1861.68 (155.14/mo for 12 mo.)
2. Transportation	**$0.00**	$0.00	$0.00	$0.00	
3. Building	**$16,692.60**	$0.00	$0.00	$16,692.60	**In-kind contribution**- 1760 sq ft. (7% of building occupancy and equipment usage and facilites management) @ $**1391.05** * 12 month= $**16,69**2.60
Subtotal Lease/Rent	**$18,554.28**	**$0.00**	**$1,861.68**	**$16,692.60**	
K. Maintenance	**$0.00**	$0.00	$0.00	$0.00	
L. Insurance	**$1,645.00**	$0.00	$1,645.00	$0.00	**Cash contribution**- Property & Casualty Liability Insurance at a cost of 7 FTE @ $235 each = $1,645 paid in full annually
M. Staff Travel					
1. Home Visiting Travel Costs	**$18,996.00**	$0.00	$18,996.00	$0.00	**Cash contribution**- $**18996=** HF direct program cost based on previous years program mileage cost incurred by 4 direct program staff @ an average of $1583 per month. 4 FTE x 608.85 miles @.65 = $1583. $1583 x 12=$18996.
2. Training Travel Costs	**$1,000.00**	$0.00	$1,000.00	$0.00	**Cash Contribution**- $1000= Staff training- required and specialized. Specific costs are unknown at this time depending on if face to face or virtual and number of staff that will need required trainings.

3. Conference (Other) Travel Costs	$382.00	$0.00	$382.00	$0.00	**Cash Contributions**- $382= HFF Leadership Conf. room $330 (165/night),$52 per diem
Subtotal Staff Travel	**$20,378.00**	**$0.00**	**$20,378.00**	**$0.00**	
N. Conference Registration Fees and Staff Training Registration Fees					
1. Conference Registration Fees	$0.00	$0.00	$0.00	$0.00	
2. Staff Training Registration Fees	$0.00	$0.00	$0.00	$0.00	
Subtotal Registration Fees	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
O. Membership Fees and Subscriptions					
1. HFA Affiliation Fee	$2,850.00	$0.00	$2,850.00	$0.00	**Cash Contribution**- Healthy Families America Annual Dues @3-5 direct service staff rate.
2. Membership Fees	$0.00	$0.00	$0.00	$0.00	
3. Subscriptions	$0.00	$0.00	$0.00	$0.00	
Subtotal Membership Fees and Subscriptions	**$2,850.00**	**$0.00**	**$2,850.00**	**$0.00**	
P. Advertising	$0.00	$0.00	$0.00	$0.00	
Q. Outside Printing and Artwork	$250.00	$0.00	$250.00	$0.00	**Cash contribution**- Brouchures 1,000 @ $250
R. Other Allowable Costs					
1. Other	$0.00	$0.00	$0.00	$0.00	
Subtotal Other Allowable Costs	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
DIRECT EXPENSES TOTAL	**$446,170.77**	**$322,000.00**	**$103,744.37**	**$20,426.40**	
Administrative Expenses					
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount	$52,383.00	$0.00	$0.00	$52,383.00	**In-kind contribution**- Administrative expenses allocated costs by HCBCC- Human Resources, Clerk to Board, County Administrator, Audits, OMB, Central Services, Purchasing and Coutny Attorney.
GRAND TOTAL (Direct and Administrative Expenses)	**$498,553.77**	**$322,000.00**	**$103,744.37**	**$72,809.40**	
REVENUE SUMMARY					
(List Revenue Sources)					
1. Healthy Families Florida	$322,000.00	$322,000.00	$0.00	$0.00	
2. Highlands County Board of County Commissioners	$176,553.77	$0.00	$103,744.37	$72,809.40	
Total Anticipated Revenue (Must equal Grand Totals above)	**$498,553.77**	**$322,000.00**	**$103,744.37**	**$72,809.40**	

Attachment 5

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Laurie A. Hurner Date: 4/17/23

Application or Contract ID Number: HF # 20-25-42

Name of Authorized Individual Application or Contractor: Laurie A. Hurner

Address of Organization: Highlands County Board of County Commissioners, 600 S Commerce Ave Sebring, FL 33870

Attachment 6

Contract No. HF # 20-25-42

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds $25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed $25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

CERTIFICATION

(1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Signature

4/13/23
Date

Laurie A. Hurner
Name (type or print)

County Administrator
Title

DCF OFFICE OF CIVIL RIGHTS COMPLIANCE CHECKLIST

[To see "INSTRUCTIONS," click paragraph symbol ¶ on standard toolbar at top of your computer screen.]

Provider Name	County	Region/Circuit
Highlands County Board of County Commisioners	Highlands	10

Corporate Mailing Address
600 S Commerce Ave.

City, State, Zip Code	Main Telephone Number
Sebring, FL 33870	0863-402-6500

DCF Contract(s) Number(s)	Total Contract(s) amount $	Total amount of federal funding $	Total amount of state funding $
LJ959	$281,818,130.00	$116,763,954.28	$165,054,175.72

Are any of the contract numbers listed above a multi-year contract? If yes, state which one(s) and contract period.
LJ959 July 1, 2015 – June 30, 2025

Completed By (name and title)	Telephone Number	Date Completed
Cynthia Acevedo, Program Manager	863-402-6628	4/12/23

PART I.

1. Describe the geographic area served and the type of service(s) provided: Services Provided by HCBOCC inlcude but are not limited to: Human and Veteran Services, Emergency Medical Services, Housing and Child Welfare.

2. Population of Area Served. List source of data: Census.gov

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male
101,235	85.4	10.5	21.1	2.6	51.2	48.8

3. Staff Currently Employed. Effective date: 4/12/23

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
7	42.8	14.2	28.5	0	100	0	0

4. Number of Clients Participating or Served. Effective date: 4/12/23

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
31	61	39	29	0	100	0	0

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
8	50	25	25	0	100	0	0

PART II. (Use a separate sheet of paper for any explanations requiring more space.)

6. Compare staff composition (#3) to population of area served (#2). Is staff representative of the population served? If No or NA, please explain.	☒Yes ☐No ☐NA
7. Compare client composition (#4) to population of area served (#2). Are race/sex composition representative of populations served? If NO or NA, please explain.	☒Yes ☐No ☐NA
8. Do you inform employees, applicants, and clients of their protection against discrimination in employment practices and in the delivery of services? If YES, how (verbal, written, poster)? If NO or NA, please explain. Information is available in all three: verbal, written and poster..	☒Yes ☐No ☐NA
9. Do recruitment and notification materials advise applicants, employees and clients of your non-discrimination policy? If NO, please explain.	☒Yes ☐No ☐NA
10. Do you have a grievance/complaint policy or procedure receive, investigate and resolve complaints regarding employment decisions and provision of services to clients? If NO, please explain.	☒Yes ☐No ☐NA
11. Does your grievance/complaint policy or procedure notify your employees and clients of their right to file a complaint with the appropriate external agency and provide contact information for these agencies (DOJ, HHS, EEOC, DCF)? If NO, please explain.	☒Yes ☐No ☐NA

12. If applicable, does your grievance/complaint policy incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of Section 504 of the Rehabilitation Act of 1973 (disability in employment practices and the delivery of services)? *[Applicable to providers with 50 or more employees and $25,000 or more in DOJ funding.]* If NO, please explain.	☒Yes ☐No ☐NA

PART III. (Use a separate sheet of paper for any explanations requiring more space.)

13. Provide the number and status of any service delivery and employment discrimination complaints filed against your organization within the last 12 months. The organization had no complaints filed within the past 12 months.	
14. Have you submitted any findings of discrimination issued by a court or administrative agency to **both** the DCF Office of Civil Rights and appropriate external agency (DOJ, USDA). If NO, please explain. N/A	☐Yes ☐No ☒NA
15. Are program eligibility requirements applied to applicants and clients without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
16. Are benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain.	☒Yes ☐No ☐NA
17. Are room assignments for in-patient services made without regard to race, color, national origin, sex, age, marital status, religion, political affiliation, or disability? If NO or NA, please explain. This is a home visiting program, this does not apply.	☐Yes ☐No ☒NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain.	☒Yes ☐No ☐NA
19. Are the programs/facilities/services accessible to mobility, deaf or hard of hearing, and sight impaired individuals? If NO or NA, please explain.	☒Yes ☐No ☐NA
20. Are Limited-English Proficient (LEP) applicants and recipients provided equal access to benefits and services, including free interpreter services? If NO or NA, please explain. List below what steps are taken to ensure meaningful access to persons with LEP (written policy, outreach, etc.). policy	☒Yes ☐No ☐NA
21. Have you conducted a self-evaluation to identify barriers to serving individuals with disabilities or LEP? If NO or NA, please explain.	☒Yes ☐No ☐NA
22. Provide the name and contact information for the individual designated as your organization's Section 504, ADA, and/or Title VI Coordinator for compliance activities.	Cynthia Acevedo-cacevedo@highlandsfl.gov; Deana Strickland-dstrickland@highlandsfl.gov
23. Are you providing Civil Rights training (employment and service delivery) for staff? If YES, how often? If NO or NA, please explain. List all the civil rights training provided to staff within the last 12 months. Upon hire, HIPPA and ADA training and annually thereafter..	☒Yes ☐No ☐NA
24. If you conduct religious activities as part of your program or services, do you: a. Provide services to everyone regardless of religion or religious belief? b. Keep religious activity such as prayer and religious instruction separate from federally funded activities? c. Are religious activities voluntary? If NO or NA to any of the questions above, please explain. No religious activities.	☐Yes ☐No ☒NA ☐Yes ☐No ☒NA ☐Yes ☐No ☒NA

25. If you are a sub-recipient of *DOJ funding and operate an educational program or activity*, have you taken the following actions: a. Adopted grievance procedures that provide for prompt and equitable resolution of complaints that allege sex discrimination in violation of Title IX of the Education Amendments of 1972? b. Designated a person to coordinate compliance with Title IX? c. Notified applicants, employees, students, parents, and clients that you do not discriminate on the basis of sex in your educational programs or activities? If applicable and you answered NO to any of the questions above, please explain.	☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA ☐ Yes ☐ No ☒ NA
26. If applicable, do you have an Equal Employment Opportunity Plan (EEOP)? If you are a sub-recipient of DOJ funding, have you filed the appropriate EEOP certification with Office of Civil Rights, Office of Justice Programs? **If YES, provide a copy of the EEOP and/or certification.**	☒ Yes ☐ No ☐ NA

PART IV.

DEPARTMENT OF CHILDREN AND FAMILIES USE ONLY			
Date Received by DCF Contract Manager			Date Reviewed by Contract Manager
Contract Manager Name/Signature			Telephone Number
Is the contract information (contract number, amount of contract, etc.) correct?			☐ YES ☐ NO
Did contracted services provider answer/complete all three sections? If YES, submit to Civil Rights Officer (CRO). If NO, return to provider for completion.			☐ YES ☐ NO
Date Submitted to Civil Rights Officer (CRO)	Date Received by CRO	Date Reviewed by CRO	In Compliance? ☐ YES ☐ NO
Comments			
Type of Compliance Review: ☐ On-Site Limited Review ☐ On-Site Full Review ☐ Desk Limited Review			
Date of Compliance/No-Compliance Notice	Response Due Date		Response Received Date
Compliant? ☐ YES ☐ NO	Civil Rights Officer Name/Signature		

SINGLE-POINT-OF-CONTACT INFORMATION

Attachment 8

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract #: HF-20-25-42 Project Name: HF Highlands Date Completed: 4-13-23

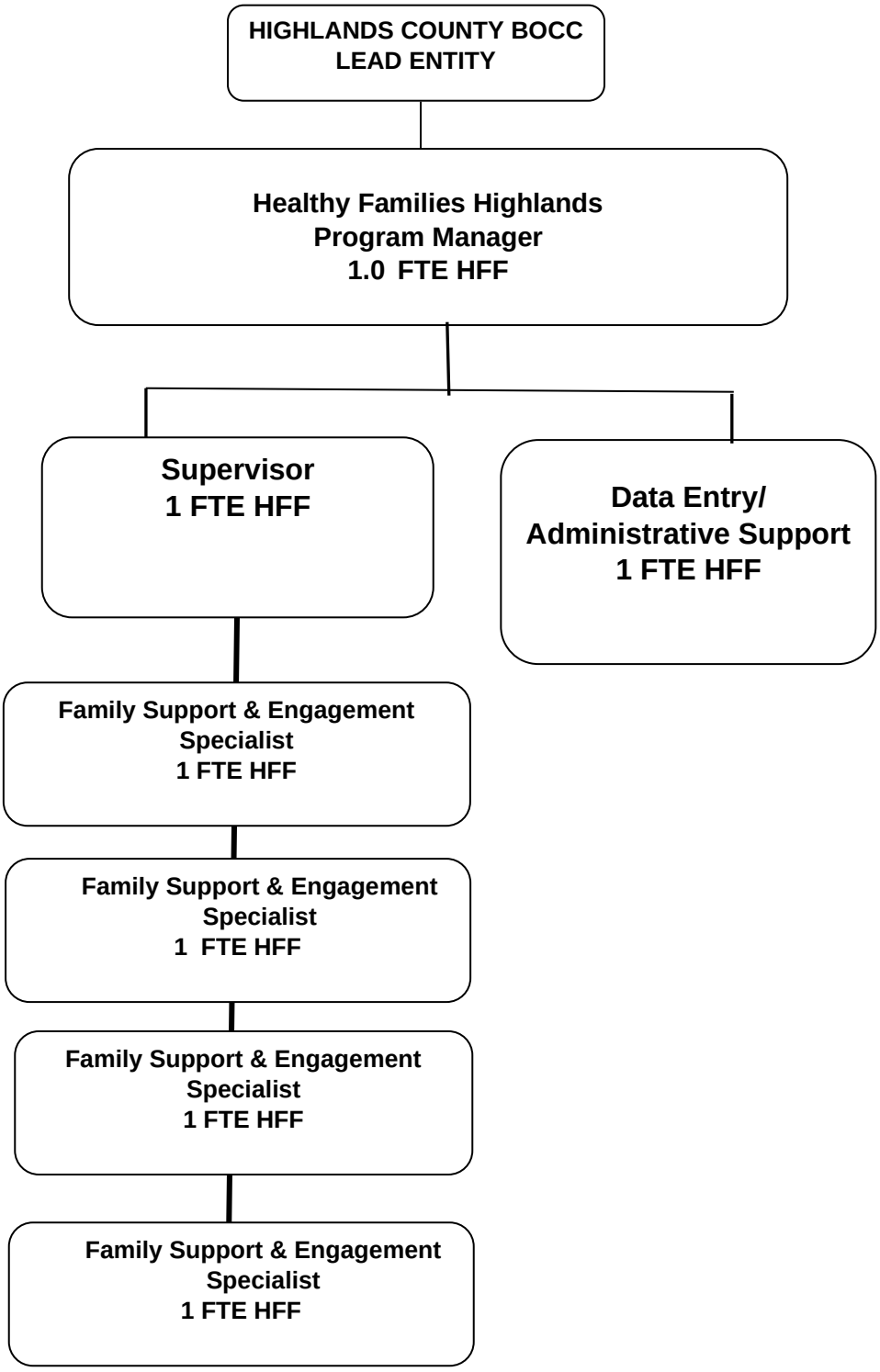
Name	Date SPOC Trainings Completed	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Cynthia Acevedo	3/15/23	HFH Program Manager/SPOC	HF Highlands / HCBCC	7205 S George Blvd Sebring, FL 33875	7205 S George Blvd Sebring, FL 33875	863-402-6629	cacevedo@highlandsfl.gov
Deana Strickland	3/8/23	Administrative Assistant/ ADA Reporter	HF Highlands/ HCBCC	7205 S George Blvd. Sebring, FL 33875	7205 S George Blvd Sebring, FL 33875	863-402-6628	dstrickland@highlandsfl.gov

I attest that the above named staff has completed the SPOC training and the completion certificates are in their personnel file.

Program Manager: Cynthia Acevedo

Date: **4-23-23**

HF Highlands



Attachment 13

Executive Compensation Annual Report

Instructions: Upon entering into a contract with the Department of Children and Families (Department), and annually by May 1 of each year, providers in a contract with the Department must complete Sections 1 and 2 of this form, and Section 3 if required. Completion of this document is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) and Executive Order 20-44. All references to entity or contract(s) in Sections 2 and 3 shall refer to the Entity and Contract(s) identified in Section 1. Upon completion submit this form to the relevant Department Contract manager(s).

Section 1: Attestation

I swear (or affirm) to my authority to make binding representations on behalf of the entity listed below, the information contained in this document is accurate and complete to the best of the below-listed entity's knowledge, and both I and the below-listed entity intend the Department rely upon the information contained in this document.

Highlands County Board of County Commissioners.
Entity Name

LJ959 Highlands #20-25-42 — Department Contract Numbers
053222506 — DUNS Number

Laurie A. Hurner
Printed Name of Authorized Person

Laurie Hurner — Signature of Authorized Person
4/17/23 — Date

STATE OF FLORIDA
COUNTY OF Highlands

CHANTEL BRUTUS
Notary Public-State of Florida
Commission # HH 155806
My Commission Expires
July 20, 2025

Sworn to (or affirmed) before me by means of ☑ physical presence or ☐ online notarization, this 17 day of April, 2023, by Laurie Hurner

Chantel Brutus
Signature of Notary Public- State of Florida

Personally Known OR Produced Identification
Type of Identification Produced: _____

Section 2: Qualifying Questions

1) Did one or more of the contract(s) result from the Entity being named in federal law or Florida Statutes (substantive or appropriation) as the required recipient of a single source, public-private agreement?

☐ **Yes** ☒ **No**

2) Over the past X fiscal years, did the Entity receive 50% or more of its budget from either the State of Florida or from a combination of State and Federal funds?

☐ **Yes** ☒ **No**

3) During the preceding fiscal year, did the Entity: (a) receive more than $25 million in total federal funding, (b) the federal funds so received accounted for more than 80% of the Provider's annual gross revenue, and (c) was the compensation of top five executives for the preceding fiscal year not available publicly?

☐ **Yes** ☒ **No**

If the answer to **any** question in this section is Yes, you must proceed to and complete **Section 3**. Otherwise, submit this form to your relevant Department Contract Manager.

Section 3: Annual Executive Compensation Report

Attach the latest copy of the Entity's most recent IRS Form 990 and complete the following. If the IRS 990 form is unavailable for the last fiscal year, please explain why:

List the Entity's current directors, board members, chief executive officer, chief financial officer, chief operating officer, and any other person performing equivalent functions by their title, total annual compensation, and the percentage of compensation from state (FL %) or federal (Fed %) allocations. If any executive compensation changes prior to the next annual report, the Entity must submit an updated version of this report with those changes, and their total annual compensation. Total annual compensation includes salary, bonuses, cashed-in-leave, cash equivalents, paid personal leave, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout [see also 17 CFR 229.402(c)(2)]. Include the percentage of the total compensation directly from the state or federal allocations to the contracted entity. If any of the above-listed persons also receive compensation from organizations that: (a) created or were created by the Entity; (b) that were created by any of the above-listed persons whose compensation therefrom also derives from state or federal allocations; or (c) contract with the Entity, then identify the organization(s), their relationship with the Entity or the above listed person, and that person's annual compensation from each such organization, and the percentage of that compensation from state (FL %) or federal (Fed %) allocations. The Entity is not required to disclose the additional compensation a person receives from organizations that contract with the Entity if the above listed person was identified solely upon the person's status as an uncompensated member of the Entity's board of directors, whatever the person's actual title in the organization.

Name	Title	Total Annual Compensation	FL %	Fed %	FL & Fed % (Total)

Memorandum of Agreement (MOA)
Lead Agency Name/Healthy Families (HF) Site Name Program
In partnership with
Partner Name

This agreement is entered into between Lead Agency Name/HF Site Name and Partner Name. This agreement shall be effective on (date), or upon signature of all parties and shall remain in effect until June 30, 2025, or until changes are requested by any signatory.

Purpose
The purpose of this MOA is to build collaboration between Lead Agency Name/HF Site Name and Partner Name, in order to ensure a seamless system of service delivery to potential clients residing in (name) County. The goal is for families to receive the best services for their needs as well as to minimize duplication of services, ensure effective use of local resources, and collectively support continuous improvement of program services. Successful implementation will require local community collaboration, consensus building, careful planning and infrastructure development. Lead Agency Name/HF Site Name and Partner Name are committed to working together to provide a continuum of care to families residing in (name) County. This agreement outlines roles and responsibilities for collaboration between Lead Agency Name/HF Site Name and Partner Name as well as responsibilities for ensuring client confidentiality.

Background on Lead Agency Name/HF Site Name
Created by the Florida Legislature in 1998, Healthy Families Florida (F.S. 409.153) is a nationally accredited, voluntary family support and coaching program that is proven to help parents provide safe and stable home environments. In partnership with the Department of Children and Families, the Ounce of Prevention Fund of Florida administers Healthy Families Florida in all 67 Florida counties. Lead Agency Name, through a subcontract agreement with the Ounce of Prevention Fund of Florida, provides Healthy Families home visiting services in (name) county as HF Site Name.

Additional local organizational information can be added here.

Background on Partner Name
Partner Name is type of organization located in _____. Provide a brief description of the partner organization and services that they provide.

Roles and responsibilities of both partners
1. HF Site Name and Partner Name will promote collaboration and provide opportunities for mutual input.
2. Partner Name will regularly review referrals that require action based on agreed procedures with HF Site Name as included in this MOA.
3. Partner Name will work with HF Site Name to address and/or resolve identified issues and concerns related to collaboration, information sharing, cross-training or program services.
4. HF Site Name and the Partner Name will provide on-going training about their programs to one another as the need arises.
5. HF Site Name and Partner Name will share training opportunities that may enhance the knowledge or skills of staff from HF Site Name or Partner Name

Roles and responsibilities of HF Site Name
1. HF Site Name will
2. HF Site Name will

Roles and responsibilities of Partner Name
1. Partner Name will
2. Partner Name will

Description of the types of services provided by HF Site Name
HF Site Name provides services in the following areas: List counties or zip codes. These services are offered to

expectant families and families of newborns who are at risk of abuse or neglect. If the family volunteers to participate, a trained family support specialist is assigned to the family to offer in-home visits. At that point, an assessment of concerns is conducted that will then guide services while the family is enrolled.

HF Site Name offers voluntary services in the family's home. Services are uniquely tailored to the needs of each family. Services include parent coaching, goal setting, child developmental screening, home safety screening and connections to additional needed services. HF Site Name services are designed to prevent child abuse and neglect by enhancing parent's ability to create safe, stable, and nurturing home environments, promoting healthy childhood growth and development, ensuring that family's social and medical needs are met.

Some families may need services beyond the scope of those offered through HF Site Name. These services, such as domestic violence intervention, substance abuse treatment, psychiatric treatment and protective supervision fall outside the scope of the HF Site Name program. HF Site Name relies upon strong partnerships in the community to provide these types of services.

Additional local service information can be added here. For example, if your site offers enhanced services through a Mental Health Counselor or Navigator, include that information here.

Description of the types of services provided by Partner Name
HF Partner Name provides services in the following areas: List counties or zip codes.

Confidentiality and information sharing

1. HF Site Name and Partner Name agree to respect the confidentiality of the family. Information may be shared between Partner Name and HF Site Name if the agency providing the information has a Limited Authorization to Exchange Information signed by the family or participant. Information to be shared may include information specifically authorized for release on the Limited Authorization to Exchange Information.
2. HF Site Name and Partner Name agree to ensure participant confidentiality in compliance with all Federal, State laws, and regulations as delineated in the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Where applicable, all parties to this agreement will comply with the Health Insurance Portability Accountability Act, the Health Information Technology for Economic and Clinical Health Act, as well as all regulations promulgated there under.
4. HF Site Name and Partner Name agree to implement procedures to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Children and Families, the Ounce of Prevention Fund of Florida, and the Healthy Families Florida confidentiality and information security policies, and any amendments to the security requirements provided during the period of this agreement.

Procedures for referral process to HF Site Name
List steps for partner to refer families/participants to HF site for services

Procedures for referral process to Partner Name
List steps for HF site to refer families/participants to partner for services

Designated point of contact for each agency

a. The Lead Agency/HF site name representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:	b. The Partner Agency representative name, position title, organization name, mailing address and contact information of the point person to be contacted regarding this MOA:
Lead Agency Representative's Name:	Partner Agency Representative's Name:
Position Title:	Position Title:
Organization Name:	Organization Name:
Address:	Address:
City/State/Zip Code:	City/State/Zip Code:
Phone Number & Ext:	Phone Number & Ext:
Cell Number:	Cell Number:
Fax Number:	Fax Number:
E-mail:	E-mail:

A description of strategies and activities of Partner Name to meet the contents of the MOA

List additional activities partner will do to meet the intent of the MOU. Examples include making referrals to HF site with particular populations, provide HF site with information/resources on a particular topic, conduct a training for HF site on particular topic.

A description of strategies and activities of HF Site Name to meet the contents of the MOA

List additional activities HF site will do to meet the intent of the MOU. Examples include making referrals to partner with particular populations, provide partner with information/resources on a particular topic, conduct a training for partner on particular topic.

Term of agreement

This MOA will be in effect upon the signature of each agency/organization representative listed on the signature page. The agreement will be valid through June 30, 2025. This MOA must be reviewed annually by representatives of the signing agencies/programs to ensure its purpose is fulfilled and to make any necessary revisions. Backup documentation of the review must be maintained and made available for review by the Ounce of Prevention Fund of Florida.

Provide the review process here. Who will take part in the review, when review will be conducted (month), how documentation will be kept, etc.

Fiscal Year	Date reviewed	HF Site	Partner	Revisions Made	Method of review	Review Backup Documentation Attached/located
FY 23-24						
FY 24-25						
FY 25-26						
FY 26-27						
FY 27-28						

Signature

All terms of this MOA are fully understood and accepted by Partner Name and HF Site Name as represented by the signers of this agreement. Any modifications to this agreement will be made in writing with the consent of both parties. This agreement may be terminated by a 30-day written notice from either party for cause, including a change in state, federal, or local directive without penalties or liabilities. There will not be an exchange of funds between the parties for tasks associated with this Memorandum of Agreement.

Signature	Signature
Date	Date
Printed Name	Printed Name
Title	Title
Agency	Agency

Support to the Deaf and Hard-of-Hearing Attestation Form

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

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

Contact Information and Roles and Responsibilities

My Single Point of Contact at my location is:

Provider/ Subcontractor	Single Point of Contact	Phone	Email

This Single Point of Contact's responsibility is to:

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

DCF ADA/SECTION 504 COORDINATORs

The ADA/504 Coordinator responsible for my activity is:

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

The ADA/504 Coordinator's responsibility is to:

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

I, _____, attest to the following:

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

_____

Signature Date

*This document will be maintained in the personnel file.

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Letter of Affidavit for E-Verify Status
Fiscal Year 2023-2024

Highlands Couny Board of County Commissioners attests that:

1. Beginning January 1, 2021, **Highlands County Board of County Commissioners** is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.
2. This affidavit affirms that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Highlands County Board of County Commissioners also attests that all required documents will be placed in each employees personnel file.

Sincerely,

Laurie A. Hurner
County Administrator

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificate is sufficient for an oath or affirmation:

STATE OF FLORIDA
COUNTY OF **Highlands**

Sworn to (or affirmed) and subscribed before me by means of [√] physical presence or [_] online notarization, this _____this 17 day of April (year), by Laurie Hurner

CHANTEL BRUTUS
Notary Public-State of Florida
Commission # HH 155806
My Commission Expires
July 20, 2025

(NOTARY SEAL)

Chantel Brutus 2023
(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known X OR Produced Identification ___ Type of Identification Produced_____

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

May 18, 2023

Ms. Rebekkah Sheetz
Executive Director
Healthy Families Florida
111 N. Gadsden Street, # 200
Tallahassee, FL 32301

Dear Ms. Sheetz,

The Highlands County Board of County Commissioners strongly supports the Healthy Families Highlands Program. As evidence of our commitment to the success of this program, we have budgeted an estimated total of up to **$103,744.37** as a cash match contribution for the Healthy Families Highlands grant for the upcoming fiscal year 2023-2024.

Additionally, we are furnishing an in-kind contribution match estimated at a dollar value of **$72,809.40.** This amount is detailed in the grant budget line items and covers allocated costs of office space, utilities, human resources, budget, purchasing and other administrative oversight supports.

We are pleased to continue our partnership with Healthy Families Florida to provide this essential service to Highlands County families.

Sincerely,

Nicholas A. Sawyer
Deputy County Administrator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

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

SUBJECT/TITLE: **Request approval of Amendment #2 to the Interlocal Agreement for Maintenance of Sebring Parkway.**

STATEMENT OF ISSUE

Attached, for your review and approval is Amendment #2 of the Interlocal Agreement for Maintenance of Sebring Parkway between the Board of County Commissioners and the City of Sebring. This agreement is to extend the current limits to include the Sebring Parkway from Youth Care Lane to US 27 (Phase II-A and II-B). This agreement is a fifty percent (50%) cost share agreement on the costs to maintain the Sebring Parkway as needed.

The agreement was reviewed and approved by County staff and Legal.

RECOMMENDED ACTION

Move to approve Amendment # 2 to the Interlocal Agreement for Maintenance of Sebring Parkway.

FISCAL IMPACT

The fiscal impact will be an increase going forward but is undetermined until the annual expenditures are estimated/determined.

Attachments: Partially Executed Addendum 2_6-8-2023.pdf

AMENDMENT NO. 2:

INTERLOCAL AGREEMENT
FOR MAINTENANCE OF SEBRING PARKWAY

THIS INTERLOCAL AGREEMENT is made between the CITY OF SEBRING, 368 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "CITY") And the BOARD OF COUNTY COMMISSIONERS of Highlands County, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY").

WHEREAS, a portion of the Sebring Parkway (being from Youth Care Lane South to US HWY 27 also referred to herein as the "PARKWAY") is susceptible to common maintenance as part is located in the incorporated areas of the CITY and part is located in the unincorporated areas of the COUNTY; and

WHEREAS, the CITY and the COUNTY jointly funded the Sebring Parkway and each are paying for 50% of the maintenance of the Sebring Parkway (from Youth Care Lane South to US HWY 27);

WHEREAS, the COUNTY has agreed to take the lead in the operation and maintenance of the PARKWAY; and

WHEREAS, the CITY and the COUNTY will equally fund the annual maintenance and operation costs and mutually agreeable capital improvements to the Parkway.

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

1. RECITALS. The above recitals are true and correct and are incorporated herein by reference.

2. PURPOSE. The purpose of this Interlocal Agreement is to enable the CITY and the COUNTY to cooperate with each other on the maintenance and operation of the PARKWAY and it has been executed pursuant to Section 163.01 et seq., Florida Statutes.

3. MAINTENANCE AND REPAIR. The COUNTY and the CITY agree that the COUNTY shall maintain the PARKWAY, including traffic control devices, street lighting, roadway, curbs, culverts, sidewalks, drains, other drainage appurtenances and the right-of-way, to COUNTY standards. The CITY will provide street sweeping of curbed sections of the PARKWAY on a schedule jointly approved by the CITY and COUNTY. The CITY will also provide irrigation and maintenance of trees planted in the medians.

4. SPEED LIMIT AND SIGNAGE. The CITY shall be responsible for establishing the speed limit in accordance with Florida Statutes on that part of the PARKWAY located entirely within the incorporated area after consultation with the COUNTY. The COUNTY shall be responsible for establishing the speed limit in accordance with Florida Statutes on that part of the PARKWAY located entirely within the unincorporated area after consultation with the CITY. The COUNTY shall install all appropriate signs and pavement markings in the right-of-way along the PARKWAY within the incorporated and unincorporated areas.

5. PERMITS. The CITY, after consultation with the COUNTY, shall regulate the location, manner, installation and adjustment of utility facilities, access connections, right-of-way use and signs, along, across, under, over and within the public right-of-way of the PARKWAY within the incorporated areas. The COUNTY, after consultation with the CITY, shall regulate the location, manner, installation and adjustment of utility facilities, access connections, right-of-way of the PARKWAY within the unincorporated areas. Notwithstanding the above, there will be no open cutting of the PARKWAY without approval of both the CITY and the COUNTY.

6. COSTS. The CITY and COUNTY will determine the annual operation and maintenance costs of the PARKWAY for each year, excluding in-house labor. The CITY and COUNTY will also jointly establish a five (5) year program for capital improvements and long term operation and maintenance for the PARKWAY and update it annually. Each party shall establish a reserve in order to fund one-half of the necessary amount in their respective budgets for the Capital Improvements portion within the project limits of the PARKWAY.

7. PAYMENT. The COUNTY will invoice the CITY for one half of the actual operation and maintenance costs semi-annually. The COUNTY shall remit the invoice with all supporting documentation within thirty (30) days of the end of the COUNTY'S 2nd quarter and then at the end of each Fiscal Year.

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

of allowing any claim against the COUNTY or the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

9. PUBLIC REPORTING. All documents, papers, letters and other material made or received in conjunction with this Agreement shall be made available for public access pursuant to the provisions of Chapter 119, Florida Statutes.

10. DOCUMENTATION OF EXPENDITURES. The COUNTY and the CITY shall maintain records pertaining to this Agreement in accordance with Florida law and proper retention schedules.

11. EFFECTIVE DATE. This Agreement shall become effective upon execution by the CITY and the COUNTY and shall remain in effect until terminated by either party at the end of any fiscal year. Written notice of termination to the other party must be given by January 1 prior to the termination.

12. AMENDMENTS. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by each of the parties hereto.

13. THIRD PARTIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to the Agreement.

14. The CITY/COUNTY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY/COUNTY shall:

a. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.

b. Require all contractors and subcontractors working on behalf of the CITY/COUNTY on projects that will be submitted for reimbursement pursuant to this Agreement to: (i) include, and to require the inclusion of, this paragraph 15, substituting the name of the contractor or subcontractor for the word CITY/COUNTY, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Agreement and (ii) supply to the CITY/COUNTY documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

15. ENTIRE AGREEMENT. The original Interlocal Agreement between the parties for the maintenance of Phases I and II of the PARKWAY,

executed on July 13, 2003, is superseded by Amendment No. 1, executed on August 3, 2011, regarding maintenance of Sebring Parkway from Avalon Road to Youth Care Lane, and this Amendment No. 2, regarding the maintenance of the PARKWAY from Youth Care Lane South to US HWY 27.

16. RECORDING. The COUNTY shall record this Agreement as required by Florida Statutes, Section 163.02, immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the CITY.

IN WITNESS WHEREOF, the parties hereto or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

DATED THIS 6th day of June, 2023.

The Board of County Commissioners of Highlands County, Florida

By: _____
Chris Campbell, Chairman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

City of Sebring

By: _____
Lenard B. Carlisle, Jr., Council President

By: Kathy Haley
Print Name: Kathy Haley
Title: City Clerk / Treasurer

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Jun 20, 2023

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of June 8, 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
N/A	Revisions to Planning & Zoning Commission membership	
N/A	Lake Placid Fire Station	
N/A	Fire Union matters	
1	Hospital Legislation and sale issues	
N/A	Numbers of dogs/cats in residential areas	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Future Growth Funding Advisory Committee and objectives of same	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Sheriffs Tower Capacity Issue	
N/A	Board and Committee Updates	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of June 7, 2023.

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Commissioner's Priorities (FINAL) 06.20.2023.pdf
Project Updates (FINAL) 06.20.23.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 was not accepted by the House.	Meet with Administration on next steps after the 2023 legislative season has concluded.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and will finish in 2023. City staff is short handed so having trouble completing their portions.	Sebring hydraulic modeling is the last part to be completed by Spring 2023. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask. The original plan was to allocate $15,000 annually to keep the maps up to date as extensions & upgrades are made to the various systems. This annual update should be able to move directly to the GIS department moving forward.	Spring 2023
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2022 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan project to perform study in process. Additional 3 basin studies underway with CFI projects. R&B performing maintenance as able.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Minor improvements suggested in Carter Creek Watershed Study	Pending funding
2	Crit. Inf. - Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	Minor ditch improvements completed.	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction Complete	Completed	Completed
5	Engineering	Sebring Parkway Phase IIB	Construction Complete	Completed	Completed
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction Complete	Completed	Completed
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Phase 5 construction the first of asphalt was completed on 4/6/23. The contractor will begin Phase 4 work on 4/10/23.	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Project Complete	Project Completed	Completed
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	Construction to begin on 6/5/23	Substantial completion 75 days after NTP date	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	Final inspection by FDOT	Completed
11	Engineering	17034 Memorial Drive MUP -LAP project	The County Attorney is reviewing TOA proposal from CivilSurv to redesign sidewalk to avoid utilities	City of Sebring Commission voted to sign contract with CivilSurv to design plan for relocating utilities. FDOT is preparing a request to shift funding to a later fiscal year in order to facilitate redesign of sidewalk to avoid utilities. Approval of TOA and issuance of NTP to CivilSurv.	Ongoing
12	Critical Inf. - Drainage	SRF Water Quality and Drainage Studies	NTP Issued 4/10/23 - Project Underway	Scheduled regular meetings with both consultants. Both gathering data for study areas.	Ongoing
13	Solid Waste	New Cell Expansion - Project No. 21078	FDEP application submitted and received 6-8-23.	Application submitted to FDEP 6-8-23. Bid document preparation underway while awaiting permit questions/comments.	Ongoing
14	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Draft of the FDEP 404 Program Individual Permit submitted for review.	TOA# 1-3 with Chastain Skillman was approved by the Board on 5/2/23 for Bald Eagle Monitoring Services required by the USF&WS permit for the project. A draft of the Collany Wetland Mitigation Bank Credit Purchase Agreement to purchase of 0.49 Wetland Credits required by SFWMD and FDEP was submitted to legal on 5/11/23. The FDEP State 404 Program Individual Permit requiring the purchase of wetland mitigation credits to offset the wetland impacts to construct the haul road providing access to the proposed borrow pit was submitted to the County for review on 5/9/23 and is being reviewed by staff.	Ongoing
15	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial/manufacturing prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. A firm has been selected for the broadband expansion. Design work has already been stated, with permitting to follow, and hopefully construction commencing before the end of the year. Combined with the efforts of Glades Electric there will be a great deal of territory covered with fiber optic cable in the next 3 years. Companies and workforce will take notice that their regular service level will be available in Highlands County making us all the more attractive.	Ongoing
17	Economic Development	Broadband/ Highspeed Internet	IBT Group USA has been selected by the county through the RFP process. Negotiations will commence with the firm to finalize the agreement.	While the details are worked out on the agreement, IBT Group has already submitted an application for the Broadband Opportunity Fund that was due April 21. We will also refine the design they have presented to us while working with IT, FDOT, Road & Bridge, and Engineering. Letters of support from the County and each municipality will be helpful. We will monitor Office of Broadband and State initiatives for the next options.	Ongoing
18	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
19	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
20	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from June 6, 2023, to June 19, 2023

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 20, 2023

PRESENTER:	**Clinton Howerton, Jr., P.E, Critical Infrastructure Director**
SUBJECT/TITLE:	**Resolution 22-23-119 approving the First Amendment to Agreement No.: 20CF0002701/2020REV0006 between the Southwest Florida Water Management District and Highlands County.**

STATEMENT OF ISSUE

At the Board Meeting on June 6, 2023, Resolution 22-23-119 pertaining to the First Amendment to Agreement No.: 20CF0002701/2020REV0006 between the Southwest Florida Water Management District and Highlands County, staff attached the prior approved agreement instead of the First Amendment to the Agreement. When the mistake was realized the chair was contacted and asked to sign the First Amendment document and then the correct resolution and amendment were recorded.

RECOMMENDED ACTION

None. This is being provided as informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: RES. BOOK 34 PAGE 129.pdf

RESOLUTION NO. 22-23-119

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE FIRST AMENDMENT TO AGREEMENT NO.: 20CF0002701/2020REV0006, BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND HIGHLANDS COUNTY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FIRST AMENDMENT TO THE 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, Highlands County entered into Agreement No.: 20CF0002701/2020REV0006, with the Southwest Florida Water Management District, effective October 1, 2019, (the "Agreement"), for updating the WMP for the Sebring Watershed in Highlands County, through and including Floodplain Alanlysis, Level of Service, and Best Management Practices (the "Project"); and

WHEREAS, it is necessary to amend the Agreement to better accomplish the parameters of the Project; and

WHEREAS, Highlands County has determined that it is in the best interest of its citizens to amend the Agreement.

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 First Amendmednt to the Agreement and Authorization to Execute.** The First Amendment to Agreement No.: 20CF0002701/2020REV0006, between the Southwest Florida Water Management District and Highlands County, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson or Vice-Chariperson is authorized to execute the same on behalf of the County.

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 First Amendment to Agreement No.: 20CF0002701/2020REV0006, 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 6th day of June, 2023.

HIGHLANDS COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS SEAL

By: _____
Chris Campbell, Chairperson

ATTEST:

Sally B Hood for
Jerome Kaszubowski, Clerk of Court

Exhibit "A"

First Amendment to Agreement between
Southwest Florida Water Management District and Highlands County
Agreement No.: 20CF0002701/2020REV0006

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
SEBRING WMP UPDATE (Q099)

This FIRST AMENDMENT, effective October 1, 2022, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and HIGHLANDS COUNTY, a political subdivision of the State of Florida, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective October 1, 2019 (Agreement No. 20CF0002701/2020REV0006), hereinafter referred to as the "Existing Agreement," for updating the WMP for the Sebring Watershed in Highlands County, through and including Floodplain Analysis, Level of Service, and Best Management Practices (BMPs); and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the DISTRICT'S Project Manager, extend the contract period and modify the Project Schedule, increase PROJECT funding and modify the Project Budget and Funding Schedule, and update contract language applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. The Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Project Manager with:

   Esther Leong
   Southwest Florida Water Management District
   7601 US 301 North
   Tampa, Florida 33637-6759

2. The first paragraph of the Funding Paragraph is hereby amended to increase PROJECT funding by Sixty Thousand Dollars ($60,000), by replacing it in its entirety with the following:

   3. <u>FUNDING.</u>

   The parties anticipate that the total cost of the PROJECT will be Four Hundred Ten

Thousand Dollars ($410,000).The COOPERATOR agrees to fund PROJECT costs up to One Hundred Two Thousand Five Hundred Dollars ($102,500) and shall have no obligation to pay any costs beyond this maximum amount. The total amount obligated by the COOPERATOR as stated above has been fully appropriated from legally available funds and shall remain available for the PROJECT until all reimbursements have been made to the DISTRICT as required by this Agreement. The DISTRICT agrees to fund PROJECT costs up to Three Hundred Seven Thousand Five Hundred Dollars ($307,500) and shall have no obligation to pay any costs beyond this maximum amount. In the event that the total cost of the PROJECT exceeds $410,000, the DISTRICT and COOPERATOR by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT shall pay PROJECT costs prior to requesting reimbursement from the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

3. Subparagraph 1 of the Funding Paragraph is hereby amended to recognize that the DISTRICT has approved Three Hundred Seven Thousand Five Hundred Dollars ($307,500) for the PROJECT through Fiscal Year 2023.

4. The Contract Period Paragraph is hereby amended to extend the expiration date of October 2, 2023 to December 31, 2026.

5. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

Additional milestones for the following tasks will be completed within the timeframes set forth in Task Work Assignments (TWAs) issued to the DISTRICT'S consultant. The DISTRICT will issue a notice to proceed to its consultant no later than 6 months from the execution of this Agreement.

DESCRIPTION	COMMENCE	COMPLETE
1. Watershed Evaluation	12/02/2019	04/05/2023
2. Floodplain Analysis	04/05/2023	12/31/2023
3. Level of Service	12/31/2023	08/31/2024
4. BMP Alternatives Analysis	08/31/2024	12/31/2025

6. The Project Budget section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
1. Watershed Evaluation	$ 75,000	$ 25,000	$100,000
2. Floodplain Analysis	$100,000	$ 33,334	$133,334
3. Level of Service	$ 40,000	$ 13,333	$ 53,333
4. BMP Alternative Analysis	$ 92,500	$ 30,833	$123,333
TOTAL	$307,500	$102,500	$410,000

7. The Funding Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

FUNDING SCHEDULE

FUNDING SOURCE	DISTRICT	COOPERATOR	TOTAL
FY2020	$131,250	$ 43,750	$175,000
FY2021	$131,250	$ 43,750	$175,000
FY2023	$ 45,000	$ 15,000	$ 60,000
TOTAL	$307,500	$102,500	$410,000

8. The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:_____
Amanda Rice, P.E. Date
Assistant Executive Director

HIGHLANDS COUNTY

By: _____ 6/06/2023
Date

Name: Chris Campbell

Title: Chairman
Authorized Signatory

BOARD OF COUNTY COMMISSIONERS SEAL

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
HIGHLANDS COUNTY
FOR
SEBRING WMP UPDATE (Q099)