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

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

Please silence all cell phones and devices.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ANNOUNCEMENTS

The Highlands County Industrial Development Authority/Economic Development Commission will hold a special meeting on Tuesday, July 15, 2025, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL

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

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, May 21, 2025, at 10:30 a.m., at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL

The Highlands County Insurance Committee will hold a regular meeting on Thursday, May 22, 2025, at 10:00 a.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

The Highlands County Hospital District Board will hold a regular meeting at 1:30 p.m., on Thursday, May 22, 2025, in the Board Room, 600 S. Commerce Ave., Sebring, FL

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Recognition of the Promotion of Lieutenant, Firefighter/Paramedic Ceciel Williams to Division Chief/Chief of Training on June 16, 2025*
James K. Duppenthaler
There is no fiscal impact
Internal Promotion Williams.doc

6.B *Recognition of Highlands County Fire Rescue Paramedic Marjorie Cauffield and Michael Jolin on their retirement.*
James K. Duppenthaler, Fire Chief
no fiscal impact
Cauffield.pdf
Jolin.pdf

7. CONSENT AGENDA

7.A *Request approval of TOA 1-2, for additional funds in the amount of $22,002.96, to the August 6, 2024 executed TOA 1-1 CMAR Agreement between Highlands County and EO Koch for the remodel and expansion of Road and Bridge Unit II, Project No.: 20077.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is an increase of $22, 002.96 which is currently budgeted in project number 4102A 56200Z 20077.
Statement of Issue.docx
20-039 EO Koch 1-2 Approved for Agenda.pdf

7.B *Request approval of a payment without PO to VISIT FLORIDA in the amount of $25,500.00.*
Reagan Fultz, Tourism Marketing & Project Manager
Fiscal Impact is an expense of $25,500.00 to Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
Statement of Issue.pdf
PWOPO Signed.pdf
Agreement-2024-25 DMO Video - Visit Sebring-Highlands County - completed.pdf

7.C *Request approval of Budget Amendment 24-25-089 to provide additional budgeted funds for Cost Center 2103 County Attorney.*
David Nitz, OMB
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring available funds from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 2103 (County Attorney), account 53100 (Professional Services).
24-25-089 2103 County Attorney Add'l Funding (BA).pdf
24-25-089 2103 County Attorney Add'l Funding (Reserve).pdf
1303.pdf

7.D *Request approval of the minutes from the June 3, 2025, Regular Meeting of the Board.*
060325REG.pdf

7.E *Request approval of a Sport Event Tourist Development Grant for 2025 BNA Sports College Showcase to be held in Highlands County on August 2-3, 2025.*
Reagan Fultz, Tourism Marketing & Project Manager
There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in FY24/25 for marketing said event. The 2025 BNA Sports College Showcase is eligible for $9,940.00 from Fund 152 (Tourist

Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
STATEMENT OF ISSUE.pdf
Grant Agreement Signed.pdf

7.F *Request approval of Partner for Fish and Wildlife Program Agreement with United States Fish and Wildlife Services (USFWS) and Wildlands Conservation.*
Dawn Ritter, Natural Resources Manager
Increase to conservation trust fund 129, cost center 6307, project #02084 in the amount of $22,022.06.
20250616_Landowner Agreement_USFWStoMultiple_F22AC02989_SunNLake Preserve 2025-01-FWS-WC.pdf
Statement of Issue-USFWS and Preserve.docx

7.G *Request approval of Budget Amendment 24-25-093 providing budget for payments to Public Consulting Group related to the Public Emergency Medical Transportation (PEMT) Program.*
Tanya Cannady, Business Services Director
The budget amendment for $60,000 is a transfer in Fund 005 (General) from Cost Center 9990 (Budgetary Expenditures AC/005), Account 59900 (Reserve for Contingency) to Cost Center 5105)Ambulance Service), Account 53400 (Contractual Services).
24-25-093 Transfer Funding for 5105_PEMT (Reserve).pdf
24-25-093 Transfer Funding for 5105_PEMT (BA)_.pdf
statement of issue pcg 7-15-25.docx

7.H *Request approval to rename western portion of Ernest E Sims St to Prof Sims St*
JD Langford Jr. PE., Assistant County Administrator
The fiscal impact will be $750, the cost of five (5) new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
Statement of Issue.docx
Ernest E Sims Map.png

7.I *Request approval to authorize the submissions of the Hazard Mitigation Grant Program through FEMA.*
Brandon Gunn, Parks & Facilities Director
There is no fiscal impact.
HMGP Statement of Issue.pdf
Gov Center authorizing-agent-approval-form.pdf
Courthouse authorizing-agent-approval-form.pdf

7.J *Request adoption of Resolution 24-25-114 for Budget Amendment 24-25-090 and to recognize the donation from Lorida Volunteer Fire Department, Inc. to be used for the training of Highlands County Fire Rescue.*
James K. Duppenthaler, Fire Chief
The fiscal impact is an increase to Fund 005 (General) in the amount of $4,000 and is being appropriated in cost center 3217 (Fire Assessment), account 55403 (Education & Training).
LVFD Donation Agenda Item.pdf
24-25-090 Appropriate Lorida Donation_3217 (BA).pdf

24-25-090 Appropriate Lorida Donation_3217 (Resolution).pdf

7.K *Request adoption of Resolution 24-25-126 for Budget Amendment 24-25-095 to provide additional funding for cost centers with negative category balances.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 176 (State Court Facilities Trust) in the amount of $35,000 which is being appropriated in cost center 1031B (State Court Facilities), account 54600 (Repair & Maintenance) which is being transferred from Fund 005 (General), cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency). In addition, this budget amendment is transferring $84,300 of available funding from cost center 2111 (Central Services), account 54500 (Insurance) to cost centers 3400 (Development Svcs), account 54600 (Repair & Maintenance), cost center 5222 (State-County Assistance Prog.), account 53400 (Contractual Svcs), and cost center 5330 (Community Program Svcs), account 51200 (Regular Salary & Wages) in the amounts of $2,500, $60,400, and $21,400, respectively. Also, $26,000 is being realigned in cost center 5301 (Tourist Dev. - Operations) from account 51200 (Regular Salaries & Wages) to account 53400 (Contractual Svcs); $5,000 is being realigned in cost center 3215 (Fire Inspections) from account 51200 (Regular Salary & Wages) to account 54600 (Repair & Maintenance) for a total net fiscal impact of $150,300.
24-25-095 Negative Cost Centers Cleanup #3(BA).pdf
24-25-095R Negative Cost Centers Cleanup #3 (Resolution).pdf
24-25-095 Negative Cost Centers Cleanup #3 (Reserve).pdf
Reg.-1336-2024 Statement of Issue Negative Cost Centers #3.pdf

8. PUBLIC COMMENT

9. COMMITTEE ASSIGNMENTS:

10. PUBLIC HEARING

10.A *Request adoption of Ordinance 24-25-16 pertaining to solicitation in public roadways.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Ordinance unsafe use of roadway (final).pdf

10.B *Public hearing to consider adoption of Resolution 24-25-121 pertaining to the re-imposition of the solid waste special assessment.*
JD Langford, Assistant County Administrator Tanya Cannady, Business Service Director
The fiscal impact is a proposed increase in the assessment to $236.36 which would be an increase of approximately $281,001 in assessment revenue for the Solid Waste Fund based on the current residential unit count.
SW Final Tear Sheet - Affidavit.pdf
Statement of Issue - Final.pdf
Resolution 24-25-121 FINAL Solid Waste assessment.pdf

10.C *Public hearing to consider adoption of Resolution 24-25-115, for P&Z Case No. 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD).*
Sergio Garcia, Planner II
There is no fiscal impact.
1. Agenda Item Memo.pdf
2. Resolution 2179 - Sparta Properties.sgs.pdf
3. BCC Hearing Staff Report P&Z 2179.pdf
4. P&Z 2179 Application.pdf
5. Letters Received Before June 10 P&Z Meeting.pdf
6. Letters Received After June 10 P&Z Meeting.pdf

10.D *Public hearing to consider acceptance of a release of an existing restrictive easement limiting the maximum number of residential dwelling units on the property to 28.*
Sergio Garcia, Planner II
There is no fiscal impact.
1. Agenda Item Memo MDA.pdf
2. MDA-25-005 Staff Report BCC.pdf
3. Release of Easement.MDA-25-005.sgs.pdf

10.E *Public hearing to consider proposed amendments to Section 12.03.205 of the Highlands County Land Development Regulations (LDRs) pertaining to the effective period of zoning variances.*
Melony Culpepper, Planning & Zoning Supervisor
There is no fiscal impact.
Statement of Issue Section 12.03.205.pdf
Staff Report.pdf
Ordinance 24-25-17.pdf
Ordinance 24-25-17 Business Impact Form.pdf

11. ACTION AGENDA

11.A *Request approval of Subcontract Renewal 25-30-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for a five-year term commencing July 1, 2025, and concluding June 30, 2030.*
Cynthia Acevedo, Healthy Families Program Manager / Community Programs Assistant Director
The grant award for fiscal year 2025-2026 is $343,463. The county's cash contribution is an estimated $207,417, with additional expenses covered through county in-kind contributions.
STATEMENT OF ISSUE Healthy Families Contract Renewal 25-30.pdf
Highlands FY 25-26 Contract.pdf

11.B *Request approval of State of Florida Law Enforcement Salary Assistance ("LESA") award for Fiscally Constrained Counties and authorize Board Chair to sign the Grant Award Agreement No. LG015 and request adoption of Resolution 24-25-123*

for Budget Amendment 24-25-094.
Paul Blackman, Sheriff
The Fiscal Impact will be an increase to Fund 005 (General) to the Countyâ€™s FY24-25 budget in the amount $425,830.25. The total grant amount for the Stateâ€™s FY25-26 from July 1, 2025 thru June 30, 2026 is $1,703,321, however 75% of that amount ($1,277,490.75) will be accounted for in FY25-26.
24-25-094 Project 24050 LESA FY25-26 (BA).pdf
24-25-094R Project 24050 LESA FY25-26 (Resolution).pdf
Reg.-1331-2024 Statement of Issue_Proj 24050 LESA FY25-26.pdf
LG015 FY25-26 LESA Contract.pdf

11.C *Request to certify the maximum millage for FY 25/26.*
David Nitz, OMB Manager Laurie Hurner, County Administrator
Ad Valorem revenue is projected to comprise 61.04% of the total projected General Fund revenues in FY 25/26. Failure to certify millage would put those revenues and state revenue sharing at risk.
Reg.-1332-2024 Statement of Issue_Certify Millage FY26.pdf
DR-420, DR-420MM-P, DR-420TIF's 2025.pdf

12. COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report as of July 9, 2025.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Long Range Update (7925).pdf

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

13. COMMISSIONERS

14. INFORMATIONAL

14.A *Board payables from July 15, 2025, through August 4, 2025*

15. ADJOURN

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 less than 48 hours in advance to permit coordination of the service.

Any invocation that may be offered before the official start of the Commission meeting is a voluntary offering by a private citizen. The views or beliefs expressed by the invocation speaker have not been 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.

A person desiring to provide public comment related to an item on the Consent Agenda of this meeting, must fill out a Speaker Card and submit the same to the County Administrator or Chairperson by 8:50 a.m. All Speaker Cards received after 8:50am, will be called during the regular Public Comment.

No person will be permitted to speak at the time of the Consent Agenda if a Speaker Card has not been timely submitted.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **James K. Duppenthaler**

SUBJECT/TITLE: **Recognition of the Promotion of Lieutenant, Firefighter/Paramedic Ceciel Williams to Division Chief/Chief of Training on June 16, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Recognition of the Promotion of Lieutenant, Firefighter/Paramedic Ceciel Williams to Division Chief/Chief of Training on June 16, 2025

FISCAL IMPACT

There is no fiscal impact

Attachments: Internal Promotion Williams.doc

HIGHLANDS COUNTY FIRE RESCUE
6850 West George Boulevard
Sebring, Florida 33870
863-385-1112

Highlands County Fire Rescue – Promotion Announcement

Highlands County Fire Rescue is proud to announce the promotion of a valued department member following the recent advancement of our former Chief of Training. This command staff promotion, which took place on October 7, 2024, aligns with our department's succession plan, ensuring operational continuity and leadership stability.

Effective June 16, 2025, **Lieutenant/Firefighter/Paramedic Ceciel Williams** has been promoted to the position of **Division Chief – Chief of Training**.

Division Chief Williams brings a wealth of experience and a strong record of service across multiple public safety roles, including:

- Volunteer Firefighter, Leisure Lakes
- Operations Firefighter/EMT
- 56-Hour Shift Firefighter/EMT
- Lieutenant/Firefighter/EMT
- Adjunct Fire Instructor, South Florida State College
- USAR Specialist
- As mentioned, Lieutenant/Firefighter/Paramedic

Throughout his career, Division Chief Williams has consistently demonstrated exceptional knowledge, skill, and leadership. His contributions have exceeded expectations and significantly supported the mission of Highlands County Fire Rescue. I am confident he will continue to thrive and lead with excellence in his new role.

A formal pinning ceremony will be held in his honor during the Highlands County Board of County Commissioners meeting on **July 15, 2025**, where he will be recognized by family, friends, and colleagues.

Please join us in congratulating Division Chief Ceciel Williams on this well-deserved promotion.

Sincerely,

J. Kelly Duppenthaler

J. Kelly Duppenthaler
Public safety Director/Fire Chief

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **James K. Duppenthaler, Fire Chief**

SUBJECT/TITLE: **Recognition of Highlands County Fire Rescue Paramedic Marjorie Cauffield and Michael Jolin on their retirement.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Recognize Paramedic Marjorie Cauffield and Michael Jolin on their retirement.

FISCAL IMPACT

no fiscal impact

Attachments: Cauffield.pdf
Attachments: Jolin.pdf

Honoring the Retirement of Paramedic Marjorie Cauffield
25 Years of Dedicated Service

Highlands County Fire Rescue proudly recognizes the retirement of Paramedic Marjorie Cauffield, whose 25-year career in emergency medical services stands as a testament to professionalism, courage, and compassion.

Marjorie began her journey in public service as an EMT in Glades County, where she laid the foundation for what would become a long and impactful career. Driven by a desire to do more for her patients and community, she advanced to the role of paramedic and ultimately concluded her service with distinction at Highlands County Fire Rescue.

Being a paramedic requires more than just medical knowledge—it demands composure under pressure, quick thinking, empathy, resilience, and an unwavering commitment to others. Marjorie exemplified all of these qualities every day she put on the uniform. Whether arriving first on the scene of a critical incident or mentoring new recruits, she brought calm to chaos, care to the suffering, and confidence to every team she was a part of.

Her colleagues describe her as dependable, humble, and deeply devoted to the mission. She consistently went above and beyond to ensure patients received the highest standard of care, often serving as a quiet yet powerful example of what it means to be a true public servant.

As she steps into retirement, we extend our deepest gratitude for her years of dedicated service, her sacrifices, and the legacy she leaves behind. Paramedic Cauffield, you have made a profound difference in the lives of many, and your HCFR family salutes you.

Retirement Statement – Firefighter/EMT Micheal Jolin

After 25 years of dedicated and honorable service, Firefighter/EMT Micheal Jolin is retiring from Highlands County Fire Rescue.

Micheal began his career with HCFR and remained steadfastly committed to the department and the community throughout his entire career. His journey is a testament to loyalty, perseverance, and a deep-rooted sense of purpose. From his earliest days in the firehouse to his final shift, Micheal exemplified the core traits of an exceptional firefighter and EMT: courage under pressure, selflessness in the face of danger, and compassion for those in need.

Firefighter Jolin consistently demonstrated an unwavering commitment to public safety. Whether responding to fire emergencies, complex rescue situations, or providing critical patient care, he brought calm to chaos and reassurance to the people he served. His ability to blend technical skill with human empathy made him not only a valued teammate but a trusted presence in times of crisis.

As a peer, Micheal was known for his qualities that helped shape the careers of those around him and strengthened the foundation of the department. His impact will continue to resonate through the halls of HCFR and the hearts of those he's worked alongside.

We thank Firefighter/EMT Micheal Jolin for a lifetime of service and wish him a well-earned retirement filled with health, happiness, and the knowledge that his legacy of service will not be forgotten.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Tiffany Gunn, Capital Projects Manager**

SUBJECT/TITLE: **Request approval of TOA 1-2, for additional funds in the amount of $22,002.96, to the August 6, 2024 executed TOA 1-1 CMAR Agreement between Highlands County and EO Koch for the remodel and expansion of Road and Bridge Unit II, Project No.: 20077.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve TOA 1-2, for additional funds in the amount $22,002.96 to the August 6, 2024 executed TOA 1-1 CMAR Agreement between Highlands County and EO Koch for the remodel and expansion of Road and Bridge Unit II, Project No.: 20077.

FISCAL IMPACT

The fiscal impact is an increase of $22, 002.96 which is currently budgeted in project number 4102A 56200Z 20077.

Attachments: Statement of Issue.docx
Attachments: 20-039 EO Koch 1-2 Approved for Agenda.pdf

Statement of Issue

The Board approved EO Koch TOA 1-1 for construction services on August 6, 2024, for the Road and Bridge Unit II Expansion and Remodel project. During the construction process, Capital Projects, the Engineer and Contractor, identified items that were missing from the original plans and scope of work.

The change includes a concrete walking path and slab, additional outlets, outdoor motion lights, fire suppression and water bottle filler. All items are within the allocated budget and align with similar construction projects.

HIGHLANDS COUNTY, FLORIDA
AMENDMENT TO TASK AUTHORIZATION
Construction Phase (GMP)

Select One of the following

TASK AUTHORIZATION	TOA# **1-2**
In accordance with the terms and conditions of the Agreement between E.O. Koch Construction, Co. Construction Manager at Risk ("CMAR") and Highlands County ("COUNTY") dated December 19, 2023, the parties hereto agree to the scope of work, Guaranteed Maximum Price ("GMP"), schedule, construction team and subcontractors attached hereto.	**Construction Phase Guaranteed Maximum Price (GMP)** $446,915.30 + $22,002.96 = $468,918.26 **Project Number:** 20077
Project Name: Road & Bridge Unit II Expansion	**Budget Account Number:** Fund or cost enter/account/project #, if applicable. 4102A 56200Z 20077

NOTE: THE CMAR MAY NOT BEGIN WORK UNTIL RECEIVING THIS FULLY SIGNED AUTHORIZATION FORM AND A COUNTY PURCHASE ORDER.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

- ☒ **Exhibit A** – Scope of Work
- ☒ **Exhibit B** – Fee Schedule Construction Phase (GMP)
- ☒ **Exhibit C** – Construction Schedule
- ☒ **Exhibit D – CMaR Staff**
- ☒ **Exhibit E – Construction Team**
- ☒ **Exhibit F – Plans/Drawings N/A**
- ☒ **Exhibit G – Sub-Contractors**

To the extent of any conflict between this TOA, the Exhibits attached hereto or the Agreement between the County and the Construction Manager, the terms and conditions of the Agreement shall prevail.

DEPARTMENT APPROVAL

Recommended by **Print Name: Tiffany Gunn, Capital Projects Manager**	**Reviewed by** **Print Name: JD Langford, Assistant County Administrator**
X [signature] Jun 19, 2025	X [signature] Jun 19, 2025
1. County Project Manager Signature Date	2. County Director or Designee Signature Date

CONSTRUCTION MANAGER AT RISK APPROVAL

CMaR Designated Agent **Print Name: Aaron Nadaskay**	**CMaR Project Manager:** **Print Name: Aaron Nadaskay**
X Aaron Nadaskay Jun 24, 2025 Aaron Nadaskay (Jun 24, 2025 10:08 EDT)	**CMaR Project Manager E-mail: Aaron@eokoch.com**
3. CMaR Signature Date	**CMaR Phone Number: 863-385-8649**

PURCHASING REVIEW / LEGAL REVIEW

Purchasing Manager or Designee **Print Name: Stacy D. Quillen, Purchasing Manager**	**County Attorney or Designee** **Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, Designee)**
X [signature] Jun 24, 2025	X Chantel Strahan Chantel Strahan (Jun 24, 2025 10:22 EDT) Jun 24, 2025
4. Purchasing Manager or Designee Signature Date	5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee **(under $50,000)** **Print Name: Laurie A. Hurner, County Administrator**	**Board Chair (over $50,000)** **Print Name: Arlene Tuck, Chair**
X To be executed by Board Chair	**X**
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: Road and Bridge Unit II Expansion – Additional Scope of Work

The CONSTRUCTION MANAGER (CMaR) is to provide, in addition to Tasks outlined in TOA 1-1, the following services for the Project. The CMaR shall keep the COUNTY informed of the progress of such work.

TASK 1: Mobilization, Staging and Demobilization

CMaR will provide all necessary insurance, bonds, materials, permits, equipment, and supervision required for the renovations of the Road and Bridge Unit II office building.
This includes the following Reimbursable Expenses, which shall be reimbursed at cost only (no markup/OH):

- Bonds

Deliverables
Additional Bond amount.

TASK 2: Concrete and Masonry

The CMaR will supply all labor, material, equipment, and incidentals required to:

- Add the new Breezeway sidewalk and east side entrance slab.

Deliverables
Add new breezeway sidewalk and east side entrance slab as requested by the owner.

TASK 3: Electrical

The CMaR will supply all labor, material, equipment, and incidentals required to:

- Add additional outlets, move plug on island, 3-way switches, GFCIs, 20 AMP in kitchen, additional light for kitchen, and add photocell to front door light fixture.

Deliverables
Add additional outlets, move plug on island, 3-way switches, CFCIs, 20-amp electrical service in the kitchen, additional kitchen light, add photocell to front door light fixture as requested by the owner.

TASK 4: HVAC

The CMaR will supply all labor, material, equipment, and incidentals required to:

- Install new range hood with fire suppression.

Deliverables
Install a new range hood with fire suppression as requested by the owner.

TASK 5: Plumbing

The CMaR will supply all labor, material, equipment, and incidentals required to:

- Install new bottle filler, no water fountain.

Deliverables

Install a new bottle filler instead of a water fountain as requested by the owner. There is no additional charge for this change.

Exhibit "B"
Fee Schedule-Construction Phase

Road and Bridge Unit II Expansion – Additional Scope of Work		
TASK	**DESCRIPTION**	**FEE**
1	Mobilization	$241.00
2	Concrete and masonry	$8,460.00
3	Electrical	$9,731.82
4	HVAC	$3,570.14
5	Plumbing	$0.00
GMP FIXED FEE (Including Reimbursable Expenses)		**$22,002.96**

Exhibit "C"
Construction Schedule

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form and revised Purchase Order, the CMaR will promptly initiate the additional Scope of Services outlined above. Final Completion will remain within the Board approved and executed Construction Phase agreement.

Exhibit "D"
CMaR Staff

Name	Title
Aaron Nadaskay	VP of Construction
Abe Mcmillan	Project Manager
Margo Greer-Smith	Project Accountant
Amy Smith	Project Coordinator
Raquel Kohen	Compliance Manager

EXHIBIT "E"
Construction Team

Aaron Nadaskay: General Manager, VP of Construction

Abe McMillan: Project Manager

Margo Greer-Smith: Project Accountant

Amy Smith: Administrator, Coordinator, Estimator

Raquel Kohen: Compliance Manager

EXHIBIT "F"
Plans/Drawings

N/A

EXHIBIT "G"
Sub-Contractors

Air and Electrical Services
4715 US 27 South
Sebring, FL 33870

Rangel Drywall
205 Link St.
Bowling Green, FL 33834

Bernie's Painting
4686 US Hwy 27 S
Sebring, FL 33870

J Mosser Plumbing
2388 W. Haviland Road
Avon Park, FL 33825

Mark Palmer
5232 US Hwy 27 N
Sebring, FL 33870

CMHC LLC
5461 FL-70
Arcadia, FL 34266

20-039 EO Koch TOA 1-2 Legal Approved

Final Audit Report 2025-06-24

Created:	2025-06-19
By:	Tiffany Gunn (tgunn@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0xupkeEBU9MzqoHXrd-DbTgZh8neWTa7

"20-039 EO Koch TOA 1-2 Legal Approved" History

Document created by Tiffany Gunn (tgunn@highlandsfl.gov)
2025-06-19 - 2:50:34 PM GMT

Document e-signed by Tiffany Gunn (tgunn@highlandsfl.gov)
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Email viewed by aaron@eokoch.com
2025-06-24 - 2:06:36 PM GMT

Signer aaron@eokoch.com entered name at signing as Aaron Nadaskay
2025-06-24 - 2:08:01 PM GMT

Document e-signed by Aaron Nadaskay (aaron@eokoch.com)
Signature Date: 2025-06-24 - 2:08:03 PM GMT - Time Source: server

Document emailed to Stacy Quillen (squillen@highlandsfl.gov) for signature
2025-06-24 - 2:08:05 PM GMT

Email viewed by Stacy Quillen (squillen@highlandsfl.gov)
2025-06-24 - 2:09:33 PM GMT

Document e-signed by Stacy Quillen (squillen@highlandsfl.gov)
Signature Date: 2025-06-24 - 2:09:47 PM GMT - Time Source: server

Document emailed to Chantel Strahan (cstrahan@highlandsfl.gov) for signature
2025-06-24 - 2:09:50 PM GMT

Email viewed by Chantel Strahan (cstrahan@highlandsfl.gov)
2025-06-24 - 2:22:02 PM GMT

Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)
Signature Date: 2025-06-24 - 2:22:16 PM GMT - Time Source: server

Agreement completed.
2025-06-24 - 2:22:16 PM GMT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Reagan Fultz, Tourism Marketing & Project Manager**

SUBJECT/TITLE: **Request approval of a payment without PO to VISIT FLORIDA in the amount of $25,500.00.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Request approval of a payment without PO to VISIT FLORIDA in the amount of $25,500.00.

FISCAL IMPACT

Fiscal Impact is an expense of $25,500.00 to Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: Statement of Issue.pdf
Attachments: PWOPO Signed.pdf
Attachments: Agreement-2024-25 DMO Video - Visit Sebring-Highlands County - completed.pdf

Statement of Issue: Pay Without PO Request – VISIT FLORIDA DMO Co-Op (2025)

The Tourism Office is requesting approval to process a payment without PO for the 2025 VISIT FLORIDA DMO Co-Op Program.

This annual co-op program offers destination marketing organizations (DMO) like ours the opportunity to participate in statewide marketing campaigns at a reduced cost. It helps extend our reach by combining local efforts with VISIT FLORIDA's larger media presence.

After reviewing and approving the 2025 agreement, the County's Legal office advised it required execution by the County Administrator. VISIT FLORIDA contacted the County Administrator directly to obtain the signature, but did not return a copy of the executed agreement or notify the Tourism Office that it had been finalized.

Because the signed agreement was not returned before services began, staff was unable to open a purchase order in advance. The fully executed agreement was only received after staff requested a copy upon receiving the invoice on June 5, 2025.

Since the agreement was signed before services were rendered, we are requesting approval to process payment without a PO. The signed agreement is included with this item for reference.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

REQUEST FOR PAYMENT FOR INVOICE WITHOUT A PURCHASE ORDER FOR INVOICE GREATER THAN $10,000.00

To: Purchasing Manager

From: Tourism (Department / Division Name) Reagan Fultz (Requesting Employee's)

Date: 06/05/25

Purchase order to VISIT FLORIDA 165568 [Vendor's Name/Number] was not created for the purchase billed on the attached invoice, for the following reason(s):

After review and approval of agreement, Legal advised it required CA signature. Vendor sent agreement to CA without Tourism Office included and failed to loop back in in timely manner to obtain PO.

By my signature I certify that:
1.) The goods or services were ordered by a County employee or volunteer approved to request a PO.
2.) The goods or services were received in good order and needed by the Department
3.) Funds are budgeted and available to pay for the goods or services.
4.) Supporting documentation.

Reagan Fultz — Employee's Signature & Date

Leah Sauls — Manager / Director's Signature & Date

Fund/Cost Ctr	Account	Project	Amount
5305	54800	N/A	25,500.00

Approval:

No other purchasing rules or procedures would be broken by approving the payment.

Purchasing Division - Signature — Jun 19, 2025 — Date

Funds are available for payment and the amount is greater than $10,000.00.

David Nitz — OMB Division - Signature — Jun 19, 2025 — Date

Approved for payment based on the above information.

County Administrator - Signature — Jun 20, 2025 — Date

Board Chair - Signature — Date

VISIT FLORIDA

Please remit payments to our address below:
101 North Monroe Street, Suite 900|Tallahassee, FL 32301

Phone: (850) 488-5607
Fax: (850) 201-6904
Email: accounting@VISITFLORIDA.org
Web: www.VISITFLORIDA.com

Bill To:
Attn: Reagan Fultz Visit Sebring 501 S. Commerce Ave. Suite 3 Sebring, FL 33870 USA

Invoice #	00097682
Type	Invoice
Date	06/05/2025
Due Date	06/20/2025
Contract #	84182
P.O. #	

Ship To:
Visit Sebring 501 S. Commerce Ave. Suite #3 Sebring, FL 33870

Invoice Detail

Product	Description	Qty	Rate	Amount
DMO Video Co-op: Bronze Families Package	Includes 1 video production. Target audience: Families. Target markets: Alabama, ATL, BAL, BOS, CHI, DAL, DET, HOU, IND, Louisiana, Mississippi, NASH, NY, PHI, RAL, STL, DC. Est. impressions: 1.785 million. (Applies To: Visit Sebring) 5/1/2025 - 5/28/2025	1		$22,500.00
DMO Video Program - RAO Families	Includes: repurpose the "Experience this County is 60 Seconds" video to 30 seconds. Target audience: Families. Target markets: State of Florida excluding your County. Est. impressions: 880,000. (Applies To: Visit Sebring) 5/1/2025 - 5/28/2025	1		$3,000.00
			Total	$25,500.00
			Amount Received	$0.00
			Credit Memo Applied Amount	$0.00
			Amount Due	**$25,500.00**
Thank you for your continued support!				
Comments: 97682: 2024-25 DMO Video/Families - Visit Sebring/Highlands County IO# 84182 May 2025				

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
TOURIST DEVELOPMENT
501 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6909 Fax (863) 402-6651 www.highlandsfl.gov

TO: Purchasing Department

FROM: Reagan Fultz, Tourism Marketing and Project Manager

DATE: June 5, 2025

RE: VISIT FLORIDA Co-Op PWOPO & Exemption

After reviewing and approving the agreement from VISIT FLORIDA for a DMO Co-Op, the County Legal team advised the agreement would require the County Administrator's execution. The VISIT FLORIDA team contacted Laurie Hurner directly for this and failed to provide update or executed agreement back to the Tourism office. While the agreement was executed prior to the services being rendered, without receiving the executed agreement back from VISIT FLORIDA, the Tourism office was unable to secure a PO to accompany the agreement.

The fully executed agreement was received only after I requested a copy upon receiving the invoice for payment on 6/5/25. This has been enclosed for reference of date of execution of agreement.

The services rendered fall under the Competitive Procurement Exemption 17.B.3 for Advertising.

Please contact me with any questions or need of further information.

Thank you!

Reagan Fultz, Tourism Marketing & Project Manager
rfultz@highlandsfl.gov
Office: 863-402-6909

MEDIA INSERTION ORDER

101 North Monroe Street
Suite 900
Tallahassee, FL 32301

VISIT FLORIDA Representative:
Chris Smith
/ csmith@visitflorida.org

Advertiser	
Company:	Visit Sebring
Address:	501 S. Commerce Ave. Suite 3
City, State, Zip:	Sebring, FL 33870

Accounts Payable Contact	
Contact:	Reagan Fultz
Email:	rfultz@highlandsfl.gov
Phone:	863-402-6909

Contracting Organization	
Company:	Visit Sebring
Address:	501 S. Commerce Ave. Suite 3
City, State, Zip:	Sebring, FL 33870

Production Contact	
Contact:	Casey Hartt
Email:	casey@visitsebring.com
Phone:	(863) 402-6909

Agreement Information	
Insertion Order #:	84182
Client Reference #:	

Agreement Contact	
Contact:	Laurie Hurner
Email:	lhurner@highlandsfl.gov
Phone:	863.402.6500

Product	Details	Start Date	End Date	Materials Deadline	Comments	Media Cost	Net Total
DMO Video Co-op: Bronze Families Package	Includes 1 video production. Target audience: Families. Target markets: Alabama, ATL, BAL, BOS, CHI, DAL, DET, HOU, IND, Louisiana, Mississippi, NASH, NY, PHI, RAL, STL, DC. Est. impressions: 1.785 million.	5/1/2025	5/28/2025	3/20/2025		$75,000.00	$22,500.00
DMO Video Program - RAO Families	Includes: repurpose the "Experience this County is 60 Seconds" video to 30 seconds. Target audience: Families. Target markets: State of Florida excluding your County. Est. impressions: 880,000.	5/1/2025	5/28/2025	4/17/2025		$15,000.00	$3,000.00

Notes/Special Instructions:

Total Media Cost:	$90,000.00
Total VISIT FLORIDA Contribution	$64,500.00
Advertiser Net Cost:	$25,500.00

Insertion Order Expiration Date: 10/31/2024

Terms & Conditions:

With respect to digital advertising only, this contract adheres to version 3.0 of the Interactive Advertising Bureau Terms & Conditions ("IAB T&Cs"): http://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf. However, in the instance of a conflict between this contract and the IAB T&Cs, the terms of this contract prevail.

Advertiser hereby authorizes VISIT FLORIDA and its agents to deliver ad(s) and/or services of the above products and agrees to pay VISIT FLORIDA the total amount shown above. The required assets ("Assets" or "Content") must be received by VISIT FLORIDA or its agent no later than Materials Deadline. Advertiser shall not be relieved of any liability hereunder for failure to deliver assets by Materials Deadline even though such failure results in no publication or delivery of Advertiser ad(s) and/or services.

VISIT FLORIDA reserves the right to reject any material(s) deemed objectionable. Materials are accepted and published on the representation that Advertiser is authorized to publish entire contents thereof; VISIT FLORIDA will not be responsible for any claims or liability for such content and will not be responsible for errors in artwork. Jurisdiction and venue for any litigation ensuing from advertising placed with VISIT FLORIDA shall properly lie in Leon County, Florida.

This agreement may be modified only in writing. No oral representations shall supersede the terms of this agreement nor bind VISIT FLORIDA.

Billing Terms: VISIT FLORIDA will invoice all upon receipt of deliverables of campaign, unless otherwise stated. All invoices are due NET 15. An electronic copy of this agreement will be considered an original document.

Representations and Warranties: Advertiser represents and warrants that: (1) Advertiser has the legal right to post and/or submit the Content; (2) Advertiser is the sole author and/or owner of the Content, or Advertiser has the lawful right and legal authority to grant to VISIT FLORIDA the rights to the Content that Advertiser is granting via these Terms and Conditions; (3) that Advertiser holds an unrestricted, unconditional, unlimited, worldwide, irrevocable, fully paid-up, sublicensable, and perpetual license to use, display, copy, distribute, reproduce, disclose, transmit, modify, publish, broadcast, and translate all or any portion of the Content, in any form now existing or later developed or modified, for any purpose; (4) if any of the Content depicts any minor under 18 years of age, Advertiser has all legal and proper consents from the Child's parent or guardian to the submission and use of the Content as described in these Terms and Conditions; (5) that if the Content depicts any person, Advertiser has obtained all necessary and lawful consents and waivers from any person depicted therein to the submission and use of the Content as described in these Terms and Conditions, and that the depiction of any person is fully paid up and no further amounts shall be due to any such person upon any reproduction of the Content for any purpose; (6) that neither the Content nor the use of the Content by VISIT FLORIDA or its Agents will infringe upon or violate the rights of any other person or entity, including but not limited to rights of

publicity, privacy, copyright, and trademark, and that such use is lawful; (7) that the Content is not indecent, obscene, tortuous, defamatory, slanderous, or libelous; and (8) that VISIT FLORIDA's use of the Content will not violate these Terms and Conditions, cause injury or harm to any person or entity, or violate any law, ordinance, or regulation.

License for Use of Content. By submitting the Content to VISIT FLORIDA, Advertiser grants to VISIT FLORIDA a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, fully paid-up, and perpetual license to use, display, copy, distribute, reproduce, disclose, transmit, modify, publish, broadcast, and translate all or any portion of the Content, in any form now existing or later developed or modified, for advertising purposes in connection with this Insertion Order. Advertiser understands and agrees that it will not receive any fees, sums, consideration, or remuneration for any of the rights that Advertiser has granted hereunder, and Advertiser agrees that Advertiser shall have no right of approval, claim to compensation (including, but not limited to, license fees and/or royalties), and no claim (including, but not limited to, claims for invasion of privacy, defamation, right of publicity, copyright infringement, or trademark infringement) arising out of any use in accordance with these Terms and Conditions by the VISIT FLORIDA Parties. Notwithstanding this provision, Advertiser understands and agrees that VISIT FLORIDA is not obligated to use the Content.

Public Records: Notwithstanding anything to the contrary in the IAB T&Cs, VISIT FLORIDA adheres to Chapter 119, Florida Statutes ("F.S."), and those portions of Chapter 286, F.S., relating to public meetings and records, and may only withhold and keep confidential those records in its possession that are made confidential or exempt from disclosure by Florida law. Advertiser shall fully cooperate with VISIT FLORIDA regarding its efforts to comply with the requirements of Florida's public records laws. As required by Section 288.1226(13)(a), F.S., VISIT FLORIDA will post this Agreement on VISIT FLORIDA's website. All communications, expenditure information, and any other information concerning this Agreement provided to VISIT FLORIDA may be made public at any point in time unless otherwise made confidential by Florida law. The terms of this paragraph prevail over anything to the contrary in the IAB T&Cs.

No Federal Funds: Purchaser/Advertiser warrants and affirms that no funds used to pay for this Order come from any federal source.

The undersigned has all necessary and proper legal authority to execute this document and bind the Advertiser. The Advertiser agrees to the above terms and conditions.

Signature: Laurie Hurner (Oct 8, 2024 13:00 EDT)
Email: lhurner@highlandsfl.gov

Signature: Chris Smith (Oct 8, 2024 13:03 EDT)
Email: csmith@visitflorida.org

VISIT FLORIDA Inv. 00097682 PWOPO

Final Audit Report 2025-06-19

Created:	2025-06-19
By:	Sarah Maldonado (smaldonado@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyH-23s4HSbaN7Wnuzp4TefgkCvEUmRcu

"VISIT FLORIDA Inv. 00097682 PWOPO" History

Document created by Sarah Maldonado (smaldonado@highlandsfl.gov)
2025-06-19 - 1:03:31 PM GMT

Document emailed to Reagan Fultz (rfultz@highlandsfl.gov) for signature
2025-06-19 - 1:03:37 PM GMT

Email viewed by Reagan Fultz (rfultz@highlandsfl.gov)
2025-06-19 - 1:03:53 PM GMT

Document e-signed by Reagan Fultz (rfultz@highlandsfl.gov)
Signature Date: 2025-06-19 - 1:04:13 PM GMT - Time Source: server

Document emailed to Leah Sauls (lsauls@highlandsfl.gov) for signature
2025-06-19 - 1:04:15 PM GMT

Email viewed by Leah Sauls (lsauls@highlandsfl.gov)
2025-06-19 - 8:26:12 PM GMT

Document e-signed by Leah Sauls (lsauls@highlandsfl.gov)
Signature Date: 2025-06-19 - 8:26:36 PM GMT - Time Source: server

Agreement completed.
2025-06-19 - 8:26:36 PM GMT

VISIT FLORIDA Inv. 00097682 PWOPO

Final Audit Report 2025-06-20

Created:	2025-06-19
By:	Stacy Quillen (squillen@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvg4h1GX_cAnffZz-r7yt0lGEu_zbEtlr

"VISIT FLORIDA Inv. 00097682 PWOPO" History

Document created by Stacy Quillen (squillen@highlandsfl.gov)
2025-06-19 - 8:46:08 PM GMT

Document e-signed by Stacy Quillen (squillen@highlandsfl.gov)
Signature Date: 2025-06-19 - 8:48:27 PM GMT - Time Source: server

Document emailed to David Nitz (dnitz@highlandsfl.gov) for signature
2025-06-19 - 8:48:31 PM GMT

Email viewed by David Nitz (dnitz@highlandsfl.gov)
2025-06-19 - 9:17:30 PM GMT

Document e-signed by David Nitz (dnitz@highlandsfl.gov)
Signature Date: 2025-06-19 - 9:20:14 PM GMT - Time Source: server

Document emailed to James Langford (jdlangford@highlandsfl.gov) for signature
2025-06-19 - 9:20:16 PM GMT

Email viewed by James Langford (jdlangford@highlandsfl.gov)
2025-06-20 - 4:58:40 PM GMT

Document e-signed by James Langford (jdlangford@highlandsfl.gov)
Signature Date: 2025-06-20 - 4:58:52 PM GMT - Time Source: server

Agreement completed.
2025-06-20 - 4:58:52 PM GMT

MEDIA INSERTION ORDER

VISIT FLORIDA

101 North Monroe Street
Suite 900
Tallahassee, FL 32301

VISIT FLORIDA Representative:
Chris Smith
/ csmith@visitflorida.org

Advertiser	
Company:	Visit Sebring
Address:	501 S. Commerce Ave. Suite 3
City, State, Zip:	Sebring, FL 33870

Accounts Payable Contact	
Contact:	Reagan Fultz
Email:	rfultz@highlandsfl.gov
Phone:	863-402-6909

Contracting Organization	
Company:	Visit Sebring
Address:	501 S. Commerce Ave. Suite 3
City, State, Zip:	Sebring, FL 33870

Production Contact	
Contact:	Casey Hartt
Email:	casey@visitsebring.com
Phone:	(863) 402-6909

Agreement Information	
Insertion Order #:	84182
Client Reference #:	

Agreement Contact	
Contact:	Laurie Hurner
Email:	lhurner@highlandsfl.gov
Phone:	863.402.6500

Product	Details	Start Date	End Date	Materials Deadline	Comments	Media Cost	Net Total
DMO Video Co-op: Bronze Families Package	Includes 1 video production. Target audience: Families. Target markets: Alabama, ATL, BAL, BOS, CHI, DAL, DET, HOU, IND, Louisiana, Mississippi, NASH, NY, PHI, RAL, STL, DC. Est. impressions: 1.785 million.	5/1/2025	5/28/2025	3/20/2025		$75,000.00	$22,500.00
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Notes/Special Instructions:

Total Media Cost:	$90,000.00
Total VISIT FLORIDA Contribution	$64,500.00
Advertiser Net Cost:	$25,500.00

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Representations and Warranties: Advertiser represents and warrants that: (1) Advertiser has the legal right to post and/or submit the Content; (2) Advertiser is the sole author and/or owner of the Content, or Advertiser has the lawful right and legal authority to grant to VISIT FLORIDA the rights to the Content that Advertiser is granting via these Terms and Conditions; (3) that Advertiser holds an unrestricted, unconditional, unlimited, worldwide, irrevocable, fully paid-up, sublicensable, and perpetual license to use, display, copy, distribute, reproduce, disclose, transmit, modify, publish, broadcast, and translate all or any portion of the Content, in any form now existing or later developed or modified, for any purpose; (4) if any of the Content depicts any minor under 18 years of age, Advertiser has all legal and proper consents from the Child's parent or guardian to the submission and use of the Content as described in these Terms and Conditions; (5) that if the Content depicts any person, Advertiser has obtained all necessary and lawful consents and waivers from any person depicted therein to the submission and use of the Content as described in these Terms and Conditions, and that the depiction of any person is fully paid up and no further amounts shall be due to any such person upon any reproduction of the Content for any purpose; (6) that neither the Content nor the use of the Content by VISIT FLORIDA or its Agents will infringe upon or violate the rights of any other person or entity, including but not limited to rights of

publicity, privacy, copyright, and trademark, and that such use is lawful; (7) that the Content is not indecent, obscene, tortuous, defamatory, slanderous, or libelous; and (8) that VISIT FLORIDA's use of the Content will not violate these Terms and Conditions, cause injury or harm to any person or entity, or violate any law, ordinance, or regulation.

License for Use of Content. By submitting the Content to VISIT FLORIDA, Advertiser grants to VISIT FLORIDA a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, fully paid-up, and perpetual license to use, display, copy, distribute, reproduce, disclose, transmit, modify, publish, broadcast, and translate all or any portion of the Content, in any form now existing or later developed or modified, for advertising purposes in connection with this Insertion Order. Advertiser understands and agrees that it will not receive any fees, sums, consideration, or remuneration for any of the rights that Advertiser has granted hereunder, and Advertiser agrees that Advertiser shall have no right of approval, claim to compensation (including, but not limited to, license fees and/or royalties), and no claim (including, but not limited to, claims for invasion of privacy, defamation, right of publicity, copyright infringement, or trademark infringement) arising out of any use in accordance with these Terms and Conditions by the VISIT FLORIDA Parties. Notwithstanding this provision, Advertiser understands and agrees that VISIT FLORIDA is not obligated to use the Content.

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The undersigned has all necessary and proper legal authority to execute this document and bind the Advertiser. The Advertiser agrees to the above terms and conditions.

Signature: Laurie Hurner (Oct 8, 2024 13:00 EDT)
Email: lhurner@highlandsfl.gov

Signature: Chris Smith (Oct 8, 2024 13:03 EDT)
Email: csmith@visitflorida.org

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **David Nitz, OMB**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-089 to provide additional budgeted funds for Cost Center 2103 County Attorney.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-089 to provide additional budgeted funds for Cost Center 2103 County Attorney.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring available funds from cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency) to cost center 2103 (County Attorney), account 53100 (Professional Services).

Attachments: 24-25-089 2103 County Attorney Add'l Funding (BA).pdf
Attachments: 24-25-089 2103 County Attorney Add'l Funding (Reserve).pdf
Attachments: 1303.pdf

REVIEWED
O.M.B DEPARTMENT
June 23, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/19/2025** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2103**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budgetary Expenditures AC/005, County Attorney**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**9990**	**59900**	**Reserve for Contingency**		**228,981.00**		**100,000.00**	**128,981.00**
E	**005**	**2103**	**53100**	**Professional Services**		**237,015.33**	**100,000.00**		**337,015.33**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funding from Reserve for Contingency due to higher legal invoices than anticipated.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-089**

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

TRANSFER TYPE:

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

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$450,000.00**	
10/15/24	10/15/24	24-25-007	($5,456.00)	$444,544.00	To provide add'l funding to Property Appraiser budget for salary increased per EDR.
12/17/24	12/17/24	24-25-004	($55,836.00)	$388,708.00	To provide add'l funding to Clerk of Courts budget for health insurance increase.
12/17/24	12/17/24	24-25-027	($18,317.00)	$370,391.00	To provide add'l funding to Supervisor of Elections budget for final EO salary_health insurance increases.
02/21/25	02/21/25	24-25-041	($4,500.00)	$365,891.00	To provide add'l funding for Central Square Software Upgrade.
04/15/25	04/15/25	24-25-054	($33,910.00)	$331,981.00	To provide add'l funding for Misdemeanor Probation to cover software purchase/Maintenance.
04/15/25	04/15/25	24-25-058	($25,000.00)	$306,981.00	To provide add'l funding for Sheriff RSAT grant match due to increased grant.
05/20/25	05/20/25	24-25-072	($78,000.00)	$228,981.00	To provide add'l funding for Nuisance Abatement cleanup projects
07/01/25		24-25-089	($100,000.00)	$128,981.00	To transfer funding from Reserve for Contingency due to higher legal invoices than anticipated.
REVISED TOTAL:				**$128,981.00**	

CONTINUED ON NEXT PAGE

Reg.-1303-2024 **Statement of Issue**

Staff respectfully requests Board approval for additional funding to support legal expenditures for the remainder of the fiscal year. Two months of legal costs from the previous fiscal year were processed and paid during the current fiscal year, reducing the funds available for current-year operations.

In addition, the ongoing Fire Union negotiations have required a high level of legal support from the legal firm assigned to it, creating unanticipated demands on the Legal Department's budget. These negotiations are critical to maintaining strong labor relations and ensuring compliance with applicable laws. These combined circumstances have placed an unexpected burden on the Legal Department's existing budget, necessitating this amendment.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the June 3, 2025, Regular Meeting of the Board.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of the minutes from the June 3, 2025, Regular Meeting of the Board.

FISCAL IMPACT

Attachments: 060325REG.pdf

REGULAR MEETING OF THE BOARD, JUNE 3, 2025

1. The meeting was called to order at 9:02 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

Also, present: Laurie Hurner, County Administrator; J.D. Langford, Assistant County Administrator; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; Pam Gamez, Deputy Clerk; and Deborah Cwalinski, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Commissioner Kevin Roberts.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Commissioner Scott Kirouac.

4. ANNOUNCEMENTS

The Highlands County IDA/EDC will hold a general body meeting on Wednesday, June 4, 2025, at 7:30 a.m., at Classic Caladium, Inc., 1069 FL-25, 1315 W Mainstreet, Avon Park, FL.

Highlands County Code Enforcement Special Magistrate will hold a hearing on Wednesday, June 4, 2025, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, June 10, 2025, in the Board Room, 600 S. Commerce Ave., Sebring, FL.

Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, June 10, 2025, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL.

Laurie Hurner, County Administrator, mentioned two additional announcements: current outdoor construction may be noisy but is safe; the display cases have been updated by the Public Information Officer.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
None were presented.

7. CONSENT AGENDA
Sherry G. Sutphen, County Attorney, addressed a minor change to item 7A.

Commissioner Elwell moved to approve the consent agenda as amended. Commissioner Kirouac seconded the motion.

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

A. **Request approval of Interlocal Agreement between County and City of Sebring for use of County's line painting machine on City property TDC-approved sports tourism events.** *See City of Sebring file.*

B. **Request approval of the Interlocal Agreement between Highlands County and the Town of Lake Placid retroactive to October 1, 2024.** *See Town of Lake Placid file.*

C. **Request Adoption of Resolution 24-25-101 for Budget Amendment 24-25-073 to appropriate awarded FY 24-25 Drone Replacement Program grant/project funds.** *See SMB 157 Page 102 & Res. Book 38 Page 24.*

D. **Request approval of Budget Amendment 24-25-079 to reallocate funds within Fund 110 (Transportation Trust Fund) and Fund 401 (Solid Waste Trust Fund) for the purchase of a SkyScout Pro Drone.** *See SMB 157 Page 103.*

E. **Request adoption of Resolution 24-25-090 for Budget Amendment 24-25-065 for Project #21062, Lake June-in-Winter Catfish Creek Best Management Practices (BMPs).** *See SMB 157 Page 104 & Res. Book 38 Page 25.*

F. **Request approval of Amendment 1 between Central Square Technologies and Highlands County.** *See Central Square Technologies file.*

G. **Request approval of Budget Amendment 24-25-077 to realign funds in Projects 20027, 23107, and 17020 (Stop Child Abuse License Plates) for Travel and per Diem for CAC Staff to attend the Krimes Against Kids Conference in July 2025.** *See SMB 157 Page 105.*

H. **Request approval of License Agreement between County and ROAM Projects for special use of H.L. Bishop Park for an overnight sports tourism event, Last Paddler Standing, from December 5-8, 2025.** *See Tourist Development file.*

I. **Request the Chair's signature on the JAG Countywide Certification of Participation (COP) to apply for the grant as well as the 51 % Letter that is required.** *See Sheriff's Office file.*

8. PUBLIC COMMENT

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

9. COMMITTEE ASSIGNMENTS:

A. Request appointment of two Regular Members to the Tourist Development Council.

Leah Sauls, Development Services Director, and Reagan Fultz, Marketing Manager for the Tourist Development Council, presented the request. Commissioner Campbell and Commissioner Roberts recommended Martiza Cristiansen and Elizabeth Compton.

Commissioner Campbell moved to appoint Martiza Cristiansen and Elizabeth Compton to the Tourist Development Council. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 106.***

10. PUBLIC HEARING

A. Public hearing to consider adoption of Resolution 24-25-095 pertaining to the reimposition of the solid waste special assessment.

Tanya Cannady, Business Service Director, presented the request. This public hearing has been duly noticed. Proof of publication has been provided to the Clerk to become part of the permanent record.

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

Commissioner Roberts moved to adopt Resolution 24-25-095 pertaining to the reimposition of the solid waste special assessment. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 157 Page 107 & Res. Book 38 Page 26.***

B. Request adoption of Ordinance 24-25-12 pursuant to Florida Statues, Section 125.01.

James K. Duppenthaler, Fire Chief, presented the request. This public hearing has been duly noticed. Proof of publication has been provided to the Clerk to become part of the permanent record. Due to recent rain, Chief Duppenthaler suggested that no action is needed at this time.

Commissioner Tuck opened the floor to the public. Input was not received. No action was taken. ***See SMB 157 Page 108.***

C. Public Hearing to consider adoption of Ordinance 24-25-11, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order related to the operation or maintenance of a sand, gravel, rock or stone pit, quarry or other mining operation or which involves the extraction of natural materials, earth or topsoil.

Sherry G. Sutphen, County Attorney, read the caption of the ordinance into the record. Cyndi Kramer, Planning and Zoning Manager, and Melony Culpepper, Planning & Zoning Supervisor, presented information pertaining to the implementation of a temporary moratorium from both the zoning and planning perspective. This public hearing has been duly noticed. Proof of publication has been provided to the Clerk to become part of the permanent record.

Commissioner Tuck opened the floor to the public. Pam Fentress, Frank Youngman, Zach Franco, Ray Royce, Gary Brown, Lew Carter and Jarred Eddy commented.

After detailed discussion, the Commission agreed they were not ready to support a moratorium. Staff was directed to look at regulations and come back to the Board within six months after gathering additional data from other entities and experts. No further action was taken. ***See SMB 157 Page 109.***

11. ACTION AGENDA

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

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

A. Consideration of Statement of Legislative Intent for an Amendment to the Land Development Regulations to Adopt Lighting Regulations.

Cyndie Kramer, Planning & Zoning Manager, presented the request. Staff was directed to bring back

recommendations based on what is successful in other areas before adopting an ordinance.

Commissioner Tuck opened the floor to the public. Paul Gray expressed support of the lighting regulation.

No action was taken. ***See SMB 157 Page 110.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report as of May 28, 2025.

Sherry G. Sutphen, County Attorney, presented the county attorney's long-range log and shared she and county administration will be meeting with court administration on June 5, 2025, to discuss the interlocal agreement regarding shared employees. ***See SMB 157 Page 111.***

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

Laurie Hurner, County Administrator, provided the Commission with the Project Status Report and made mention of the following:

- The Constitutional budgets have been submitted.
- Input was received from a courtside meeting with Judge Peter Estrada and Bartow court staff, regarding the budget and Capital Financial Strategy (CFS) program.
- Positive feedback has been received from citizens using the Memorial Trailhead Park.
- The Lake Placid firehouse property environmental survey study has been received; the county is halfway through the purchasing process. The lobbyists in Tallahassee are advocating for Lake Placid Firehouse appropriations.

See SMB 157 Page 112.

13. COMMISSIONERS

Commissioner Roberts shared he will be out of town June 6, 2025, through June 16, 2025.

Commissioner Kirouac shared he attended the Memorial Trailhead Park ribbon cutting ceremony and stated that it is a great location, and easily accessible to families. He requested the Commission consider addressing the garbage on the side of Arbuckle Creek Road and the tipping fees at the landfill soon.

After receiving initial budgets, Commissioner Elwell stated he anticipates this will be a difficult budget year. He announced the Hurricane Expo taking place at Lakeshore Mall on Saturday June 7, 2025, from 10 a.m. to 3 p.m., as the storm season approaches. Commissioner Elwell also announced the Lake Placid Inflatable Water Park opened on June 1, 2025, at H.L. Bishop Park, and stated he attended three Memorial Day events: Lakeview Memorial Gardens; American Legion; and the Military Sea Services Museum.

Commissioner Campbell announced a lacrosse event being held this weekend at the Lake Placid Sport Complex and stated he will be out of town Memorial Day weekend.

Commissioner Tuck commended the wonderful job done on the new American Legion mural.

14. INFORMATIONAL

A. Request to recognize the donation to purchase Two (2) Lucas Devices to Highlands County Fire Rescue. *See SMB 157 Page 113.*

B. Board payables from June 3, 2025, through June 16, 2025. *See Check Report file.*

15. ADJOURN

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

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

The meeting adjourned at 12:04 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Reagan Fultz, Tourism Marketing & Project Manager**

SUBJECT/TITLE: **Request approval of a Sport Event Tourist Development Grant for 2025 BNA Sports College Showcase to be held in Highlands County on August 2-3, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Request approval of a Sport Event Tourist Development Grant for 2025 BNA Sports College Showcase to be held in Highlands County on August 2-3, 2025.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in FY24/25 for marketing said event. The 2025 BNA Sports College Showcase is eligible for $9,940.00 from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: STATEMENT OF ISSUE.pdf
Attachments: Grant Agreement Signed.pdf

STATEMENT OF ISSUE

The Tourist Development Council (TDC), at the regular meeting on May 1, 2025, recommended reimbursing Brand Name Athletes Sports Organization, Inc. (Grantee) for the 2025 BNA Sports College Showcase held in Highlands County. The event is a girls youth flag football college showcase.

The Grantee requested up to $15,000.00 in funding from the TDC, but in their application named only $9,940.00 worth of expenses. Therefore, the TDC recommends reimbursing up to a total of $9,940.00 for the event, with the entirety of that amount being based on room nights generated by the event at $20/per verified room night.

This grant will be to cover eligible costs associated with facility rental, marketing, and awards, signage and T-Shirts featuring Visit Sebring logo in staff approved designs, and approved reimbursable items under the Sports Event Grant guidelines for the 2025 BNA Sports College Showcase.

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT AGREEMENT

GRANTEE

NAME: BRAND NAME ATHLETES SPORTS ORGANIZATION, INC.
ADDRESS: 2582 MAGUIRE RD., OCOEE, FL 34761
FEI NO: 88-1531709

Highlands County, a political subdivision of the State of Florida ("COUNTY"), hereby agrees to provide funding to Brand Name Athletes Sports Organization, Inc. ("GRANTEE") for the purpose of reimbursement of expenses for the 2025 BNA Sports College Showcase ("Event") as provided in the Funding Application attached to this Agreement as Attachment "A" and made a part hereof. To the extent of any conflict between Attachment "A" and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 1. GRANTEE RESPONSIBILITIES

A. The GRANTEE shall be responsible for obtaining all applicable local, state and federal permits.

B. The GRANTEE 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 GRANTEE shall be responsible for the payment of all its FICA and Social Security Taxes.

SECTION 2. INDEPENDENT CONTRACTOR RELATIONSHIP

The GRANTEE 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 GRANTEE shall at all times, and in all places, be subject to the GRANTEE's sole direction, supervision and control. The GRANTEE shall exercise control over the means and manner in which it and its employees and volunteers perform the work and, in all respects, the GRANTEE'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 GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

SECTION 3. REPORTS

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

SECTION 4. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the COUNTY and shall remain in effect until September 30, 2025.

SECTION 5. NOTICE

Any notice or other written communication, except invoices, between the parties to this Agreement 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.

SECTION 6. COMPENSATION

A. The COUNTY agrees to reimburse the GRANTEE in an amount up to Nine Thousand Nine Hundred and Forty Dollars ($9,940.00) for the 2025 BNA Sports College Showcase with room verifications required for the entirety of the awarded amount, from Cost Center 5305, the Marketing and Promotion Fund for providing the services described in attached Attachment "A". The GRANTEE 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 GRANTEE 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.

B. This Agreement is subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the funding as set forth herein. The COUNTY shall provide notice to the GRANTEE if it decides for any reason or no reason in its sole discretion, not to provide funding for this Agreement in its annual budget.

SECTION 7. PROHIBITION AGAINST LOBBYING

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

SECTION 8. 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.

SECTION 9. GENERAL TERMS AND CONDITIONS

A. The COUNTY may terminate this Agreement for its convenience. In this event, the GRANTEE shall be compensated for work satisfactorily completed and for

irrevocable commitments made.

B. All services shall be performed by the GRANTEE to the satisfaction of the COUNTY.

C. The GRANTEE shall be notified, in writing, by the COUNTY Project Manager of Agreement 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 GRANTEE and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Agreement in accordance with paragraph 4 of this section.

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

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

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

G. The GRANTEE shall maintain accurate books, records and documents directly pertinent to performance under this Agreement and for all expenditures of all funds received under this Agreement in accordance with generally accepted accounting principles consistently applied. The GRANTEE shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by the COUNTY's personnel and other personnel authorized by the COUNTY. The GRANTEE 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.

H. The GRANTEE 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 GRANTEE, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the GRANTEE for performance of this Agreement is the specific consideration from the COUNTY to the GRANTEE for the GRANTEE's indemnity agreement.

I. The GRANTEE covenants that it presently has no interest and shall not

acquire any interest which would conflict in any manner or degree with the performance of services required.

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

K. The COUNTY reserves the right to unilaterally cancel this Agreement for refusal by the GRANTEE 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 GRANTEE in conjunction with this Agreement.

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

M. The GRANTEE 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.

SECTION 10. CHOICE OF LAW/FORUM

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

SECTION 11. SEVERABILITY

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

SECTION 12. PUBLIC ENTITY CRIMES

The GRANTEE 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.

SECTION 13. DISCRIMINATORY VENDOR LIST

The GRANTEE 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.

SECTION 14. 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 GRANTEE 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 GRANTEE 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 GRANTEE 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 GRANTEE stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the GRANTEE 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 GRANTEE's breach of this provision, any and all such costs shall be paid by the GRANTEE 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 15. FOREIGN COUNTRY OF CONCERN

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the GRANTEE certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the GRANTEE; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The GRANTEE understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 16. FORCED LABOR OR HUMAN TRAFFICKING

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the GRANTEE certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The GRANTEE understands that in addition to criminal penalties for perjury, a violation of this Section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 17. 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 pursuant to this Agreement shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

SECTION 18. INSURANCE

The GRANTEE 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:

a. AUTOMOBILE LIABILITY: Combined Single Limit: One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

b. COMMERCIAL GENERAL LIABILITY: One Million Dollar ($1,000,000.00) each occurrence;

c. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the Work described herein in compliance

with Florida law and Federal law. The policy must include Employer Liability coverage with limits not less than $1,000,000.00 each occurrence $1,000,000.00 each employee, and $500,000.00 policy limit for disease.

For every insurance policy required hereunder, the GRANTEE 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 GRANTEE;
2. The specified name of the Event;
3. "HIGHLANDS COUNTY" as Additional Insured;
4. Recognition of 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; and
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

SECTION 19. 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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

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

B. GRANTEE 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 Agreement term and following completion of the Agreement if the GRANTEE does not transfer the records to the COUNTY.

4. Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the GRANTEE transfers all public records to the COUNTY upon completion of the Agreement, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Agreement, the GRANTEE 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 20. ENTIRE AGREEMENT

It is hereby understood and agreed that this Agreement 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 Agreement.

(Signatures on following page)

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

HIGHLANDS COUNTY

_____
Arlene Tuck, Chair

DATE:_____

ATTEST:

_____
Jerome Kaszubowski, Clerk

BRAND NAME ATHLETES SPORTS ORGANIZATION, INC.

_____
Darrell Taylor, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, as DARRELL TAYLOR, of President Brand Name Athletes, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the GRANTEE, and who is personally known to me or who produced FL Drivers Lic as identification, and who did/did not take an oath this ____ day of _____, 2025.

(stamp)

MICHAEL TIMMINS
Notary Public
State of Florida
Comm# HH237367
Expires 3/7/2026

_____
NOTARY PUBLIC, State of Florida

Sports Event Grant Funding Program

Guidelines & Application

This program is administered by the Highlands County Tourist Development Council (TDC), which is an advisory council to the Highlands County Board of County Commissioners.
Approved by TDC on August 10, 2023
Approved by the Highlands County Board of County Commissioners
on September 19, 2023, through Resolution No.: 22-23-186

SPORTS EVENT GUIDELINES

Funding is available for major Sports Events staged in Highlands County by organizations that attract large numbers of visitors from outside Highlands County. Such an Event must generate a **minimum of 100 TOTAL room nights** to be considered for funding. An example would be a state, regional, national, or international sporting event.

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

Sports Event Criteria

For Sporting Events staged in Sebring/Highlands County April-December that attract overnight visitors in Highlands County - grant program requirements include:

1. Room night minimum: At least 100 verified room nights.
2. Funding is not intended to support administrative costs. Funding is intended to support marketing and promotional efforts, venue/site rentals and costs, bid fees, etc.
3. The Visit Sebring logo block must appear prominently in all advertising and publicity (written or electronic) for the Event.
4. Hotels/accommodations secured for the Event must be located within Highlands County.
5. Funding shall be provided as reimbursement for approved actual expenditures upon completion of the Event. Proof of payment must be provided. Proof of payment may be submitted in the form of a vendor receipt and a front and back copy of cleared check or credit card receipt. Cash receipts will not be accepted for reimbursements.
6. The TDC will only pay the agreed upon facility fees directly to the Applicant upon submission of the receipt showing payment in full.
7. To be eligible for payment, Applicant must timely submit completed, signed, and verified Room Block Report(s)/Room Night Certification Form(s). Failure to submit completed Room Block Report (s)/Room Night Certification Form(s) will result in disqualification for support. Applicant must provide the written report including documentation of the actual room nights generated in comparison to the initial room night guarantee indicated in the application not more than 60 days after the Event/Project concludes. It is the responsibility of Applicant to provide proof of room

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

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

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

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

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

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

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

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

SPORTS EVENT FUNDING REQUEST LEVELS

There is a maximum funding level of $20,000. The guaranteed number of room nights stated by the Applicant does not guarantee the level of funding at which the Event may be approved. The final funding recommendation will be based on the TDC's sole and absolute discretion. The TDC has the right to place the application at a lower funding level with providing justification for its decision. All requests will be submitted as a recommendation by the TDC to the Highlands County Board of County Commissioners which makes the final decision.

Exceptions for extraordinary circumstances

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

The TDC will reimburse for actual, verified room nights only. For example:

If the TDC approved a grant for $20,000 for an event that guaranteed 1,000 room nights and the event actually only generated 700 total room nights, the TDC would determine the total percentage of what was produced based upon what was guaranteed by taking 700/1000= 70%. The maximum total amount awarded in this case based upon the % formula would be 70% of $20,000 which equals $14,000.

ELIGIBLE USE OF FUNDS

The following is a list of how Tourist Development Funds are to be used to promote tourism for Highlands County.

1. Out-of-County Advertising Expenses

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

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

2. Promotional Items/Shirts

Must be tied to a direct "experience" with the event (i.e. themed reception, activity, etc.) and the Visit Sebring logo must be included on the shirt or promotional item, and the item with logo must be pre-approved by TDC staff before they qualify for reimbursement. Please consult TDC staff regarding any direct experience ideas.

3. Hosting, Bid, Facility or Event Fees

- Bid or Hosting Fee (Must be considered an authorized use as determined by the Florida Statute 125.0104).
- Facility fees - for Events taking place at Highlands County sports facilities, including MOT fees.
- Necessary event-related operational expenses, as approved per Florida Statute 125.0104 and indicated in the final motion to approve funding.

4. Trophies, Plaques, and Non-Monetary Awards

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

5. Field/Facility Related Expenses

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

INELIGIBLE USES OF FUNDS:

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

AUTHORIZATION HISTORY:

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

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

Event Grant Funding Program

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

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

APPLICATION DEADLINE AND GUIDELINES:

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

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

Submittal & Meeting Schedule for Sports Event Funding

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

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

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

REIMBURSEMENT/ACCOUNTABILITY:

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

ROOM NIGHT TRACKING:

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

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

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

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

CONCLUSION:

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

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

Highlands County Tourist Development Council
Room Night Certification Form

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

Attention: Hotel Representative / Contact

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

Name of Hotel/Accommodation: _____

Contact Person: _____

Telephone: _____ **Email:** _____

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

Hotel Contact Signature: _____

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

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

Name of Applicant: _____

Signature: _____ **Title:**_____

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

Highlands County Tourist Development Council
Post Event Report

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

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

Event Organizer: _____

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

Total Paid Room Nights: _____

Attendee Origin & Type

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

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

_____

_____

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

_____

_____

_____

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

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

Event Organizer Signature: _____ Date: _____

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

APPLICATION

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

Copies of the following items 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: $ 15,000

I. General Information

1. Name of Applicant: Darrell Taylor
2. Name of Event:
3. Contact person:
4. Contact person e-mail: dtaylor@bnasports.org
5. Complete address of Applicant: 6101 Cypress Hill Rd, Winter Garden, FL 34787
   Cell phone: 407 466 5627
6. Applicant's Chief Official/Tournament Director: Darrell Taylor
   Title: Owner
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? Yes (No)
   a. If yes – list years and amounts:
8. Amount Applicant is requesting for the Event/Project: $ 15,000
9. Intended use of funds *(Refer to page 7 – Eligible and Ineligible Uses of Funds)*:
   Facility rental fees, event shirts, winning trophies, print and digital advertising to flag football teams in the state

II. Details about Applicant (describe your business or organization):
BNA Sports is a youth sports events company. We provide event experiences for all sports.

III. Schedule of Event/Project:
9 AM to 6 PM Saturday and Sunday August 2-3, 2025

IV. Event/Project Specific Information

1. Event/Project name: BNA Sports College Showcase
2. Type of event or project: Flag Football Tournament - women's
3. Dates of Event/Project: August 2-3, 2025
4. Location of Event/Project: Highlands County Sports Complex
5. Number of days: 2 Hours: 20

6. Projected number of participants, coaches, officials:
   Overnight, out of state: Overnight, in-state: 500 Day Trip:

7. Projected number of spectators per day:
   Overnight, out of state: Overnight, in-state: 1,000 Day Trip:

8. Projected number of media, staff, officials:
   Overnight, out of state: Overnight, in-state: 40 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): $10

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:** 750

13. How will you verify room nights? We are partnering with local hotels and also mandating this event as stay-to-play

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

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

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)
Registration Fees	$10,000
Gate Fees	$5,000
Vendor Fees	$1,000
Visit Sebring/TDC Funding Request	$ 15,000
TOTAL INCOME ALL SOURCES	$ 31,000

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**
T shirt order	$5,000
Out-of-county marketing expenses	$1,000
Field rental	$2,090
Signage (with Visit Sebring)	$1,500
Awards	$350
	$
TOTAL EVENT EXPENSES	$ 12,245
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Travel/marketing for non-Highlands County camp recruitment	$1,000
T-Shirt Order	$5,000
Signage	$1,500
Field Rental	$2,090
Awards	$350
TOTAL TDC EXPENSES	$ 9,940

Grant Application Checklist

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

Initials

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

Date of Event: _____

Date of Application: _____

DT
_____ 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).

DT
_____ 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)

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

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

DT
_____ 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.

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

DT
_____ 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.

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

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

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

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

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

DT 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)

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

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

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

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

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

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

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

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

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

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

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

Authorized Agent: Darrell Taylor

Title: President/CEO *Date:* 4/21/2025

Authorized Agent Signature: DK Taylor

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: _____

Date: _____

By: _____
(Signature)

Its: _____
(Title)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this ____ day of _____, 20__ by _____ (name) as _____ (title) for _____(applicant, name of party on behalf of whom instrument was executed).

(NOTARY SEAL)

_____
(Signature of Notary Public-State of Florida)

_____
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced

_____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Dawn Ritter, Natural Resources Manager**

SUBJECT/TITLE: **Request approval of Partner for Fish and Wildlife Program Agreement with United States Fish and Wildlife Services (USFWS) and Wildlands Conservation.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Partner for Fish and Wildlife Program Agreement with United States Fish and Wildlife Services (USFWS) and Wildlands Conservation.

FISCAL IMPACT

Increase to conservation trust fund 129, cost center 6307, project #02084 in the amount of $22,022.06.

Attachments: 20250616_Landowner Agreement_USFWStoMultiple_F22AC02989_SunNLake Preserve 2025-01-FWS-WC.pdf
Attachments: Statement of Issue-USFWS and Preserve.docx

Cooperative Agreement: F22AC02989

Landowner Agreement No: 2025-01

PARTNERS FOR FISH AND WILDLIFE PROGRAM
LANDOWNER AGREEMENT
Sub-Recipient Agreement to the Cooperative Agreement between the U.S. Fish and Wildlife Service and Wildlands Conservation

This Landowner Agreement ("Agreement"), between Highlands County ("County" or "Landowner") and Wildlands Conservation ("Cooperator"), and the U.S. Fish and Wildlife Service ("USFWS") is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended, is effective as of the date executed by the last party hereto. This project was selected for funding because the Landowner shares a common objective with the USFWS and the Cooperator to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife Program (PFW) Strategic Plan.

The County, 600 S. Commerce Avenue, Sebring, Florida 33870 , hereby agrees to participate with the USFWS and Cooperator in conducting certain wildlife management practices on lands owned or managed in Highlands County, Florida, described as follows: Sun N' Lake Preserve located at 27.5324695, -81.5519702 ("Property").

In signing this Agreement, the Landowner joins as a participant in a wildlife habitat improvement program and grants to the Cooperator and the USFWS authority to complete the habitat improvement project or the Landowner may personally carry out management activities with financial or material support as described in attached **Exhibit "A"**. Any donation of supplies, equipment, or direct payment from the Cooperator to the Landowner for carrying out the habitat improvements is included in **Exhibit "A"**. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner, or Cooperator, or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on July 1, 2035. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon thirty (30) days advance written notice to the other parties. However, if the Landowner terminates the Agreement before its expiration, or if the Landowner should materially default on these commitments, then the Landowner agrees to reimburse the Cooperator prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement, and the Cooperator will work with the USFWS to determine how those funds will be used. For these purposes, the total cost of the habitat improvements to the United States is agreed to be Twenty-two Thousand twenty-two and 06/100 Dollars ($22,022.06).

Landowner:

The Landowner or their land manager, with legal authority over land management decisions, guarantees ownership of the above-described land and warrants that there are no outstanding rights

that interfere with this Agreement.

The Landowner will notify the USFWS and Cooperator of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement. This Agreement shall be recorded in the public records of Highlands County, Florida.

The Landowner agrees to allow access (with advance notice) to the USFWS and Cooperator to implement the project described in **Exhibit "A,"** and to monitor project success.

During the habitat retention period, the Landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner. There shall be no obligation to the USFWS or the Cooperator after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. Technical advice and support will be provided by the USFWS and Cooperator in the application for the permit(s).

The Landowner and Cooperator agree to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner will not be responsible for replacing wildlife habitat developments that are damaged or destroyed by severe acts of nature.

Cooperator:

The Cooperator does not assume any jurisdiction over the premises as part of this agreement and assumes no liability for damage occurring on this Property or surrounding properties.

The Cooperator will not be held liable in any way to restore this Property to its prior condition upon termination or expiration of this agreement.

The Cooperator agrees to provide technical advice and assistance that may be required for the Landowner to fulfill the terms of the agreement, including that related to financial reimbursement.

USFWS:

The USFWS will work with the Landowner and Cooperator throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner's Property to implement the project described in Exhibit A, and to monitor project success.

The USFWS assumes no liability for damage or injury occurring on this Property or surrounding properties other than that caused by its own negligence. The USFWS does not assume jurisdiction over the premises by this Agreement.

Signatures:

Arlene Tuck, Chairwoman, Highlands County (Landowner) Date

Dave Sumpter, Wildlands Conservation (Cooperator) 6/20/2025 Date

Aline Morrow, PFW Biologist (USFWS) Digitally signed by ALINE MORROW Date: 2025.06.17 13:27:47 -04'00' Date

Chad Allison, PFW State Coordinator (USFWS) CHAD ALLISON Digitally signed by CHAD ALLISON Date: 2025.06.17 16:30:46 -04'00' Date

EXHIBIT A

The habitat improvements described below are agreed to by Highlands County (Landowner), the USFWS, and Wildlands Conservation (Cooperator) in a Landowner Agreement effective on the 1st day of July, 2025.

Description of Habitat Improvement Project and Objectives:

This project will take place on the Landowner's 1,350-acre Sun N' Lake Preserve. The preserve is a large, mostly pristine, undisturbed, area containing a variety of habitats: mesic flatwoods, cypress/tupelo swamps, bayheads, cutthroat seeps, and smaller areas of inter-dispersed wetlands. The goal for the project is to re-establish prescribed burning maintenance for the Property, continue control of invasive and exotic vegetation, and mechanical treatment. This will enhance biological diversity, improve threatened and endangered species habitat, provide outreach opportunities for the public, and reduce fire hazards for the adjacent residential neighborhood. Species that will benefit from this project include: Florida panther (*Puma concolor coryi*), Florida black bear (*Ursus americanus*), bald eagle (*Haliaeetus leucocephalus*), and cutthroat grass (*Panicum abscissum*).

Specific activities for the project include:

- Prescribed fire on 160 acres following existing management plan guidance of 2-5 year rotation.
- Maintenance of fire breaks (discing and mowing) around burn units identified for treatment.
- Herbicide and/or mechanical treatment of Florida Invasive Species Council List Category I species (*Lygodium* spp., cogon grass, etc.).

The Landowner will:

Be responsible for project development/planning, work coordination/implementation, work monitoring/evaluation, communicating project progress to USFWS, and providing support for required financial and performance reporting.

In order to comply with requirements of the National Environmental Policy Act, Section 7 of Endangered Species Act, and Section 106 of the National Historic Preservation Act (NHPA), Landowner must not begin any potentially impactful work related to this Agreement until the USFWS has provided written notification that such work can begin.

The Cooperator will:

Assist as able with project implementation alongside USFWS while assuming responsibility for securing reimbursable funds on behalf of the Landowner and submitting financial and performance reporting through assistance from USFWS.

USFWS will:

Provide PFW funding for the project through 07/31/2027, as well as substantial involvement to include project development/planning, work coordination/implementation, work monitoring/evaluation, as well as financial and performance reporting throughout the duration of the project.

Budget Table:

Object Class Categories [a]	Partners				
	Landowner	**USFWS PFW Program**	**USFWS Other Programs**	**Other Non-USFWS**	**Totals**
Personnel	$8,914.40	$	$	$	**$8,914.40**
Fringe	$	$	$	$	**$**
Travel	$	$	$	$	**$**
Equipment	$2,118.60	$	$	$	**$2,118.60**
Supplies	$	$	$	$	**$**
Contractual	$15,360.00	$19,819.85	$	$	**$35,179.85**
Other	$	$	$	$	**$**
Indirect	*$*	*$2,202.21*	*$*	*$*	***$2,202.21***
Totals	**$26,393.00**	**$22,022.06**	**$**	**$**	**$48,415.06**

[a] The total cost-share by the Cooperator, USFWS, and the Landowner must remain the same; however, allocations by category may be redistributed upon prior approval by the USFWS.
Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

Personnel: $8914.40 is approved as landowner contribution, broken down as follows:

Natural Resources Specialist II to implement disking of fire breaks and herbicide maintenance, and support in prescribed burns, 100 hours @$29.33/hour = $2,933.00

Natural Resources Specialist I to implement disking of fire breaks and herbicide maintenance, 100 hours @$26.58/hour = $2,658.00

Natural Resources Technician to implement disking of fire breaks and herbicide maintenance, 100 hours @$19.14/hour = $1,914.00

Equipment Operator to implement side arm mowing for fire breaks, 60 hours @$23.49/hour = $1,409.40

Equipment: $2,118.60 is approved as landowner contribution, broken down as follows:

Landpride Bush Hog Mower, 30 hours @$8.16/hour = $244.80

Kubota Mowing Tractor, 60 hours @$30.23/hour = $1,813.80

Horrow Disk Plow, 60 hours @$1/hour = $60

Contractual: $15,360 as landowner contribution and $19,819.85 from USFWS is approved for contractual implementation of prescribed fire and/or mechanical/herbicide applications.

Indirect: $2,202.21 from USFWS in indirect charges is approved for Cooperator's time and services to complete project as described.

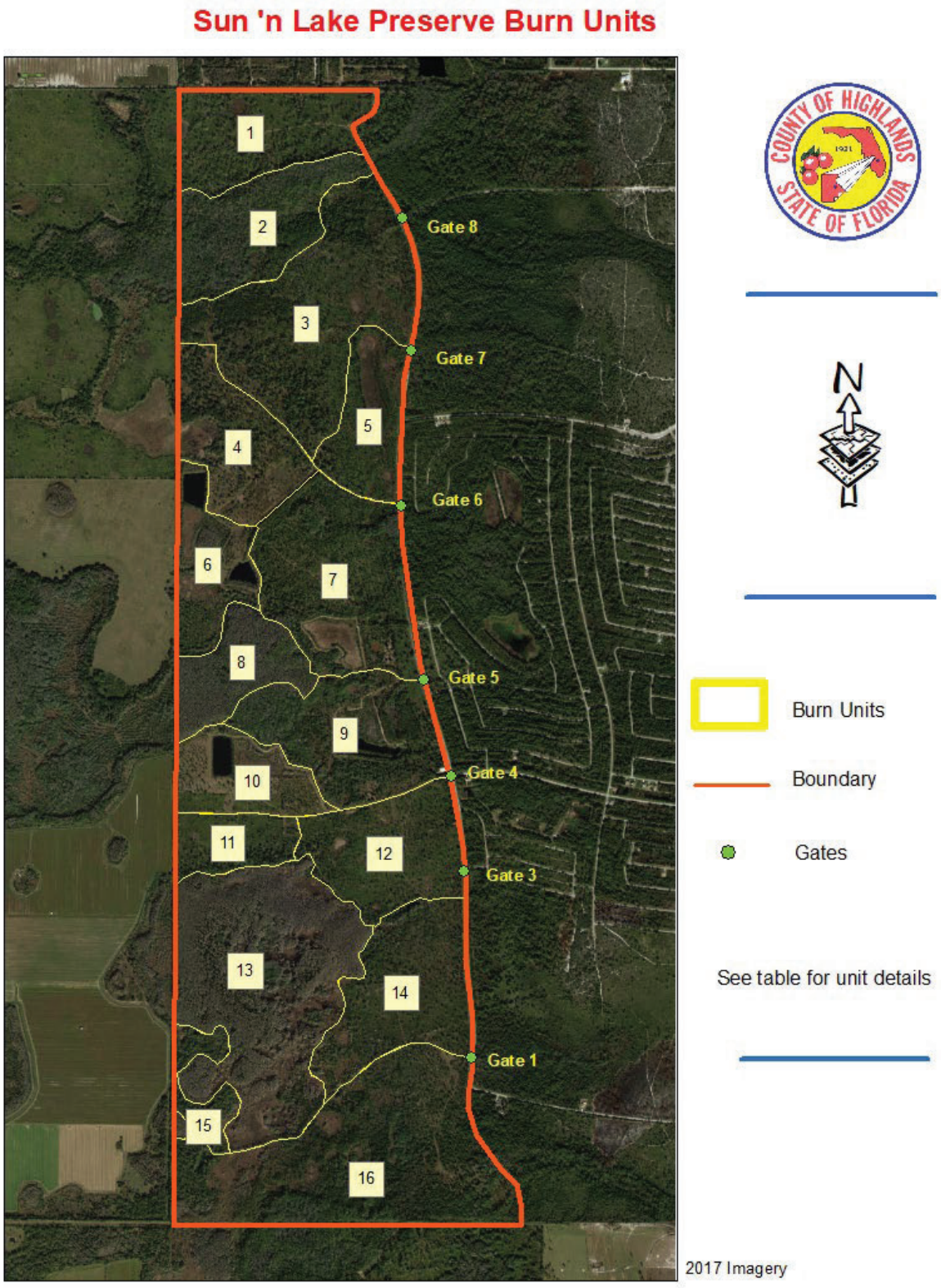


Figure 1: Sun 'n Lake Preserve burn zones is scheduled for treatment on a 2-5-year rotation.

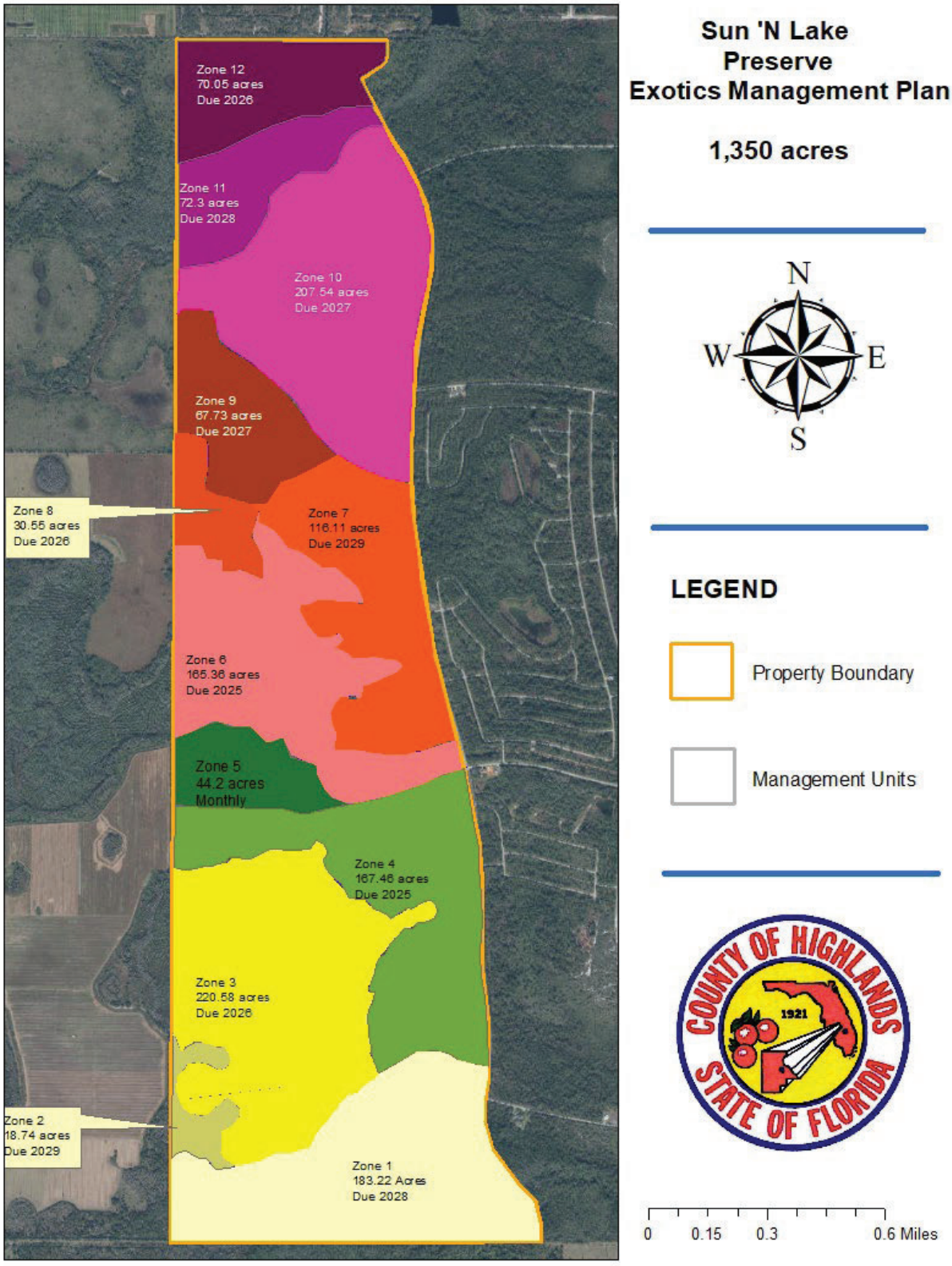


Figure 2: Sun 'n Lake Preserve exotic treatment zones is scheduled for treatment on a 2-5-year rotation.

Statement of Issue

This agreement with United States Fish and Wildlife Services (USFWS) and Wildlands Conservation will provide $22,022.06 funding in conducting wildlife management practices at the Sun ‘n Lake Preserve. This includes scrub habitat management and restoration such as prescribed burning, treatment of invasive and exotic plants, and continuing protection of native species. Any other cost is based on internal personnel and equipment which is to be anticipated for the Sun ‘n Lake Preserve to meet the conservation goals.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Tanya Cannady, Business Services Director**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-093 providing budget for payments to Public Consulting Group related to the Public Emergency Medical Transportation (PEMT) Program.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-093 providing budget for payments to Public Consulting Group LLC related to the Public Emergency Medical Transportation (PEMT) program.

FISCAL IMPACT

The budget amendment for $60,000 is a transfer in Fund 005 (General) from Cost Center 9990 (Budgetary Expenditures AC/005), Account 59900 (Reserve for Contingency) to Cost Center 5105)Ambulance Service), Account 53400 (Contractual Services).

Attachments: 24-25-093 Transfer Funding for 5105_PEMT (Reserve).pdf
Attachments: 24-25-093 Transfer Funding for 5105_PEMT (BA)_.pdf
Attachments: statement of issue pcg 7-15-25.docx

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$450,000.00**	
10/15/24	10/15/24	24-25-007	($5,456.00)	$444,544.00	To provide add'l funding to Property Appraiser budget for salary increased per EDR.
12/17/24	12/17/24	24-25-004	($55,836.00)	$388,708.00	To provide add'l funding to Clerk of Courts budget for health insurance increase.
12/17/24	12/17/24	24-25-027	($18,317.00)	$370,391.00	To provide add'l funding to Supervisor of Elections budget for final EO salary_health insurance increases.
02/21/25	02/21/25	24-25-041	($4,500.00)	$365,891.00	To provide add'l funding for Central Square Software Upgrade.
04/15/25	04/15/25	24-25-054	($33,910.00)	$331,981.00	To provide add'l funding for Misdemeanor Probation to cover software purchase/Maintenance.
04/15/25	04/15/25	24-25-058	($25,000.00)	$306,981.00	To provide add'l funding for Sheriff RSAT grant match due to increased grant.
05/20/25	05/20/25	24-25-072	($78,000.00)	$228,981.00	To provide add'l funding for Nuisance Abatement cleanup projects
07/15/25		24-25-089	($100,000.00)	$128,981.00	To transfer funding from Reserve for Contingency due to higher legal invoices than anticipated.
07/15/25		24-25-093	($60,000.00)	$68,981.00	To appropriate additional funds to pay for future invoices from Public Consulting Group LLC for PEMT Program
REVISED TOTAL:				**$58,981.00**	

CONTINUED ON NEXT PAGE

REVIEWED
O.M.B DEPARTMENT
June 26, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/23/2025** SUBMITTED BY: **Business Services/OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5105**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Ambulance Services 005**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**9990**	**59900**	**Reserve for Contingency**		**128,981.00**		**60,000.00**	**68,981.00**
E	**005**	**5105**	**53400**	**Contractual Services**		**286,585.70**	**60,000.00**		**356,585.70**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer funds from Reserve for Contingency to pay for future invoices from Public Consulting Group LLC for PEMT Program.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-093**

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

TRANSFER TYPE:

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

SIGNATURE: _____

Signature: _____ DATE: ____/____/____ Posted by Clerk: _____

Form Revised 08/05/2020

Public Consulting Group is a contracted consultant that assists with compliance, cost reporting, guidance and data collection assistance for the Public Emergency Medical Transportation (PEMT) Program. Their fee is 12% of the NET supplemental revenue received from the Medicaid Managed Care providers. For fiscal year 24/25, the general fund revenue budget already includes the NET revenue of $496,628.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **JD Langford Jr. PE., Assistant County Administrator**

SUBJECT/TITLE: **Request approval to rename western portion of Ernest E Sims St to Prof Sims St**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve renaming the western portion of Ernest E Sims St (from S Lake Blvd to the railroad tracks) to Prof Sims St.

FISCAL IMPACT

The fiscal impact will be $750, the cost of five (5) new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

Attachments: Statement of Issue.docx
Attachments: Ernest E Sims Map.png

Item ID

Reg.-1325-2024

Statement of issue

Currently, Ernest E Sims St exists in Avon Park, FL. This roadway has two disconnected parts. The western segment extends from S Lake Blvd on the west side and terminates at the railroad tracks on the east side, just past S Fogle Ave. The eastern portion extends from Strong Ave on the west side and terminates on Memorial Drive on the east. The roadway being disconnected into two segments violates County Ordinance and needs to be renamed due to life, health, and safety concerns per Ordinance 14-15-05, Sec 9-36 Renaming for Public Safety.

The western segment of Ernest E Sims St was selected in part to be renamed due to additional issues with addresses not being within the correct range and duplication of numbers. These issues would have required a readdress to fix but can be completed as part of the readdress process following the road renaming.

As the road is partially within the jurisdictional boundary of the Town of Avon Park and the culturally sensitive nature of the name that is changing, members of the Addressing workgroup have met with representatives from Avon Park, attended an Avon Park Council Meeting to discuss the issue, and have been in email communication with the City Manager regarding the name change. Avon Park Council voted to approve 3 road names to submit to the County Commissioners for adoption. The name Prof Sims St was selected from the approved names submitted by Avon Park to move forward with.

There exist 35 parcels adjacent to Ernest E Sims St. Within those parcels, 18 current site addresses will be readdressed, and seven (7) vacant parcels will be updated to reflect an Ernest E Sims address.

There are seven (7) intersections along the length of the impacted roadway, five (5) within Highlands County jurisdiction and two (2) within Avon Park jurisdiction.

ERNEST E SIMS ST (WEST HALF)

Highlands County: Avon Park, FL

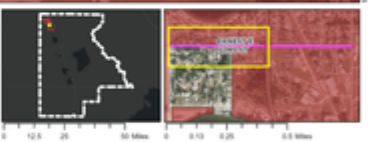
Map Type: Road Analysis

Scale: 1:1,600

Created by: Brian Ward
Date completed: 7/01/2025

0 140 280 560 Feet
0 0.02 0.04 0.09 Miles

Avon Park
Ernest E Sims St
All Intersecting Roads
Parcels Adjacent to Ernest E Sims St
Current
Vacant



0 12.5 25 50 Miles
0 0.13 0.25 0.5 Miles

For Reference Only: Not a Boundary Survey

Highlands County disclaims any liability associated with the use or misuse of this map.
Highlands County makes no warranties regarding the accuracy, completeness, reliability, or suitability of this map.
When utilizing or accessing this map, the user fully assumes all risk associated with the information contained therein.

Highlands County Board of County Commissioners | Engineering - GIS / Addressing Division | 505 S. Commerce Ave, Sebring, FL 33870 | Office: (863)-402-6677

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

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

SUBJECT/TITLE: **Request approval to authorize the submissions of the Hazard Mitigation Grant Program through FEMA.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve authorization for the submissions of the Hazard Mitigation Grant Program through FEMA.

FISCAL IMPACT

There is no fiscal impact.

Attachments: HMGP Statement of Issue.pdf
Attachments: Gov Center authorizing-agent-approval-form.pdf
Attachments: Courthouse authorizing-agent-approval-form.pdf

Statement of Issue

Highlands County Parks & Facilities intends to submit two grant applications through FEMA's HMGP (Hazard Mitigation Grant Program) for the upgrade and replacement of generators at the Government Center and Courthouse. The intent of this upgrade is for the buildings to be fully powered by the generators in the event of intermittent or prolonged outages. Staff has acquired all necessary data for the grant process and the county's LMS (Local Mitigation Strategy) working group. The HMGP requires a 25 percent non-federal match by the County in which funds have been previously allocated through projects 22008 Courthouse Generator Replacement and 21074 Government Center Generator Replacement. This agenda item would approve the Chair and/or Vice Chair signing the finalized applications through the required FEMA portal once we have received the LMS support letter from the July 16th meeting. The deadline for application submission is Friday July 25th 2025.

AUTHORIZING AGENT APPROVAL

For those entities applying for the Hazard Mitigation Grant Program (HMGP), assurance is needed to ensure that non-federal funds are, or will be, secured for the proposed action by the project start date. An Authorizing Agent's signature is needed to provide this. An Authorizing Agent is the chief elected official of a local government who has signature authority, such as a Chairperson of the Board of County Commissioners for a County, the Mayor of a municipality, or an elected Board Member for a private non-profit. Any entity may delegate this authority to a subordinate official by resolution of the governing body. If this is the case, Proof of Authorization must be provided as a separate attachment in Section VI of the relevant HMGP application in DEMES. This form must be fully completed, signed, and submitted into DEMES for an application to be received by FDEM. Applicants will be prompted for this form in the final step of the DEMES HMGP application. Ensure that the information provided here matches the relevant DEMES application. For questions, please email DEM_HazardMitigationGrantProgram@em.myflorida.com.

PROJECT INFORMATION

APPLICANT (ENTITY):	Highlands County
COUNTY:	Highlands
FEMA DISASTER:	Hurricane Milton (DR-4834)
PROJECT TITLE:	Highlands County Government Center Generator Replacment
TOTAL PROJECT COST:	$1,054,681.52
FEDERAL SHARE:	$791,011.14
NON-FEDERAL SHARE:	$263,670.38

AUTHORIZING AGENT

FIRSTNAME:	Arlene
LAST NAME:	Tuck
TITLE:	Chair
ADDRESS:	600 S Commerce Ave
CITY:	Sebring
STATE:	Florida
ZIP CODE:	33870
PHONE:	863-232-8560
EMAIL:	atuck@highlandsfl.gov

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program, as contained in the program guidelines, and affirms that all information contained in this application is true and correct to the best of my knowledge. The governing body of the applicant duly authorized the document, and hereby applies for the assistance documented in this application.

AUTHORIZING AGENT SIGNATURE

Click or tap here to enter text.
DATE

☐ Proof of Authorization – Delegation of Authority attached in Section VI

AUTHORIZING AGENT APPROVAL

For those entities applying for the Hazard Mitigation Grant Program (HMGP), assurance is needed to ensure that non-federal funds are, or will be, secured for the proposed action by the project start date. An Authorizing Agent's signature is needed to provide this. An Authorizing Agent is the chief elected official of a local government who has signature authority, such as a Chairperson of the Board of County Commissioners for a County, the Mayor of a municipality, or an elected Board Member for a private non-profit. Any entity may delegate this authority to a subordinate official by resolution of the governing body. If this is the case, Proof of Authorization must be provided as a separate attachment in Section VI of the relevant HMGP application in DEMES. This form must be fully completed, signed, and submitted into DEMES for an application to be received by FDEM. Applicants will be prompted for this form in the final step of the DEMES HMGP application. Ensure that the information provided here matches the relevant DEMES application. For questions, please email DEM_HazardMitigationGrantProgram@em.myflorida.com.

PROJECT INFORMATION

APPLICANT (ENTITY):	Highlands County
COUNTY:	Highlands
FEMA DISASTER:	Hurricane Milton (DR-4834)
PROJECT TITLE:	Highlands County Courthouse Generator Replacment
TOTAL PROJECT COST:	$1,600,269.00
FEDERAL SHARE:	$1,200,201.75
NON-FEDERAL SHARE:	$400,067.25

AUTHORIZING AGENT

FIRSTNAME:	Arlene
LAST NAME:	Tuck
TITLE:	Chair
ADDRESS:	600 S Commerce Ave
CITY:	Sebring
STATE:	Florida
ZIP CODE:	33870
PHONE:	863-232-8560
EMAIL:	atuck@highlandsfl.gov

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program, as contained in the program guidelines, and affirms that all information contained in this application is true and correct to the best of my knowledge. The governing body of the applicant duly authorized the document, and hereby applies for the assistance documented in this application.

AUTHORIZING AGENT SIGNATURE

Click or tap here to enter text.
DATE

☐ Proof of Authorization – Delegation of Authority attached in Section VI

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **James K. Duppenthaler, Fire Chief**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-114 for Budget Amendment 24-25-090 and to recognize the donation from Lorida Volunteer Fire Department, Inc. to be used for the training of Highlands County Fire Rescue.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-114 for Budget Amendment 24-25-090 and to recognize the donation from Lorida Volunteer Fire Department, Inc. to be used for the training of Highlands County Fire Rescue.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $4,000 and is being appropriated in cost center 3217 (Fire Assessment), account 55403 (Education & Training).

Attachments: LVFD Donation Agenda Item.pdf
Attachments: 24-25-090 Appropriate Lorida Donation_3217 (BA).pdf
Attachments: 24-25-090 Appropriate Lorida Donation_3217 (Resolution).pdf

Agenda Item: Acceptance of Cash Donation from Lorida Volunteer Fire Department, Inc.

Statement of issue

The Highlands County Fire Rescue Department has received a generous offer of a $4,000 cash donation from the Lorida Volunteer Fire Department, Inc. The purpose of this donation is to support ongoing training initiatives aimed at enhancing the skills and preparedness of Highlands County fire personnel.

Staff recommend that the Board of County Commissioners accept the $4,000 donation from Lorida Volunteer Fire Department, Inc., with gratitude, and authorize its allocation toward training programs within the Highlands County Fire Rescue Department.

REVIEWED
O.M.B DEPARTMENT
June 23, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/19/2025** SUBMITTED BY: **Roxanna Taylor**

FUND(S): **181** FUND TITLE(S): **Fire Assessment** COST CENTER(S) #: **3217**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Fire Assessment**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**181**		**3661000**	**Contributions & Donations**		**19,875.00**	**4,000.00**		**23,875.00**
E	**181**	**3217**	**55403**	**Education & Training**		**117,194.12**	**4,000.00**		**121,194.12**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate donation funds received to be used for education and training.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-090**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-114

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-090 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-090 is hereby approved and authorized to appropriate a donation for Highlands County Fire Rescue to be used for Education & Training. The fiscal impact is an increase in the amount of $4,000.00.

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 15th day of July 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-126 for Budget Amendment 24-25-095 to provide additional funding for cost centers with negative category balances.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-126 for Budget Amendment 24-25-095 to provide additional funding for cost centers with negative category balances.

FISCAL IMPACT

The fiscal impact is an increase to Fund 176 (State Court Facilities Trust) in the amount of $35,000 which is being appropriated in cost center 1031B (State Court Facilities), account 54600 (Repair & Maintenance) which is being transferred from Fund 005 (General), cost center 9990 (Budgetary Expenditures AC/005), account 59900 (Reserve for Contingency). In addition, this budget amendment is transferring $84,300 of available funding from cost center 2111 (Central Services), account 54500 (Insurance) to cost centers 3400 (Development Svcs), account 54600 (Repair & Maintenance), cost center 5222 (State-County Assistance Prog.), account 53400 (Contractual Svcs), and cost center 5330 (Community Program Svcs), account 51200 (Regular Salary & Wages) in the amounts of $2,500, $60,400, and $21,400, respectively. Also, $26,000 is being realigned in cost center 5301 (Tourist Dev. - Operations) from account 51200 (Regular Salaries & Wages) to account 53400 (Contractual Svcs); $5,000 is being realigned in cost center 3215 (Fire Inspections) from account 51200 (Regular Salary & Wages) to account 54600 (Repair & Maintenance) for a total net fiscal impact of $150,300.

Attachments: 24-25-095 Negative Cost Centers Cleanup #3(BA).pdf
Attachments: 24-25-095R Negative Cost Centers Cleanup #3 (Resolution).pdf
Attachments: 24-25-095 Negative Cost Centers Cleanup #3 (Reserve).pdf
Attachments: Reg.-1336-2024 Statement of Issue Negative Cost Centers #3.pdf

REVIEWED
O.M.B DEPARTMENT
July 9, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/9/2025** SUBMITTED BY: **OMB**

FUND(S): _____ FUND TITLE(S): _____ COST CENTER(S) #: _____

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): _____
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**2111**	**54500**	**Insurance**		**1,617,625.00**		**84,300.00**	**1,533,325.00**
E	**005**	**3400**	**54600**	**Repair & Maintenance**		**2,684.00**	**2,500.00**		**5,184.00**
E	**005**	**5222**	**53400**	**Contractual Services**		**2,251,393.00**	**60,400.00**		**2,311,793.00**
E	**005**	**5330**	**51200**	**Regular Salaries & Wages**		**9,219.00**	**21,400.00**		**30,619.00**
									0.00
E	**152**	**5301**	**51200**	**Regular Salaries & Wages**		**105,998.00**		**26,000.00**	**79,998.00**
E	**152**	**5301**	**53400**	**Contractual Services**		**114,620.20**	**26,000.00**		**140,620.20**

REASON: **To appropriate additional revenue to provide funding to Fund 176 and provide additional funding to negative cost center balances.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-095**

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

TRANSFER TYPE:

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

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-095

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	174	3215	51200	Regular Salaries & Wages		73,679.00		5,000.00	68,679.00
E	174	3215	54600	Repair & Maintenance		1,920.00	5,000.00		6,920.00
									-
E	005	9990	59900	Reserve for Contingency		68,981.00		35,000.00	33,981.00
E	005	9990	59010	Transfers Out		-	35,000.00		35,000.00
R	176	1031B	3810000	Interfund Transfer		155,430.00	35,000.00		190,430.00
E	176	1031B	54600	Repair & Maintenance		117,814.00	35,000.00		152,814.00
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER _____

FUND(S)	FUND TITLE(S)
005	General
152	Tourist Development Trust
174	Fire Inspection
176	State Court Facilities Trust

COST CTR(S)	COST CENTER TITLE(S)
2111	Central Services
3400	Development Services
5222	State-County Assistance Prog.
5330	Community Program Services
5301	Tourist Dev - Operations
3215	Fire Inspections
9990	Budgetary Expenditures AC/005
1031B	State Court Facilities

FND	CST CTR	PROJ #	PROJECT TITLE

Form Revised 08/05/2020

RESOLUTION NO. 24-25-126

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-095 TO THE STATE COURT FACILITIES TRUST FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the State Court Facilities Trust Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-095 is hereby approved and authorized to appropriate additional funds that are being transfered from General Fund to provide adequate funds for the balance of the fiscal year . The fiscal impact is an increase in the amount of $35,000.00.

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 15th day of July, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2024-2025

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/24		BEGINNING BALANCE		**$450,000.00**	
10/15/24	10/15/24	24-25-007	($5,456.00)	$444,544.00	To provide add'l funding to Property Appraiser budget for salary increased per EDR.
12/17/24	12/17/24	24-25-004	($55,836.00)	$388,708.00	To provide add'l funding to Clerk of Courts budget for health insurance increase.
12/17/24	12/17/24	24-25-027	($18,317.00)	$370,391.00	To provide add'l funding to Supervisor of Elections budget for final EO salary_health insurance increases.
02/21/25	02/21/25	24-25-041	($4,500.00)	$365,891.00	To provide add'l funding for Central Square Software Upgrade.
04/15/25	04/15/25	24-25-054	($33,910.00)	$331,981.00	To provide add'l funding for Misdemeanor Probation to cover software purchase/Maintenance.
04/15/25	04/15/25	24-25-058	($25,000.00)	$306,981.00	To provide add'l funding for Sheriff RSAT grant match due to increased grant.
05/20/25	05/20/25	24-25-072	($78,000.00)	$228,981.00	To provide add'l funding for Nuisance Abatement cleanup projects
07/15/25		24-25-089	($100,000.00)	$128,981.00	To transfer funding from Reserve for Contingency due to higher legal invoices than anticipated.
07/15/25		24-25-093	($60,000.00)	$68,981.00	To transfer funds to pay for future invoices from Public Consulting Group LLC for PEMT Program
07/15/25		24-25-095	($35,000.00)	$33,981.00	To transfer funds for cost center 1031B additional funding needs
REVISED TOTAL:				**$33,981.00**	

CONTINUED ON NEXT PAGE

Reg.-1336-2024 Statement of Issue

This budget amendment is necessary to provide additional funding to six (6) current cost centers that have a negative Operating Expenditure category. As the Board departments continue to tighten their budgets and remove any expenditures deemed unnecessary during the budget review process, when unanticipated expenditures arise during the year, it can cause cost centers to morph into a negative funding status.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Request adoption of Ordinance 24-25-16 pertaining to solicitation in public roadways.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Ordinance 24-25-16 pertaining to solicitation in public roadways.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Ordinance unsafe use of roadway (final).pdf

ORDINANCE NO. 24-25-16

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO CERTAIN ACTIVITIES IN PUBLIC ROADWAYS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITION AGAINST CERTAIN VULNERABLE ROAD USER ACTIVITIES IN PUBLIC ROADWAYS; PROVIDING FOR PENALTIES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; 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 visitors; and

WHEREAS, unsafe and improper activities of Vulnerable Road Users, in Public Roadways and the Medians located therein, promotes dangerous interactions with moving vehicles; and

WHEREAS, Vulnerable Road Users entering lanes of traffic or standing near moving vehicles, other than for the purpose of lawfully crossing the Public Roadway significantly increases the risk of vehicle collisions, potentially resulting in death or serious bodily injury; and

WHEREAS, person-to-vehicle or vehicle-to-person interactions on Public Roadways and the Medians located therein is inherently dangerous and has the potential to distract other motorists while driving; and

WHEREAS, the presence of Vulnerable Road Users in Public Roadways and the Medians located therein impedes the normal flow of traffic by causing vehicles to slow down, stop unexpectedly or change lanes without proper warning; and

WHEREAS, Vulnerable Road Users who approach vehicles in the Public Roadway creates visual and cognitive distractions for drivers and such diverted attention increases the likelihood of accidents and compromises a driver's ability to operate their vehicle safely; and

WHEREAS, the presence of Vulnerable Road Users in Public Roadways and the Medians located therein can interfere with emergency services by blocking or slowing emergency vehicles, potentially delaying critical response times for police, fire and medical emergencies; and

WHEREAS, the primary function of the Public Roadway is to facilitate vehicular transportation, not to accommodate the improper or unsafe use of such Public Roadways by Vulnerable Road Users; and

WHEREAS, ensuring the safe and proper use of Public Roadways and the Medians located therein serves the legitimate public purpose of preventing unsafe activities by other users in areas designed exclusively for vehicular traffic and minimizing accidents and injuries occurring in areas where Vulnerable Road User activity is inherently dangerous and incompatible with vehicular traffic; and

WHEREAS, Vulnerable Road User activities that interfere with public safety and the primary purpose of Public Roadways, creates a safety concern for the citizens of and visitors to Highlands County which must be addressed; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, convenience and general welfare to establish regulations to prohibit improper and unsafe Vulnerable Road User activities in Public Roadways and the Medians located therein.

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. DEFINITIONS. The following definitions shall apply to the interpretation and enforcement of this Ordinance. Any words not explicitly defined shall have the common meaning.

A. *Median* means the area dividing a Public Roadway that separates lanes of traffic traveling in opposite directions, to include traffic islands. This area may be paved, unpaved, grass, curbed, painted or other.

B. *Public Roadway* means any State, County, Municipal or other governmental entity owned roadway, located within the jurisdictional boundaries of Highlands County, Florida, used for vehicular traffic, including any Median located therein.

C. *Vulnerable Road User* means any individual, person, entity, group, representative or corporation who is not legally operating a motor vehicle, or other mode of transportation, approved by a federal, state, or local government entity.

SECTION 3. PROHIBITION AGAINST CERTAIN VULNERABLE ROAD USER ACTIVITIES IN PUBLIC ROADWAYS. It shall be unlawful for any Vulnerable Road User, except when authority has been granted by an appropriate governmental entity or unless lawfully crossing the Public Roadway in accordance with applicable traffic and safety laws, or other situation exists that necessitates such temporary presence for a safety or emergency situation, to engage in activities in or on the Public Roadway, including any

Median located therein, in such a manner as to impede, block or interrupt the normal flow of traffic or which causes a safety hazard by compromising a driver's ability to operate their vehicle safely.

SECTION 4. PENALTIES. Any individual, person, entity, group, representative, or corporation violating any provision of this Ordinance shall be subject to the following penalties:

A. First Offense: A warning shall be issued by a law enforcement officer. The warning must include a clear explanation of the violation, the corrective action required, and the potential consequences of noncompliance or subsequent violations. If the individual or entity fails to comply after receiving the warning and continues the prohibited conduct, the law enforcement officer is authorized to take the individual into custody for noncompliance. Such noncompliance constitutes a subsequent violation under this Ordinance and shall be charged as a misdemeanor of the second degree in accordance with Section 775.082 or Section 775.083, Florida Statutes. Upon conviction in a judicial proceeding before the county court in and for Highlands County, Florida, the offender may be subject to imprisonment in the county jail for a period not exceeding 30 days, a fine not exceeding $500.00, or both, as determined by the court.

B. Second or Subsequent Offenses: Any person, entity, group, representative, or corporation found to have committed a second or subsequent violation of this section shall be charged as a misdemeanor of the second degree in accordance with Section 775.082 or Section 775.083, Florida Statutes. Upon conviction in a judicial proceeding before the county court in and for Highlands County, Florida, the offender may be subject to imprisonment in the county jail for a period not exceeding 30 days, a fine not exceeding $500.00, or both, as determined by the court.

C. Repeated Violations in Different Locations: If a person, after being warned or arrested, leaves the initial location and re-establishes the prohibited activity at a new location in violation of this section, such action constitutes a new and separate offense subject to penalties for a second or subsequent violation, as outlined above.

SECTION 5. APPLICABILITY. This Ordinance shall apply to unincorporated Highlands County, Florida, and the municipalities, and other government entities located within Highlands County Florida, unless such municipality or other government entity adopts or has adopted an ordinance that conflicts with the subject matter contained herein.

SECTION 6. 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 7. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the adoption of the regulations set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

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. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2, Section 3 and Section 4 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 10. 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 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Arlene Tuck, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **JD Langford, Assistant County Administrator Tanya Cannady, Business Service Director**

SUBJECT/TITLE: **Public hearing to consider adoption of Resolution 24-25-121 pertaining to the re-imposition of the solid waste special assessment.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to adopt Resolution 24-25-121 pertaining to the re-imposition of the solid waste special assessment.

FISCAL IMPACT

The fiscal impact is a proposed increase in the assessment to $236.36 which would be an increase of approximately $281,001 in assessment revenue for the Solid Waste Fund based on the current residential unit count.

Attachments: SW Final Tear Sheet - Affidavit.pdf
Attachments: Statement of Issue - Final.pdf
Attachments: Resolution 24-25-121 FINAL Solid Waste assessment.pdf

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published Daily
SEBRING, HIGHLANDS COUNTY, FLORIDA

Case No. NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News-Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

JUNE 20, 2025

Affiant further says that the Highlands News-Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Janet Emerson

Sworn to and subscribed before me this 23rd day of June, 2025

by Janet Emerson, who is personally known to me.

Nancy Y. Whirley, Customer Service Supervisor, Notary Number: HH 293555

Notary expires: July 26, 2026

NANCY Y. WHIRLEY
Notary Public
State of Florida
Comm# HH293555
Expires 7/26/2026

Three more DeSantis allies to take the helm of public universities in Florida

BY KATE PAYNE
Associated Press/Report for America

TALLAHASSEE (AP) — The state board that oversees Florida's public universities has confirmed three more allies of Republican Gov. Ron DeSantis to become university presidents.

It's a move supporters say will grant the schools the political capital to secure critical state funding and navigate a rapidly shifting legal landscape, and one that critics see as another sign that alignment with the governor's conservative education agenda has become a prerequisite for academic leadership in the state.

The elevation of two Republican former lawmakers and a lobbyist comes after the state Board of Governors rejected the nomination of a longtime academic to lead the University of Florida, amid conservative backlash against his past support for diversity, equity and inclusion programs that board members viewed as unacceptable liberal ideology.

With the appointments approved Wednesday, five of the state's 12 public universities will be led by former Republican lawmakers or lobbyists, a move that will help bolster DeSantis' legacy in higher education that could long outlast his time in office.

Leading a Florida university generally comes with a multiyear contract for a salary of at least six-figures and a plush on-campus residence. The process for picking these leaders happens largely behind closed doors, creating what the state's Republican House speaker has called "a spoil system for a select few."

DeSantis' former lieutenant governor, Jeanette Nuñez, was confirmed as the president of Florida International University in Miami. Meanwhile, telecommunications lobbyist Marva Johnson was tapped to lead Florida A&M University, the state's only public historically Black university. Johnson was previously a DeSantis appointee on the state board of education.

Manny Diaz, a former state lawmaker and state education commissioner under DeSantis, was picked to lead the University of West Florida in Pensacola on an interim basis, mirroring the appointment of Nuñez, who was first named interim president before getting the permanent job at FIU.

Johnson's appointment, in particular, has alarmed FAMU students and alumni, who begged the board not to confirm her on Wednesday, arguing that she failed to meet the job's minimum requirements and that her requested salary far exceeds her predecessor's. Johnson's appointment has stoked longstanding fears that the HBCU could be merged with Florida State University, the predominantly white institution across the railroad tracks.

"I can't decide if her appointment is politically motivated, gross negligence on the part of the board, or just you guys wanting to get rid of FAMU altogether," alumnus Angelo Pettis told the Board of governors.

Board members defended Johnson, her credentials as a telecoms executive and her service on various state boards. Johnson addressed the concerns of FAMU students and supporters, saying she's "ready to lead with boldness" and committed to working alongside them.

"I remain deeply committed to ensuring that the legacy of the university is not lost," Johnson said.

Kate Payne is a corps member for The Associated Press/Report for America Statehouse News Initiative. Report for America is a nonprofit national service program that places journalists in local newsrooms to report on undercovered issues.

REBECCA BLACKWELL/AP PHOTO, FILE

Florida Education Commissioner Manny Diaz Jr. speaks as Gov. Ron DeSantis looks on during a press conference to sign several bills related to public education and teacher pay, in Miami, Tuesday, May 9, 2023.

Florida News in Brief

TaxWatch eyes budget projects

TALLAHASSEE (NSF) — After lawmakers late Monday passed a $115.1 billion state budget for next fiscal year, Florida TaxWatch raised questions over about $1 billion in the spending plan. The Tallahassee-based non-profit group on Tuesday released its annual "turkey" report of questionable spending items that it believes should get a close look from Gov. Ron DeSantis.

DeSantis has line-item veto power on the budget, which will take effect July 1.

"With this report, we are simply holding legislators and the (legislative) process accountable for the hard-earned taxpayer dollars that they are spending each year," said Florida TaxWatch Executive Vice President Jeff Kottkamp, a former lieutenant governor and lawmaker.

The TaxWatch report cited 242 budget items that collectively total $416.1 million. TaxWatch singled out those items based on how they got into the budget, rather than trying to evaluate the merits of the projects. As examples, the projects included $14.8 million for the University of North Florida's Hicks Honors College Academic Building; $5 million for Florida A&M College of Law infrastructure in Orange County; $1 million to revitalize Camp Welaka in Martin County; $500,000 to replace the Melbourne Front Street dock; and $125,000 for the Miami-Dade Military Museum and Memorial. The report also targeted for "extra scrutiny" an additional $799.5 million that would go to such things as water-related projects and housing.

Lawmakers OK adding judges

TALLAHASSEE (NSF) — Florida lawmakers Monday night approved a plan that would add 22 circuit-court judges and 15 county-court judges, while also making changes at two appeals courts. The House and Senate unanimously passed a budget-related bill (SB 2508) that includes the judgeships.

While the new positions would be scattered throughout the state, the 5th Judicial Circuit, which is made up of Citrus, Hernando, Lake, Marion and Sumter counties, and the 11th Judicial Circuit, which is made up of Miami-Dade County, each would receive three new circuit judges. Meanwhile, Miami-Dade would receive four additional county judges.

The bill also would add two judges to the 6th District Court of Appeal, while gradually reducing from 15 to 13 the number of judges at the 2nd District Court of Appeal. After decades of the state having five district courts of appeal, the Legislature in 2022 created the 6th District Court of Appeal and revamped boundaries of some districts. The 6th District Court of Appeal hears cases from parts of Central Florida and Southwest Florida. The 2nd District Court of Appeal hears cases from areas such as Hillsborough, Pinellas and Sarasota counties.

The Florida Supreme Court in December recommended adding 23 circuit judges, 25 county judges and two judges on the 6th District Court of Appeal. The bill will go to Gov. Ron DeSantis.

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS

Notice is hereby given that the Highlands County Board of County Commissioners will conduct a public hearing to consider the final re-imposition of the Solid Waste Special Assessment for the provision of solid waste related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2025.

The public hearing will be held on Tuesday, July 15, 2025, at 9:00a.m., or as soon thereafter as possible, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within ten (10) days of the publication of this notice. Written objections should be sent to Highlands County Non-Ad Valorem Assessment Department, 600 S. Commerce Avenue, Sebring, FL 33870.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the public hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2025:

Solid Waste Assessment Rates

Property Category	Rate Per Dwelling Unit
Residential	$236.36

Copies of the Solid Waste Codes and Ordinances, the Preliminary Rate Resolution, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the solid waste special assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Non-Ad Valorem Assessment Department at (863) 402- 6500; Monday through Friday between 8:00 am and 5:00 pm.

00187061

Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment, authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. The current annual residential solid waste assessment rate is $229.47. In July 2021, the Board adopted Resolution No 20-21-131, which authorized an annual increase not more than 3% each fiscal year for the 5 years following fiscal year 2021-2022. The proposed rate for fiscal year 25-26 is $236.36, which represents year 4 of 5 within the resolution. Florida Waste Solutions can increase the monthly per residential customer charge up to a maximum of 3% based on the adjustment methodology provided for in the Franchise Contract. Any increase from Florida Waste Solutions would be effective October 1, 2025.

RESOLUTION NO. 24-25-121

(FINAL Solid Waste Assessment Fiscal Year 2025-26)

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE FINAL RE-IMPOSITION OF THE SOLID WASTE SPECIAL ASSESSMENT FOR FISCAL YEAR 2025-26; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPOSITION AND COMPUTATION OF THE SOLID WASTE ASSESSMENT; PROVIDING FOR CERTIFICATION OF ASSESSMENT ROLL; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment ("County Code" or "Ordinance"), authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the solid waste assessment is imposed each fiscal year in an equitable and efficient method of allocating and apportioning, based on residential dwelling units, in order to pay for the cost of providing solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, on August 3, 2021, the County adopted the updated final Solid Waste assessment through Resolution No. 20-21-131 ("Updated Final Solid Waste Assessment Resolution"); and

WHEREAS, the Updated Final Solid Waste Assessment Resolution contemplated an annual increase in increments of not more than three percent (3%) each fiscal year, for the five (5) years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase; and

WHEREAS, the legislative determinations of special benefit and fair apportionment embodied in the County's Code, and the Updated Final Solid Waste Assessment Resolution are affirmed and incorporated herein by reference; and

WHEREAS, following a public hearing, on June 3, 2025, the County adopted the FY 2025-26 Preliminary Solid Waste Assessment Resolution No.: 24-25-095, pertaining to the contemplated three percent (3%) increase of the Solid Waste Assessment; and

WHEREAS, as set forth in Chapter 8.5, Article III (3), Section 8.5-46, of the Highlands County Code of Ordinances, the County Administrator caused a notice to be published, in a newspaper of general circulation in the County, advertising the public hearing to be held related to the final proposed increase in the Solid Waste Assessment for Fiscal Year 2025-26, proof of publication attached hereto as **Exhibit "A"**; and

WHEREAS, in order to impose a Solid Waste Assessment for the Fiscal Year beginning October 1, 2025, the County Code require the County to adopt an Annual Assessment Resolution which establishes the rates of assessment and approves the assessment roll for the upcoming Fiscal Year, with such amendments as the County deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, by this final annual Solid Waste Assessment Resolution for Fiscal Year 2025-26, the County desires to impose the annual Solid Waste assessment pursuant to and in accordance with the increase parameters set forth in the Updated Final Solid Waste Assessment Resolution for the funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

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

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

SECTION 2. Imposition and Computation of Solid Waste Assessment.

A. The following Solid Waste Assessment shall be imposed within the County in accordance with the County's Code and the Updated Final Solid Waste Assessment Resolution and shall continue each year until discontinued or changed:

Property Category	Rate Per Dwelling Unit
Residential	$236.36

B. The above stated Solid Waste Assessment rate may be increased annually in increments of not more than three percent (3%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 8.5-46.

SECTION 3. Certification of Assessment Roll. The County Administrator is hereby directed to prepare, or cause to be prepared, an Assessment Roll, together with the correction of any errors or omissions as provided for in Section 8.5-45 of the Highlands County Code of Ordinances, for the Fiscal Year commencing October 1, 2025, ("Assessed Property"), to

be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act, as provided in the Code. The Assessment Roll shall include all assessed Property and shall be delivered to the Tax Collector, accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as **Exhibit "B"**.

SECTION 4. Method of Collection. It is hereby declared that the Solid Waste Assessment imposed on Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2025. Solid Waste Assessments shall constitute a lien upon the Assessed Property and shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for a Solid Waste Assessment shall be deemed perfected upon the County's adoption of this Annual Assessment Resolution. Upon perfection, the lien for a Solid Waste Assessment shall attach to the Assessed Property as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll.

SECTION 5. Application of Assessment Proceeds. Proceeds derived by the County from the solid waste assessment will be utilized for the provision of solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund solid waste and recyclable materials collection and disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

SECTION 6. Savings Clause. All prior actions of Highlands County pertaining to the solid waste assessment, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. 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 8. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. 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 10. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

[Signatures on Following Page]

PASSED AND ADOPTED this _____ day of August, 2025.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Arlene Tuck, Chairperson

ATTEST:

_____

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Proof of Publication

Exhibit "B"

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Chairman of the Highlands County Board of County Commissioners (the "County"); that I am satisfied that all property included or includable on the **Highlands County Non-Ad Valorem Assessment Roll** for solid waste and associated services is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll **will be delivered to the Highlands County Tax Collector by September 15, 2025**.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Highlands County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ___ day of _____, 2025.

HIGHLANDS COUNTY, FLORIDA

FOR EXHIBIT ONLY

_____
Arlene Tuck, Chairperson

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of Resolution 24-25-115, for P&Z Case No. 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD).**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve and adopt Resolution 24-25-115, for P&Z Case No. 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 1. Agenda Item Memo.pdf
Attachments: 2. Resolution 2179 - Sparta Properties.sgs.pdf
Attachments: 3. BCC Hearing Staff Report P&Z 2179.pdf
Attachments: 4. P&Z 2179 Application.pdf
Attachments: 5. Letters Received Before June 10 P&Z Meeting.pdf
Attachments: 6. Letters Received After June 10 P&Z Meeting.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 15, 2025

PRESENTER: Sergio Garcia, Planner II

SUBJECT/TITLE: Public hearing to consider adoption of Resolution 24-25-115, for P&Z Case No. 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD).

STATEMENT OF ISSUE

The matter for consideration is a change to the Official Zoning Atlas for a 10.33-acre parcel, from Residential District (R-1A) to Residential District with a Flexible Unit Development Overlay (R-1A FUD). The proposal includes a site layout for 40 single-family dwellings on reduced size lots, together with the removal of a private restrictive easement that currently limits development on the property to 28 single family dwellings.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2179 as presented, with six (6) votes in favor of the recommended action and one (1) dissenting vote.

RECOMMENDED ACTION

Move to approve and adopt Resolution 24-25-115, for P&Z Case No. 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

1 - Resolution 24-25-115
2 - Staff Report
3 - Application

RESOLUTION NO. 24-25-115

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-06-35-29-A00-0160-0000; 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-06-35-29-A00-0160-0000 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purpose of providing design flexibility in order to further residential objectives; and

WHEREAS, the County has determined that the proposed change is consistent with the goals, objectives and policies of the Highlands County 2030 Comprehensive Plan ("Plan"); and

WHEREAS, the County has determined that the proposed change is consistent with FLU Policy 1.1.A. of the Plan, 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 Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is required for the proposed development; 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 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. <u>LEGISLATIVE FINDINGS AND INTENT.</u> Highlands County has

complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID# C-06-35-29-A00-0160-0000 and more particularly described as:

> BEGINNING AT A STAKE IN THE EASTERN LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, SAID STAKE BEING 20 RODS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, THENCE WEST 80 RODS TO A STAKE; THENCE SOUTH 20 RODS TO A STAKE, THENCE EAST 80 RODS TO A STAKE; THENCE NORTH 20 RODS TO THE PLACE OF BEGINNING. AND THE SOUTH 20 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

is hereby changed from Residential District, R-1A to Residential District with a Flexible Unit Development, R-1A FUD

B. The official zoning atlas of the County is hereby amended to reflect the zoning for the Property is Residential District with a Flexible Unit Development, R-1A FUD.

C. At the time of development on the Property, the Property Owner, or any representative thereof, shall comply with all County Code requirements imposed during the development review process.

SECTION 3. GENERAL CONDITION, RESTRICTIONS AND LIMITATIONS. This R-1A FUD shall conform materially to the conceptual site development plan attached hereto as **Exhibit "A"** ("Conceptual Site Development Plan"), subject to the conditions, restrictions, and limitations stated in Sections 12.05.210 and 12.05.291 of the Highlands County Code of Ordinances ("Code") except as expressly modified hereafter:

1. The underlying or base zoning regulations for this FUD District shall be the R-1A District and any use or allowance not specified herein will be as defined in the R-1A District, as provided in Section 12.05.210 of the Code.

2. The permitted use of the Property shall be for single-family dwellings, not including mobile homes/manufactured homes.

3. There shall be a maximum of 40 single-family dwelling units.

4. The minimum lot area for each single-family dwelling unit shall be 6,250 square feet.

5. Each lot shall have a minimum lot width of 50 feet.

6. The internal roadway layout shall meet the intent of Section 12.09.104.L of the Code. A stub-out or equivalent right-of-way shall be provided, as applicable, for future interconnectivity to the properties to the north or south.

7. The internal roadway shall be privately owned and maintained and shall not be dedicated to Highlands County for maintenance.

8. The property and this FUD shall be subject to all Code requirements 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 2179, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. SCRIVENER'S ERRORS. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately after adoption.

[Signatures on Following Page]

DONE AND ADOPTED, this 15th day of July 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

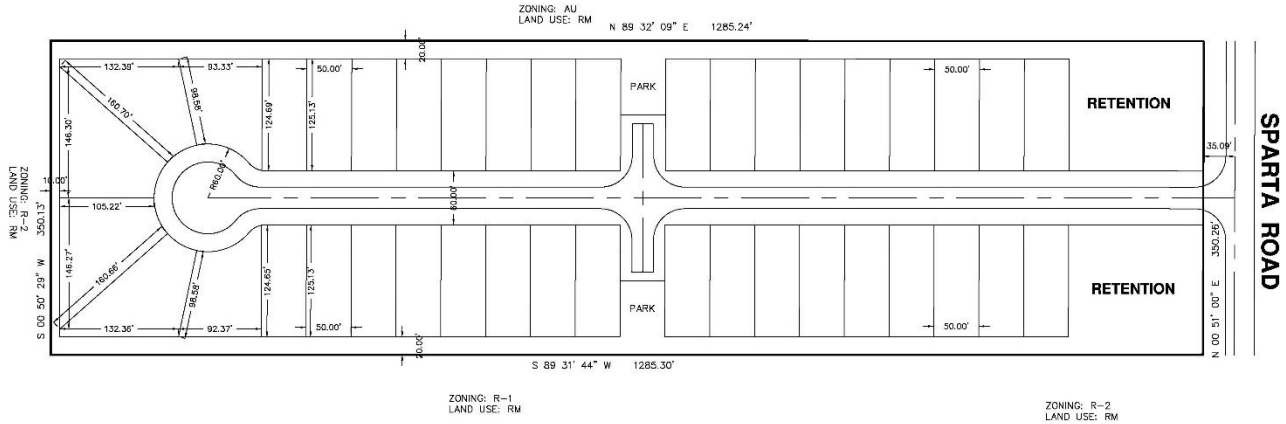
Exhibit "A"

MAGNETIC

SPARTA GARDENS SUBDIVISION

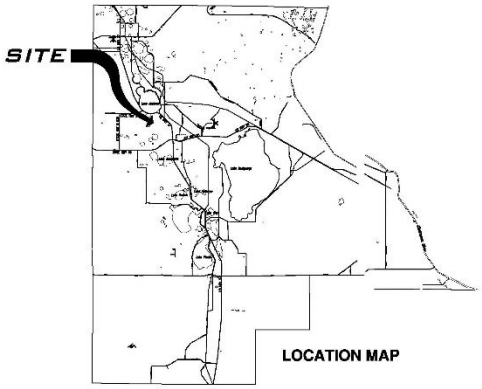
SECTION 06, TOWNSHIP 35 SOUTH, RANGE 29 EAST - HIGHLANDS COUNTY, FLA

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.



PARCEL ID - C-06-35-29-A00-0160-0000
10.33 +/- ACRES

4007 SPARTA RD.
SEBRING, FL 33870



LOCATION MAP

DEVELOPER:
GREEN GROUP DEVELOPMENT
3389 SHERIDAN ST. #264
HOLLYWOOD, FL 33021

EXISTING:
FLUM Designation = RM
Zoning = R-1A

PROPOSED:
FLUM Designation = RM
Zoning = R-1A F.U.D.

DENSITY: 40 LOTS / 10.33 = 3.87 UNITS PER ACRE

MINIMUM LOT SIZE = 6,250 S.F.

MINIMUM LOT WIDTH = 50 FEET
MAXIMUM Impervious Coverage = 50%

LOT SETBACKS:
FRONT AND REAR = 25'
SIDES = 7.5'

WATER SUPPLY - CITY OF SEBRING
SEWER SUPPLY - CENTRAL - CITY OF SEBRING

SPARTA GARDENS F.U.D. SITE PLAN

PREPARED BY JEFF KENNEDY 863-835-2055
04-02-2025
REVISED 04-23-2025

P&Z 2179

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Rezoning - FUD	**BCC Hearing Date:** 7/15/2025
Case Number: P&Z 2179	**Case Name:** Sparta Gardens
Agent: Dana Riddell & Jeff Kennedy	**Property Owners:** Sparta Properties, LLC
Applicant: Green Group Development, LLC	
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: The Applicant is requesting a zoning change from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD).

General Location: An approximate 10.33-acre parcel located approximately 0.13 miles north of Sudan Mission Road, 0.39 miles east of Hawks Landing Drive, 0.19 miles west of Stiles Lane, and 0.07 miles south of Schlosser Road.

Address: 4007 Sparta Road, Sebring.

Parcel ID: C-06-35-29-A00-0160-0000

Planning and Zoning Commission Recommendation, Staff Recommendation, and P&Z Public Hearing Draft 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 Resolution 24-25-115, P&Z 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

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 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.
   Conditions of approval are included in the adopting resolution, as referred to in Exhibit 1.

3. Excerpt from the June 10, 2025 DRAFT P&Z Minutes, and Recommendation to the BCC: "<u>6.A. HEARING NUMBER P&Z 2179 – SPARTA PROPERTIES, C/O DANA RIDDELL & JEFF KENNEDY</u> An approximate 10.33-acre parcel located at 4007 Sparta Road, Sebring and identified by Parcel Identification No. C-06-35-29-A00-0160-0000.

The Applicant is requesting a change to the official Zoning Atlas from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD) to construct 40 single-family dwellings on reduced lot sizes. Mrs. Hunnicutt read the request into the record. Mr. Garcia confirmed proof of advertising requirements and noted there were zero letters received in favor of or against the request. Mr. Brown, noted communication with the Applicant regarding another land deal and the Applicant mentioned this application, and communication with Mr. Jim Griffin who expressed his opposition and gave many reasons for that, and communication with Walter and Bobbie Harshman who stated their opposition to this request. Mr. Youngman spoke with Commissioner Kirouac as to what the application was for and asked if Mr. Youngman had read the packet and had an opportunity to do any research regarding the matter. Mr. Garcia stated that in 2005 the zoning district for the parcel was re-zoned from Agriculture, AU, to Residential, R-1A, with the future land use map being medium density residential. The change to an FUD would allow for smaller lot sizes than what is normally required under R-1A.

Dana Riddell, introduced herself and Jeff Kennedy, the Agents, and the Applicant, Roi Mengelgrein Green Group Development, LLC . Mrs. Riddell provided a summary of the request. She addressed some of the concerns of opposition that had been raised such as a parallel draw between this case and the Waldron case that was presented to P&Z approximately 1 and ½ years ago and was not approved, also concerns of adequate drainage, and the price point of the proposed homes which will be for workforce housing. Mr. Roberts expressed concerns of increasing the density and the increasing congestion on Sparta Road, which has been a concern for many years. Mr. Youngman said that a developer should not be punished nor is it the fault of the community that there are concerns with the road and it falls to the state or the county depending on a particular case. Mr. Brown said his concern and the Board's concern should be with the county and not the bottom line of the developer and should look at the concerns the residents are dealing with in regard to Sparta Road. Regardless of what is happening at Sparta Road and Schlosser Road, one must go through Sparta Road and US 27 which is a very dangerous intersection now. The problem will only be compounded with further development before the road issue is addressed. Mr. Boring said he appreciates the concerns of the residents and agrees that the traffic has been an ongoing concern, but it will continue to worsen whether or not there is additional development. The County Commission is the entity that is able to do something about the issue. He does not want to see a moratorium on the opportunity to develop private property. Mr. Brown said there is a way to have 28 units on the referenced parcel, but the developer is asking for a special exception which should cause a pause to ask why the parcel conditions were placed initially. The parcel usage has been discussed several times over the years with an emphasis on the density. Mr. Boring said that the request for increased density is due in part to economics and the increase in costs to develop land. A business has to make a profit. He encouraged the residents to speak to their County Commissioners to

address their concerns with Sparta Road. Mr. Youngman stated that funding improvement projects is always a concern of either increasing taxes on current taxpayers or passing the burden onto future ones. If we do not begin loosening the hold on properties, the tax burden will continue to increase while the county will struggle to fund the needs for community safety. Mr. Roberts said he is not against development but does have a concern for the request of an increase in density and how that increase will affect everyone else. We need to be sure to look at all of the issues, do our homework, and also know the wishes of the community.

Mrs. Sutphen clarified that this parcel has a limitation that is not on other properties in this area. The future land use is medium density residential which is four to eight dwelling units per acre. The developer is asking for density on the low end of this range which is consistent with the current future land use designation. Twenty years ago, the limitation was placed due to traffic concerns. The current applicant has completed a traffic study that was included with the application that indicated the increase in density will have a nominal impact. Mrs. Kramer and Mrs. Sutphen stated that the applicant is requesting a Flexible Unit Development (FUD), which is provided for in the county ordinance through a zoning change which permits the county and the developer to have more control over design standards. Mrs. Culpepper stated that the county encourages developers to establish flexible unit developments, especially in urbanized areas that are near services with infrastructure in place. The shape of the parcel affects the ability to create 10,000 square foot lots, which would affect the density. Mrs. Hunnicutt said there will always be a backup of traffic at intersections at certain times of the day, and a traffic study was completed by the developer which provides information on the effect of the increased traffic. She believes this is a great location for a small residential development with utilities, near commercial areas and schools. From a planning standpoint, we should be encouraging development in the county. Mr. Brown said that 28 units would be great, and the neighborhood would be happy, but the increase to 40 units becomes a problem due to the increased density. The initial limit of 28 units (placed by a recorded restricted easement) was placed for a reason. He said that maybe when the Sparta Road concerns become as those of Hammock Road, there can be a discussion about fixing it. Mrs. Culpepper stated that Staff is recommending the zoning change because it is in an urban area and is consistent with the comprehensive plan. Mr. Sergio referenced the adopted policy in the Future Land Use Element Objective 4 of the Comprehensive Plan.

Jeff Kennedy stated that these lot sizes of 80 feet by 125 feet have been on the books since the 1970's when central utilities were not prevalent and septic and water were located on the same lot. Though we do not want to become other counties, it is common now to have lots 35 feet in width in other counties. During the time of working through the ordinance change for mobile home parks, the county commission, in particular, mentioned they wanted to see site built multi-family and single-family homes. There are 6 – 8 developers a year that approach him to develop a piece of land into a subdivision, but it is financial suicide to do that in this county because of the large inventory of available platted lots. Narrowing down the lot size reduces the cost of the road, fiber optics, sewage, water, underground drainage and electric which reduces the overall development cost by 30 percent to allow the developer to build at a price point that is affordable.

He said that we will not see developers developing 10,000 square foot lots unless in specific areas. As to this present request, the setbacks would remain the same.

Chair Hunnicutt opened the floor for public comment. Members of the public spoke to previous Hearings 1807 and 1815 held 25 years ago, current traffic and road conditions; concern for school and churches located on Sparta Road, drainage and retention issues, with one person from the public speaking in favor of the development.

Mr. Brown said that regardless of what this request is called, it is an exception that someone has asked for to build 40 houses instead of 28 and the obvious answer for him is no. The fact that a majority of the citizens do not want the development (with increased density and reduced lot size) is sufficient reason to deny the request. The developer can build at the density that is already in place. This Board and the County Commission are ultimately here to serve the community and not here to serve out-of-town contractors. He does not care how it affects business or anything else, because the citizens do not want it. There are more than those present today that do not want this approved. It does not fit this community of large lots. Mr. Roberts said that the concerns being expressed are not going to be fixed whether this request is approved or not but will be fixed because the County Commission says it is going to be fixed. Generally, water systems improve because developments must manage their runoff. Also, 40 additional cars will not have a huge impact on the traffic. He is pro-growth and would like to see the development be approved. The citizens must take their concerns to the County Commission for something to be done regarding their concerns with the road. Mr. Boring said the costs to develop has greatly increased in recent years, and development and growth are encouraged even by the state to take place in areas with services and infrastructure already present.

The Applicant stated that the land is being purchased with the funds being held in escrow due to a lien on the property between the current owners that has been resolved with the closing to take place this week. The Applicant stated that he will buy the property even if the current request is not approved.

Motion by Mrs. Ezell and seconded by Mr. Youngman to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

Upon roll call, Mr. Boring, Mrs. Ezell, Mrs. Hunnicut, Chairperson, Mrs. Lopez, Mr. Roberts, and Mr. Youngman voted yes. Mr. Brown voted no. **Motion carried 6-1."**

Supplemental Material/Issue Analysis Report:

1. **Request:** The matter for consideration is a change to the Official Zoning Atlas for a 10.33-acre parcel, from Residential District (R-1A) to Residential District with a Flexible Unit Development Overlay (R-1A FUD). The proposal includes a site layout for 40 single-family dwellings on reduced size lots, together with the removal of a private restrictive easement that currently limits development on the property to 28 single family dwellings.

2. **Notices to Surrounding Property Owners.**

   On May 20, 2025, notices were mailed to 28 surrounding 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	Grazing Soil	RM	R-1A
Adjacent Property to the North	Grazing Soil, Single-Family Residences (SFR)	RM	AU
Adjacent Property to the South	Vacant, Church, & SFRs	RM & C	R-1, R-2 & B-3
Adjacent Property to the East	Grazing Soil, SFRs	RL	AU
Adjacent Property to the West	SFRs	RM & RH	R-2, & R-3

The proposed use, density and intensity of the Flexible Unit Development are consistent and compatible with the surrounding uses and zoning.

Applicable References:

Planning:

- §163.3194(1)(a) - (b), Florida Statutes: Legal Status of Comprehensive Plan.
- Highlands County 2030 Comprehensive Plan (“Comp Plan”): Future Land Use Policies: Policy 1.1, General Growth Management Strategy; Policy 1.2.D.3, Medium Density Residential (RM).

Zoning:

- Highlands County Land Development Regulations (“LDRs”): Section 12.05.210: Residential District (R-1A); Section 12.05.291: Flexible Unit Development (FUD).

4. Staff Analysis:

Background:

This parcel previously received a zoning change from Agricultural District (AU) to Residential District (R-1A), through P&Z Hearing No. 1810, approved by the Board of County Commissioners on August 23, 2005. At the time of the previous rezoning, a restrictive easement was offered and recorded by that applicant to limit development on the site to 28 single-family dwellings, in order to mitigate concerns about adding additional development traffic onto Sparta Road. There is a concurrent application with the current rezoning request to remove that restrictive easement.

Comprehensive Plan:

The subject parcel has a Future Land Use designation of Medium Density Residential (RM). Per Policy 1.2.D.3 of the Comp Plan, the RM land use favors housing types ranging from single-family detached neighborhoods to attached housing complexes, which offer both ownership and rental opportunities. Allowable densities start at 4 dwelling units per acre for single family dwellings up to a maximum of 8 dwelling units per acre for mobile home parks. Future projects should emphasize a traditional preference for privacy, visual amenity, and low-profile development: one and two-story construction, ample separation between buildings, off-street parking, landscape treatments, etc.

Land Development Regulations:

The R-1A district, as referenced in Section 12.05.210 of the LDRs, is intended for medium-density single-family residential neighborhoods, with a minimum lot area of 10,000 square feet. As outlined in Section 12.05.291 of the LDRs, the Flexible Unit Development (FUD) district is a voluntary mechanism allowing for site-specific modifications to the baseline development standards of an underlying zoning district for such requirements as density, intensity, lot size, setbacks, and minimum living area. The FUD also allows for the establishment of other reasonable conditions that respond to site development issues. This FUD application proposes to reduce the minimum lot area to 6,250 square feet, and reduce the minimum lot width from 80 feet to 50 feet.

Department Comments and Analysis of Petitioner's Proposal:

1. The Departments, Divisions, and Agencies listed below provided comments as follows:

Engineering Department: Approved with conditions. At the time of development, the Applicant shall undergo the development review process and additional requirements may be identified at that time.

Highlands County Fire Rescue: Hydrants will be required in subdivision. Gates would require KnoxBox key switch.

Highlands County Natural Resources Department: The habitat, soils, and elevation are good for tortoises and possibly skinks. The property has not been a grove since somewhere between 2008 and 2010, allowing these species time to recover and/or move onto the property. This property should require an ECR under Comp Plan Policy 3.3(D)(2).

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection, Florida Department of Health, Highlands County School Board, Highlands County Code Enforcement, Florida Fish and Wildlife Conservation Commission, and Sebring Regional Airport.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Florida Department of Transportation, and Highlands County Emergency Management.

4. **Planning Analysis:** 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 105 - 115 feet.
2. **Soils:** The soil underlying the site is Tavares Sand, 0 to 5 percent slopes. The available water capacity is very low, with a rapid to very rapid permeability. Depth to the water table is about 42 to 72 inches. This soil is nearly level to gently sloping and is moderately well drained. For most urban uses, the soil has moderate limitations because of the seasonal high-water table and its relative proximity to the surface. Per Section 12.02.104.326 of the LDRs, this soil type is often associated with Xeric uplands habitat.
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 land is currently vacant.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site currently has a zoning designation of R-1A, with a restrictive easement limiting development to 28 lots.
4. **Current Zoning Population Yield:** The parcel with its current restrictive easement has a current population yield of about 63 persons (28 DU x 2.25 persons = 63). Otherwise, the R-1A zoning district, with a minimum lot size of 10,000 square feet, would permit a maximum gross density of about 4 dwelling units per acre, for a maximum potential population yield of about 92 persons (10.33 acres x 4 DU/ac = 41.32; 41 DU x 2.25 persons = 92.25).
5. **Proposed Zoning Designation:** The proposed zoning designation is R-

1A FUD.

Proposed development program: The Applicant is proposing to use the site for a single-family residential development. The applicant's concept plan proposes 40 single-family lots, with a minimum lot area of 6,250 square feet and a minimum lot width of 50 feet.

6. **Proposed Zoning Population Yield:** The development proposes a potential population yield of about 90 persons (40 dwelling units × 2.25 persons = 90).

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no selected natural resources. However, since the former grove use was discontinued, the site has begun to revegetate and has a soil type conducive to Xeric upland habitat.
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, as depicted on the Flood Insurance Rate Map Community Panel Number 12055C0229C, 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. The development should consider sound-level reduction (SLR) standards that could be implemented to mitigate nuisances caused by recurring over-flight and other military training activities. Per Policy 10.11 of the Land Use Element of the Comp Plan, **all real estate transactions shall include a disclosure regarding the proximity of property to a military airfield**, including all listing agreements, sales and rental contracts, subdivision plats, and other marketing materials.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Section 12.12.301 of the LDRs.
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 is proposed to be served by the City of Sebring central water system. The City has confirmed the capacity and willingness to serve the development.
2. **Central Wastewater:** The property will be served by the City of Sebring central wastewater system. The City has confirmed the capacity and willingness to serve the development.
3. **Solid Waste:** The property will be serviced by the county-approved refuse collection company.

4. **Vehicular Access and Traffic Circulation:** The conceptual site plan includes one point of direct access to Sparta Road, a two-lane County-maintained paved road, classified as a rural major collector street. Internal circulation is proposed as a single-entry road terminating in a cul-de-sac. Section 12.09.104.L of the LDRs limits the length of a cul-de-sac to 1,000 feet, unless otherwise approved by the County Engineer. The site plan proposes mid-block hammerhead designs in an attempt to mitigate the street length and potentially provide future connectivity to adjoining lots; however, hammerheads are typically defined as dead-end features. At the time of development, access management and future connectivity considerations will be reviewed under Article 9, with final approval subject to compliance with engineering and subdivision standards under Article 4 of the LDRs.
5. **Railroad Access:** The site is not located adjacent to any railroad tracks or rail spurs.
6. **Recreation:** The proposed development will be required to maintain the county-wide Park & Recreation Level of Service (LOS) standard of 10 acres per 1,000 population, as stated in Policy 1.1 of the Recreation and Open Space Element of the Comp Plan, and meet the LOS and park classifications standard of the Highlands County Parks & Recreation Master Plan. The conceptual site plan depicts two small park areas totaling approximately 0.14 acres, which appears consistent with the classification for a mini park.
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.
8. **Emergency Services:** The closest manned station, Station 15 (City of Sebring) on US 27 S is a 3.4-mile drive away, with about a 6-minute response time. The closest manned County station, Station 19 on W. George Blvd, is about 4.6 miles or 8 minutes away.

E. **Traffic Impacts:** Pursuant to Section 12.09.201.A of the LDRs, a **minor traffic impact analysis is required** at the time of development. Below is a table showing existing and adopted traffic level of service (LOS) standards for Sparta Road.

Table 2: Level of Service Standards

Road Name	From	To	Adopted LOS	Current LOS	Available Capacity
Sparta Road	SR 66	US 98 / US 27	D	B	0.94

Source: 2020 Highlands County Concurrency Management System

F. **Schools:** In accordance with Florida Statutes (F.S.) 163.3177 and 163.3180, a **School Concurrency Determination Letter from the School Board of Highlands County is required** for residential development, pursuant to Sections 12.13.150 and 12.13.151 of the LDRs, and has been provided.

G. **Airports:** The subject property is located approximately 10.2 miles southeast of the Avon Park Executive Airport and 6.24 miles west 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 Comp Plan, is not required for the proposed zoning change; however, **will be required at the time of development**.

Historical and Archaeological Clearance Finding: 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.

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 & Zoning 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 2179, changing the Official Zoning Atlas for an approximate 10.33-acre parcel from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), referencing the mandatory findings of fact and becoming effective as provided by law, along with the conditions of approval as listed in the adopting Resolution.

Attachments:

Exhibit 1: Draft Conditions of Approval
Exhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: FUD Conceptual Site Plan

1. The underlying or base zoning regulations for this FUD District shall be the R-1A District and any use or allowance not specified herein will be as defined in the R-1A District, as provided in Section 12.05.212 of the Code.

2. The permitted use of the Property shall be for single-family dwellings, not including mobile homes/manufactured homes.

3. There shall be a maximum of 40 single-family dwelling units.

4. Each lot shall have a minimum lot area of 6,250 square feet.

5. Each lot shall have a minimum lot width of 50 feet.

6. The internal roadway layout shall meet the intent of Section 12.09.104.L of the Code. A stub-out or equivalent right-of-way shall be provided, as applicable, for future interconnectivity to the properties to the north or south.

7. The internal roadway shall be privately owned and maintained and shall not be dedicated to Highlands County for maintenance.

8. The property and this FUD shall be subject to all Code requirements for final site plan approval.

Exhibit 2:

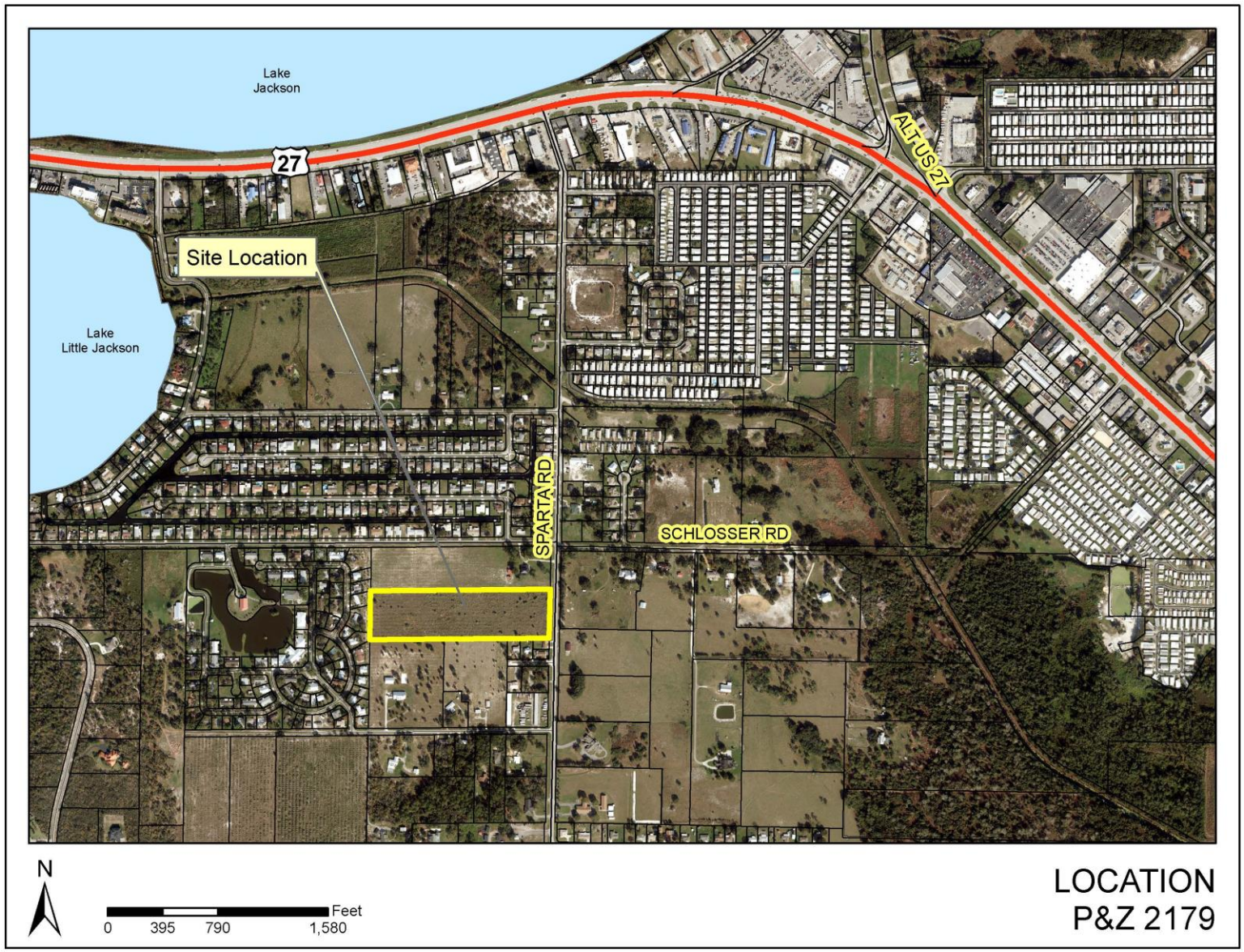

Lake
Jackson
27
ALT US 27
Site Location
Lake
Little Jackson
SPARTA RD
SCHLOSSER RD
N
0
395
790
Feet
1,580
LOCATION
P&Z 2179

Exhibit 3:

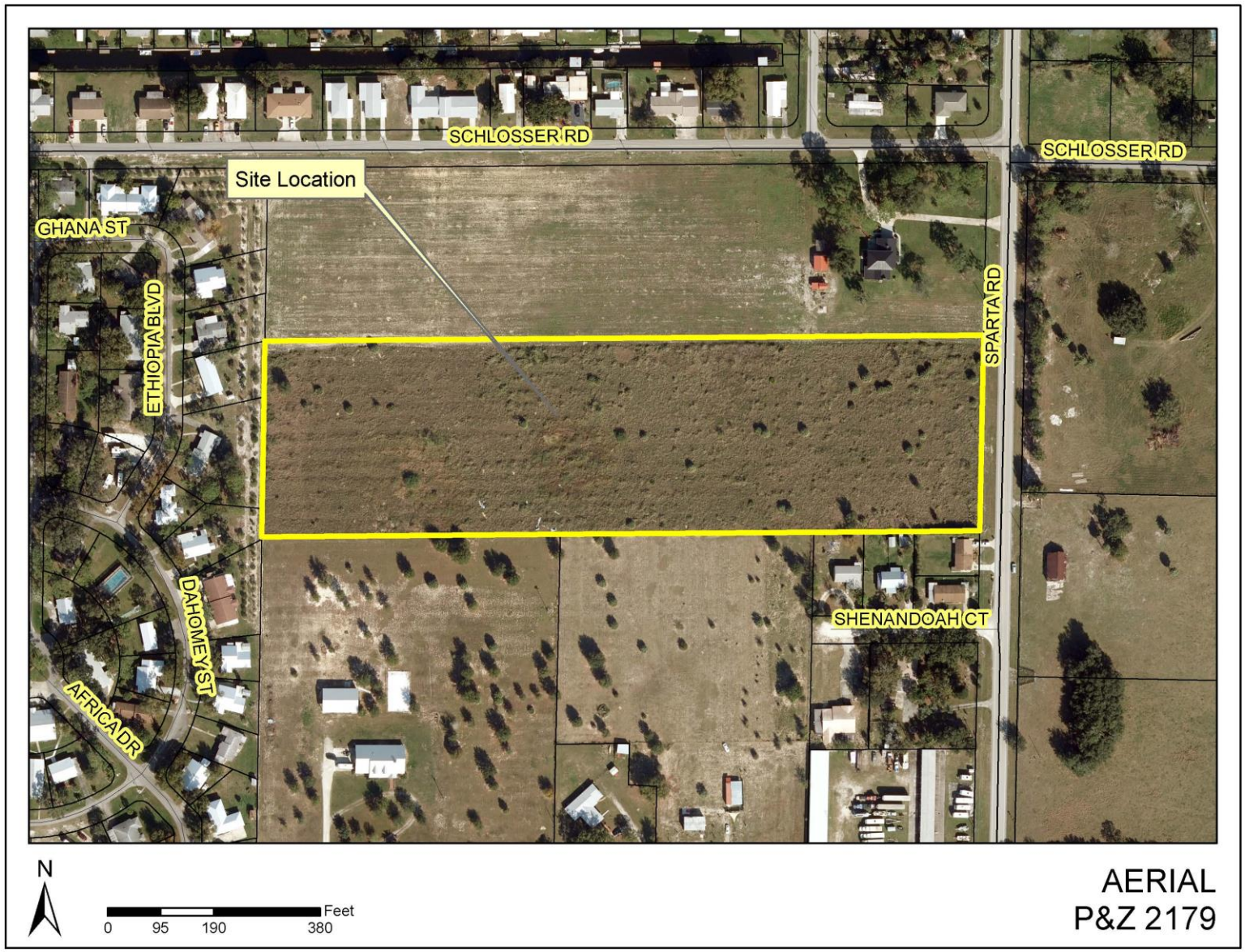

SCHLOSSER RD
SCHLOSSER RD
Site Location
GHANA ST
ETHIOPIA BLVD
SPARTA RD
DAHOMEY ST
AFRICA DR
SHENANDOAH CT
N
Feet
0
95
190
380
AERIAL
P&Z 2179

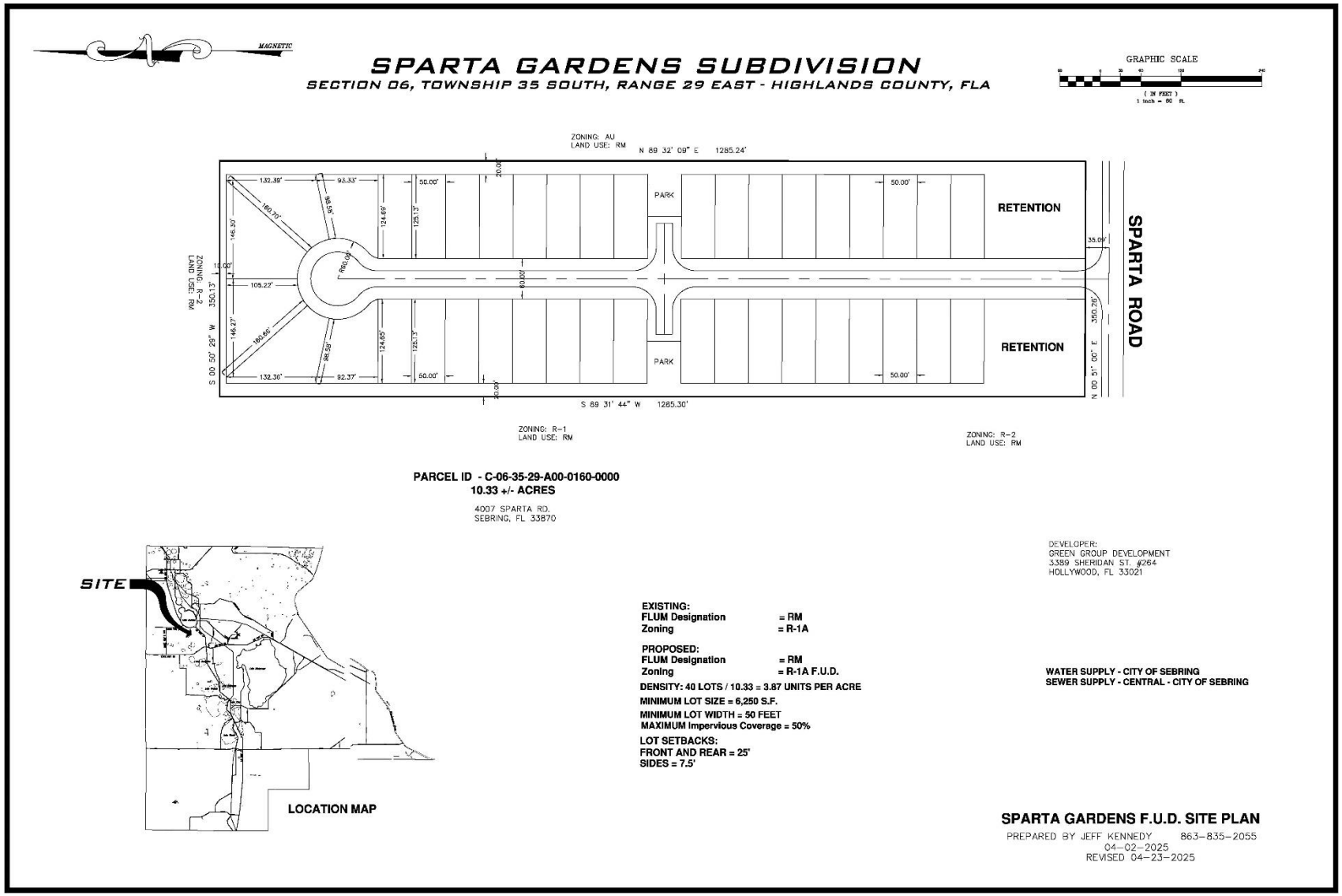
Exhibit 4:

SCHLOSSER RD
SCHLOSSER RD
Site Location
GHANA ST
ETHIOPIA BLVD
SPARTA RD
DAHOMEY ST
AFRICA DR
SHENANDOAH CT
Legend
Zoning
AU
B3
R1
R1A
R2
N
Feet
0
95
190
380
ZONING
P&Z 2179

Exhibit 5:

SCHLOSSER RD
SCHLOSSER RD
Site Location
GHANA ST
ETHIOPIA BLVD
SPARTA RD
DAHOMEY ST
AFRICA DR
LIBERIA ST
SHENANDOAH CT
Legend
Zoning
ZON
AU
B3
R1
R2
R1A FUD
N
Feet
0
95
190
380
PROPOSED ZONING
P&Z 2179

Exhibit 6:


MAGNETIC
SPARTA GARDENS SUBDIVISION
SECTION 06, TOWNSHIP 35 SOUTH, RANGE 29 EAST - HIGHLANDS COUNTY, FLA
GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.
ZONING: AU
LAND USE: RM
N 89° 32' 09" E 1285.24'
PARK
RETENTION
RETENTION
PARK
SPARTA ROAD
S 89° 31' 44" W 1285.30'
S 00° 50' 29" W 350.13'
N 00° 51' 00" E 350.26'
ZONING: R-1
LAND USE: RM
ZONING: R-2
LAND USE: RM
PARCEL ID - C-06-35-29-A00-0160-0000
10.33 +/- ACRES
4007 SPARTA RD.
SEBRING, FL 33870
SITE
LOCATION MAP
DEVELOPER:
GREEN GROUP DEVELOPMENT
3389 SHERIDAN ST. #264
HOLLYWOOD, FL 33021
EXISTING:
FLUM Designation = RM
Zoning = R-1A
PROPOSED:
FLUM Designation = RM
Zoning = R-1A F.U.D.
DENSITY: 40 LOTS / 10.33 = 3.87 UNITS PER ACRE
MINIMUM LOT SIZE = 6,250 S.F.
MINIMUM LOT WIDTH = 50 FEET
MAXIMUM Impervious Coverage = 50%
LOT SETBACKS:
FRONT AND REAR = 25'
SIDES = 7.5'
WATER SUPPLY - CITY OF SEBRING
SEWER SUPPLY - CENTRAL - CITY OF SEBRING
SPARTA GARDENS F.U.D. SITE PLAN
PREPARED BY JEFF KENNEDY 863-835-2055
04-02-2025
REVISED 04-23-2025

Highlands County, Florida
Zoning Change Application

Zoning change from: R-1A
Zoning change to: R-1A 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:

Project # 25040009

P&Z Hearing Number: 279 **Date of Application:** 4/2/25
Amount of Fee: $ 2000.00 **Receipt No.:** 42000000392 **Tax Map No.:** 70B
Hearing Dates: LP: N/A **P&Z:** 6/10/25 **BCC:** 7/15/25

****

This application has been reviewed for completeness:

Melony Culpepper
Zoning Supervisor

4/23/2025
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: Sparta Properties LLC
   Mailing Address: c/o NN EMPIRE LLC, 111 GREAT NECK RD, SUITE 202A, GREAT NECK, NY 11021
   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: Dana Riddell & Jeff Kennedy
   Mailing Address: 2224 N. Archer Rd., Avon Park, Florida 33825
   Telephone No.: (484) 467-5551 & (863) 835-2055 **E-Mail Address:** dana@stonehengeldc.com & JRKennedymailbox@gmail.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. See Exhibit A

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-06-35-29-A00-0160-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 4007 Sparta Rd., Sebring, FL 33875

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: R-1A **Existing Land Use Classification**: RM
   Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 350.04 feet, (depth) 1285,79 feet, street frontage 350.05 feet, water frontage N/A feet, **Total acres** 10.33
   If different from the total acreage, the upland, or developable portion is N/A +/- 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	Groves/SFR	RM	AU
South	SFR/Duplex	RM	R-1 & R-2
East	SFR/Grazing Soil	RL	AU
West	SFR (church center)	RM	R-2

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** To allow single-family residential development at a density consistent with the underlying FLU of Medium Density Residential

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 40 single family dwelling units. Increasing the existing number of permitted dwelling units from 28 to 40.

16. **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 existing building n/a divided by Parcel size n/a = FAR n/a % Maximum lot coverage shall not exceed 50%

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 17 & 18 – 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 **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 10,856,600 gpcd.
e. This proposed development will require approximately 4,800 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 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 pumping and 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 4,800 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 Approved 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.

(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 _____ 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.

(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 _____ 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: A retention/passive recreation area is proposed on the east side of the property, along the right-of-way. The development shall not exceed 50% lot coverage.

    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

Exhibit A

Legal Description

BEGINNING AT A STAKE IN THE EASTERN LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, SAID STAKE BEING 20 RODS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, THENCE WEST 80 RODS TO A STAKE; THENCE SOUTH 20 RODS TO A STAKE, THENCE EAST 80 RODS TO A STAKE; THENCE NORTH 20 RODS TO THE PLACE OF BEGINNING.

AND

THE SOUTH 20 FEETOF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, SAMY NAIM, 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. SN

An appointment is required before entering the property. SN

Signed, Sealed and Delivered
in our presence:

Huma Cikni
Print Name:

Jacklyne Samuels
Print Name:

SPARTA PROPERTIES LLC
a LIMITED LIABILITY Corporation.
By:
Print Name: SAMY NAIM
Title: MANAGER

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 5 day of March, 2025, by Samy Naim who is personally known by me [ ] or who has produced _____, as identification and who did take an oath:

Signature

Thomas McCall
Print Name

Notary Public, State of ~~Florida~~ New York
My Commission Expires: 2-5-26

THOMAS P MCCALL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA4961472
Qualified in Nassau County
Commission Expires February 5, 2026

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 GREEN GROUP DEVELOPMENT LLC. to be the applicant for this REZONING.

SPARTA PROPERTIES LLC
Print Name of Owner SAMY NAIM

Signature of Owner

C/O NNEMPIRE
111 GREAT NECK ROAD
Address: Number and Street (P.O. Box)
Suite# 202A

GREAT NECK, NY 11021
City and State (Zip Code)

N.Y.
STATE OF ~~FLORIDA~~
~~HIGHLANDS COUNTY~~ Nassau County

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of Feb, 2025 by Samy Naim who is personally known by me ☑ or who has produced _____, as identification and who did take an oath:

Signature

Samira Assil
Print Name

NOTARY PUBLIC, STATE OF NEW YORK
01ASS97164
Nassau County

N.Y.
Notary Public, State of ~~Florida~~
My Commission Expires: 02-18-2026

Highlands County, Florida
Development Services Department Application

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 DANA RUDELL / JEFF KENNEDY to be my agent for this application. GREEN GROUP DEVELOPMENT LLC.

ROI MENGELGREEN
Print Name of Applicant

Signature of Applicant

3389 SHERIDAN ST. #264
Address: Number and Street (P.O. Box)

Hollywood FL. 33021
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 13 day of Feb., 2025, by ROI Mengelgren who is personally known by me ☐ or who has produced FLDL, as identification and who did take an oath:

FEDERICO J. VAZQUEZ
Notary Public - State of Florida
Commission #HH 488250
My Comm. Expires February 22, 2028

Signature

Federico J. Vazquez
Print Name

Notary Public, State of Florida
My Commission Expires: 2/22/28

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Dana Riddell, 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.

Dana Riddell
Print Name of Agent

Dana Riddell
Signature of Agent

2224 N. Archer Rd.
Address: Number and Street (P.O. Box)

Avon Park, FL 33825
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 ____ day of _____, 20__, by DANA RIDDELL who is personally known by me ☐ or who has produced _____, as identification and who did take an oath:

Signature

CYNTHIA BROOKS
Print Name

CYNTHIA BROOKS
Notary Public - State of Florida
Commission # HH 534466
My Comm. Expires Jun 4, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida
My Commission Expires: _____

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Jeff Kennedy, 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.

Jeff Kennedy
Print Name of Agent

Signature of Agent

7045 C.R. 17 S.
Address: Number and Street (P.O. Box)

Sebring, FL 33876
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 02 day of APRIL, 2025 by JEFF KENNEDY who is personally known by me ☒ or who has produced FL CDL# K520-436-59-043-0 as identification and who did take an oath:

Signature

CYNTHIA BROOKS
Print Name

Notary Public, State of Florida
My Commission Expires: _____

CYNTHIA BROOKS
Notary Public - State of Florida
Commission # HH 534466
My Comm. Expires Jun 4, 2028
Bonded through National Notary Assn.

Stonehenge
Land Development Consultants

2224 N. Archer Rd., Avon Park | dana@stonehengeldc.com | (484) 467 – 5551 | stonehengeldc.com

April 2, 2025

Highlands County P&Z Staff/P&Z Board/BOCC
501 S. Commerce Ave.
Sebring, FL 33870

RE: LETTER OF INTENT

To Whom it May Concern,

On behalf of our client, Green Group Development LLC., we respectfully submit this letter of intent to rezone approximately 10.33 acres from R-1A, Residential District to R-1A FUD, Residential District with a Flexible Unit Development. This request is made in order to allow reduced minimum lot sizes and lot widths to fully utilize the residential density allowed by the site's designated Medium Density Future Land Use (FLU).

The subject property is designated for residential use pursuant to the Medium Density Residential FLU, which permits up to eight (8) dwelling units per acre contingent upon the availability of public water and wastewater utilities. Both services are currently available and adjacent to the property.

The proposed development consists of forty (40) single-family residential units on 10.33 acres, achieving a net density consistent with the Future Land Use designation. The Flexible Unit Development overlay is being pursued to introduce a more efficient and compact lot layout, while still maintaining appropriate open space, landscaping, and design standards that align with the intent of the zoning code.

We believe this rezoning request supports the community's planning goals by promoting attainable housing options and maximizing the utility of existing infrastructure, while respecting the surrounding neighborhood character.

We appreciate your consideration of this request and look forward to working with staff and the Planning Board throughout the review process. Please feel free to contact me should any additional information be required.

Sincerely,

Dana Riddell

Dana Riddell in association with Jeff Kennedy

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Anjelica Tinajero, Business/Operations
426 School
Sebring, FL 3387
(863) 471-5626
ramostia@highlands.k12.fl.us

School Board of Highlands County
School Capacity Planning Tool for Comprehensive Plan Amendments

March, 2025

Jeff Kennedy
7045 County Road 17 S.
Sebring, FL 33876

School Year of Analysis: **2024/2025**

Proposed Development:
Applicant:
Location (map attached): 4007 Sparta Road, Sebring, FL
C-06-35-29-A00-0160-0000

School Attendance Zones:
Elementary: **Sun N Lake Elementary**
Middle: **Avon Park Middle**
High: **Avon Park High**

Maximum Proposed Dwelling Units: **40** Single Family ____ Mobile Home ___ Multi-Family
Propose build out year:
Proposed Phasing if applicable:

2024/2025 Student Generation Rates by Dwelling Unit Type

Dwelling unit Type	Elementary (K-5)	Middle (6-8)	High (9-12)
Single Family	0.129	0.061	0.074
Mobile Home	0.086	0.041	0.049
Multi-Family	0.080	0.038	0.046

Dr. Brenda Longshore, Superintendent
Nicole Radonski, Chairperson · Reese Martin. Vice Chairperson
Isaac Durrance · Donna Howerton · Mason Whidden

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

The School Board of Highlands County
Transforming Today's Learners into Tomorrow's Leaders

Anjelica Tinajero, Business/Operations
426 School
Sebring, FL 338
(863) 471-562
ramostia@highlands.k12.fl.us

School	Capacity	5-Year Work Program Added Capacity	Available Planning Capacity	Proposed Development Student Generation	Available Capacity including Proposed Development (+/-)
C racker Trail Elementary	102.90	0	102.90	5.16	97.74
Sebring Middle	31.21	0	31.21	2.44	28.77
Sebring High	74.98	0	74.98	2.96	72.02

This information is provided as a planning tool to assist in the evaluation of a proposed land use amendment. This information does not reserve school capacity nor does it establish school concurrency requirements. School concurrency requirements will be established pursuant to F.S. 163.3177 and F.S.163.3180 at time of development.

Sincerely,

Anjelica Tinajero

Anjelica Tinajero
Assistant Superintendent of Business/Operations

AT/cp

Dr. Brenda Longshore, Superintendent
Nicole Radonski, Chairperson · Reese Martin. Vice Chairperson
Isaac Durrance · Donna Howerton · Mason Whidden

A fully accredited school system of the Southern Association of Colleges and Schools
Equal Opportunity Employment and Veteran's Preference Employer

JOHN SHOOP MAYOR

COUNCIL:
JOSH STEWART, PRESIDENT
HARRISON HAVERY, PRO-TEMPORE
ROLAND BISHOP
LENARD CARLISLE
REBEKAH KOGELSCHATZ

SEBRING
CITY ON THE CIRCLE
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

April 17, 2025

Sparta Properties LLC
111 Great Neck Rd Suite 202A
Great Neck, NY 11021

Re: Parcel ID C-06-35-29-A00-0160-0000 – 4007 Sparta Rd., Sebring FL

Listed below is the water and wastewater capacities data requested for the above referenced parcels.

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 further assistance.

Best regards,

Bob Boggus
Utilities Director

cc: Kim Shands, Assistant Utilities Director
File

Outlook

RE: 4007 Sparta Rd

From Culpepper, Melony <mculpepper@highlandsfl.gov>
Date Tue 4/1/2025 8:19 AM
To Dana Riddell <dana@stonehengeldc.com>
Cc jeff kennedy <jrkennedymailbox@gmail.com>; Kramer, Cynthia D. <ckramer@highlandsfl.gov>

Good morning,

We have no objection to this approach.

Thank you,
Melony

Melony Culpepper, AICP, CPM
Planning & Zoning Supervisor
Highlands County Board of County Commissioners
863-402-6638
mculpepper@highlandsfl.gov
www.highlandsfl.gov
501 S. Commerce Ave., Sebring FL 33870

Blank

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to Section 668.6076, Florida Statutes).

This email is intended for planning and/or zoning purposes only and shall in no way be construed as a final development determination for the properties referenced herein, nor shall it be construed as an exemption from any public hearing process or any other requirement set forth in the Highlands County Land Development Regulations or Code of Ordinances or under Florida law. The Planning and Zoning Division is unable to provide information on behalf other departments, and you are encouraged to contact each department individually who may have rules, regulations, or processes applicable to your request.

From: Dana Riddell <dana@stonehengeldc.com>
Sent: Wednesday, March 26, 2025 5:34 PM
To: Kramer, Cynthia D. <ckramer@highlandsfl.gov>; Culpepper, Melony <mculpepper@highlandsfl.gov>
Cc: jeff kennedy <jrkennedymailbox@gmail.com>
Subject: 4007 Sparta Rd

[CAUTION: External Message*]

Good evening ladies,

I hope this message finds you well.

As you may be aware, the City of Sebring recently repealed their designated sewer service area and has introduced an ordinance to allow water and wastewater approvals on a case-by-case basis, including non-binding conceptual requests. The buyers of 4007 Sparta Rd are in the process of repealing a restrictive easement on their property and intend to apply for FUD zoning to allow no more than 40 single-family homes with modestly reduced lot sizes.

While the City was initially scheduled to hold the second reading of the water/wastewater ordinance on April 1st, that hearing must now be rescheduled to April 15th due to an advertisement oversight. In recent conversations with both the City Administrator and Utilities Director, we've received a clear indication that the utilities capacity letter will be issued immediately after 2nd reading of the city's ordinance for case-by-case approval (which will now be scheduled for April 15th).

Given the tight timeline and to maintain project momentum, we respectfully request that the Planning & Zoning Department consider accepting the FUD application on April 1st with the understanding that the application will not be deemed complete until the required water and wastewater capacity letters are provided on April 16th.

Please let us know if staff is amenable to this approach. We appreciate your consideration and continued partnership in facilitating responsible development.

Thanks,

Dana Riddell
Land Development Consultant
Stonehenge Land Development Consultants LLC
484-467-5551
dana@stonehengeldc.com
2224 N. Archer Road, Avon Park, FL 33825

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

BOUNDARY SURVEY

LEGAL DESCRIPTION:
BEGINNING AT A STAKE IN THE EASTERN LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, SAID STAKE BEING 20 RODS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, THENCE WEST 80 RODS TO A STAKE; THENCE SOUTH 20 RODS TO A STAKE, THENCE EAST 80 RODS TO A STAKE; THENCE NORTH 20 RODS TO THE PLACE OF BEGINNING.

AND

THE SOUTH 20 FEETOF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA.

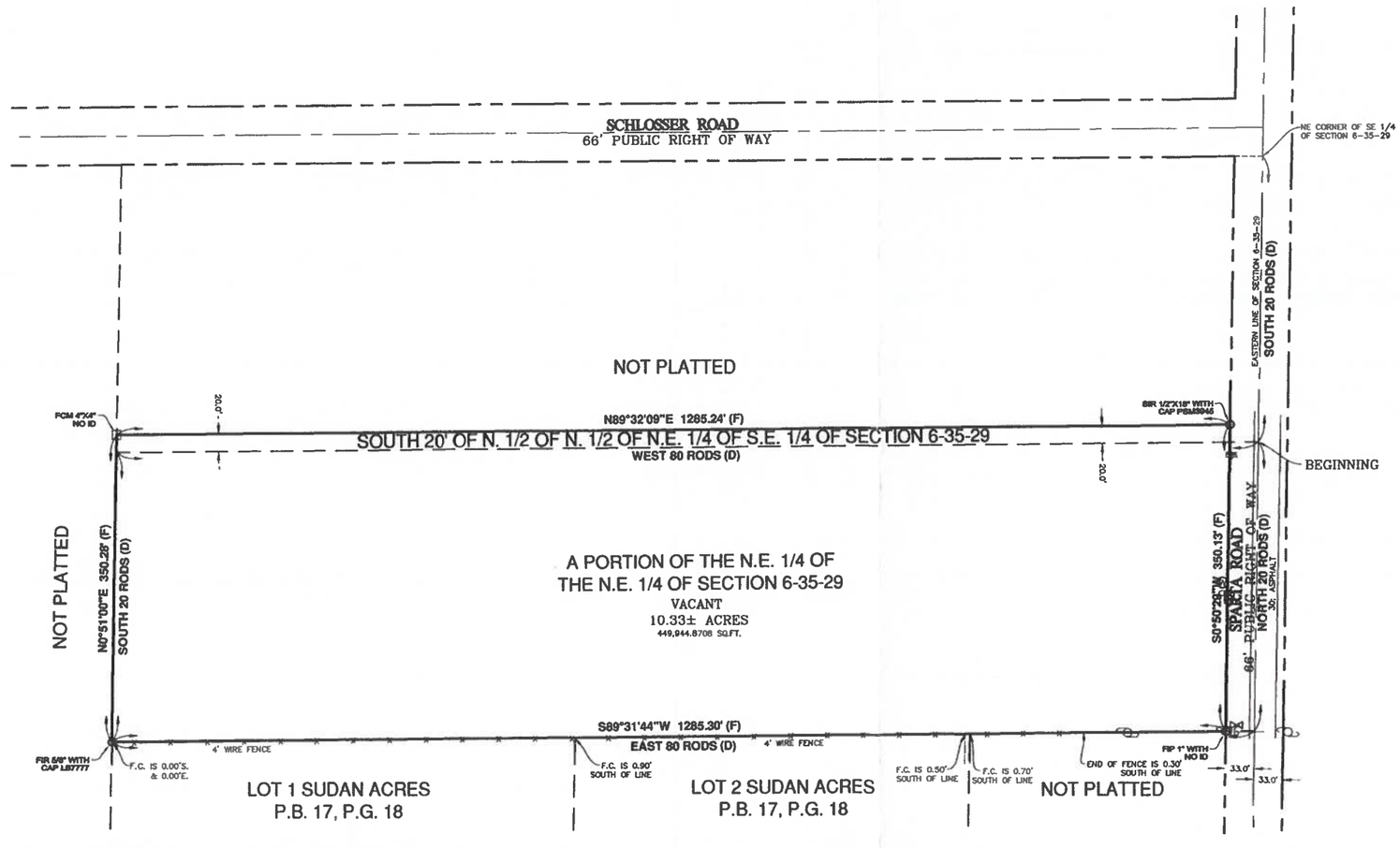
STREET ADDRESS:
4007 SPARTA ROAD
SEBRING, FLORIDA
33875

LINE TABLE	
BOUNDARY	———
TIE LINE	—— ——
LOT LINE	———
BUILDING	———
CENTERLINE	———
RIGHT OF WAY	———

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



GERMAINE SURVEYING INC.

PROFESSIONAL LAND SURVEYORS

3803 KENILWORTH BOULEVARD, SEBRING, FLORIDA 33870
PHONE: 863-385-6856, FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT: GREEN GROUP DEVELOPMENT

JOB NO.: 95-25	SCALE : 1" = 100'
TASK NO.: 001	DRAWN BY: JTA
SURVEY DATE: 3-20-2025	CHECK BY: GLG

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5 J-17, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SUBJECT TO EASEMENTS, RIGHTS- OF-WAYS, SETBACK LINES, UNDERGROUND UTILITIES, RESERVATIONS AND RESTRICTIONS OF RECORD.

Gary L. Germaine

GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER
REGISTRATION #3945

3/31/25
DATE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER OR THE ELECTRONIC SIGNATURE AND/OR ORIGINAL SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE CONSIDERED VALID. LICENSE BUSINESS #8017

GENERAL NOTES:

THIS SURVEY PREPARED FROM LEGAL DESCRIPTION PROVIDED AND IS NOT A CERTIFICATE OF TITLE.

THE FIELD BEARINGS, DISTANCES AND TIES SHOWN HEREON ARE BEING COMPARED TO THE PLATS AND / OR DEEDS BEARINGS AND DISTANCES THEREOF.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY.

BEARING SYSTEM BASED ON THE WEST RIGHT OF WAY LINE OF SPARTA ROAD, AS BEING S0°50'29"W

LEGEND OF SYMBOLS & ABBREVIATIONS

S.C.M.	SET 4"X4"X24" CONCRETE MONUMENT PSM 3945
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM
NAVD 88	NORTH AMERICAN VERTICAL DATA
S.N.D.	SET NAIL & DISK STAMPED PSM 3945
S.I.R.	SET 1/2"X18" IRON ROD & CAP PSM 3945
F.C.M.	FOUND 4"X4" CONCRETE MONUMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
(PRO)	PRORATED MEASUREMENT
CPP	CORRUGATED PLASTIC PIPE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCE CONCRETE PIPE
PVC	POLYVINYL CHLORIDE PIPE
B.F.P.	BACK FLOW PREVENTOR
(P)	AS RECORDED ON PLAT
(D)	AS RECORDED ON DEED
(F)	AS MEASURED IN FIELD
(C)	AS CALCULATED
F.I.R.	FOUND 1/2" IRON ROD
P.O.B.	POINT OF BEGINNING
NO ID	NO IDENTIFICATION
P.T.	POINT OF TANGENT
F.N.D.	FOUND NAIL & DISK
O.R.	OFFICIAL RECORD
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
C.L.F.	CHAIN LINK FENCE
CB=	CHORD BEARING=
P.C.	POINT OF CURVE
F.C.	FENCE CORNER
F.I.P.	FOUND 1/2" PIPE
R/W	RIGHT OF WAY
ELEV.=	ELEVATION=
F.L.	FENCE LINE
CONC.	CONCRETE
P.B.	PLAT BOOK
R=	RADIUS=
L=	LENGTH=
D=	DELTA=
CH=	CHORD=
SQ.	SQUARE
FT.	FEET
PG	PAGE

IRRIGATION VALVE	FLAG POLE
SIGN (AS NOTED)	WATER VALVE
MONITORING WELL	FIRE HYDRANT
BACK FLOW PREVENTER	METER POST
WATER METER	POWER POLE
STORM DRAIN MANHOLE	LIGHT POLE
STORM DRAIN INLET	GUY WIRE
UTILITY FLAG	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC VAULT
	ELECTRIC BOX
	TRANSFORMER
	AIR CONDITIONER UNIT
	TELEPHONE MANHOLE
	TELEPHONE BOX
	CABLE BOX
	TOWER
	VAULT
	WELL
	GREASE TRAP
	SEWER MANHOLE
	SEWER VALVE
	CLEAN OUT
	GAS VALVE
	GAS METER
	HANDICAPPED PARKING
	MITERED END SECTION
	TRAFFIC SIGNAL BOX
	SIGNAL LIGHT POLE
	SIGNAL LIGHT
	POINT OF ACCESS

THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PEOPLE LISTED AND THEIR SUCCESSORS OR ASSIGNS ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY ON THIS SURVEY.

REVISIONS

1	
2	
3	
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5	

SHEET 1 OF 1

Sparta Gardens

Sparta Gardens

ZONING/ DEVELOPMENTS RECEIPT

****

STRAP NBR : C-06-35-29-A00-0160-0000
PROJECT : 25040009
RECEIPT # : 42000000392

RECEIPT DATE : 04/10/2025

RECEIVED BY : kwiseman
REC'D. FROM : STONEHENGE LAND DEV
EXP (YMD) :
C/S :

ADDRESS : 4007 SPARTA RD
PRINT DATE : 04/10/2025
PRINT TIME : 08:30:18
OPERATOR : kwiseman
COPY # : 1
CASH DRAWER: 42

NOTES : 42000000392

FEE ID	UNIT	QUANTITY	AMOUNT	PD-TO-DT	THIS REC	NEW BAL
ZFUDN	FLAT RATE	1.00	2000.00	0.00	2000.00	0.00
TOTAL PROJECT :			2000.00	0.00	2000.00	0.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	2,000.00	CK # 1037
TOTAL RECEIPT :	2,000.00	

From:	JAMES and SHERRI GRIFFIN
To:	Culpepper, Melony
Cc:	jim@carpetpatioblinds.com
Subject:	4007 Sparta Rd Zoning
Date:	Sunday, June 8, 2025 8:22:33 PM
Attachments:	Planning and Zoning Commission 682025Griffin.docx Hearing 1807.pdf Hearing 1810.pdf

You don't often get email from griffindr@embarqmail.com. Learn why this is important

[**CAUTION:** External Message*]

Dear Melanie Culpepper,

Please find the attached letter and two accompanying documents pertaining to 4007 Sparta Rd Rezoning.

Sincerely,

Jim and Sherri Griffin

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

HEARING #CPA-05-351SS - MAGNOLIA PROPERTIES, INC. - C/O RICK WHIDDEN

Located in Sun 'N Lake of Sebring Subdivision, on the South side of Sun 'N Lake Boulevard just East of the intersection with Magnolia Street, and abbreviated legal as follows: Approximately 7.46 acres located in Sec. 9, Twp. 34S, Rge. 28E, Highlands County, Florida.

Request: A small scale plan amendment from (Medium Density Residential) to (High Density Residential.)

HEARING #1804 - MAGNOLIA PROPERTIES, INC. - C/O RICK WHIDDEN

Approximately 9.65 acres located in Sec. 9, Twp. 34S, Rge. 28E, Highlands County, Florida.

Request: A zoning change from R-1A (Residential district) to R-3 FUD (Multiple Dwelling district with a Flexible Unit Development.) Applicant desires to construct townhouses and multi-story condo units.

This hearing was tabled by P&Z until August 9, 2005.

HEARING #CPA-05-353SS - DAVID PALMER

An approximate 1/4 acre Parcel on Hawthorne Street, North of Home Avenue, and abbreviated legal as follows: Approximately .29 acres located in Sec. 19, Twp. 34S, Rge. 29E, Highlands County, Florida.

Request: A small scale plan amendment from (Agriculture) to (High Density Residential.)

HEARING #1806 - DAVID PALMER

Legal description as stated above (Item # 16A.)

Request: A zoning change from R-1A (Residential district) to R-3 (Multiple Dwelling district.) Applicant desires to construct a triplex or duplex.

Development Services Director, Jim Polatty, presented the request. He stated that the recommendation has been changed to approve Medium Density Residential and R-2. David Palmer briefly explained the request. Motion by Commissioner Stewart, seconded by Commissioner Maxcy, in accordance with the P&Z recommendation, move to adopt by ordinance CPA-05-353SS amending the Future Land Use Map for 0.29 acre from Agriculture to Medium Density Residential, and adopt by resolution P&Z 1806 changing the Zoning Atlas from R-1A (Residential district) to R-2 (Two-Family Dwelling district) for 0.29 acres, referencing the mandatory findings becoming effective as provided by law. Upon roll call, all Commissioners voted aye. Motion carried. See Res. Book 18 Page 95.

HEARING #1807 - KEATLEY WALDRON/HEARTLAND INVESTMENT TRUST - C/O HENRI HAGE, PRESIDENT H & S DEVELOPMENT GROUP, INC.

An approximate 14 acre Parcel on the West side of Sparta Road and North of Sudan Mission Road, and abbreviated legal as follows: Approximately 14.02 acres located in Sec. 6, Twp. 35S, Rge. 29E, Highlands County, Florida.

Request: A zoning change from AU (Agricultural) to R-2 (Two-Family Dwelling district.) Applicant desires to construct single family dwellings and duplexes.

Development Services Director, Jim Polatty, presented the request. Staff recommended denial of the request. P&Z voted to deny the re-zone to R-2, but recommended approval of a re-zone to R-1. Commissioner Maxcy declared a conflict of interest, and entered a Memorandum of Voting Conflict form into the record. See SMB 47 Page 63. Commissioner Stewart expressed concern about additional traffic. Mike Swain spoke on behalf of the applicant. Alan Holstrom, representing H & S Development Group, briefly explained what his company plans to do with the property. Mike Waldron spoke in support of the request. Bill Youngman spoke in opposition. Motion by

Commissioner Bullard, seconded by Commissioner Stewart, move to **deny** P&Z 1807 changing the Zoning Atlas from AU (Agricultural district) to R-2 (Two-Family Dwelling district) for 14.02 acres. Upon roll call, Commissioners Bullard, Stewart, and Jackson voted aye to deny. Commissioner Stokes voted nay. Commissioner Maxcy abstained. Motion carried to deny the request.

HEARING #CPA-05-337LS ~~AND P&Z 1789~~ - HIGHLANDS COUNTY ~~CONSISTENCY ZONING~~/LAND USE CHANGES FOR DISTRICT 10 - C/O JIM POLATTY, DEVELOPMENT SERVICES DIRECTOR - SEE ATTACHMENT "A"

AREA: 795 - A County initiated land use change from (Agriculture) to (~~Medium~~ Low Density Residential.) Sixty-five (65) Sites.

AREA: 796 - A County initiated ~~zoning change from M-1 (Mobile Home Subdivisions district) to P (Public and Quasi-Public Lands district) and a County initiated~~ land use change from (Industrial) to (Public Lands.) One (1) Site.

AREA: 797 - A County initiated ~~zoning change from M-1 (Mobile Home Subdivisions district) to M-1-S (Mobile Home and Residential Subdivisions district) and A County initiated~~ land use change from (Agriculture) to (~~Medium~~ Low Density Residential.) Two (2) Sites.

Development Services Director, Jim Polatty, presented the request. Motion by Commissioner Bullard, seconded by Commissioner Stokes, in accordance with the P&Z recommendation, move to recommend approval of CPA-05-337LS for areas ~~793~~, ~~794~~, 795, 796 and 797 referencing the mandatory findings of fact, and transmitting to the Florida Department of Community Affairs for their compliance review, becoming effective as provided by law. Upon roll call, all Commissioners voted aye. Motion carried.

HEARING #CPA-05-338LS AND P&Z 1790 - HIGHLANDS COUNTY CONSISTENCY ZONING/LAND USE CHANGES FOR DISTRICT 8 - C/O JIM POLATTY, DEVELOPMENT SERVICES DIRECTOR - SEE ATTACHMENT "B"

AREA: 190 - A County initiated zoning change from B-1 (Neighborhood Business district) to R-2 (Two-Family Dwelling district.) Three (3) Sites.

AREA: 192 - A County initiated land use change from (Medium Density Residential) to (Agriculture.) Two (2) Sites.

AREA: 193 - A County initiated land use change from (Medium Density Residential) to (Industrial.) One (1) Site.

AREA: 194 - A County initiated zoning change from B-1 (Neighborhood Business district), B-2 (Limited Business district), and B-3 (Business district) to R-3 (Multiple Dwelling district) and a county initiated land use from (Agriculture) to (High Density Residential.) Twenty-Eight (28) Sites.

AREA: 201 - A County initiated zoning change from B-2 (Limited Business district) to R-3 (Multiple Dwelling district) and a County initiated land use change from (Medium Density Residential) to (High Density Residential.) Three (3) Sites.

AREA: 203 - A County initiated land use change from (Agriculture) to (High Density Residential.) Fifty-Five (55) Sites.

AREA: 204 - A County initiated land use change from (Medium Density Residential) to (High Density Residential.) Thirteen (13) Sites.

~~AREA: 206 - A County initiated land use change (Medium Density Residential) to (High Density Residential). Nineteen (19) Sites.~~

~~AREA: 207 - A County initiated land use change from (Medium Density Residential) to (High Density Residential.) Thirty (30) Sites.~~

~~AREA: 208 - A County initiated land use change from (Medium density Residential) to (High Density Residential.) Twenty-Seven (27) Sites.~~

County Engineer, Ramon Gavarrete, presented the request. Motion by Commissioner Stewart, seconded by Commissioner Maxcy, to adopt the Resolution vacating the easement as described. Upon roll call, all Commissioners voted aye. Motion carried. See Res. Book 18 Page 110.

7. **PUBLIC HEARING:**
To consider three zoning changes, one small scale plan amendment, and First Public Hearing adoption of the LDR's into the Chapter 12 of the Code of Ordinances. Proof of Publication for the following hearings were entered into the record. See Proof of Pub Ord. Book 3 Page 75.

HEARING #CPA-05-351SS - MAGNOLIA PROPERTIES, INC. - C/O RICK WHIDDEN

Located in Sun 'N Lake of Sebring Subdivision, on the South side of Sun 'N Lake Boulevard just East of the intersection with Magnolia Street, and abbreviated legal as follows: Approximately 7.46 acres located in Sec. 9, Twp. 34S, Rge. 28E, Highlands County, Florida.

Request: A small scale plan amendment from (Medium Density Residential) to (High Density Residential.)

HEARING #1804 - MAGNOLIA PROPERTIES, INC. - C/O RICK WHIDDEN

Approximately 9.65 acres located in Sec. 9, Twp. 34S, Rge. 28E, Highlands County, Florida.

Request: A zoning change from R-1A (Residential district) to R-3 FUD (Multiple Dwelling district with a Flexible Unit Development.) Applicant desires to construct townhouses and multi-story condo units.

Development Services Director, Jim Polatty, presented the request. He stated that the zoning request is a re-zone from R-3 FUD to R-3 FUD. Rick Whidden, representing the petitioner, stated they plan to construct 2 seven story condos, with a total of 136 units. Motion by Commissioner Stewart, seconded by Commissioner Stokes, in accordance with the P&Z recommendation, move to adopt by ordinance CPA-05-351SS, amending the Future Land Use Map for 7.46 acres from (Medium Density Residential) to (High Density Residential) and adopt by Resolution P&Z 1804 changing the Zoning Atlas for 7.46 acres from R-1A (Residential district) and R-2 (Two-Family Dwelling district) to R-3 FUD (Multiple Family Residential district with a Flexible Unit Development); and, a zoning change for 9.65 acres from R-3 (Multiple Family Residential district) to R-3 FUD (Multiple Family Residential district with a Flexible Unit Development), referencing the mandatory findings and transmitting CPA-05-351SS to the Florida Department of Community Affairs for their determination of compliance with state law, becoming effective as provided by law. See Res. Book 18 Page 111.

HEARING #1810 - BRIAN L. & KATHY J. OGG - C/O RICK WHIDDEN

An approximate 10.25 acres on the West side of Sparta Road, 300 feet South of the intersection of Schlosser Road, and Sparta Road, and abbreviated legal as follows: approximate 10.25 acres located in Sec. 6, Twp. 35S, Rge. 29E, Highlands County, Florida.

Request: A zoning change from AU (Agricultural) to R-1A (Residential district.) Applicant desires to construct single family dwellings.

Development Services Director, Jim Polatty, presented the request. Commissioner Bullard expressed concern about adding additional development on Sparta Road. County Engineer, Ramon Gavarrete, reported on the current conditions, traffic counts, and level of service for Sparta Road. Commissioner Stewart expressed concern about turning down another development based on speculative developments that were approved 3-4 years ago. Commissioner Maxcy stated the lowest possible density needs to be considered. Zoning Supervisor, Gary Lower, suggested putting a moratorium on

development for the area instead of denying re-zone and land use change requests, until plans can be made to improve the traffic in the area. Rick Whidden, representing the applicant, stated that central water and sewer will be provided by the City of Sebring. Keatley Waldron, Vivian McIntyre, and Bill Youngman spoke in support of the request. Commissioner Stewart questioned if the applicant is still offering an easement, limiting the development to 28 units, which was offered at the P&Z hearing. Mr. Whidden stated the applicant will offer the easement. Motion by Commissioner Stokes, seconded by Commissioner Stewart, in accordance with the P&Z recommendation, move to adopt by Resolution of P&Z 1810 changing the Zoning Atlas for 10.25 acres from AU (Agricultural district) to R-1A (Residential district), referencing the mandatory findings, and becoming effective as provided by law, including the recording of an easement, restricting the development to no more than 28 units. Upon roll call, all Commissioners voted aye, except Commissioner Bullard, who voted nay, and Commissioner Maxcy, who abstained. A Memorandum of Voting Conflict was entered into the record. See SMB 47 Page 77. Motion carried. See Res. Book 18 Page 112.

Break 10:30 – 10:45 A.M.

NEW BUSINESS: HEARING #1809 - J. LEE WINBERRY

Approximately 9.6 acres on the East side of Brunns Road, 1/5 of a mile South of the intersection of Howey Road and Brunns Road, and abbreviated legal as follows: approximately 9.66 acres located in Sec. 35, Twp. 34S, Rge. 28E, Highlands County, Florida.

Request: A zoning change from AU (Agricultural) to EU (Estate district.) Applicant desires to construct single-family dwellings.

Development Services Director, Jim Polatty, presented the request. He stated that the applicant has offered to restrict the property to four (4) lots, and to dedicate the right-of-way on the east side for the extension of Lakewood Road. Lee Winberry, applicant, stated his children will be building homes on this property. Elizabeth Spaulding, John Polk, Dan Littlefield, and Ann Hardy all expressed concerns about flooding problems on the property. Bill Cross spoke in support of the request. Commissioner Bullard suggested drafting a letter to DOT, over the chairman's signature, stating our concerns about the drainage problems in the area. Motion by Commissioner Bullard, seconded by Commissioner Stokes, move to adopt by Resolution Hearing #1809 for 9.66 acres from AU (Agricultural district) to EU (Estate district), including a recorded easement allowing no more than four (4) - 2 1/2 acre tracts and dedicating 23 feet of right-of-way on the eastern side of the property for the extension of Lakewood Road, referencing the mandatory findings and becoming effective as provided by law. Upon roll call, all Commissioners voted aye. Motion carried. See Res. Book 18 Page 113.

PUBLIC HEARING FOR ADOPTION OF LDR: LDR merge into Chapter 12.

Development Services Director, Jim Polatty, presented the request. He stated that P&Z has reviewed this, and have made some recommended changes. He briefly went over the changes that have been made. Commissioner Stewart expressed concern about exemptions from subdivision regulations. She suggested increasing the exemption from 10 acres to 40 acres, stating concerns about infrastructure, primarily drainage and road issues. County Engineer, Ramon Gavarrete, stated that one company was marketing 5 acre parcels for sale in the County. The LDR's do not allow this, but zoning issues do allow 10 acres to be subdivided once. County Administrator, Carl Cool, stated that once lands are subdivided, the residents will eventually come to the county asking for road improvements. Commissioner Bullard asked for P&Z's stand on this issue. Jim Brooks, member of P&Z, stated his Board has discussed this in the past, and are against changing the exemption from 10 acres. Commissioner Stokes expressed concern about moving forward with this, stated the issue needs to be

June 8, 2025

Dear Planning and Zoning Commission,

I am writing to express my strong opposition to the proposed increase in residential zoning density—from 28 to 40 units—on the property located at 4007 Sparta Road, Sebring, FL.

Twenty years ago on July 26, 2005 there was a hearing discussing concerns of the development of this same Sparta Rd property. On this date, Hearing 1807 specifically addressed the number of units that the commission and the zoning board agreed to allow. They had specific concerns about the traffic conditions on Sparta, keeping to the lowest possible density, and limiting additional development on Sparta Road. It was also suggested they put a moratorium on development for concerns of traffic in the area. The commissioners voted to restrict development to no more than 28 units.

In a subsequent hearing on August 10, 2005, traffic concerns were again raised during a request to change zoning from AG to Residential, for another parcel on Sparta Rd. The request was denied at this time due to concerns of volume of traffic and lack of infrastructure.

It is important to note that this was a concern back then and the issue has been compounded since that time by the amount of development and population increase over these recent years. We have seen flooding and have concerns of the commuting traffic and busing school aged children. A higher density will only add to the concerns of the residential area along this section of Sparta Rd and surrounding neighborhoods, especially with no improvements to infrastructure.

Allowing an increase from 28 to 40 units would not follow the previous advisement from both commissioners and zoning and will further negatively impact the existing issues of infrastructure and traffic volume, not to mention safety concerns and impact to the current residents.

Why should we reduce the lot size from 80 feet to 50 feet wide; and from 10,000 sq feet to 6250 total square feet; and change our zoning regulations for an out-of-town builder? This is almost 40 percent reduction from our current standards.

We would like Planning and Zoning to deny the increase to 40 units, and uphold the decision made by your predecessor Planning and zoning and County Commissioners.

We have attached the previous documentation from hearings 1807 and 1810 for your review.

Thank you for your consideration.

Sincerely,

Jim and Sherri Griffin

2120 Schlosser Rd

Sebring FL 33875

From: pappy
To: Culpepper, Melony
Subject: Rezoning on Sparta Road
Date: Monday, June 2, 2025 6:00:06 PM

[**CAUTION:** External Message*]

I, along with many of my neighbors are very concerned about any efforts to rezone the 10 acre track on Sparta Road south of Schlosser Road allowing the density to go from 28 homes to 40 homes. This land was zoned as it is some 20 years ago. There are very good reasons for keeping the current density. Among those reasons are traffic and concerns about flooding both of which are already an issue today. Developers buy these track of land hoping to increase the density and thereby increase their profit. The developer of this property knew the zoning when he bought it. He should not expect the zoning to be changed at his request at the detriment to the community. I can see this property from my house. I and several of my neighbors attended a meeting hosted by the developer to convince us to go along with his plan. He even stated he could not make a profit by building just 28 homes. My question is, why did you buy that property knowing that when you bought it? Your problem is not our problem. We, my neighbors and I, will fight this zoning change at every step in the process beginning right now. Build the 28 homes you're allowed to build under the current zoning and we will welcome our new neighbors with open arms. Apply for a zoning change and we will be at every meeting in opposition. We are of one accord on this issue.
Thank you for your time.
James Wright
1855 Schlosser Rd., Sebring

Sent via the Samsung Galaxy S8, an AT&T 4G LTE smartphone

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

From: Cathy Terrell
To: Culpepper, Melony
Subject: Sparta Properties LLC - 4007 Sparta Road
Date: Monday, June 2, 2025 7:47:09 PM

You don't often get email from cterrell225@gmail.com. Learn why this is important

[**CAUTION:** External Message*]

It is my understanding a development is being considered for the 10+ acres on the property listed above. I have been advised the developer is attempting to change the zoning from 28 homes to 40 homes. I believe the addition of 40 homes off Sparta Road would create a serious and dangerous burden on the traffic flow.

I am 72 years old and I have lived off Sparta Road since I was 16 years old. My home is one mile down Sparta from Hwy 27 at 112 Holmes Ct. In the past 56 I have seen significant changes in the traffic on Sparta Road with no improvements being made to the two lane road. There are many mornings when school is in progress that Schlosser Road is backed up by over 10 vehicles, causing drivers to take reckless chances when pulling on to Sparta. I am requesting the change in the zoning of this property would not be approved.

Thank you for your time and consideration.

Sincerely,

Catherine C. Terrell
112 Holmes Ct, Sebring, FL 33875

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Garcia, Sergio J

From: Tuck, Arlene J.
Sent: Monday, June 9, 2025 8:27 PM
To: Hurner, Laurie; Langford, James D.; Sherry Sutphen; Sauls, Leah M.; Culpepper, Melony; Kramer, Cynthia D.
Subject: Fw: 4007 Sparta Road

Get Outlook for iOS

From: Cathy Terrell <cterrell225@gmail.com>
Sent: Monday, June 9, 2025 8:23 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Re: 4007 Sparta Road

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[**CAUTION:** External Message*]

Thank you so very much for your prompt reply.

On Mon, Jun 9, 2025 at 8:20 PM Tuck, Arlene J. <atuck@highlandsfl.gov> wrote:

> Cathy I hope some of these residents can attend the meeting when it is brought up. This is what makes the biggest contact with the Board. The more people attending, the more the Board listens. Hope this helps.
>
> Arlene
>
> Get Outlook for iOS

From: Cathy Terrell <cterrell225@gmail.com>
Sent: Monday, June 9, 2025 6:47:49 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: 4007 Sparta Road

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[**CAUTION:** External Message*]

Dear Mrs. Tuck:

I am concerned about the residents of SIM Village if this developer is allowed to build 40 homes on the property referenced above. The SIM Village was developed in 1966 as a peaceful and beautiful resting place for missionaries who had served most of their lives on the mission field. Today, it's home to approximately 150 retirees who spent their careers serving in Sudan. The village is a haven for the missionaries. It is quiet and safe. The village has an assisted living facility as well as a nursing home and affords the residents with peace of mind in their old age. The property at 4007 Spark Road would be in the backyard of the SIM Village and I believe would destroy the serenity and safe haven it was intended to be when developed.

Please consider the residents of SIM in making your decision on this project.

Thank you for your time.

Sincerely,

Catherine Terrell

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Garcia, Sergio J

From: Judy Spiegel <ihave40paws@yahoo.com>
Sent: Thursday, June 5, 2025 9:31 AM
To: Culpepper, Melony
Subject: Re-zoning Sparta Rd.

You don't often get email from ihave40paws@yahoo.com. Learn why this is important

[**CAUTION:** External Message*]

Good day,
It has come to our attention another development group is asking to get zoning increased for more dense housing on Sparta Road. We went through this a few months ago and the County Commissioners decided it was a bad idea then and still is now. For all the same reasons, traffic on Sparta Rd is already a nightmare, flooding is already a huge problem, children are standing on street corners on Sparta as they wait for school buses. They already have approval for housing, but want double it! Please think about what this would do to people living in this neighborhood. We have spoken to most all living within 3 miles of this project and not person is in favor of it and it will negatively impact all of us. Please do not recommend this project be approved by the County Commission.
Respectfully, Jon and Judy Spiegel

Sent from Yahoo Mail for iPhone

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Garcia, Sergio J

From: Culpepper, Melony
Sent: Monday, June 9, 2025 3:19 PM
To: Kramer, Cynthia D.
Subject: FW: Newspaper Article
Attachments: 20250609131802963.pdf

Thank you,
Melony

Melony Culpepper, AICP, CPM
Planning & Zoning Supervisor
Highlands County Board of County Commissioners
863-402-6638
mculpepper@highlandsfl.gov
www.highlandsfl.gov
501 S. Commerce Ave., Sebring FL 33870

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This email is intended for planning and/or zoning purposes only and shall in no way be construed as a final development determination for the properties referenced herein, nor shall it be construed as an exemption from any public hearing process or any other requirement set forth in the Highlands County Land Development Regulations or Code of Ordinances or under Florida law. The Planning and Zoning Division is unable to provide information on behalf other departments, and you are encouraged to contact each department individually who may have rules, regulations, or processes applicable to your request.

From: Bobbie Harshman <wehbbh@icloud.com>
Sent: Monday, June 9, 2025 3:12 PM
To: Culpepper, Melony <mculpepper@highlandsfl.gov>
Subject: Newspaper Article

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Sent from my iPhone

HIGHLANDS NEWS-SUN

Wednesday, November 8, 2023

VOL. 104 | NO. 312 | $2.00

YOUR HOMETOWN NEWSPAPER SINCE 1919

An Edition Of The Sun

Sparta Road development dead after 5-hour hearing

By PHIL ATTINGER
STAFF WRITER

After a five-hour hearing on a proposed land use change on Sparta Road in Sebring on Tuesday, Highlands County Commissioner Scott Kirouac made a motion to approve it and got no second.

Commissioners then opened the rezoning hearing, at which time the applicant, Keatley Waldron, withdrew his request.

So ended a six-month saga involving surrounding residents and multiple objections to plans for an 80-unit townhouse development on 18.64 acres on Sparta Road.

Waldron told the Highlands News-Sun that he wanted medium-density residential land use because it would allow enough dwelling units per acre to make development profitable.

The land use and matching rezoning would have allowed attached houses, which he said would reduce the amount of construction material and infrastructure needed per home.

Someday in the future, it might still develop, he said, but for now it will remain cattle pasture.

Tuesday was the third time the hearing came before the Board of County Commissioners, but the first time it got heard. Approximately 100 letters/emails came in on each side of the issue and Tuesday's packed house left no empty seats in the board chambers or free parking spaces on South Commerce Avenue.

Dozens of people who live in the area surrounding the site said they had already had problems with traffic on the road and flooding, which some attributed to Waldron allegedly filling in a ditch on his property.

Kirouac argued that flooding would happen anyway in this subtropical climate, especially after hurricanes or heavy rain events.

Meanwhile, Kirouac said he trusted the Board of Adjustment/Planning and Zoning Commission's 6-1 vote for the project. He said the development, as presented, would manage runoff, utilize sewer lines, build well below the maximum number of homes allowed by the requested land use and would provide

SPARTA | 5

Heartland Pops Salute to Veterans Concerts

The Heartland Pops Concert Band will perform a Salute to Veterans concert. The concert will be at 2 p.m., Saturday, at the Ramon Theater, 15 East Wall St., Frostproof. It is open to the public.

Marti Wandelt, the founder of the Heartland Pops, said Heartland Pops conductor Anthony Jones – also the director of bands at Avon Park High School – will lead the 50-member orchestra in its salute to veterans. Arrangements include "An American Fanfare" by Rick Kirby; "Chimes of Liberty" and "St. Louis Blues" and other pieces. Two vocal soloists – Denise Stegall, who will sing "They Can't Take That Away from Me," and Jane Saks, who will sing "You Raise Me Up" – will be backed up by the band. The performance also includes "Armed Services Salute," a medley of the five service songs written by Bob Lowden. For details about Heartland Pops, call 863-368-2999.

crash at the intersection of Sebring Parkway and Scenic Highway.

SPARTA

FROM PAGE 1A

infill development.

Other commissioners disagreed. Commissioner Arlene Tuck said the development would not provide good workforce housing.

"We need affordable work homes," Tuck said. "We don't need $300,000 homes."

Kirouac and Commissioner Kevin Roberts both said they would vote their conscience, at risk of angering people. Kirouac pointed to facts; Roberts leaned on emotion.

"We want to do the right thing as we see fit," Roberts said. "This is an imperfect world."

Roberts also said he wanted to see a reasonable compromise, but said neither side offered one.

To people who argued for the rural character of Sparta Road, Kirouac said they live less than a mile off U.S. 27 with easy access to a supermarket, pharmacy and fast food.

Commissioner Don Elwell said he didn't think medium-density fit the character of the area. Commission Chair Chris Campbell said he also thought low density would work better.

Drainage and traffic capacity, Elwell said, needs a lot of work along that road, with or without more homes.

"We need to divert attention and funds to fixing this area," Elwell said.

One tactic apparently backfired. Attorney T.J. Wohl, speaking for the applicant, said the proposal fit the county's comprehensive plan and said denying it would be "discriminatory, arbitrary and capricious," for which the client would likely seek legal redress.

During the hearing, Judy Spiegel of Schlosser Road said she felt bullied by that statement, and commissioners agreed, especially Tuck.

"This is America. This is Highlands County," Tuck said. "We can vote any way we want to, and that's what I'm going to do."

PARK

FROM PAGE 1A

possibly for birthdays and tie it into the park," McCarthy said. "So, if you want to have a birthday there, you have access to bathrooms, too."

"It's a great park, and has everything families and kids need," Holbrook said.

McCarthy would like to add parking spaces to the property because the only parking is across Dal Hall Boulevard from the park, he added.

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party kept its rules as is.

Chris Christie

As many of his GOP rivals have gone all in on Iowa ahead of the state's leadoff caucuses, the former New Jersey governor often has New Hampshire all to himself.

Christie has charted a path there as the race's most vocal critic of Trump, casting himself as the only Republican willing to directly take him on, and arguing that Trump will lose to President Joe Biden next November if he's the party's nominee.

Without Trump at the debates, Christie has been left without his intended target but has brought him up nonetheless. In September, Christie looked directly into the camera and declared that if Trump keeps skipping debates, he would deserve a new nickname: "Donald Duck."

Who qualified for previous debates but not this one

Doug Burgum

Burgum, a former software entrepreneur now in his second term as North Dakota's governor, will miss his first debate of the cycle after coming up short on the polling requirements.

Asa Hutchinson

The former two-term Arkansas governor participated in the first debate but failed to qualify for the second. He said in a statement after missing out on the second debate that his goal was to increase his polling numbers to 4% in an early state before Thanksgiving.

"If that goal is met, then I remain competitive and in contention for either Caucus Day or Primary Day," he wrote back in September.

Who decided not to participate (again)

Donald Trump

The current GOP front-runner is skipping his third straight debate, this time opting to hold a competing event of his own a half-hour away in Hialeah.

Trump says he is forgoing the debates because he does not want to elevate his lower-polling opponents by being on stage with them.

Garcia, Sergio J

From: Bobbie Harshman <wehbbh@gmail.com>
Sent: Sunday, June 8, 2025 5:34 PM
To: Culpepper, Melony
Subject: New Sparta Development

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[CAUTION: External Message*]

June 7, 2025

Dear Ms. Culpepper and Zoning Board:

Question: Is this proposal going to change the existing zoning on this property from medium density to high density housing? If it is, the Tuesday, November 7, 2023, meeting of the Board of County Commuissioners has already ruled that they were not wanting to change the density of housing in this area. (It is currently low density housing in this area). As you may remember at that meeting, Scott Kirowac made a motion to increase the level of housing from low density to medium density, and there were no commissioners who would second that motion. This discussion concerned an 18.64 acre parcel right across the road from the current land. That land belongs to Keatley Waldron. His reason for increasing the density of housing at that time was that he couldn't make any money by developing the existing land into low density housing. The room was packed at that meeting with dissenters who gave various reasons why changing the density was very unsatisfactory. That meeting lasted for 5 hours. The newspaper article in the Highlands News-Sun on Wednesday November 8, 2023, was titled: "SPARTA ROAD DEVELOPMENT DEAD AFTER

5-HOUR HEARING." We will submit a copy of the newspaper clipping about that meeting.

It is with great concern that we face having to go before the local zoning board and possibly the County Commissioners Board again with another developer's idea to cram more houses into a possible subdivision which has already been zoned to accommodate 28 houses (medium density housing) in Hearing #1810 on August 10, 2005. We believe 28 houses is very adequate. Any attempt to add 12 more houses would be UNREASONABLE. Here are some reasons why:

1. Sparta Road is a connector road between State Road 66 and US Highway 27. It is 3.67 (3 2/3) miles long. It is the ONLY access for the following:

A. It is the ONLY access for Cracker Trail Elementary School (Cracker Trail had 725 students enrolled this past school year: 2024-25).

B. It is the ONLY access for 4 churches: The Ministry Center; Sparta Road Baptist Church; Living Waters Church of God; Alliance Church of Sebring.

C. It is the ONLY access for Camp Sparta Youth Camp where busloads and van loads of children attend at various times.

D. It is sthe ONLY access for an ambulance station: Aloha MCedical Services.

E. SIM Missionary Retirement Village acccesses this road and backs up to the property in quesion: (It has approximately 100 residences).

F. 800 + residences reside on or access Sparta Road to travel north or south in the Sebring area.

Now, there is the possibility of 28 more residences with this new addition. That in itself adds more congestion.

Please don't increase it to 40 residences. FIRE PROTECTION is also another vital issue: MANY OF THESE PROPERTIES HAVE ACCESS TO FIRE PROTECTION ONLY FROM SR 66 at the south end of the road or US 27 at the north end of the road.

*****US 27 is a very dangerous and heavily trafficed intersection. There are numerous accidents annually.

2. To increase the number of residences on this piece of property will ALSO lower the value of all of the existing homes in this area. Is it fair to allow the developer to make money at the expense of the existing residents as well as to jeopardize their safety? It will also not fit the character of the area.

3. This increase in cement foundations, driveways, etc. will only increase the existing flooding problem in our area. The property in question is also on a little hill--this would cause water runoff to increase considerably.

4. Remember: The November, 2023, hearing before the County Commissioners: It lasted 5 hours. The room was packed with objectors.

There were also safety issues brought up since children load and unload from buses on this road. There would be no access to this area except from Sparta Road.

Please consider this carefully and VOTE NO.

Thank you,
Walter and Bobbie Harshman
25 Year Residents of Sparta Road
wehbbh@gmail.com

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Garcia, Sergio J

From: Bruce Johnson <Bruce.Johnson123@outlook.com>
Sent: Sunday, June 8, 2025 4:30 PM
To: Planning and Zoning
Subject: No on zoning variance for Sparta Gardens

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[**CAUTION:** External Message*]

Melony,

While I welcome growth in Highlands County, I am opposed to approval of high density, overgrowth, that exceeds current zoning on vacant lots.

Therefore, I am opposed to a zoning variance request by **Sparta Gardens** to go from 28 homes to 40 homes. Current zoning is for 28 homes. It should stay at 28 homes for the following reasons.

1. **Rainwater drainage flooding issues** along Sparta Road and surrounding properties. Particularly the 10 acre parcel proposed for Sparta Gardens has slopping that slants east and west. Overbuilding to 40 homes on that parcel reduces the land for rainwater to be absorbed. With the roofs, driveways and streets of the development it will create flooding to nearby residences, along Sparta Road and neighboring land and homes.

   The increase in rainwater runoff could push the water into the nearby canals along Schlosser Road, lifting the water levels in the canals, Little Lake Jackson and ponds within the SIM Villages that are connected to the Little Lake Jackson canals. Rainwater flooding is already an issue in the ponds within the SIM Village, causing residents to sandbag their homes. It could create increased flooding along Schlosser Road and Sparta Road intersection and surrounding homes.

   The two small catch ponds currently in the site plan for Sparta Gardens are inadequate to handle drainage from 40 homes.

2. **Increased traffic creating safety issues** along Sparta Road. Development is coming to Sparta Road, however, no improvements in handling increased traffic on Sparta Road have been addressed. Safety issues are:
   - children walking along narrow Sparta Road to catch their school buses, during high traffic times.

- Intersection safety for roads crossing or entering Sparta Road.
- No turn lanes for Sparta Gardens, so cars entering this gated development will be stopped along Sparta Road, creating a traffic hazard.
- The intersection of Sparta Road and Highway 27 is currently a flooding and traffic congestion issue.

3. **Security and safety of adjoining and nearby properties** to Sparta Gardens.
   There are no definitive plans for:
   - Keeping Sparta Gardens construction workers and future residents from crossing into adjoining properties
   - Erosion and dust control into adjoining properties.
   - Keeping pets from coming into adjoining properties.

Therefore, I ask the county Zoning Commission and the County Commissions to stay with the current zoning that allows 28 homes on this 10 acre parcel. That would be consistent with the current zoning, principles and guidelines the county has been following to deny other proposed zoning changes along Sparta Road.

Thank you for passing along these concerns to the Zoning Commission and to the County Commissioners.

I plan on attending the public hearing this Tuesday, June 10 of the Zoning Commission meeting at 3 p.m.

Bruce

Bruce Johnson
Mobile 704.341.5733

1001 Upper Volta St.
Sebring, FL 33875

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Garcia, Sergio J

From: DAVID & LINDA WACK <dlwack@embarqmail.com>
Sent: Sunday, June 8, 2025 6:47 PM
To: Culpepper, Melony
Subject: P&Z 2179, Meeting 6/10/25
Attachments: Letter to P & Z..docx

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Please add this letter to information for meeting.

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To: Planning and Zoning Department, regarding P&Z hearing 2179

I'm writing to let you know that I'm opposed to any changes to modify the current zoning which has been applied to 4007 Sparta rd. 20 years ago, this zoning was put in place mainly because of traffic on Sparta rd. Now we have a developer from South Florida who wishes to cram 40 homes on the property. I was under the understanding that the minimum lot size was 10000 sq. ft. not a reduced size of 6250 sq. This type of housing is not appropriate for our community. Look at Las Villas in the Sebring city limits, it's not appealing at all.

It seems we get a lot of big city developers coming here wanting to make Sebring resemble where they are from, but the truth is folks move here to get away from that type of living.

I am a lifelong Highlands County resident; I've owned property off Sparta Road for 29 years and there have been no improvements to Sparta rd. except for turn lanes at each end. The community has grown, including the addition of Cracker Trail School, which has a major impact on traffic and safety. The bridge is dangerous because it is narrow, and school buses and children are at risk daily.

I would like to ask each board member, why do you live here? Do you want Highlands County to become the next Miami? If you vote in favor of this zoning change you will be opening the door for a constant flow of this type of crowded housing. Twenty years ago, our county commissioners had the good sense to recognize this as a problem, approved for the property owner a reasonable solution. I urge you to uphold their approval of 28 homes.

Sincerely

David & Linda Wack

Garcia, Sergio J

From: john@peppernaturalhealth.com
Sent: Wednesday, June 4, 2025 11:23 PM
To: Culpepper, Melony
Subject: sparta road

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[CAUTION: External Message*]

Dear Planning and Zoning
I am writing to oppose the current request to increase residential zoning density from 28 to 40 units on the property in question at 4007 Sparta Road, Sebring, FL.
This matter was originally addressed during Hearing 1807 on July 26, 2005, when the limit of 28 units was thoughtfully adopted. The discussion during that hearing reflected several valid concerns that remain pressing today:

- The need to limit additional development on Sparta Road
- The intention to maintain the lowest possible density to preserve neighborhood character
- The requirement to improve traffic conditions before supporting further residential growth It is important to highlight that these concerns were also discussed during Hearing 1810 on August 10, 2005, regarding a separate rezoning attempt on Sparta Road. Traffic congestion was already a recognized issue at that time—two decades ago.

Unfortunately, since those hearings, no meaningful improvements have been made to traffic infrastructure in the area. On the contrary, traffic has significantly increased over the past 20 years, and adding additional residential units would only exacerbate the problem.
Given this context, approving a request to increase density from 28 to
40 units would not only contradict the original intent and findings of the 2005 hearings, but also ignore the current realities of traffic congestion and infrastructure inadequacy on Sparta Road. This decision would prioritize density over safety, planning integrity, and the quality of life for current residents.
I respectfully urge the Planning and Zoning Commission to uphold the previously established limit of 28 units and reject the current zoning change request.
Thank you for your time and consideration.
Sincerely,
Dr. John Pepper

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From: Campbell, Christopher
To: Culpepper, Melony
Subject: Fw: 4007 Sparta Road
Date: Sunday, June 22, 2025 6:26:14 PM

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From: Cathy Terrell <cterrell225@gmail.com>
Sent: Monday, June 9, 2025 6:49:18 PM
To: Campbell, Christopher <ccampbell@highlandsfl.gov>
Subject: 4007 Sparta Road

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[**CAUTION:** External Message*]

Dear Mr. Campbell,

I am concerned about the residents of SIM Village if this developer is allowed to build 40 homes on the property referenced above. The SIM Village was developed in 1966 as a peaceful and beautiful resting place for missionaries who had served most of their lives on the mission field. Today, it's home to approximately 150 retirees who spent their careers serving in Sudan. The village is a haven for the missionaries. It is quiet and safe. The village has an assisted living facility as well as a nursing home and affords the residents with peace of mind in their old age. The property at 4007 Spark Road would be in the backyard of the SIM Village and I believe would destroy the serenity and safe haven it was intended to be when developed.

Please consider the residents of SIM in making your decision on this project.

Thank you for your time.

Sincerely,

Catherine Terrell

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Wednesday, June 11, 2025 12:22 PM
To: Culpepper, Melony; Kramer, Cynthia D.
Subject: Fw: 4007 Sparta Road

See forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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Section 668.6076, Florida Statutes).

From: Cathy Terrell <cterrell225@gmail.com>
Sent: Monday, June 9, 2025 6:45:48 PM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: 4007 Sparta Road

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[**CAUTION:** External Message*]

Dear Mr. Kirouac,

I am concerned about the residents of SIM Village if this developer is allowed to build 40 homes on the property referenced above. The SIM Village was developed in 1966 as a peaceful and beautiful resting place for missionaries who had served most of their lives on the mission field. Today, it's home to approximately 150 retirees who spent their careers serving in Sudan. The village is a haven for the missionaries. It is quiet and safe. The village has an assisted living facility as well as a nursing home and affords the residents with peace of mind in their old age. The property at 4007 Spark Road would be in the backyard of the SIM Village and I believe would destroy the serenity and safe haven it was intended to be when developed.

Please consider the residents of SIM in making your decision on this project.

Thank you for your time.

Sincerely,

Catherine Terrell

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Garcia, Sergio J

From: Campbell, Christopher
Sent: Monday, June 16, 2025 10:59 PM
To: Hurner, Laurie; Culpepper, Melony
Subject: Fw: sparta road

Please see below for the record.

Chris Campbell

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From: john@peppernaturalhealth.com <john@peppernaturalhealth.com>
Sent: Thursday, June 12, 2025 1:36:36 PM
To: Campbell, Christopher <CCampbell@highlandsfl.gov>
Subject: sparta road

[CAUTION: External Message*]

June 12, 2025
Dear Commissioner Chris Campbell:
I am writing to oppose the current request to increase residential zoning density from 28 to 40 units on the property in question at 4007 Sparta Road, Sebring, FL.
This matter was originally addressed during Hearing 1807 on July 26, 2005, when the limit of 28 units was thoughtfully adopted. The discussion during that hearing reflected several valid concerns that remain pressing today:

- The need to limit additional development on Sparta Road
- The intention to maintain the lowest possible density to preserve neighborhood character
- The requirement to improve traffic conditions before supporting further residential growth

It is important to highlight that these concerns were also discussed during Hearing 1810 on August 10, 2005, regarding a separate rezoning attempt on Sparta Road. Traffic congestion was already a recognized issue at that time—two decades ago.
Unfortunately, since those hearings, no meaningful improvements have been made to traffic infrastructure in the area. On the contrary, traffic has significantly increased over the past 20 years, and adding additional residential units would only exacerbate the problem.
Given this context, approving a request to increase density from 28 to 40 units would not only contradict the original intent and findings of the 2005 hearings, but also ignore the current realities of traffic congestion and infrastructure inadequacy on Sparta Road. This decision would prioritize density over safety, planning integrity, and the quality of life for current residents.

I respectfully urge the Highlands County Board of County Commissioners
to uphold the previously established limit of 28 units and reject the
current zoning change request.
Thank you for your time and consideration.
Sincerely,
Dr. John Pepper
2151 Schlosser Rd
Sebring, FL 33875

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Thursday, June 12, 2025 1:41 PM
To: Culpepper, Melony; Kramer, Cynthia D.
Subject: Fw: sparta road

Please see forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

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Section 668.6076, Florida Statutes).

From: john@peppernaturalhealth.com <john@peppernaturalhealth.com>
Sent: Thursday, June 12, 2025 1:37:53 PM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: sparta road

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[CAUTION: External Message*]

June 12, 2025
Dear Commissioner Scott Kirouac:
I am writing to oppose the current request to increase residential zoning density from 28 to 40 units on the property in question at 4007 Sparta Road, Sebring, FL.
This matter was originally addressed during Hearing 1807 on July 26, 2005, when the limit of 28 units was thoughtfully adopted. The discussion during that hearing reflected several valid concerns that remain pressing today:

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I respectfully urge the Highlands County Board of County Commissioners to uphold the previously established limit of 28 units and reject the current zoning change request.
Thank you for your time and consideration.

Sincerely,
Dr. John Pepper
2151 Schlosser Rd
Sebring, FL 33875

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Garcia, Sergio J

From: Tuck, Arlene J.
Sent: Saturday, June 14, 2025 11:20 PM
To: Hurner, Laurie; Langford, James D.; Sherry Sutphen; Sauls, Leah M.; Culpepper, Melony; Kramer, Cynthia D.
Subject: Fw: sparta road

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From: john@peppernaturalhealth.com <john@peppernaturalhealth.com>
Sent: Thursday, June 12, 2025 1:35 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: sparta road

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[CAUTION: External Message*]

June 12, 2025
Dear Commissioner Arlene Tuck:
I am writing to oppose the current request to increase residential zoning density from 28 to 40 units on the property in question at 4007 Sparta Road, Sebring, FL.
This matter was originally addressed during Hearing 1807 on July 26, 2005, when the limit of 28 units was thoughtfully adopted. The discussion during that hearing reflected several valid concerns that remain pressing today:

- The need to limit additional development on Sparta Road
- The intention to maintain the lowest possible density to preserve neighborhood character
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Given this context, approving a request to increase density from 28 to 40 units would not only contradict the original intent and findings of the 2005 hearings, but also ignore the current realities of traffic

congestion and infrastructure inadequacy on Sparta Road. This decision would prioritize density over safety, planning integrity, and the quality of life for current residents.
I respectfully urge the Highlands County Board of County Commissioners to uphold the previously established limit of 28 units and reject the current zoning change request.
Thank you for your time and consideration.
Sincerely,
Dr. John Pepper
2151 Schlosser Rd
Sebring, FL 33875

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Garcia, Sergio J

From: Tuck, Arlene J.
Sent: Monday, June 23, 2025 2:07 PM
To: Hurner, Laurie; Langford, James D.; Culpepper, Melony; Kramer, Cynthia D.; Sherry Sutphen
Subject: Fw: Sparta Road Development
Attachments: sparta rezone kelly.odt

Get Outlook for iOS

From: kelly@peppernaturalhealth.com <kelly@peppernaturalhealth.com>
Sent: Sunday, June 22, 2025 6:40 PM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Sparta Road Development

[You don't often get email from kelly@peppernaturalhealth.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[CAUTION: External Message*]

Thank you for your time to consider this proposal.

Dr. Kelly Pepper

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Dear Commissioner Arlene Tuck:

I live at 2151 Schlosser Rd. and have been at this location for 19 years. I am writing in regards to rezoning of the parcel 4007 Sparta Road, Sebring, FL. Rezoning this parcel from 28 to 40 homes is clearly not in the best interest of the community. There is already traffic congestion at peak times on Sparta Road, and adding more homes to the area than what zoning permits will create even more traffic flow problems. There are many issues to be addressed with the current Schlosser Road configuration, including; school bus stops with children entering and exiting buses, bikers, and pedestrians on this road. I know that as a community we intend to keep these groups of citizens safe on narrow Sparta Road.

I realize that growing pains are inevitable as Sebring matures into an even more vibrant community. Without improvements made to Sparta Road to handle increased traffic, each additional new residence will contribute to straining the traffic flow and increase the risks of incurring accidents involving vehicles, walking children and adults, and bikers.

Thank you for your consideration in this matter,

Dr. Kelly Pepper

Garcia, Sergio J

From: Campbell, Christopher
Sent: Thursday, June 12, 2025 8:23 AM
To: Culpepper, Melony; Hurner, Laurie
Subject: Fw: Sparta rd

I am forwarding so that it can become part of the record.

Thank you,

Chris Campbell

Get Outlook for iOS

From: Rachel Heston <rheston@comcast.net>
Sent: Wednesday, June 11, 2025 11:49:36 AM
To: Campbell, Christopher <ccampbell@highlandsfl.gov>
Subject: Sparta rd

[You don't often get email from rheston@comcast.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[CAUTION: External Message*]

> Mr Campbell
> I am writing in regards to the development on Sparta rd. I find it hard to believe that zoning would approve an increase in the amount of houses from 28 to 40 on the 10 acres past schlosser rd. After all we went through with the development that Keatly wanted. All the same reasons still apply why they should not be able to have that many homes. Why would they purchase the property if they didn't think they could profit off what it was already zoned for??? 28 homes is too many for Sparta rd but 40 is way too much. That would just open the door for everyone else that wants to develop there when no improvements have been made to the rd in the last 20 years. The reason many of us live there is because of the way it is.
> Regards
> Rachel Heston
Sent from my iPhone

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Garcia, Sergio J

From: Kirouac, Scott
Sent: Wednesday, June 11, 2025 12:21 PM
To: Culpepper, Melony; Kramer, Cynthia D.
Subject: Fw: Sparta rd

See forwarded email for the record.

Scott A. Kirouac

Highlands County Commissioner, District 3

Highlands County Board of County Commissioners

863-402-6500

skirouac@highlandsfl.gov

www.highlandsfl.gov

DISCLAIMER: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing (pursuant to

Section 668.6076, Florida Statutes).

From: Rachel Heston <rheston@comcast.net>
Sent: Wednesday, June 11, 2025 11:51:05 AM
To: Kirouac, Scott <skirouac@highlandsfl.gov>
Subject: Sparta rd

[You don't often get email from rheston@comcast.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[CAUTION: External Message*]

> Scott
> I am writing in regards to the development on Sparta rd. I find it hard to believe that zoning would approve an increase in the amount of houses from 28 to 40 on the 10 acres past schlosser rd. After all we went through with the development that Keatly wanted. I realize you voted for that change but hopefully you will reconsider your position this time. All the same reasons still apply why they should not be able to have that many homes. Why would they purchase the property if they didn't think they could profit off what it was already zoned for??? 28 homes is too many for Sparta rd but 40 is way too much. That would just open the door for everyone else that wants to develop there when no improvements have been made to the rd in the last 20 years. The reason many of us live there is because of the way it is.
> Regards
> Rachel Heston
Sent from my iPhone

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Garcia, Sergio J

From: Tuck, Arlene J.
Sent: Wednesday, June 11, 2025 12:01 PM
To: Hurner, Laurie; Langford, James D.; Sherry Sutphen; Sauls, Leah M.; Culpepper, Melony
Subject: Fw: Sparta rd

Get Outlook for iOS

From: Rachel Heston <rheston@comcast.net>
Sent: Wednesday, June 11, 2025 11:49 AM
To: Tuck, Arlene J. <atuck@highlandsfl.gov>
Subject: Sparta rd

[You don't often get email from rheston@comcast.net. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

[CAUTION: External Message*]

> Ms Tuck
> I am writing in regards to the development on Sparta rd. I find it hard to believe that zoning would approve an increase in the amount of houses from 28 to 40 on the 10 acres past schlosser rd. After all we went through with the development that Keatly wanted. All the same reasons still apply why they should not be able to have that many homes. Why would they purchase the property if they didn't think they could profit off what it was already zoned for??? 28 homes is too many for Sparta rd but 40 is way too much. That would just open the door for everyone else that wants to develop there when no improvements have been made to the rd in the last 20 years. The reason many of us live there is because of the way it is.
> Regards
> Rachel Heston
Sent from my iPhone

[*CAUTION: This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider acceptance of a release of an existing restrictive easement limiting the maximum number of residential dwelling units on the property to 28.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the full release of the previously recorded restrictive easement, as requested by the property owner.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 1. Agenda Item Memo MDA.pdf
Attachments: 2. MDA-25-005 Staff Report BCC.pdf
Attachments: 3. Release of Easement.MDA-25-005.sgs.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 15, 2025

PRESENTER: Sergio Garcia, Planner II

SUBJECT/TITLE: Public hearing to consider acceptance of a release of an existing restrictive easement limiting the maximum number of residential dwelling units on the property to 28.

STATEMENT OF ISSUE

The Applicant is requesting the release of a recorded restrictive easement that limits development of the property to no more than 28 dwelling units. This restriction was imposed as part of a previous zoning change from Agricultural District (AU) to Residential District (R-1A), through P&Z Hearing No. 1810, approved by the Board of County Commissioners on August 23, 2005. The easement was offered by the applicant for the previous rezoning to mitigate concerns about adding additional development traffic onto Sparta Road.

The current request follows a new application to rezone the property from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), under Case No. P&Z 2179. The proposed FUD layout introduces 40 single-family lots with reduced dimensions. Because the conceptual design exceeds the original 28-unit cap, the restrictive easement must be released in order for the development to proceed as proposed under the new zoning designation.

Staff notes that the easement was not adopted through a development agreement but was instead recorded to support the 2005 R-1A rezoning change. It would not serve an ongoing regulatory function under the current development proposal and is superseded in practice by the procedural requirements of the new FUD zoning and subdivision review process.

RECOMMENDED ACTION

Move to approve the full release of the previously recorded restrictive easement, as requested by the property owner.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
PLANNING AND ZONING DIVISION
STAFF REPORT

Type: Release of Restrictive Easement	**BCC Hearing Date:** 7/15/2025
Case Number: MDA-25-005	**Case Name:** Sparta Gardens
Agent: Dana Riddell & Jeff Kennedy	**Property Owner:** Sparta Properties, LLC
Applicant: Green Group Development, LLC	
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Release of an existing restrictive easement limiting the maximum number of residential dwelling units on the property to 28.

General Location: An approximate 10.33-acre parcel located approximately 0.13 miles north of Sudan Mission Road, 0.39 miles east of Hawks Landing Drive, 0.19 miles west of Stiles Lane, and 0.07 miles south of Schlosser Road.

Address: 4007 Sparta Road, Sebring.

Parcel ID: C-06-35-29-A00-0160-0000

Staff Recommendation:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve the full release of the previously recorded restrictive easement, as requested by the property owner.

2. **Staff Recommendation to the Planning and Zoning Commission:** Recommend to the Board of County Commissioners (BCC) to approve the full release of the previously recorded restrictive easement, as requested by the property owner.

3. **Excerpt from the June 10, 2025, DRAFT P&Z Minutes, and Recommendation to the BCC: "6.B. HEARING NUMBER MDA-25-005 – GREEN GROUP DEVELOPMENT, LLC C/O DANA RIDDELL & JEFF KENNEDY** An approximate 10.33-acre parcel located at 4007 Sparta Road, Sebring and identified by Parcel Identification No. C-06-35-29-A00-0160-0000.

The Applicant is requesting the release of an existing restrictive easement limiting the maximum number of residential dwelling units on the property to 28. Mrs. Hunnicutt read the request into the record. Mr. Garcia confirmed proof of advertising requirements and noted there were no letters received for or against the request. Ex-parte communication disclosures are the same as for the companion hearing of P&Z 2179.

Chair Hunnicutt opened the floor for public comment. There were no additional comments on this matter.

Motion by Mr. Boring and seconded by Mrs. Ezell to recommend to the Board of County Commissioners to approve the release of the previously recorded restrictive easement, as requested by the property owner.

Upon roll call, Mr. Boring, Mrs. Ezell, Mrs. Hunnicut, Chairperson, Mrs. Lopez, Mr. Roberts, and Mr. Youngman voted yes. Mr. Brown voted no. **Motion carried 6-1."**

Supplemental Material/Issue Analysis Report:

Request: The Applicant is requesting the release of a recorded restrictive easement that limits development of the property to no more than 28 dwelling units. This restriction was imposed as part of a previous zoning change from Agricultural District (AU) to Residential District (R-1A), through P&Z Hearing No. 1810, approved by the Board of County Commissioners on August 23, 2005. The easement was offered by the applicant for the previous rezoning to mitigate concerns about adding additional development traffic onto Sparta Road.

The current request follows a new application to rezone the property from Residential District (R-1A) to Residential District with a Flexible Unit Development (R-1A FUD), under Case No. P&Z 2179. The proposed FUD layout introduces 40 single-family lots with reduced dimensions. Because the conceptual design exceeds the original 28-unit cap, the restrictive easement must be released in order for the development to proceed as proposed under the new zoning designation.

Staff notes that the easement was not adopted through a development agreement but was instead recorded to support the 2005 R-1A rezoning change. It would not serve an ongoing regulatory function under the current development proposal and is superseded in practice by the procedural requirements of the new FUD zoning and subdivision review process.

Attachments:

Exhibit 1: Restrictive Easement; OR Book 1900 PG 719-720
Exhibit 2: Resolution No. 04-05-229
Exhibit 3: Location Map

Exhibit 1:

OFFICIAL RECORDS
BK 1900 PG 719

1348460

DEED DOC STAMPS .70 D.C.

18.50
.70
4.00
3.00

This instrument prepared by:
Rick Whidden
4108 Mulligan Court West
Sebring, Florida 33872

OGG RESTRICTIVE EASEMENT

In consideration of ten dollars ($10.00) and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, **BRIAN L. OGG AND KATHY J. OGG**, his wife, whose mailing address is 317 Monte Real Boulevard, Sebring, Florida 33876, **("GRANTOR")** hereby grants and conveys unto the **BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA** whose mailing address is P.O. Box 1926, Sebring, Fl. 33871-1926, **("GRANTEE")**, its successors and assigns, a perpetual restrictive easement over the property described upon the attached **Exhibit "A" ("the Property")** restricting the use of the Property to the following stated uses and for no other uses:

A maximum of twenty-eight (28) single family residences and ancillary uses customarily incidental to the residential use. Strap# C-06-35-29-A00-0160-0000

These restrictions may be amended only by written agreement of the then owner of the Property and the Board of County Commissioners of Highlands County, Florida.

IN WITNESS WHEREOF, the undersigned has executed and sealed this instrument this day 15th September of 2005,

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Signed in the presence of:

Printed Name: Bob M Tarell

BRIAN L. OGG

Printed Name: Shelly D. Pettit

KATHY J. OGG

The foregoing instrument was acknowledged before me this 15, day of September 2005, by **Brian L. Ogg and Kathy J. Ogg**, his wife.

- ☑ who are personally know to me
- ☐ who have produced as identification and who
- ☐ did take an oath
- ☐ did not take an oath

Notary Public-State of Florida
Printed Name Shelly D. Pettit
My Commission Expires: June 5, 2009

SHELLY D. PETTIT
Notary Public, State of Florida
My comm. expires June 5, 2009
Comm. No. DD 428995

OFFICIAL RECORDS
BK 1900 PG 720

1348460

EXHIBIT "A"

Beginning at a stake in the Eastern line of Section 6, Township *35* South, Range 29 East, said stake being 20 rods South of the Northeast corner of the Southeast 1/4 of said Section 6, Township *35* South, Range 29 East, thence West 80 rods to a stake; thence South 20 rods to a stake, thence East 80 rods to a stake; thence North 20 rods to the Place of Beginning.
AND
The South 20 feet of the North ½ of the North ½ of the Northeast 1/4 of the Southeast 1/4 of Section 6, Township *35* South, Range 29 East, Highlands County, Florida.

FILE# 1348460 RCD:Sep 26 2005 @ 11:25 AM
L.E. "Luke" Brooker Clerk of Courts Highlands Co

Exhibit 2:

RESOLUTION NO. 04-05-229

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF HIGHLANDS COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners were regularly assembled on the 23rd day of August, 2005; and

WHEREAS, the Board was advised that a change to an existing zoning classification is needed to meet the needs of the County for land areas for specific purposes to serve population and economic activities; and

WHEREAS, the Board finds that the proposed zoning change is consistent with the Highlands County Comprehensive Plan.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Highlands County, Florida, after public hearing and comment that it does, by this resolution, amend the zoning designation on the following: Beginning at a stake in the Eastern line of Section 6, Township 35 South, Range 29 East, said stake being 20 rods South of the Northeast corner of the Southeast 1/4 of said Section 6, Township 35 South, Range 29 East, thence West 80 rods to a stake; thence South 20 rods to a stake, thence East 80 rods to a stake; thence North 20 rods to the Place of Beginning.
AND
The South 20 feet of the North 1/2 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 6, Township 35 South, Range 29 East, Highlands County, Florida, and as follows:

SECTION 1. Adoption. The official zoning atlas of Highlands County, Florida, is amended and adopted to provide as follows: Changing the above described property from Section 12.05.200, AU (Agricultural) to Section 12.05.210, R-1A (Residential district), including an easement allowing a maximum of 28 dwelling units as Exhibit "A" and shall be recorded in the Public Records of Highlands County, Florida.

SECTION 2. Severability. The sections, subsections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph, subsection or section of this Resolution 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, and sections of this Resolution.

P&Z 1810

SECTION 3. **Conflict**. Any Resolution or part thereof in conflict with this Resolution or any part hereof is hereby repealed to the extent of the conflict.

SECTION 4. **Effective Date**. This Resolution shall take effect immediately after the restrictive easement Exhibit "A" is recorded in the Public Records of Highlands County, Florida, by the property owner.

BE it further resolved that such changes shall be made in the official zoning atlas promptly after the amendment has been approved by the County Commission.

DONE AND ADOPTED this 23rd day of August, 2005.

BOARD OF COUNTY COMMISSIONERS SEAL

Board of County Commissioners
Highlands County, Florida

Andrew B. Jackson, Chairman

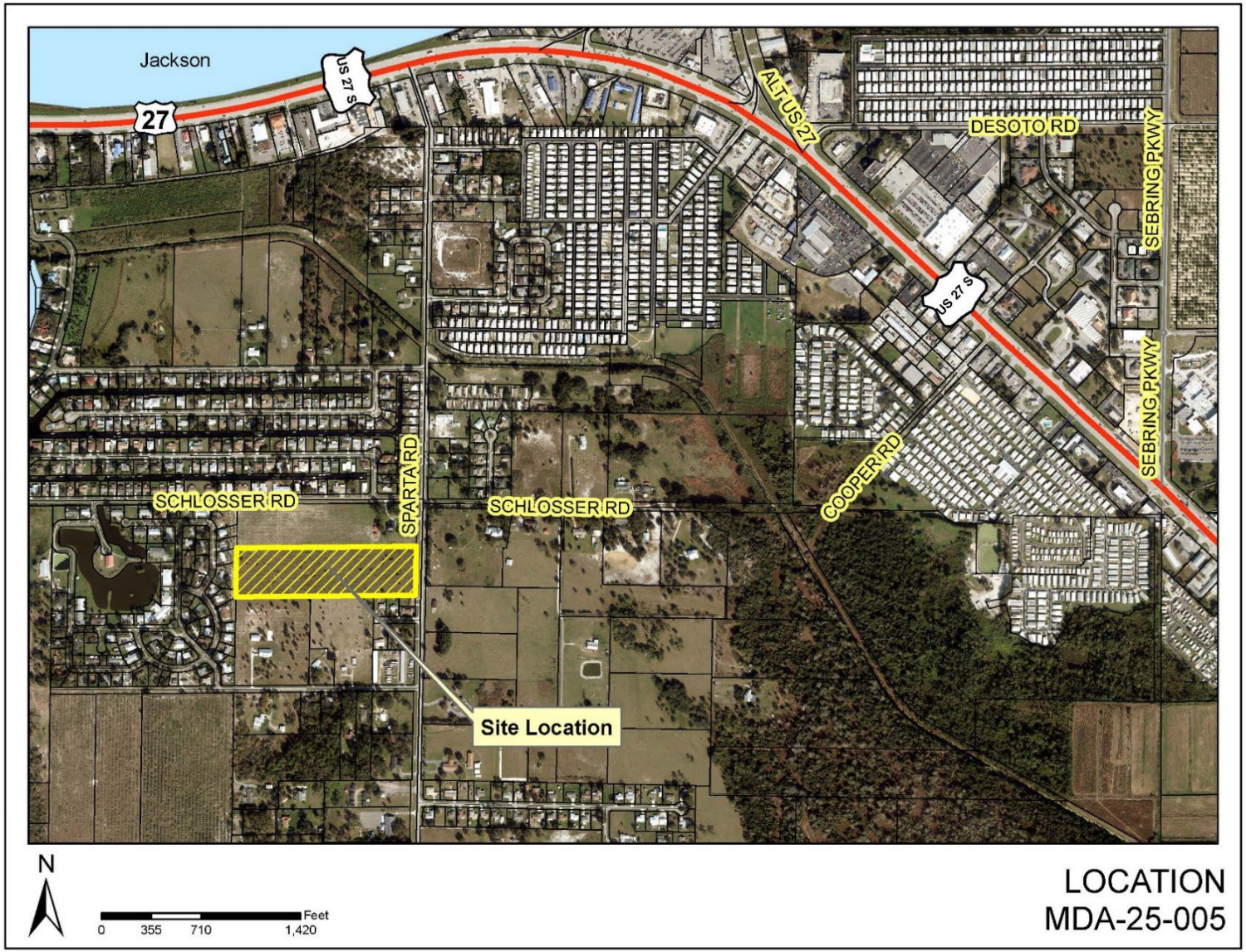
(SEAL)

ATTEST:

L. E. "Luke" Brooker, Clerk

P&Z 1810

Exhibit 3:


Jackson
27
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ALT US 27
DESOTO RD
SEBRING PKWY
US 27 S
SEBRING PKWY
COOPER RD
SPARTA RD
SCHLOSSER RD
SCHLOSSER RD
Site Location
N
0
355
710
1,420
Feet
LOCATION
MDA-25-005

RELEASE OF RESTRICTIVE EASEMENT

This Release of Restrictive Easement is made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870.

WHEREAS, Sparta Properties, LLC ("Owner"), is the Owner of that real property described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Property") which is encumbered by a restrictive easement, recorded on September 26, 2005, in Official Records Book 1900, Page 719, of the Public Records of Highlands County, Florida ("Easement"); and

WHEREAS, the Easement restricts the maximum number of single-family residences which may be constructed on the Property to twenty-eight (28); and

WHEREAS, the Owner has received a zoning change on the Property from R-1A Residential District to R-1A FUD Residential District with a Flexible Unit Development which allows smaller lot sizes and the construction of a maximum of 40 dwelling units (single-family residences) on the Property.

NOW THEREFORE, after due notice and public hearing, following the approval of the zoning change from R-1A to R-1A FUD, the County does hereby release and forever discharge the Easement. Upon recording of this Release of Restrictive Easement, the limitations of the Easement shall have no further force or effect.

[Signatures on Following Page]

Dated this _____ day of _____, 2025.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By:_____
Arlene Tuck, Chairperson

(SEAL)

Attest:

By_____
Jerome Kaszubowski, Clerk

WITNESSES:

_____
Print: _____
Address: _____
_____

_____
Print: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Arlene Tuck, as Chairperson of the Highlands County Board of County Commissioners, who is personally known to me this 15th day of July, 2025.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Exhibit A

Beginning at a stake in the Eastern line of Section 6, Township 35 South, Range 29 East, said stake being 20 rods South of the Northeast corner of the Southeast 1/4 of said Section 6, Township 35 South, Range 29 east, thence West 80 rods to a stake; thence South 20 rods to a stake, thence East 80 rods to a stake; thence North 20 rods to the Place of Beginning.

And

The South 20 feet of the North 1/2 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 6, Township 35 South, Range 29 East, Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Melony Culpepper, Planning & Zoning Supervisor**

SUBJECT/TITLE: **Public hearing to consider proposed amendments to Section 12.03.205 of the Highlands County Land Development Regulations (LDRs) pertaining to the effective period of zoning variances.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve and adopt by Ordinance 24-25-17, the proposed amendments to the Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 2, Board of Adjustment, Section 12.03.205, Powers and duties.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Statement of Issue Section 12.03.205.pdf
Attachments: Staff Report.pdf
Attachments: Ordinance 24-25-17.pdf
Attachments: Ordinance 24-25-17 Business Impact Form.pdf

Public hearing to consider proposed amendments to Section 12.03.205 of the Highlands County Land Development Regulations (LDRs) pertaining to the effective period of zoning variances.

STATEMENT OF ISSUE

Staff regularly reviews the Code of Ordinances and Land Development Regulations (LDRs) to determine whether amendments are necessary. It has been determined that the effective period for variances listed in the LDRs may not allow applicants enough time to apply for a building permit and/or complete construction. Following direction given by the Board of County Commissioners upon review of a Statement of Legislative Intent, Staff has drafted proposed revisions to Section 12.03.205 of the LDRs, to update the timing provisions for zoning variances, to provide more time to take action on the variance approval and to allow time extensions.

The Planning and Zoning Commission recommended approval of P&Z 2180.

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Land Development Regulations Amendment	**BCC Hearing Date:** 7/15/2025
Case Number: P&Z 2180	**Case Name:** LDR Amendments Section 12.03.205 Variance Timing
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Amendment: Land Development Regulations (LDRs) – Text Amendments

Proposal: To amend Section 12.03.205 of the LDRs

Area Covered
By Amendment: Unincorporated Highlands County

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.03.205, Powers and duties, of the Highlands County Code of Ordinances.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.03.205, Powers and duties, of the Highlands County Code of Ordinances.

3. **Excerpt from the June 10, 2025 DRAFT P&Z Minutes, and Recommendation to the BCC: "6.C. HEARING NUMBER P&Z 2180 – SECTION 12.03.205 OF THE LAND DEVELOPMENT REGULATIONS PERTAINING TO THE EFECTIVE PERIOD OF ZONING VARIANCES:** Proposed amendments to Section 12.03.205, Powers and Duties, of the Code of Ordinances, Highlands County, Florida.

   Mrs. Hunnicutt read the request into the record. Mrs. Culpepper confirmed proof of advertising requirements and noted there were zero letters received in favor of or against the request. The proposal is to update the effective date of a variance approval. Currently, a structure must be built, or a building permit must be issued within six months of the variance effective date. Staff is proposing an amendment to allow for one year to construct or have a building permit issued with the ability to apply for an extension to that date. Several situations have occurred where an applicant was not able to complete all necessary paperwork and apply for a permit

before the six-month deadline. Staff researched other counties as to how their policy for variances is handled. The extension to the one-year period would require an applicant to appear before the Board of Adjustment for approval.

Chair Hunnicutt opened the floor for public comment. There were no comments from the public.

Motion by Mrs. Ezell and seconded by Mr. Roberts to recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations amending Section 12.03.205, Powers and Duties, of the Highlands County Code of Ordinances.

Upon roll call, all members voted yes. **Motion carried 7-0.**

Summary of Proposed Amendments

Following direction given by the Board of County Commissioners upon review of a Statement of Legislative Intent, Staff has drafted proposed revisions to Section 12.03.205 of the LDRs, related to the effective period of zoning variances.

Currently, the time prescribed for zoning variances is six (6) months from the date of approval of the variance, unless the construction for which the variance was authorized has been completed or within that six-month period a building permit based upon and incorporating the zoning variance is issued and construction is completed within two years after the variance is authorized. The BOA may only authorize an extension to the expiration date for a zoning variance allowing construction on nonconforming lot(s) of record (pursuant to Section 12.06.102 A).

While working with applicants needing variances prior to commercial site plan review, Staff has determined that, due to the requirements and timing of the site plan review process, it is unlikely that applicants would be able to obtain a building permit within six months of a variance approval.

Therefore, Staff is proposing to update the timing provisions for zoning variances, to provide more time to take action on the variance approval, to allow time extensions, and to link the timing of the variance to the timing of site plan approval, if applicable.

The proposed language is attached for your consideration and recommendation to the Board.

Attachments:

1. Proposed Amendments to the LDRs

Proposed Amendments to the LDRs:

8. In granting any zoning variance, the BOA may prescribe appropriate conditions and safeguards in conformity with this chapter, including, but not limited to, reasonable periods of time for the start and/or completion of certain actions for which the variance is required.

   a. Where no specific time period is set by the BOA, a building permit, related to the purpose for the variance, must be obtained within one (1) year after the approval of the variance and construction must be completed within two (2) years after approval of the variance. Failure to comply with the time period set forth herein or the time period set by the BOA shall result in the automatic expiration of the variance.

   b. Prior to the expiration of the variance, a property owner may request one (1) extension of time to receive a building permit or complete construction. Such extension shall not exceed one (1) year in duration. Upon approval of an extension of time to receive a building permit, construction must be completed within two (2) years after approval of the extension. Such a request for extension of time shall only be approved by BOA upon determination that the request is warranted based on compelling or exigent circumstances.

   c. Violation of any ~~such~~ conditions and safeguards, ~~when~~ made ~~a~~ part of the terms under which the zoning variance is granted, shall be deemed a violation of this chapter and punishable under 12.03.109, Penalties for Violation, of this Code or Chapter 2, Administration, Article VII, Code Enforcement, of this Code.

~~10. Any zoning variance authorized by the board of adjustment shall expire six months after the date of action on such zoning variance, unless the construction for which the variance was authorized has been completed or within that six-month period a building permit based upon and incorporating the zoning variance is issued and construction is completed within two years after the variance is authorized. The BOA may only authorize an extension to the expiration date for a zoning variance allowing construction on nonconforming lot(s) of record (pursuant to subsection 12.06.102.A.)~~

ORDINANCE 24-25-17

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AN AMENDMENT TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 2, BOARD OF ADJUSTMENT, SECTION 12.03.205, POWERS AND DUTIES; 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, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

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, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; 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 the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

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 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 2, BOARD OF ADJUSTMENT, SECTION 12.03.205, POWERS AND DUTIES. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 2, Board of Adjustment, Section 12.03.205, Powers and duties, 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.

Section 12.03.205. – Powers and duties.

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B. Zoning variances; conditions governing applications; procedures. To authorize upon appeal in specific cases such zoning variance from the terms of this chapter as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship. A zoning variance from the terms of this chapter shall not be granted by the BOA unless and until:

***

8. In granting any zoning variance, the BOA may prescribe appropriate conditions and safeguards in conformity with this chapter, including, but not limited to, reasonable periods of time for the start and/or completion of certain actions for which the variance is required.

   a. Where no specific time period is set by the BOA, a building permit, related to the purpose for the variance, must be obtained within one (1) year after the approval of the variance and construction must be completed within two (2) years after approval of the variance. Failure to comply with the time period set forth herein or the time period set by the BOA shall result in the automatic expiration of the variance.

   b. Prior to the expiration of the variance, a property owner may request one (1) extension of time to receive a building permit or complete construction. Such extension shall not exceed one (1) year in duration. Upon approval of an extension of time to receive a building permit, construction must be completed within two (2) years after approval of the extension. Such a request for extension of time shall only be approved by BOA upon determination that the request is warranted based on compelling or exigent circumstances.

   c. Violation of any ~~such~~ conditions and safeguards, ~~when~~ made ~~a~~ part of the terms under which the zoning variance is granted, shall be deemed a violation of this chapter and punishable under Section 12.03.109, Penalties for Violation, of this Code, or Chapter 2, Administration, Article VII, Code Enforcement, of this Code.

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10. ~~Any zoning variance authorized by the board of adjustment shall expire six months after the date of action on such zoning variance, unless the construction for which the variance was authorized has been completed or within that six-month period a~~

~~building permit based upon and incorporating the zoning variance is issued and construction is completed within two years after the variance is authorized. The BOA may only authorize an extension to the expiration date for a zoning variance allowing construction on nonconforming lot(s) of record (pursuant to subsection 12.06.102.A.)~~

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 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 2, Board of Adjustment, Section 12.03.205, Powers and duties, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. 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 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 become effective immediately upon its filing with the Department of State.

Signatures on the following page

DONE AND ADOPTED this 15th day of July 2025.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Arlene Tuck, Chairperson

ATTEST:

By:_____
Jerome N. Kaszubowski, Clerk

Highlands County Board of County Commissioners

Ordinance Business Impact Estimate
Florida Statutes, Section 125.66 (3)

ORDINANCE NUMBER: 24-25-17

ORDINANCE TITLE: **AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AN AMENDMENT TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 2, BOARD OF ADJUSTMENT, SECTION 12.03.205, POWERS AND DUTIES; 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.**

SUMMARY: On August 15, 2025, the Highlands County Board of County Commissioners (BCC) directed Staff to proceed with proposed amendments to the Highlands County Code of Ordinances (Code) for the effective period of a zoning variance. The proposed Ordinance increases the period of time to start construction upon approval of a zoning variance from six-months to one year and allows applicants the ability to apply for a one-time extension of up to one year.

DEPARTMENT: Development Services, Planning and Zoning Division

MEETING DATE: July 15, 2025, Adoption Hearing

Fiscal Impact:

- An estimate of the direct economic impact of the proposed ordinance on private for-profit businesses (the "Businesses") in the County's jurisdiction, including the following, if any:
  - o An estimate of direct compliance costs such Businesses may reasonably incur if the Ordinance is enacted: N/A;
  - o Identification of any new charge or fee on Businesses subject to the proposed Ordinance or for which such businesses will be financially responsible N/A; and
  - o Estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed to cover such costs.
    Costs: N/A Revenues from Fees: N/A
- A good faith estimate of the number of Businesses likely to be impacted by the Ordinance: N/A.
- Additional applicable information: N/A

_____ A Fiscal Impact Estimate is not necessary because the proposed Ordinance is enacted to implement one of the following:

- Florida Statutes, Chapter 163, part II, comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the county.
- Florida Statutes, Section 553.73, relating to the Florida Building Code
- Florida Statutes, Section 633.202, relating to the Florida Fire Prevention Code
- Florida Statutes, Sections 190.005 and 190.046, regarding community development district.
  Related to the issuance or refinancing of debt.
  Required to comply with a federal or state law or regulation.
  Related to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
  Required to implement a contract or an agreement.
  Related to procurement.
- Adopted in an Emergency pursuant to applicable law.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Cynthia Acevedo, Healthy Families Program Manager / Community Programs Assistant Director**

SUBJECT/TITLE: **Request approval of Subcontract Renewal 25-30-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for a five-year term commencing July 1, 2025, and concluding June 30, 2030.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve Subcontract Renewal 25-30-42 between Highlands County and the Ounce of Prevention Fund of Florida to continue Healthy Families services in Highlands County for a five-year term commencing July 1, 2025, and concluding June 30, 2030.

FISCAL IMPACT

The grant award for fiscal year 2025-2026 is $343,463. The county's cash contribution is an estimated $207,417, with additional expenses covered through county in-kind contributions.

Attachments: STATEMENT OF ISSUE Healthy Families Contract Renewal 25-30.pdf
Attachments: Highlands FY 25-26 Contract.pdf

HIGHLANDS COUNTY

COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 1, 2025

PRESENTER: Cynthia Acevedo, Healthy Families Program Manager

SUBJECT/TITLE: Request approval of Healthy Families Subcontract Renewal

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STATEMENT OF ISSUE:

Approval of our subcontract renewal is requested to continue Healthy Families services commencing July 1, 2025, and concluding June 30, 2025. This renewal will ensure the continued provision of vital Healthy Families services in Highlands County for a five-year term.

The Healthy Families Florida state-wide program has a proven track record of positively impacting families and children in our community by providing early childhood development support, parenting education, and child abuse prevention across the state. Healthy Families Highlands has been providing trusted and impactful home visiting services in Highlands County since 2007 and remains committed to supporting families in Highlands County for many years to come.

For fiscal year 2025-2026, the grant award is $343,463. The county's cash contribution is estimated at $207,417, with additional expenses covered through county in-kind contributions. This funding structure aligns with the program's requirements and demonstrates the county's continued commitment to this critical initiative.

Services:	X	Client		Non-Client
Type:	X	Subrecipient		Contractor
Funds:	X	Federal	X	State

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT FISCAL YEAR 2025-2026

THIS SUBCONTRACT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF," and Healthy Families Florida, hereinafter referred to as "HFF", 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 as outlined below:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The **OPFF/HFF** is engaging the Provider to offering a prevention program that uses intensive home visiting services to meet the needs of a family. The program is designed to improve the development and life outcomes of children and to preserve and strengthen families with a primary emphasis on the prevention of child maltreatment, 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 **$343,463,** as allocated below:

- Ounce of Prevention Base Grant amount **$343,463,**

All funding is subject to the availability of funds. This grant amount will cover Fiscal Year **2025-2026** 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

1.1.1 Cash and In-Kind Contributions

1.1.1.1. The Provider shall provide and maintain a minimum of **$85,866,** 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 **2025-2026**. The Provider's cash and in-kind contribution for the Fiscal Year **2025-2026** subcontract period is $**280,226.58** which represents **81.6%** 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.

1.2. Effective and End Date

1.2.1. This Contract shall be effective **July 1, 2025,** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2025,** or the Effective Date of this Contract, whichever is later, and shall end at midnight, Eastern time, on **June 30, 2030** (End Date), subject to the survival of terms provisions of 7.4. Any earlier termination of this Contract amends the End Date.

1.2.2. This Subcontract will be amended annually based on availability of State Funds and satisfactory outcomes and performance. If this Subcontract is renewed, the HFF grant funding will be based on the budget approved by the Florida Legislature.

1.2.3. This Subcontract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

1.3.1. 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.

1.3.2. 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.

1.3.3. Changes to contact information for persons identified in 1.3 can be by Notice.

a. Lead Agency Organization Name	Highlands County
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: Laurie Hurner, County Administrator
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: lhurner@highlandsfl.gov
c. The name, mailing address and contact information of the official lead agency representatives (the representatives approved to sign Subcontracts and amendments):	Lead Agency Signee Name: Arlene Tuck, Chair, Highlands County Board of County Commissioners
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: atuck@highlandsfl.gov
	Lead Agency Secondary Signee Name: Don Elwell, Vice Chair
	Address: 600 S Commerce Avenue
	City/State/Zip Code: Sebring, FL 33870
	Phone Number & Ext: 863-402-6500
	Cell Number:
	Fax Number: 863-402-6835
	E-mail: delwell@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: Highlands County
	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

1.4. Notices

Unless stated otherwise, Notices between the Provider and the OPFF regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the OPFF. Notices will be deemed received upon actual receipt.

1.5. Subcontract Document

1.5.1 The headings contained in this Subcontract are for reference purposes only and shall not affect the meaning of this Subcontract.

1.5.2 Any telephone numbers and hyperlinks in this Subcontract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Subcontract.

1.5.3 In this Subcontract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4 The terms and conditions set forth in this Subcontract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Subcontract Composition

1.6.1. This Subcontract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Sections 1 through 11

1.6.1.2. Exhibits A through E;

1.6.1.3. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.4. Part 1 of this Subcontract, including Standard Contract Definitions, located at: https://myflfamilies.com/sites/default/files/2022-11/GlossaryofContractTerms.pdf

1.6.1.5. The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9 hereof, as provided therein.

1.6.1.6. Attachments 1 through 40;

1.6.1.7. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.8. Any incorporated attachments submitted by the OPFF/HFF

1.7. MyFloridaMarketPlace Transaction Fee

This Contract is exempt from the MyFloridaMarketPlace transaction fee.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Subcontract. Unless otherwise provided in the procurement document or governing law, the OPFF reserves the right to increase or decrease the volume of services and to add incidental tasks or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the OPFF to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work - The Scope of Work is described in Exhibit B.

2.2. Task List - The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3. Deliverables - The deliverables are described in Exhibit D.

2.4. Performance Measures

2.4.1. Performance Measures for Acceptance of Deliverables. The performance measures for acceptance of deliverables are set forth in Exhibit E.

2.4.2. Minimum Performance Measures. To avoid subcontract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, regardless of any other performance measures in this Subcontract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the OPFF may delay or deny payment for deliverables and also apply financial consequences. By execution of this Subcontract the Provider hereby acknowledges and agrees that its performance under the Subcontract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet

these standards, OPFF, at its exclusive option, may allow a reasonable period for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of OPFF within the prescribed time, and if no extenuating circumstances can be documented by the Provider to OPFF satisfaction, OPFF must terminate the Subcontract. OPFF has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these standards, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The OPFF pays for services performed by the Provider during the service performance period of this Subcontract according to the terms and conditions of this Subcontract in an amount not to exceed that set forth in Section 1.1 hereof, , subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Subcontract, payment shall be made only upon written acceptance of all services per 3.1 by the OPFF/HFF and shall remain subject to subsequent audit or review to confirm subcontract compliance. The State of Florida's performance and obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Subcontract.

3.1. Prompt Payment

Per §215.422, F.S., the OPFF has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this subcontract elsewhere specifies otherwise. The OPFF determination of acceptable services shall be conclusive. The OPFF receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Specialist. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the OPFF or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment.

3.2. Method of Payment

The Provider shall be paid in accordance with Exhibit A, Section 3, Method of Payment and Invoices. This is a cost reimbursement contract and is contingent upon availability of funds. OPFF shall pay the Provider for the delivery of service units provided in accordance with the terms and conditions of the subcontract.

3.3. Invoices

3.3.1. Generally. The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Subcontract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Subcontract. See Exhibit A, Section 3 for Fiscal Workbook breakdown. Any payment due under the terms of this Subcontract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by OPFF.

3.3.2. The Provider shall submit invoices for payment, including any permitted travel expenses in this Subcontract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.3. The OPFF will not pay any invoice for payment received more than 30 days after this Subcontract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the OPFF.

3.3.4. Final Invoice. The final invoice for payment shall be submitted to OPFF no more than 30 days after the Subcontract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and OPFF will not honor any requests submitted after the aforesaid time period.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Subcontract or perform the minimum level of service required by this Subcontract, the OPFF will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in 6.1. Other financial consequences directly related to the deliverables under this Subcontract are defined in Exhibit F. The foregoing does not limit the OPFF's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Subcontract so provides, or termination of this Subcontract per 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with 3.5, to the extent of such error.

The following financial consequences apply in addition to the Financial Consequences provided in Section 6.1.

3.4.1. In addition to the financial penalties set out in Rule 65-29.001, F.A.C., for failure to comply with a requirement for corrective action, OPFF shall assess financial consequences for failure to meet the performance measures outlined in section 6.1.

3.4.2. Upon OPFF's decision to impose financial consequences, written notification will be sent to the Provider. Notification will outline the performance measures for which financial consequences are being imposed, OPFF's concerns, the amount of the financial consequence and the month the deduction will be made on the invoice. The OPFF Accountant will deduct the amount of financial consequences imposed from the Provider's next monthly invoice as specified in the written notification.

3.4.3. In the event that an extenuating circumstance beyond the control of the Provider affects the timely submission of a service unit, the Provider may request an extension of that specific due date as follows:

3.4.3.1. Extenuating circumstances will not be considered for the late submission of the final invoice as described in Section 3.2.2.

3.4.3.2. The Provider's representative possessing contract signature authority shall attest to and document the extenuating circumstance to the OPFF Accountant by the specified due date of the deliverable or service unit on Provider letterhead.

3.4.3.3. This written request shall detail the steps that the Provider has put into place to submit the required deliverable or service unit timely and provide a specific proposed due date for submission of the late deliverable or service unit.

3.4.3.4. This individual shall also detail the steps to avoid a future recurrence of such extenuating circumstance.

3.4.3.5. Submission of said attestation to the OPFF Accountant does not constitute acceptance of the attestation.

3.4.3.6. It is specifically intended by the parties that acceptance, in writing by the Contract Specialist, of the required attestation documenting the extenuating circumstance beyond the control of the Provider shall constitute a separate act and shall occur, if at all, within seven (7) calendar days following receipt of the attestation.

3.4.3.7. Barring the OPFF's acceptance of extenuating circumstances beyond the control of the Provider, the OPFF Accountant shall assess financial consequences against the Provider for each performance measure not met.

3.4.4. Submission of an unacceptable invoice, supporting documentation, or report:

3.4.4.1. An unacceptable invoice or supporting documentation contains inaccurate or incomplete information or supporting documentation as specified**.**

3.4.4.2. An unacceptable report contains inaccurate or incomplete information or data and relates to any report the Provider is required to submit. The report may relate to tasks, activities, deliverables, data collection or analysis, or performance measures as specified in **Section C-2.6.**, Reports.

3.4.4.3. Financial Consequences will be assessed for the quarter that performance measures are not met.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this subcontract (including payments made for services subsequently determined by the OPFF to not be in full compliance with this Subcontract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 30 days after discovery by the Provider, audit, or the OPFF. The OPFF may recover against such payments by deduction from subsequent payments under this or any other subcontract with the Provider, or any other lawful method. If this Subcontract involves federal or state financial assistance, the following applies: The Provider shall return to the OPFF unused funds, accrued interest earned, and unmatched grant funds within 30 days of the end date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, and others it arranges to provide deliverables comply with:

4.1.1.1 Applicable laws, rules, codes, ordinances, certifications, licensing requirements, Department of Children and Families (herein referred to as Department and/or the Department) and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2 Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this subcontract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the OPFF's authorization, unused state financial assistance funds must be returned to the OPFF;

4.1.1.3 Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) annually and submitting for each fiscal year contract/amendment;

4.1.1.3.1. Single-Point-of-Contact - If the Provider or any of its Subcontractors employs 15 or more employees, the Provider and all Subcontractors (if applicable) shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4.

4.1.1.3.2. Single-Point-of-Contact Information - The name and contact information for the Provider's and Subcontractor's Single-Points-of-Contact shall be furnished to the Subcontract Specialist using **Attachment 7-Single-Points-of-Contact** Information with the executed Subcontract and within five (5) calendar days of any Single-Point-of-Contact change. Submit to the Subcontract Specialist at Hffdeliverables@ounce.org.

4.1.1.3.3. Single-Point-of-Contact Compliance - The Provider shall, Sub-contractually require that its Subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each Subcontractor that employs 15 or more employees. This Single-Point-of-Contact will coordinate activities and reports with the Provider's Single-Point-of-Contact.

4.1.1.3.4. Single-Point-of-Contact Compliance Data - The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the

Department's HHS Compliance reporting Database by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3rd falls on Saturday, Sunday or a Holiday, then it will be due the previous business day), covering the previous month's reporting, and forward confirmation of submission to the Contract Specialist at Hffdeliverables@ounce.org.

4.1.1.3.5. The Single-Point-of-Contact Duties

4.1.1.3.6.1 This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

4.1.1.3.6.2 Shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4.

4.1.1.3.6.3 Employees of providers and their Subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

4.1.1.3.6.4 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: https://www.myflfamilies.com/general-information/office-civil-rights/

4.1.1.3.6. Foundations of Disability Rights Online Training and Attestation - The Department requires each Contract/Subcontract Provider agency's direct service employees to complete **Foundations of Disability Rights Online training** and sign **Attachment 16 – Foundations of Disability Rights Attestation**. The training and the attestation must be completed upon hire and within three weeks of update notification from HFF Central Office. Direct service employees performing under this Subcontract will also print their certificate of completion, attach it to their Attestation of Understanding (http://www.dcf.state.fl.us/admin/training/docs/DCF%20Attestation%20Form.pdf), and maintain them in their personnel file. The training is located in the MyFLLearn system. https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn.

4.1.1.3.7. Foundations of Disability Rights On-Line Training - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org within three (3) weeks of update notification from HFF Central Office attesting that **all** employees, including HFF Grant, Subcontracted and Contribution funded staff, have completed the Foundations of Disability Rights, online training. The affidavit also attests that the completed certificates and signed attestations forms have been printed and are maintained in each employees personnel file. The contract specialist will send the templated **Attachment 21- Letter of Affidavit for DCF Required On-line Training** out upon DCF notification of updated training.

4.1.1.3.8. Compliance Report - Even if no services to the deaf or hard-of-hearing were provided, the Provider shall submit compliance reports online at https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html by 12 noon Eastern time on the **3rd** calendar day of the month (unless the 3rd falls on Saturday, Sunday or a Holiday, then it will be due the previous business day). The Provider will receive a verification email that must be forwarded, by 12 noon Eastern

Time on the **3rd** calendar day of the month to (Hffdeliverables@ounce.org). Back-up documentation must also be submitted in the following instances:

4.1.1.3.9.1 The participant/companion requested auxiliary aid and it was not provided

4.1.1.3.9.2 The auxiliary aid or service provided did not meet the expectations of the participant/companion or staff

4.1.1.3.9.3 The communication was not found to be effective

4.1.1.3.9.4 The requested auxiliary aid or service was denied

4.1.1.3.9.5 When requested by the Department or Health and Human Services

4.1.1.3.9. Customized Auxiliary Aids and Services Plan - The Provider and its Subcontractors must develop a Customized Auxiliary Aids and Services Plan using the local resources. The Auxiliary Aids and Services Plan must include the responsibilities of the Single-Point-of-Contact and procedures to be followed in providing services to the deaf and hard-of-hearing. This plan must also meet the requirements of the Health and Human Services Settlement Agreement, located at http://www.dcf.state.fl.us/admin/servicedelivery/docs/HHS_SettlementAgreement-Signed1262010.pdf. The Auxiliary Aids and Services Plan must be submitted to HFF Deliverables hffdeliverables@ounce.org no later than close of business July 30 of each state fiscal year of the Subcontract.

4.1.1.3.10. Documentation of Preferred Method of Communication - The Provider and its Subcontractors shall document the customer's or companions preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Provided on the Customer or Companion Communication Assessment and Auxiliary Aid and Service Record, located at https://www.myflfamilies.com/service-programs/deaf-and-hard-hearing/docs/DCFStatewideAuxiliaryAidsandServicesPlan.pdf .

4.1.1.3.11. Documentation, with supporting justification, must also be made if any request was not honored. This form must be completed at the time of assessment and each time a service is provided for participants and/or companions that are deaf or hard-of-hearing. For families that were assessed, but not enrolled, the original should be kept with the assessment and a copy sent to the Provider's Single-Point-of-Contact. For families that enroll, originals must be maintained in the participant file and copies sent to the Provider's Single-Point-of-Contact.

4.1.1.3.12. Customer/Companion Feedback - The Provider shall distribute the Customer/Companion Feedback Form located at https://www.myflfamilies.com/general-information/office-civil-rights/ to customers or companions, and provide assistance in completing the forms as requested by the customer or companion. For participants on all levels except 3 and 4, the form shall be provided on the last visit of the month. For participants on levels 3 and 4, the form shall be provided during each visit. These forms shall be submitted to the Office of Civil Rights.

4.1.1.3.13. HFF Limited Authorization for Exchange of Information - If customers or companions are referred to other agencies and the receiving agency has been included on the signed HFF Limited Authorization for Exchange of Information form, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service's needs.

4.1.1.3.14. Documentation - For each deaf or hard-of-hearing individual that enrolls or if the participant's companion is deaf or hard-of-hearing, the communication plan on the second page of the Customer or Companion Assessment and Auxiliary Aid and Service Record must be filled out during the first home visit and any time the plan needs to be updated.

4.1.1.3.15. Interpreter Services - The Provider must offer free interpreter services to all participants and their companions if either are deaf or hard-of-hearing. If a participant or companion accepts or refuses the free aid offered, the Customer or Companion Request for Free Communication Assistance or Waiver of Free Communication Assistance form, located at https://www.myflfamilies.com/general-information/office-civil-rights/ should be completed when offered and any time there is a change in the communication preference. This form should be maintained in the participant file with a copy sent to the Provider's Single-Point-of-Contact.

4.1.1.4 Civil Rights Compliance Checklist - If employing fifteen or more employees, the Provider shall complete **Attachment 6-Civil Rights Compliance Checklist**, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

4.1.1.5 Improvements - Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6 If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elder Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;
4.1.1.6.2. Identifying name and number;
4.1.1.6.3. Starting and ending date;
4.1.1.6.4. Total dollar amount;
4.1.1.6.5. Purpose and the types of services provided; and
4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. Common Carrier. If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete **Attachment 39-Common Carrier Attestation** (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. (PUR 1808 does not apply where the provider is not a "Common Carrier or contracted carrier). A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete **Attachment 38- Foreign Countries of Concern Attestation** (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S. PUR 1355 does not apply where the provider is a Florida County or State Agency.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies, by execution of this agreement, the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of $100,000, the Provider certifies clauses 4.2.4.1 – 4.2.4.3. If an Amendment to this contract causes the Federal funding to exceed $100,000, the Provider must, prior to amendment

execution, complete **Attachment 5 - Certification Regarding Lobbying** form, and return it to the Contract Manager.

4.2.4.1. 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 employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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.

4.2.4.2. 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.

4.2.4.3. 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.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Subcontract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Subcontract, the Provider is an independent subcontractor and not an officer, employee, or agent of the State of Florida or OPFF, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind the Department or OPFF by virtue of this subcontract, unless specifically authorized in writing to do so. This Subcontract does not create any right of any individual to OPFF or State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Subcontract.

4.6.2. The Department/OPFF will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department/OPFF in this Subcontract. All deductions for

social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Subcontract to another party, in whole or in part, without prior written approval of the Department/OPFF. Such assignment occurring without prior approval of the Department/OPFF shall be null and void.

4.6.4. Additional Terms if Subcontracting is Permitted

4.6.4.1 The Provider cannot subcontract for any of the work contemplated under this Subcontract without the Department/OPFF's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida or OPFF.

4.6.4.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this subcontract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department/OPFF shall not be liable to the subcontractor in any way or for any reason relating to this Subcontract.

4.6.4.3 The Provider shall include the substance of all clauses contained in this Subcontract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Subcontract. The Provider shall indemnify the OPFF and the Department, where indemnification is not limited by law, as follows:

4.7.1.1 Personal Injury and Damage to Real or Tangible Personal Property.

The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the OPFF, the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the OPFF, the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2 Intellectual Property Liability.

The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department/OPFF's misuse or modification of the Provider's products or the Department/OPFF's operation or use of the Provider's products in a manner not contemplated by this Subcontract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the OPFF and the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the OPFF and the Department the right to continue using the product, the Provider shall remove the product and refund the OPFF and the Department the amounts paid more than a reasonable rental

for past use. The OPFF. the State and the Department will not be liable for any royalties, or licensing fees, not included in this Subcontract.

4.7.1.3 Actions Related to this Contract.

The Provider shall fully indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Subcontract, as well as for any determination arising out of or relating to this Subcontract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting subcontracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the OPFF, the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the OPFF/Department. The Provider shall indemnify, defend, and hold harmless the OPFF, the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in 4.7.1 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the OPFF, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Subcontract constitutes a waiver of sovereign immunity or consent by the OPFF, the Department, or the State, or its subdivisions to suit by third parties or an agreement by the OPFF, the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Subcontract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the OPFF, the Department (State) as an additional insured for the entire length of this Subcontract. The limits of liability necessary to provide reasonable financial protections to the Provider and the State under this subcontract are listed in section 4.8.5.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of

liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the OPFF with a commercial self-insurance trust fund authorized under §624.462, F.S.

4.8.4.1. The Provider shall provide twenty-five (25) calendar days written notice of cancellation of any insurance required by 4.8 to the OPFF. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the OPFF and provide the OPFF 10 days prior Notice of any cancellation or nonrenewal.

4.8.4.2. By September 30, and upon renewal, the Provider shall furnish OPFF written verification supporting both the determination and existence of such insurance coverage for both the site and the Subcontractor.

4.8.5. Minimum Insurance Coverages

Type of Insurance	Minimum Amount Per Claim	Minimum Amount Aggregate
Commercial General Liability	$1,000,000	$3,000,000
Professional Liability	$1,000,000	$3,000,000
Sexual Abuse and Molestation Coverage	$1,000,000	$1,000,000
Cyber/Network Security and Privacy Liability Insurance	The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract	
Automobile Minimum bodily injury (If Applicable)	$100,000 per person	$300,000 per accident
Worker's Compensation	$100,000 per person, $100,000 per accident	$500,000

4.8.6 The minimum insurance coverages and requirement to include OPFF and the Department (State) as additional insured do not apply if the Provider is a state agency or subdivision. In such instances, Provider shall maintain self-insurance against all losses and liabilities to the limitations described in section 768.28, Florida Statutes.

4.9. Notice of Legal Actions

The Provider shall notify the OPFF and the HFF Executive Director within 5 days after becoming aware of potential legal action or immediately upon notice of actual legal actions against the Provider related to services provided by this Subcontract, that may impact deliverables or the Department/OPFF.

4.10. Intellectual Property

4.10.1 Intellectual property rights to all property created or otherwise developed as part of this Subcontract by the Provider (either directly or through a subcontractor) for the OPFF/Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the OPFF/Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Subcontract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2 A thing capable of being trademarked developed in anticipation, or as a result, of this

subcontract will be trademarked by or on behalf of the OPFF/Department. Only after the OPFF/Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3 Any website developed in anticipation, or as a result, of this subcontract will be placed in a domain of the OPFF/Department's choice, copyrighted in the OPFF/Department's name. Only if the OPFF/Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4 Any inventions or discoveries developed during or as a result of services performed under this Subcontract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the OPFF/Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the OPFF and the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5 The Provider shall notify the OPFF/Department of any intellectual property developed in connection with this Subcontract.

4.10.6 If the Provider is a member of the State University System, the Department's intellectual property rights under 4.10, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Subcontract continue through another provider, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Subcontract. The Provider shall be required to support an orderly transition to the next provider, no later than the End Date and shall support the requirements for transition specified in an approved Transition Plan, which the Provider shall develop in consultation with the OPFF.

4.12. Publicity

4.12.1. State Requirements - The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers. Requirements in section 4.12.1 do not apply if the Provider is a State Agency.

4.12.2. OPFF Requirements - The Provider and its employees, agents, and representatives shall not, without prior written consent of the OPFF in each instance, use in advertising, publicity or any other promotional endeavor any OPFF/HFF mark, the name of the OPFF/HFF mark, the name of the OPFF/HFF or any OPFF/HFF agency or affiliate or any officer or employee of the OPFF/HFF, or any OPFF/HFF program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the OPFF/HFF, or refer to the existence of this Subcontract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Subcontract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: .

4.13.1. In publicizing, advertising or describing the sponsorship of the program through text, state: "An affiliate of Healthy Families America®, sponsored by the Ounce of Prevention Fund of Florida and the State of Florida, Department of Children and Families."

4.13.2. If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.13.3. Alternatively, when using logos, the local site logo shall be accompanied by the Ounce of Prevention (OPFF), Department of Children and Families (Department) and Healthy Families America Affiliate logos.

4.13.4. If the logos are used, the OPFF/ HFF, Department and Healthy Families America Affiliate logos must be the same size as the organization's logo.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any OPFF/Department employee during the service performance period of this Subcontract and for two years thereafter. In addition to any other remedies available to the OPFF/Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

4.15. Mandatory Reporting Requirements

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

4.15.1. The OPFF/HFF must be copied on all incidents and reports that are sent to the Office of Inspector General.

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

4.15.3. **Timeframe** - Suspected or confirmed allegations as outlined in paragraph 5 of CFOP 180-4 must be reported to OPFF/HFF within two (2) business days of discovery.

4.15.4. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to:

4.15.4.1. Department's Office of Inspector General

4.15.4.2. DCF Contract Manager

4.15.4.3. HFF Assistant Director at Cmurphy@ounce.org

4.15.5. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: https://www.myflfamilies.com/about/additional-services-offices/office-inspectorgeneral/investigations/inspector-general .

4.15.6. By completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com.

4.15.7. The Provider and subcontractor may also mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.15.8. Completing the document online at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;
4.16.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);
4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;
4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and
4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.16.2. Employment Screening Affidavit - The Provider shall sign **Attachment 20 - Florida Department of Children and Families Employment Screening Affidavit** each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Subcontract stating that all required staff have been screened upon hire and at five (5) year increments of service, and/or the Provider is awaiting the results of screening. The contract specialist will communicate with an email upon notification of updated training and the Affidavit must be submitted to hffdeliverables@ounce.org within three (3) weeks of notification.

4.16.3. The Department requires the use of the Office of Inspector General's **Request for Reference Check (Form CF 774) - Attachment 40**, stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) **or** employed with a Subcontract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

4.17. Human Subject Research

Any human subject research under this Subcontract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Department Institutional Review Board.

4.17.1 Research and Evaluation Activities - Cooperate with and participate in research and evaluation activities conducted by the OPFF/HFF, Sub-contractual personnel or third party evaluators; to grant access to records, documents, staff and participants in order to collect information relative to this program, its performance and effectiveness; to facilitate contact with community agencies for the researchers; to use and/or test any data collection instruments designed for research purposes; to participate in work groups involving research and evaluation studies; and to assist and advise in program replication efforts as requested.

4.17.2 Research and Evaluation Notification - Notify the OPFF/HFF of any plans or requests to conduct research on or to evaluate HFF participants, services, staff or data that has already been collected. The Provider agrees to submit a formal request for approval or have the principal investigator submit the request to the HFF Executive Director using the Request to Conduct Research/Evaluation Outline. This document is an attachment in the HFF Policies and Procedures Manual. The Provider agrees not to engage in such research and evaluation until written permission is granted by the OPFF/HFF through an MOA.

4.17.3 Research and Evaluation Compliance - Comply with the OPFF regarding **Protocols Ensuring the Protection of Human Subjects** to keep personal identifying information of participants confidential and secure. This document will be located in the HFF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1 Records - The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OPFF under this Subcontract. Upon demand, at no additional cost to the OPFF, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Subcontract and the required retention period in 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the OPFF.

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

5.1.3 Records Review - At all reasonable times for as long as records are maintained, persons duly authorized by the OPFF, Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's subcontracts and related records and documents, regardless of their form.

5.1.4 Audit - A financial and compliance audit shall be provided to the OPFF as specified in this Subcontract and in **Attachment 1-Financial and Compliance Audit** Instructions**.**

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

5.1.6 Records, Retention, Audits, Inspections and Investigations - The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.1.7 Inspections and Corrective Action - The Provider shall permit all persons who are duly authorized by the OPFF/Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Subcontract, and to interview any participants, employees and Subcontractor employees of the Provider to assure the OPFF of the satisfactory performance of the terms and conditions of this Subcontract. This includes at least one quality assurance visit per year and technical assistance based on the performance of the Provider. Following such review, the OPFF will deliver to the Provider a written report of the quality assurance findings and will request the Provider submit a corrective action/quality improvement plan, where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action/quality improvement plan. This provision will not limit the OPFF's/ Department's choice of remedies under law, rule, or this contract.

5.2. The Provider's Confidential Information

5.2.1. By executing this Subcontract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Subcontract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the

Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Subcontract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1 The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2 The OPFF/Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with 5.2.2.1. Accompanying the submission shall be an updated version of the justification under 5.2.2.1, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the OPFF/Department is authorized to produce the records sought without any redaction of trade secret information.

5.2.3. The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Subcontract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Subcontract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in 5.3 will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1 Catch-all Definitions. The following terms as used in 5.3 have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2 Specific Definitions for 5.3

5.3.2.1 "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3 "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4 "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3 Obligations and Activities of the Provider

The Provider shall:

5.3.3.1 In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of **Attachment 2-HIPAA Addendum** to this Subcontract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or

transmitted by the Provider or its Subcontractors incidental to the Provider's performance of this Subcontract.

5.3.3.2 HIPAA Training - All HFF grant and contribution funded staff, including Subcontracted staff, must complete the latest Health Insurance Portability and Accountability Act (HIPAA) online "HIPAA Information and Action" training, located on the Internet at https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn upon hire and annually upon notification from HFF Central Office of updates. Staff must print the completed certificate as evidence that the online training was completed. Certificates must be maintained in the employee's personnel file.

5.3.3.3 HIPAA Affidavit - The Provider must submit an original notarized **Attachment 21-Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org within three (3) weeks of update notification attesting that **all** employees, both HFF Grant and Contribution funded staff, have completed the Health Insurance Portability Accountability Act (HIPAA) online training. The affidavit also attests that the completed certificates have been printed and will be maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on HIPAA Online Training template out upon notification of updated training.

5.3.3.4 Not use or disclose PHI except as permitted or required in by 5.3 or law;

5.3.3.5 Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;

5.3.3.6 Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.7 Report to the Department any use or disclosure of PHI not permitted by 5.3, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.8 Notify the Department's HIPAA Security Officer (Sylvia Barge - sylvia.barge@myflfamilies.com Phone: 850-717-4277), HIPAA Privacy Officer (Dick Valentine - Dick.Valentine@myflfamilies.com Phone: 904-485-9682), DCF Contract Manager (Jeff Hodge Jeff.Hodge@myflfamilies.com;) and OPFF/HFF Assistant Director (cmurphy@ounce.org) within **120** hours after finding a breach or potential breach of personal and confidential data of the Department; and

5.3.3.9 Notify the Department's HIPAA Privacy Officer, Department Contract Manager and OPFF/HFF Assistant Director (cmurphy@ounce.org) within **24** hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.10 Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.11 Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach

or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.12 In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.13 Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.14 Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.15 Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.16 To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.17 Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4 Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under 5.3;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate (as covered in **Attachment 2**) of such covered entities only to provide Department/OPFF data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5 Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6 Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under 5.3, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect

to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under 5.3.6.2 survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's or OPFF's data information systems or maintains any client or other confidential information in electronic form.

5.4.1 Information Security Officer - The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the OPFF and the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Subcontract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the OPFF and the Department's information systems or any client or other confidential information. The Information Security Officer will ensure that any access to the OPFF and the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Subcontract.

5.4.2 DCF Security Awareness Training - The Provider shall provide the Department's latest security awareness training to all HFF grant and contribution funded staff, including Subcontracted staff, prior to granting access to the Department's information systems or any client or other confidential information.

5.4.2.1. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0114) annually.

5.4.2.2. This will be done upon hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This training located at https://www.myflfamilies.com/services/child-family/child-and-family-well-being/my-fl-learn must be completed within three (3) weeks of notification from HFF Central Office. Staff must print the certificate as evidence that online training was completed. Certificates must be maintained in the employee's personnel file.

5.4.2.3. Attachment 15 - DCF Security Agreement Attestation form CF 0114 must be signed at time of hire and on an annual basis upon notification from HFF Central Office of Departmental updates. This document may be obtained from the contract specialist, found on the Resource Library located at: http://www.healthyfamiliesfla.org/resource_login.asp or located at https://eds.myflfamilies.com/DCFFormsInternet/Search/DCFFormSearch.aspx,

5.4.3 DCF Security Awareness Affidavit - The Provider must submit an original notarized **Attachment 21- Letter of Affidavit for DCF Required On-line Training** to Hffdeliverables@ounce.org attesting that **all** employees, volunteers and interns, both HFF Grant and Contribution funded staff, have completed the Department of Children and Families Security Awareness Online Training. This training must be completed within three (3) weeks of notification from HFF Central Office of Departmental updates. The affidavit also attests that

the completed certificates are maintained in each employee's personnel file. The contract specialist will send the Letter of Affidavit on Department Security Awareness template out upon notification of updated training.

5.4.4 Encryption - The Provider shall prevent unauthorized disclosure or access, from or to the Department's
information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

5.4.5 Confidentiality Breach Notification to HFF - The Provider shall notify the Department Contract Manager and OPFF/HFF Assistant Director (cmurphy@ounce.org) within **120** hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6 Confidentiality Breach Notification to Clients - The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.7 The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Subcontract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Subcontract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the OPFF/ Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the OPFF/Department to perform the service.

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

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Subcontract term and following completion of this Subcontract if the Provider does not transfer the records to the OPFF/Department.

5.5.2.4. Upon completion of this Subcontract, transfer, at no cost, to the OPFF/Department all public records in possession of the Provider or keep and maintain public records required by the OPFF/Department to perform the service. If the Provider transfers all public records to the OPFF/Department upon completion of this Subcontract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Subcontract, the Provider shall meet all applicable requirements for retaining public records.

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

RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. Corrective Action Plan - In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the OPFF require a corrective action to address noncompliance under this Subcontract, incremental penalties listed in 6.1.2 through 6.1.3 shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the OPFF to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the OPFF's application of any other remedy available to it under law or this Contract.

6.1.2. Penalty Imposition - The increments of penalty imposition that shall apply, unless the OPFF determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance - Noncompliance that is determined by the OPFF to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payment during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Indirect Noncompliance - Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Indirect Performance Noncompliance -Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. Financial Penalties Deadline The deadline for payment shall be as stated in the OPFF order imposing the financial penalties. In the event of nonpayment, the OPFF may deduct the amount of the penalty from invoices submitted by the Provider.

6.2. Termination

6.2.1. The OPFF may terminate this Subcontract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Subcontract upon no less than **30** days' Notice to the OPFF unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Subcontract become unavailable, the OPFF may terminate this Subcontract upon no less than 24 hours' Notice in writing to the Provider. The OPFF/Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Subcontract, the OPFF/Department may terminate this Subcontract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the OPFF/Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The OPFF/Department's failure to demand performance of any provision of this Subcontract shall not be deemed a waiver of such performance. The OPFF/Department's

waiver of any one breach of any provision of this Subcontract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Subcontract. 6.2 does not limit the OPFF/Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the OPFF/Department in a manner satisfactory to the OPFF/Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a Subcontract with the OPFF/Department, was notified by the OPFF/Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the OPFF/Department; or

6.2.5.2. Had any other Subcontract terminated by the OPFF/Department for cause.

6.2.6. In the event of termination under 6.2.1 or 6.2.3, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Subcontract is for an amount of $1 million or more, the OPFF/Department may terminate this Subcontract at any time the Provider is found to have falsely certified under §287.135, F.S., 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. Regardless of the amount of this Subcontract, the OPFF/Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

6.3. Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the OPFF/Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the OPFF/Department decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the OPFF/Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the OPFF/Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery. All notices provided by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 by U.S. Postal Service or any other delivery service that provides verification of delivery, or by hand delivery.

7. OTHER TERMS

7.1. Governing Law and Venue

This Subcontract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Subcontract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Subcontract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Subcontract and then only the version extant the date of the first Subcontract signature.

7.3. Interpretation, Severability of Terms

Subcontract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the OPFF/Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Subcontract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the OPFF's operating budget.

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the OPFF/Department or a provider of services to the OPFF/Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1 Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Subcontract by the OPFF/Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Subcontract.

7.8.1.1 Employees assigned to this Subcontract means all persons employed or assigned (including subcontractors and contribution funded positions) by the Provider or a subcontractor during this Subcontract term to perform work pursuant to this Subcontract within the United States and its territories.

7.8.1.2 Complete and submit a notarized **Attachment 36 -** Letter of Affidavit for E-Verify FY 25-26 with the submission of this subcontract/amendment. **Attachment 36 -** Letter of Affidavit for E-Verify covers all HFF Grant and Contribution funded employees, including subcontracted employees.

7.8.2 The Provider represents and warrants that no part of the funding under this Subcontract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The OPFF/Department

may terminate this Subcontract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

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

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this subcontract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this subcontract the person, firm, or other business entity carrying out the provisions of this subcontract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.12. Executive Compensation Reporting

7.12.1. Prior to contract/amendment execution the Provider shall complete and return the Executive **Attachment 12 - Certification of Executive Compensation Reporting Requirements** (Form PCMT-08), located at: www.myflfamilies.com/general-information/contracted-client-services/library.

7.12.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the OPFF/Department that indicates the amount of state funds:

7.12.2.1. Allocated to be used during the full term of the subcontract for remuneration to any member of the board of directors or an officer of the contractor.

7.12.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.12.3. If the Provider maintains a website, information provided pursuant to 7.13.2 must be posted on the Provider's website.

7.13. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: http://www.whistleblowers.gov.

7.14. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the OPFF/Department, which will contain information required to meet the OPFF/Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.15. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

7.16 Accreditation

The OPFF/Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the OPFF/ Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the OPFF/Department Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time. The Provider shall maintain affiliation and accreditation with Healthy Families America (HFA). See Exhibit A. Section 7.9.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal

funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Subcontract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962- 2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Subcontract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan.

9.2.1 By March 31st, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers, supplies and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This plan must be submitted to Hffdeliverables@ounce.org regardless of lack of revisions.

9.2.2 The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a Non-consumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is $1,000 or more and/or the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is $25 or more, hardback-covered bound books, the cost or value of which is $250 or more, and all computers/technology. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a

change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.3.1. A copy of the inventory list must be submitted to OPFF/HFF along with the expenditure report for the period in which it was purchased. By **May 20th** a **Draft** must be submitted and by **June 21st** the Provider shall submit a complete **Final** inventory of all such property to OPFF/HFF whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.9.1. The indemnification requirement in 10.9 does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the OPFF, the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT
Any amendment replacing or deleting this page will not affect the below execution.

By signing this Subcontract, the parties agree that they have read and agree to the entire Subcontract, as described in Section 1.4 hereof.

In witness thereof, the parties hereto have caused this **152** 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: _____

Title: BOCC Chair

Date: _____

ATTEST:

_____
Jerome Kaszubowski, Clerk

Provider Fiscal Year Ending Date: **Sept 30, 2026**

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: _____

EXHIBIT A - SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Sections 1 through 11, above, as provided herein:

EXHIBIT A SECTION 2: STATEMENT OF WORK

The Provider agrees to implement the HFF program based on the critical elements/standards established by Healthy Families America (HFA) and HFF as stated in Exhibit C-1.

EXHIBIT A SECTION 3: PAYMENT, INVOICE AND RELATED TERMS

Attachment 3 - Fiscal Documents Workbook contains all of the excel worksheets needed for the initial budget summary, the monthly invoice and revising budgets due to adjustments or amendments.

A-3.1 Subcontract Payment

Pursuant to section 215.422, F.S., the OPFF has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or this Subcontract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the OPFF or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payments is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment.

A-3.2 Budget and Revenue Summary

Prepare **Attachment 3a-Budget and Revenue Summary** for the delivery of services described in this Subcontract, including revenue projections for cash and in-kind contributions using the instructions provided. The budget narrative contained within must describe quantitatively how the budget categories were calculated. OPFF will not pay the Provider for amounts related to compensatory time, accrued leave buy-out or severance pay. OPFF will pay the Provider for compensation related to overtime hours at an employee's regular pay rate, as long as it does not exceed the budget. The Provider must obtain prior approval from the HFF Executive Director for any plan to increase salaries using HFF grant funds, during the Subcontract period.

A-3.3 Monthly Invoice

Submit to OPFF a monthly invoice of actual expenditures, actual cash and in-kind contributions received using **Attachment 3b-Monthly Invoice, Revenue Summary and Payment Request.** These invoices are due to the OPFF by the 15th of the following month. Failure to submit a timely or accurate invoice may result in the monthly payment being withheld or a delay in payment. This is a cost reimbursement Subcontract for one (1) year. Payment for Subcontracted services will be contingent upon the documented expenditures for this Subcontract period and the receipt of current and correct evaluation data, reports and invoices. Payments will be issued by the OPFF within thirty (30) days after the receipt of a complete, accurate invoice and complete data. Payments will be mailed to the Provider. The OPFF's performance and obligation to pay under this Subcontract is contingent upon availability of funding from the State of Florida.

A-3.4 Final Invoice

The final invoice for payment shall be submitted to the OPFF no more than 30 days after the Subcontract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the OPFF will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Subcontract may be withheld until all reports due from the provider and necessary adjustments thereto, have been approved by the OPFF.

A-3.5 Budget Revisions

The Provider may revise the budget using **Attachment 3c – Request to Revise Budget with Amendment,** with pre-approval from the contract specialist or **Attachment 3d - Request to Revise Budget with Adjustment**.

A-3.6 Advance Payment Request

The Provider may submit **Attachment 33 - Advance Payment Request** with original signatures. The 3advance must be recouped during the Subcontract period. The Contract Specialist will send this document out upon request.

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.

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.

A-3.9 Cash and In-Kind Contributions

A-3.9.1 Cash contributions consist of dollars (cash) that are used for site salaries, benefits, operational expenses, administrative costs or enhancement to the core staffing such as a nurse, child development specialist or licensed professional.

A-3.9.2 In-kind contributions are tangible resources donated to the program for operational costs and must contribute to the operation of the site. Examples of in-kind contributions include donated curriculum materials to be used by the HFF site in working with families participating in the program, donated office space to house the HFF site staff or donated training.

A-3.9.3 Other Contributions consist of funds that cannot be counted as a cash contribution and are not considered part of the 25 percent (25%) contribution.

A-3.10 Additional Contributions

A-3.10.1 If the Provider receives cash or in-kind contributions that were not included with the original executed Subcontract, the Subcontractor must submit **Attachment 4-Additional Contributions** along with **Attachment 3b-Monthly Invoice, Revenue Summary and Payment Request** for the contributions received during the previous month. The donations listed on **Attachment 4** should also be applied to the monthly invoice in the appropriate funding columns, categories and line items.

A-3.10.2 If the contribution changes the Salaries and Wages category, staffing structure or the number of families served, the Provider must submit a contract amendment rather than **Attachment 4-Additional Contributions.**

A-3.11 Restrictions of Expenditures

Items expressly prohibited from purchase with these Subcontract funds include, but are not limited to, items such as flowers, awards, plaques, meals (excluding meals associated with travel per Chapter 112, F.S.) including bottled water, snacks, refreshments, decorative items, greeting cards, personal convenience items and promotional items. There are no promotional items that have a specific statutory authority. No promotional items are allowed to be purchased with these Subcontract funds. Promotional items include, but are not limited to ribbons, wrist bands, water bottles, lapel pens, mugs, or other items used to promote the site.

A-3.12 Travel Reimbursement

A-3.12.1 Mileage - Will be reimbursed no higher than the State rate of $.445 cents per mile. Any costs over this amount must be paid with Cash or In-Kind contributions.

A-3.12.2 Meals - Will be reimbursed at no higher than the following State rates of $6 for breakfast, $11 for lunch and $19 for dinner. If a tip is provided, it may not be more than 20% of the check and may not exceed allowable meal expense as listed above. Any cost over this amount must be paid with Cash or In-Kind contributions. Alcohol will not be reimbursed. Actual itemized receipts must be provided upon request.

EXHIBIT A SECTION 4: GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 Program or Service Specific Terms

A-4.1.1 Accelerated Services: HFF services offered to families who score 12 or less on the HFFAT in which they may move to Level 2 in less than six months once level change criteria have been met and may also complete services at an accelerated pace.

A-4.1.2 Advisory Committee: A group that advises/governs the activities of planning, implementation and/or assessment of program services. The group includes individuals who represent public and private agencies or organizations with knowledge of programmatic and administrative issues related to the provision of prevention services for families and their children and may also include child advocates and parent leaders.

A-4.1.3 Amendment: A document by which changes are made to an executed Subcontract. Changes requiring an amendment include, but are not limited to, adjustments in cost, services, time period and method of payment. Unless otherwise provided in the Subcontract, an amendment must be executed by both parties.

A-4.1.4 Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean PROVIDER.

A-4.1.5 Case Staffing: A meeting coordinated by the Provider with the Department of Children and Families (DCF), Community-Based Care staff, law enforcement agency and other service providers working with a family in the event a participant is referred to the Florida Abuse Hotline for an allegation of child maltreatment and the child protective investigation has a child maltreatment finding.

A-4.1.6 Child Maltreatment: Any willful act or threatened act that results in any physical, mental or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired. Child maltreatment includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute maltreatment when it does not result in harm to the child. Types of child maltreatment include physical, emotional, or sexual abuse, neglect or abandonment.

A-4.1.7 Circle of Parents: A mutual support and self-help program for parents that provides regular group meetings in a friendly, supportive environment led by parents and other caregivers.

A-4.1.8 Connect: Brand name for Coordinated Intake and Referral managed by Healthy Start Coalitions

A-4.1.9 Coordinated Intake and Referral (CI&R): A system that connects pregnant women, interconception women and families of children under the age of three to services to offset risk factors that may lead to poor pregnancy outcomes and/or poor developmental outcomes.

A-4.1.10 CI&R Referral: A referral for services that comes to a HFF site through the CI&R system and is considered a positive screen

A-4.1.11 Community-Based Care Lead Agency (CBC): A not-for-profit or government agency with which the Department Subcontracts for the delivery of foster care and related services.

A-4.1.12 Community-Based Organization: A private or public agency that has the fiscal and administrative capacity to implement the Healthy Families Florida program and has experience in administering home visiting or other prevention programs.

A-4.1.13 Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean FAHSC.

A-4.1.14 Child Protective Investigator (CPI): authorized agent in a professional position with the Department of Children and Families (Department) or a designated sheriff's office with the authority and responsibility of investigating reports of child abuse, neglect or abandonment received by the Florida Abuse Hotline.

A-4.1.15 Child Protection Services (CPS): Child welfare services including case management and judicial services following verified child maltreatment.

A-4.1.16 Enhanced Services: Additional or supplementary services offered by the HFF site that go beyond traditional or accelerated HFF services. Examples include, but are not limited to, family specialist services, navigator services, and Circle of Parents Groups.

A-4.1.17 Family Engagement Specialist (FES): A direct service staff member with responsibilities related to the engagement and enrollment of new families. The FES manages referrals, outreach to families referred, offers HFF services, conducts the HFFAT, connects families to other services in the community and maintains relationships with referral sources.

A-4.1.18 Family Goal Plan: An individualized working document that identifies the primary participant's family objectives and goals for home visiting services.

A-4.1.19 Family Support Engagement Specialist (FSES): A direct services staff member who is a home visitor with responsibilities related to the engagement and enrollment of new families. The FSES manages referrals, outreach to families referred, conducts the HFFAT, offers HFF services, connects families to other services in the community and maintains relationships with referral sources. They are also responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.

A-4.1.20 Family Support Specialist (FSS): A direct service staff member who is a home visitor. The FSS is responsible for building and maintaining an ongoing supportive relationship with families enrolled in home visiting services, initiating and maintaining regular long-term home visiting services, and providing referrals to other needed support services.

A-4.1.21 Florida Safe Families Network (FSFN): Formerly known as HSn, this is the State of Florida's web based statewide-automated child welfare information system.

A-4.1.22 Focus Child: A child whose birth resulted in the family being eligible for HFF services

A-4.1.23 Full-Time Equivalent (FTE): A position or positions whose total time worked in a week equals 40 hours.

A-4.1.24 Healthy Families America (HFA): A national initiative based at Prevent Child Abuse America that accredits Healthy Families programs and maintains the program standards that are based on a set of core critical program elements that are designed to ensure the quality of all Healthy Families statewide systems and independent affiliate programs by offering technical assistance, managing the accreditation process and sponsoring relevant research.

A-4.1.25 Healthy Families Florida (HFF): A nationally accredited community-based, voluntary home visitation program that is proven to prevent child abuse and neglect and other poor childhood outcomes by promoting positive parent-child relationships and child health and development. Home visiting services begin prenatally or soon after the birth of the baby and can last up to five years depending on the unique needs of the family. Families are also linked to a medical provider and other family support services they need during their participation in HFF. HFF is based on a set of research-based critical program elements and standards of the HFA model.

A-4.1.26 Healthy Families Florida Assessment Tool (HFFAT): A validated risk assessment tool developed by HFF that considers the individual's history, strengths and current level of challenges that may place the newborn at high risk for poor childhood outcomes, including child maltreatment.

A-4.1.27 Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996, as amended.

A-4.1.28 Healthy Families Parenting Inventory (HFPI): A valid and reliable outcome measure that was designed to examine change in nine parenting domains: Social Support, Problem-Solving, Depression, Personal Care, Mobilizing Resources, Role Satisfaction, Parent/Child Interaction, Home Environment and Parenting Efficacy.

A-4.1.29 Healthy Start Prenatal Screening Instrument (Universal Screening Tool/Prenatal Risk Screen): An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.

A-4.1.30 HIPAA Regulations: 45 Code of Federal Regulations, Parts 160, 162 and 164.

A-4.1.31 HIPAA Rules: Shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

A-4.1.32 Infant Risk Screen: A brief questionnaire administered shortly after the birth of a baby that helps the birthing facility to identify infants who are at increased risk of post-neonatal or infant mortality during the first year of life or at risk for adverse health and developmental outcomes.

A-4.1.33 Limited English Proficient (LEP): LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.

A-4.1.34 Mental Health Counselor: A licensed mental health counselor or clinical social worker who provides in-home counseling to participants who are experiencing mental health, substance abuse and/or domestic violence challenges.

A-4.1.35 Mental Health Enhancement: A dual-model approach to expanding and enhancing Healthy Families services. The purpose of the enhancement is to improve access to treatment for participants experiencing substance abuse, mental health and domestic violence challenges. The model includes development of a Mental Health Counselor Program and a Behavioral Healthcare Navigator Program.

A-4.1.36 Navigator: Assesses the participants' needs, develops a referral plan, coordinates referrals and conducts follow-up to ensure participants experiencing mental health, substance abuse and/or domestic violence challenges receive services from community providers.

A-4.1.37 Other Child: Child other than the focus child living in the home of the HFF participant for whom the participant is the caregiver.

A-4.1.38 Protected Health Information: Individually identifiable information created or received that relates to the past, present or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present or future payment for the provision of healthcare to an individual. See Title 45, CFR, Part 160.103.

A-4.1.39 Prenatal Risk Screen: An instrument developed jointly by HFF and the Florida Department of Health. It is voluntarily offered to all pregnant women seeking prenatal care in Florida and is designed to identify women who present with risk factors indicating a need for further assessment for Healthy Start or HFF.

A-4.1.40 Primary Participant: A mother, father or relative caregiver who is responsible for the target child and any non-target child living in the home.

A-4.1.41 Program Manager: A professional who is responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff.

A-4.1.42 Safety Plan: A plan created to control present or impending danger using the latest intrusive means appropriate to protect a child when a parent, caregiver, or legal custodian is unavailable, unwilling, or able to do so.

A-4.1.43 Single Point of Contact (SPOC): Ensures effective communication with deaf or hard-of-hearing customers or companions

A-4.1.44 State Fiscal Year (FY): A continuous twelve (12) calendar month period of time beginning on July 1 of each calendar year and ending on June 30 of each calendar year.

A-4.1.45 Supervisor: A professional who is responsible for the ongoing supervision of a family support specialist or family engagement specialist.

A-4.1.46 Targeted Geographic Service Delivery Area: A HFF service area within a county, multiple counties or a county that has a high incidence of child maltreatment or other risk factors identified by the Provider which may include population demographics, substance abuse, teen pregnancy or poverty.

A-4.1.47 Target Population: All pregnant families and families with newborns who are at risk for adverse health and developmental outcomes, including but not limited to child maltreatment, who live in the service area of a HFF site.

A-4.1.48 Traditional Services: HFF services offered to families who score 13 or more on the HFFAT or are receiving active CPS case management services. Traditional services follow all current HFA standards including minimum of six months on level one.

A-4.1.49 Unable to Locate Referral (UTL): A referral from CI&R in which the family has not been contacted and an initial intake has not been completed. HFF sites are to conduct outreach and a record referral screen for services if the family is contacted. UTL is not considered a positive screen.

A-4.1.50 Verified: When a preponderance of the credible evidence results in a determination that the specific injury, harm or threatened harm was the result of abuse or neglect, this finding is used.

EXHIBIT A SECTION 6: PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6 See HFF Policies and Procedures Manual for clarification.

EXHIBIT A SECTION 7: OTHER TERMS

A-7.9 Accreditation.

A-7.9.1 Maintain affiliation with HFA and be responsible for the designated annual affiliation fee upon notification by HFA.

A-7.9.2 Ensure compliance with the HFA Best Practice Standards and the HFA Model.

A-7.9.3 Participate in the HFA accreditation which includes the preparation of a self-assessment study when requested by HFF.

A-7.12 Employee Benefits

Ensure that all HFF core management and direct service staff are hired by the lead entity or Subcontractor as employees and receive the same benefits provided to other employees of the lead entity or Subcontractor.

EXHIBIT B - SCOPE OF WORK

B-1 Scope of Service.

Services delivered under this Subcontract are restricted to Healthy Families Florida (HFF) Home Visiting Services. This prevention program uses intensive, evidence-based home visiting services to meet the needs of families. The program is designed to improve the development and life outcomes of children and preserve and strengthen families with a primary emphasis on prevention of child maltreatment.

B-2 Major Subcontract Goals.

B-2.1 Program Goals, Process Objectives, Participant Outcomes and Indicators/ Measurements

All sites will be responsible for the Program Goals, Process Objectives, Participant Outcomes and Indicators/Measurements that are outlined in the matrix found in this section.

Goal Number #	Goal Statement
#1	Prevent the incidence of child abuse and neglect
#2	Enhance parents' ability to create stable and nurturing home environments
#3	Promote child health and development
#4	Promote self-sufficiency
#5	Increase parents' ability to develop positive parent-child relationships
#6	Ensure that families' social and medical needs are met
#7	Ensure families are satisfied with sites services

B-3 Service Area/Locations/Times.

B-3.1 Services will be provided to eligible families who live in **Highlands** County.

B-3.2 The targeted zip code areas include: **Countywide**

B-3.3 Services will be offered to eligible participants for a minimum of three years and up to five years, using the leveling criteria developed by HFF. Flexible hours (including weekends) must be established to the extent necessary to accommodate the schedules of working and in-school families.

B-4 Clients to be Served.

B-4.1 The **PROVIDER's** performance will be assessed based on the number of active participants receiving services each month.

B-4.2 The minimum number of families served per month for the term of this Subcontract shall be **61** per month for Fiscal Year 2025-2026. This includes **61** families using HFF dollars.

B-4.3 The PROVIDER shall maintain at least **52** active participants receiving services monthly, or 85% of its minimum number of families served of **61** participants or funding may be adjusted to align with lower level of services.

B-5 Client Eligibility.

B-5.1. Eligible primary participants are:

- **B-5.1.1.** Clients who sign a Participant Agreement & Rights Form that includes an informed consent statement that the program is voluntary.
- **B-5.1.2.** Clients who score "at risk" on initial risk screen or are referred by the Department, the Department of Juvenile Justice (DJJ), a Community Based Care Agency (CBC), Sherriff CPI or Early Childhood Court (ECC)
- **B-5.1.3.** Expectant parents and parents or caregivers of newborns experiencing stressful life situations.
- **B-5.1.4.** Clients who are at-risk families with children up to three (3) months of age at the time of the initial screen or referral.
- **B-5.1.5.** Clients who live in a targeted geographic service delivery area.
- **B-5.1.6.** Clients who have an open child protective investigation with pending findings of an allegation of child maltreatment.
- **B-5.1.7.** Clients who are referred from the Florida Abuse Hotline
- **B-5.1.8.** Clients who are actively receiving case management/child welfare services.

B-5.1.9. Clients who are actively engaged in Early Childhood Court services.

B-5.1.10. Pursuant to ss. 414.158(2)(a) and (b), F.S., eligible clients funded with Temporary Assistance to Needy Families shall meet the following criteria:

B-5.1.10.1. The family includes a pregnant woman or a parent with one of more minor children or a relative caregiver with one or more minor children; and

B-5.1.10.2. A voluntary assessment using the HFF assessment tool that indicates the family may benefit from services.

B-5.1.11. Pursuant to ss.414.095(2)(a), eligible clients funded with Temporary Assistance to Needy Families shall be a United States Citizen, or qualified non-citizen, as defined in ss.414.095(3), F.S.

B-6 Client Determination.

B-6.1 The Provider shall determine initial and on-going eligibility based on the terms and conditions of the contract and according to HFA standards and HFF policies and procedures.

B-6.2 Initiate services prenatally and at the birth of the baby (up to three months of age). Families living in the targeted areas identified in Section B.3 as listed above will be voluntarily screened for eligibility.

B-6.3 Sites must have established organizational relationships that ensure access to the target population for screening families to determine eligibility for HFF services. Screens may be offered prenatally and postnatally. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.

B-6.4 Use the HFFAT to determine service levels.

B-7 Equipment/Property.

B-7.1 Property

B-7.2.1. The word "property" as used in this section means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is 1 year or more, and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is $25 or more, and hardback-covered bound books, the value or cost of which is $250 or more. Each item of property which it is practicable to identify by marking shall be marked in the manner required by the Auditor General. Each custodian shall maintain an adequate record of property in his or her custody, which record shall contain such information as shall be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian shall take an inventory of property in his or her custody. The inventory shall be compared with the property record, and all discrepancies shall be traced and reconciled. All publicly supported libraries shall be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library shall constitute the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and shall serve as a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing shall be traced and reconciled, and the library inventory shall be adjusted accordingly.

B-7.2.2. When state property will be assigned to a Provider for use in performance of a contract, the title for that property or vehicle shall be immediately transferred to the Provider where it shall remain until this contract is terminated or until other disposition instructions are furnished by the Contract Manager. When property is transferred to the Provider, the Department shall pay for the title transfer. The Provider's responsibility starts when the fully accounted for property or vehicle is assigned to and accepted by the Provider. Business arrangements made between the Provider and its subcontractors shall not permit the transfer of title of state property to subcontractors. While such business arrangements may provide for subcontractor participation in the use and maintenance of the property under their control, the Department shall hold the Provider solely responsible for the use and condition of said property. Provider inventories shall be conducted in accordance with CFOP 80-2.

B-7.1 Property Responsibility - While such business arrangements may provide for Subcontractor participation in the use and maintenance of the property under their control, the OPFF/HFF shall hold the Provider solely responsible for the use and condition of said property.

B-7.2 Property Title - Title (ownership) to and possession of all property purchased by the Provider pursuant to this Subcontract shall be vested in the Department upon completion or termination of this Subcontract. During the term of this Subcontract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider shall be responsible for repaying to the Department the replacement cost of any property inventoried and not transferred to the department upon completion or termination of this Subcontract. When property transfers from the provider to DCF, the Provider shall be responsible for paying for the title transfer.

B-7.3 Property Provisions - Any Subcontract entered into by the Provider shall include provisions imposing obligations equivalent to the above on the Subcontractor with regard to any property purchased by the Subcontractors with funds provided by this Subcontract. Such Subcontract shall specifically state that Title (ownership) to and possession of all property purchased by the Subcontractor pursuant to this Subcontract shall be vested in the Department upon completion or termination of this Subcontract or the Subcontract, whichever first occurs.

B-7.4 Information Technology Resource Purchase (IRR) - The Provider must receive written approval from the OPFF/DCF prior to purchasing any Information Technology Resource or furniture with these Subcontract funds. The Provider will not be reimbursed for any Information Technology Resource or furniture purchases made prior to obtaining OPFF's approval. When purchasing technology equipment or furniture, the Provider must follow the **Attachment 23 – Protocol for Purchase of Property**, which includes instructions for submitting an **Attachment 23 - Information Resource Request (IRR)** form. If the IRR has property listed for disposal, then **Attachment 28 - Property Inventory and Disposal Form** will also need to be submitted with the IRR. All of these documents will be located in the HF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

B-7.5 IRR Funding - A formal Subcontract budget amendment is required prior to the purchase of any property item not specifically listed in the approved budget under the Operating Capital Outlay category.

B-7.6 Information Technology Resource Disposal - If the Provider replaces or disposes of property purchased by the Provider pursuant to this Subcontract (with HFF Grant Funding), the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's property inventory. When disposing of technological equipment or furniture, the provider must follow Attachment **24 - Protocol for the Disposal of Property** which includes instructions for **Attachment 28 - Property Inventory and Disposal Form.**

B-7.7 Property Inventory - If any property is purchased by the Provider with funds provided by this **Subcontract**, the Provider shall inventory all nonexpendable property, with a value or cost of $1,000 or more and/or has a normal expected life of greater than one (1) year, including all computers and furniture. Regardless of the acquisition cost or value, all technology (including but not limited to computers, including desktop, laptop computers, tablets) and specialty software other than Windows and Microsoft Office Suite must also be included in the inventory. By May 20th the provider shall submit a **"DRAFT" Attachment 28 -** Property Inventory and Disposal Form of all such property to Hffdeliverables@ounce.org. By June 21st the Provider shall submit a "**FINAL" Attachment 28 -** Property Inventory and Disposal Form of all such property to Hffdeliverables@ounce.org. This applies whether new purchases have been made or not. This list should contain all items purchased with OPFF/ HFF funds since the inception of the Sub-contractual relationship with the OPFF/ HFF. This document will be located in the HF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

B-7.8 Property Inventory Requirements – Per **Attachment 29- Protocol for the Cumulative Property Inventory List**, the inventory shall include, at minimum, the identification number; year and/or model; a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost;

funding source; and, information needed to calculate the federal and/or state share of its cost. The HFF contract specialist shall provide disposition instructions to the Provider prior to the end of the Subcontract period. The Provider cannot dispose of any property that reverts to the OPFF/Department without the HFF assistant director's approval. The Provider shall furnish a Final inventory by June 25 of each state fiscal year of the Subcontract, before the completion or termination of this Subcontract. The Final inventory shall include all nonexpendable property including all computers purchased by the Provider. The Final inventory shall contain, at minimum, the same information required by the annual inventory.

B-7.9 The Provider hereby agrees that all inventories required by this Subcontract shall be current, accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the Provider and the OPFF/HFF and shall be used in place of the original acquisition cost.

B-8 Subcontract Limits.

B-8.1 Requirements of Section 287.058, Florida Statutes, (F.S.)

The Provider shall provide units of deliverables, including reports, findings and drafts, as specified in this Subcontract. These deliverables must be received and accepted by the HFF Subcontract specialist in writing prior to payment. The Provider shall submit invoices as specified in Section C. Travel expenses shall be in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Subcontract. If rates are higher than what is allowed by the state, funds other than HFF grant funds must be used to make up the difference. To allow public access to all documents, papers, letters or other public records as defined in subsection 119.011(12), F.S. and as prescribed by subsection 119.07(1), F.S., made or received by the provider in conjunction with this Subcontract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of Subcontract for which the OPFF may unilaterally terminate this Subcontract.

B-8.2 All Terms and Conditions Included

This Subcontract and its attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations or agreements, either verbal or written between the parties. If any term or provision of this Subcontract is legally determined unlawful or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken.

The attachments are as follows:

Attachment 1 - Financial and Compliance Audit Instructions

Attachment 2 - HIPAA Addendum

Attachment 3 - Fiscal Documents Workbook

- **Attachment 3a -** Budget and Revenue Summary
- **Attachment 3b -** Monthly Invoice, Revenue Summary and Payment Request
- **Attachment 3c -** Request to Revise Budget with Amendment
- **Attachment 3d -** Request to Revise Budget with Adjustment

Attachment 4 - Additional Contributions

Attachment 5 - Certification Regarding Lobbying

Attachment 6 - Civil Rights Compliance Checklist

Attachment 7 - Single-Point-of-Contact Information

Attachment 8 - Organizational Chart

Attachment 9 - Mental Health Counselor Enhancement (If applicable to this subcontract)

Attachment 10- Behavioral Navigator Enhancement (If applicable to this subcontract)

Attachment 11- Circle of Parents (If applicable to this subcontract)

Attachment 12- Certification of Executive Compensation Reporting Requirements

The following forms will be found on the HFF Website http://www.healthyfamiliesfla.org/ in the Resource Library in the "Contract Related Forms".

Attachment 13- MOA Template
Attachment 14- Quarterly Narrative Report
Attachment 15- DCF Security Agreement Attestation
Attachment 16 - Foundations of Disability Rights Form
Attachment 17- HFF Standards of Confidentiality and Information Sharing Form
Attachment 18- Affidavit of Understanding of Confidentiality
Attachment 19- Protocols Ensuring the Protection of Human Subjects
Attachment 20- DCF Letter of Affidavit on Level 2 Background Screening
Attachment 22 - Information Resource Request Form
Attachment 23- Protocol for Purchase of Property
Attachment 24- Protocol for the Disposal of Property
Attachment 25- Protocol for Stolen-Lost-Destroyed Technology Equipment
Attachment 26- Protocol for Catastrophic Loss of Technology Equipment
Attachment 27- Property Transfer Document
Attachment 28- Property Inventory and Disposal Form
Attachment 29- Protocol for the Cumulative Property Inventory List
Attachment 30- Live Scan Background Screening Submission Form
Attachment 31- Affidavit of Good Moral Character
Attachment 34- Notification-Investigation Request CF 1934 Word version
Attachment 35- Promoting Safe and Stable Families Report (PSSF) (If applicable to this subcontract)
Attachment 36- Letter of Affidavit for E-Verify
Attachment 37– Monthly Number Served Report (pulled from Performance Management System)
Attachment 38- Foreign Countries of Concern Attestation (If applicable to this subcontract)
Attachment 39- Common Carrier Attestation (If applicable to this subcontract)
Attachment 40- Office of Inspector General's Request for Reference Check CF0774

The following attachments will be found by clicking on the links provided:

- **Attachment 32 -** Form I-9, Employment Eligibility Verification: (http://www.uscis.gov/sites/default/files/files/form/i-9.pdf)

The following forms will be sent by the contract specialist upon notification of updates from the specified Agencies or upon request:

- **Attachment 21 -** Letter of Affidavit for DCF Required On-line Training
- **Attachment 33 -** Advance Payment Request

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. Service Tasks.

C-1.1 Manner of Service Delivery - The Provider agrees to implement the HFF program based on the following critical elements/standards established by HFA and HFF:

C-1.1.1 Referrals for HFF Services - Initiate services prenatally and at the birth of the baby (according to HFF policies and procedures). Families living in the targeted areas identified in Exhibit B, Section 3 will be voluntarily screened for potential eligibility. All families with a positive screen for HFF or a referral from specific partners (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) shall be offered the opportunity to participate in voluntary services.

C-1.1.1.1. Referrals from CI&R constitute a positive screen and may be from a Prenatal Risk Screen, Infant Screen or other source.

C-1.1.1.2. Referrals from the Department, CBCs, Department of Juvenile Justice and Early Childhood Court are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.3. In counties where Sheriffs are local law enforcement child protective investigators, referrals from Sheriffs are considered positive screens and do not require use of the HFF Record Screen/Referral Form.

C-1.1.1.4. The HFF Record Screen/Referral Form will be used prenatally or postnatally for referrals from other agencies, self-referrals and in hospitals where an infant risk screen is not used. The Partner Referral Form will be used by specific partnering agencies (Department of Children and Families, Community Based Care agencies, Sheriff Child Protective Investigators, Early Childhood Court or Department of Juvenile Justice) to refer families to the program and bypass the scoring requirement.

C-1.1.2 Assessments - Sites must have a system for offering assessments prenatally and postnatally to families who choose to participate according to the timeline established in HFF Policies and Procedures. Sites must use the HFFAT for assessment purposes and the tool must be administered by a trained and certified staff member.

C-1.1.3 HFFAT - Use the HFFAT to develop a service plan for enrolled families and to identify families who participate in accelerated or traditional services as described in HFF Policies and Procedures.

C-1.1.4 Home Visiting Services - Offer home visiting services to families that volunteer to participate and provide positive outreach efforts to build family trust.

C-1.1.5 Participant Forms - Have every individual who volunteers to participate in HFF sign forms provided by HFF as outlined in the HFF Policies & Procedures, including but not limited to the following:

C-1.1.5.1. Participant Agreement and Rights;
C-1.1.5.2. Participant Confidentiality; and
C-1.1.5.3. Limited Authorization to Exchange Information.

These forms can be found on the HFF Website http://www.healthyfamiliesfla.org/ in the Resource Library. Any deviation from these forms provided by HFF must be submitted to the HFF Assistant Director and approved by HFF prior to use.

C-1.1.6 Length of Participant Services - Services must be offered for a minimum of three years. Services may last for up to five years using the leveling criteria developed by HFF. Flexible hours (including weekends) must be established to the extent necessary to accommodate the schedules of working and in-school families.

C-1.1.7 Cultural Awareness Requirements - Provide services that are sensitive to and that respect the cultural differences among participants. Staff and materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.

C-1.1.8 Program Focus - Provide program services focused on supporting parents and families, encouraging the interaction of both parents with their children, when appropriate, supporting parent-child interaction and child development and discussing health and safety practices with the family.

C-1.1.9 Referrals for Ancillary Services - Link all families to a medical provider to assure optimal health and development, such as timely immunizations and well-child care. The Provider will also provide linkages to additional services such as financial, food and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, domestic violence shelters, health insurance and other health services including family planning, depending on the families' needs. Sites must be knowledgeable of community resources and programs and will make appropriate agency referrals for participants being served.

C-1.1.9.1. Children who are eligible for Medicaid shall be referred to Child Health Check-Up, also known as Early Periodic Screening, Diagnosis and Treatment (EPSDT) services.

C-1.1.9.2. Provide opportunities for families to be involved in existing neighborhood support systems, such as faith-based organizations, schools, community centers and peer support groups.

C-1.1.10 Caseload Expectation - Ensure home visiting services are provided by FSSs with limited caseloads according to the following requirements:

C-1.1.10.1 Full-time FSS staff maintains weighted caseloads of not greater than 1:25 overall and 1:15 for the most intensive services.

C-1.1.10.2 Full-time FSS staff do not exceed a case weight of thirty points.

C-1.1.10.3 Each Provider/Subcontractor shall maintain the proper number of staff necessary to successfully implement the HFF program.

C-1.1.10.4 The Provider's performance will be assessed quarterly based on the number of active participants receiving services each month.

C-1.1.11 Staff Selection - Staff shall be selected based on their interpersonal skills (i.e., non-judgmental, compassionate, ability to establish a trusting relationship, etc.), knowledge of community resources, willingness to work with or experience working with culturally diverse communities and families and skills necessary to perform the job, as detailed in Section C-2.2 and HFF Policies and Procedures.

C-1.1.12 Staff Experience - Staff should have a framework, based on education or experience for handling the variety of experiences they may encounter when working with high-risk families. Minimum qualifications for core positions are included in Section C-2.2 and HFF Policies and Procedures.

C-1.1.13 Staff Training - HFF staff must receive intensive pre-service and in-service training specific to their role to understand the essential components of family assessment and home visitation according to the HFF Policies and Procedures.

C-1.1.14 Staff Supervision - Conduct ongoing, effective supervision for FSSs and FESs. The provider agrees to ensure adequate staffing so that FESs and FSSs receive ongoing weekly supervision according to HFF Policies and Procedures. The full-time direct supervisor to full-time staff ratio should not exceed 1:6.

C-1.1.15 Advisory Committee - Establish an advisory committee to serve in an advisory capacity in the planning and implementation of program related activities and to assess the progress of program activities.

C-1.2 Manner of Service Delivery for Enhanced Services - Refer to applicable Enhanced Services attachment as contracted for all services to be provided, contract deliverables, reports and the manner of service provision

C-2. Administrative Tasks.

C-2.1 Staffing

C-2.1.1 Staff Composition Table

The staff composition funded by HFF dollars and contributions is identified in the following table and based on a 40-hour work week.

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**

C-2.1.2 Organization Chart - Include a **black and white (No Colors**) **Attachment 8-**Organizational Chart using either Word or PowerPoint programs**. Attachment 8-Organizational Chart** shall indicate a flow of command and include not only the lead entity position providing oversight but should also include all positions providing HFF services. Include all core position titles listed under "Salaries & Wages" in the budget, the number of FTEs and the funding source (if there is more than one funder). If the funding for a position is split, provide the breakout by HFF/contribution/other FTEs.

C-2.2 Professional Qualifications

C-2.2.1.Assessment - Assessment services are provided by a trained and certified FES or FSES using the HFFAT and the assessment protocol described in HFF Policies and Procedures.

Family Engagement Specialist (FES) - Must have, at a minimum, a bachelor's degree with one (1) year of experience in working with families and children; or an associate's degree plus two (2) years' experience working with families; or a Child Development Associate (CDA) plus three (3) years' experience working with families; or a high school (H.S.) diploma or General Education Development (GED) plus four (4) years' experience working in a home visiting program (a bachelor's degree is preferred by HFF). FESs must have the following skills, experience and abilities: experience working with or providing services to children and families, experience and humility to work with culturally diverse families that are among the target population, the ability to establish trusting relationships and accept individual differences, knowledge of infant and child development, and willing to engage in building reflective capacity.

C-2.2.2.Home Visiting - If a family screens eligible for HFF services and volunteers to participate, a FSS is assigned to provide home visiting services based on HFA/BPS standards and HFF Policies and Procedures.

Family Support Specialist (FSS) - Must have, at a minimum, a H.S. diploma or GED and one (1) year of experience working with diverse families and children. FSSs must have the following skills, experiences and abilities: experience working with or providing services to children and families, experience and humility to work with culturally diverse families that are among the target population, the ability to establish trusting relationships and accept individual differences, knowledge of infant and child development, and willing to engage in building reflective capacity.

C-2.2.3.Supervision - Supervisors - Must have, at a minimum, a Master's degree or a bachelor's degree with three (3) years of experience working with diverse families and children or less than a bachelor's degree with four (4) years of commensurate HFA experience (a master's degree is

preferred by HFF). The Supervisor must have the following skills, experiences and abilities: a solid understanding and experience in supervising diverse staff with humility, as well as providing support in stressful work environments, knowledge of infant and child development and parent-child attachment, experience with family services that embrace the concepts of family-centered and strength-based service provision, knowledge of parent infant health and dynamics of child abuse and neglect, experience supporting culturally diverse communities/families, experience in home visitation with a strong background in early childhood prevention services, willingness to engage in building reflective practice, experience with reflective practice.

C-2.2.4. Program Management

Program Manager (PM) - Will be responsible for the day-to-day operations, establishing collaborative partnerships, coordinating training and providing overall supervision of staff. Additional duties of the program manager include but are not limited to: site compliance with Subcontract, if applicable, developing an internal quality assurance system, tracking program spending, reviewing data for accuracy, assuring timely entry of data into the HFF Tracking System and the HFF Staff Management System, preparing the quarterly and annual reports as required and acts as a liaison to HFF.

The program manager must have, at a minimum, a Master's degree or a bachelor's degree with three (3) years' experience and a solid understanding and experience in managing diverse staff with humility and administrative experience in human service or related program(s), including experience in quality assurance and continuous quality improvement, and willingness to engage in building reflective practice. If the program manager is supervising an FSS/FES, then the program manager also must meet the requirements for the Supervisor.

C-2.3 Subcontracting

C-2.3.1. Lead Agency - Highlands County, a political subdivision of the State of Florida, (HF Highlands), is the lead entity and has overall fiscal and programmatic responsibility for the program.

C-2.4 Collaborative Partnerships - The following agencies/organizations/individuals have expressed their support and commitment to the implementation and development of the HFF site.

C-2.4.a Cash Contributors: $207,417.18

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	$207,417.18	Cash contribution to cover operational expenses including salaries, travel, participant materials and office expenses.	Highlands County

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

C-2.4.c Other Funding: NA

C-2.4.d Memorandum of Agreement (MOA) - Provider agrees to develop and maintain a current Memorandum of Agreement with other home visiting programs/services and family support programs/services that are available in the area to ensure an integrated service delivery system for families MOAs may have term lengths between one (1) and five (5) yrs (dependent on partner agency requirements). The MOAs must be reviewed annually between HF and the partners, any revisions must be documented. MOAs are required for, but are not limited to, the following providers (if available in the county(ies) served).

Type of Agency or Program	MOA Agency Name	Detailed Type of Service	County Covered by MOA	Date MOA Expires
Early Learning Coalition	Early Learning Coalition of Florida's Heartland, Inc.	Administration of Early Learning Services including Resource & Referral, Pre-K and School Readiness programs.	Highlands County	6/30/2030
Healthy Start Coalition	Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.	Education, support and care coordination to eligible pregnant women, infants and their children with goal of reducing infant mortality and morbidity.	Highlands County	6/30/2030
Nurse Family Partnership (NFP)	Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.	Nurse home visitation services for at risk first time mothers.	Highlands County	6/30/2030
Local Healthy Start Provider	Healthy Start Coalition of Hardee, Highlands and Polk Counties, Inc.	Education, support and care coordination to eligible pregnant women, infants and their children with goal of reducing infant mortality and morbidity.	Highlands County	6/30/2030
County Health Department	Highlands County Department of Health	Dental Health, Family Health, WIC, Water Lab Testing, Vital Statistics, Community Health, Environmental Health & Epidemiology	Highlands County	6/30/2030
Community - Based Care Lead Agency (CBC)	Heartland for Children, Inc.	Provision of Services to children that have been abused or neglected. Services include: Foster Care, Case Management, Independent Living and Adoption.	Highlands County	6/30/2030
Child Protection (Department or Sheriff's Office)	Department	Child Protection Services/Investigations, Participate in Multi-disciplinary Staffings	Highlands County	6/30/2030
Parents as Teachers (PAT)		Not in our service area		
Florida First Start		Not in our service area		
Home Instruction for Parents of Preschool Youngsters (HIPPY)		Not in our service area		
Early Head Start	Redlands Christian Migrant Association, Inc.	Early Head Start, Voluntary VPK, Family Development Training	Highlands County	6/30/2030
Early Steps	Health Planning Council of Southwest Florida	Early Intervention Services for infants and children with severe developmental delays	Highlands County	6/30/2030
Mental Health Provider	Tri County Human Services, Inc.	Crisis Counseling, Mental Health Assessment, Individual, Group, and Family Therapy, Psycho-educational Groups and Classes, Psychiatric Consultation/Evaluation and Medication Management	Highlands County	6/30/2030

Substance Abuse Provider	Tri County Human Services, Inc.	Stabilization Assessment, Outpatient and Inpatient Substance Abuse Treatment, Self-Help Groups, Case Management.	Highlands County	6/30/2030
Domestic Violence (DV) Provider	Peace River Center for Personal Development, Inc.	Free assessments, shelter and related services to domestic violence survivors and their dependents including crisis intervention, problem solving skills, self-help groups, safety planning, information, referrals, and outreach services	Highlands County	6/30/2030
Teen Parent Program		Not in our service area		

C-2.5 Records and Documentation

C-2.5.1.Staff Vacancies

C-2.5.1.1 Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any site staff vacancies. If the program manager or a supervisor position becomes vacant, the site must submit a written transition plan to the HFF assistant director and Hffdeliverables@ounce.org within ten (10) working days of the vacancy.

C-2.5.1.2 Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days via e-mail when a staff position that has access to Florida Safe Families Network becomes vacant, so that access can be terminated.

C-2.5.1.3 Notify HFF via e-mail to Hffdeliverables@ounce.org of any position that remains vacant for thirty (30) working days or more.

C-2.5.1.4 In the event that a vacancy is created by an employee entering a family medical leave status, short-term disability, long-term disability status, or another long-term leave status, and the employee has exhausted all available paid leave hours (vacation, sick or paid time off), and the vacated position has not been temporarily filled within twenty (20) weekdays of exhaustion of all of the employee's paid leave hours, then the monthly invoice may not include costs related to that staff position. Provider shall notify the HFF Assistant Director within five (5) weekdays of employee's request to utilize any of the above listed leave status(s).

C-2.5.2. Employee Eligibility Verification Requirements

C-2.5.2.1 The Provider shall:

a. Enroll as a provider in the E-Verify program within 30 calendar days of Subcontract execution.

b. Verify all new HFF Grant and Contribution funded employees, including subcontracted employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility.

c. Complete and submit a notarized **Attachment 36 -** Letter of Affidavit for E-Verify FY 25-2 with the submission of this subcontract/amendment. **Attachment 36 -** Letter of Affidavit for E-Verify covers all HFF Grant and Contribution funded employees, including subcontracted employees.

d. All new HFF Grant and Contribution funded employees, including Subcontracted employees, assigned by the Provider/Subcontractor to perform work pursuant to the Subcontract with the OPFF and Department, shall be verified as employment eligible within three (3) business days after the date of hire; and

C-2.5.2.2 The Provider shall comply, for the period of performance of this Subcontract, with the requirement of the E-Verify program enrollment.

a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such cases, the Provider will be referred to a DHS or SSA suspension or debarment official.

b. During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Provider is excused from its obligations

under paragraph (a) of this clause, if the suspension or debarment official determines not to suspend or debar the Provider, then the Provider must reenroll in E-Verify.

C-2.5.2.3 Web site - Information on registration for and use of the E-Verify program can be obtained via the internet at the Department of Homeland Security Website http://www.dhc.gov/E-Verify.

C-2.5.2.4 Individuals previously verified - The Provider is not required by this clause to perform additional employment verification using E-Verify for any employee, including Subcontracted employees, whose employment eligibility was previously verified by the Provider through the E-Verify program.

C-2.5.2.5 E-Verify Grandfather Clause - Individuals performing work prior to the E-Verify requirement - Employees, including Subcontracted employees, assigned to and performing work pursuant to this Subcontract prior to February 04, 2011, do not require employment eligibility verification through E-Verify.

C-2.5.2.6 Evidence - Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.

C-2.5.2.7 Subcontracts - The Provider shall include the requirements of this clause, including this paragraph (f) (appropriately modified for identifications of the parties), in each Subcontract.

C-2.5.3. Employee Requirements

C-2.5.3.1. Have every employee, intern/volunteer upon hire, sign the following forms that are to be filed in each employee's personnel file**:**

C-2.5.3.1.1. Attachment 15 - DCF Security Agreement Form. This form shall also be signed upon hire and annually, upon DCF notification of updates, by all site staff;

C-2.5.3.1.2. Attachment 16 - Foundations of Disability Rights Attestation

C-2.5.3.1.3. Attachment 17 - Healthy Families Florida Standards of Confidentiality and Information Sharing;

C-2.5.3.1.4. Attachment 18 - Affidavit of Understanding of Confidentiality;

C-2.5.3.1.5. Attachment 31 - DCF Affidavit of Good Moral Character

C-2.5.3.1.6. Attachment 32 - Form I-9, Employment Eligibility Verification located at https://www.uscis.gov/i-9

C-2.5.4. Employment Documentation

C-2.5.4.1. Maintain the following documentation in each employee's personnel file:

a. A resume or job application including at least a two-year employment history check with starting dates, termination dates and the reason for termination;

b. A job description for each employee along with documentation;

c. A copy of the employee's diploma/GED or college degree, if required for the position;

d. A minimum of three verified employment references; and

e. A copy of a valid driver's license, if the employee is required to drive as part of their job duties.

C-2.5.4.2. Maintain annual performance evaluations and any disciplinary actions taken in the employee's personnel file.

C-2.5.5. Employment Screening

C-2.5.5.1. Ensure that all staff, including interns/volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127, and subsection 39.001(2), F.S. as a condition of employment and continued employment that shall include, but are not limited to:

a. Employment history checks;

b. Fingerprinting for all criminal records checks;

c. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement;

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

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

C-2.5.6. Level 2 Background Screening

C-2.5.6.1. Pay for Level 2 background screening checks on potential staff and obtain the results indicating they are cleared, prior to hiring them. The OPFF and the Department strongly encourage the Provider to use **Attachment 30 - Live Scan Background Screening Submission Form** located at http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf as opposed to hand card submissions, since it will take less time to receive the results. The Provider shall maintain the results of the screening either in an employee's personnel file or in a centralized background screening file located in the local personnel office.

C-2.5.6.2. Ensure that all staff are rescreened no less than five (5) years from their previous Level 2 background screening date

C-2.5.6.3. Submit an original notarized **Attachment 20- DCF Letter of Affidavit on Level 2 Background Screening** checks to Hffdeliverables@ounce.org attesting that all employees have been screened or re-screened, each fiscal year by November 30th. No facsimiles or scanned copies will be accepted. For HFF monitoring purposes, the Provider shall keep a list on file of all HFF grant and contribution funded staff employed, including employees of Subcontractors that are working as of October 1, each fiscal year. The list should include whether the staff have been screened or re-screened and that they were cleared.

C-2.5.6.4. Conduct and document at least three reference checks from unrelated individuals (preferably supervisors) on each HFF grant and contribution funded staff member selected for hire. Maintain results of the reference checks in each employee's personnel file.

C-2.6 Reports (programmatic and to support payment)

C-2.6.1. Data Submission - The Provider will input all screening, assessment and participant data into the HFF Tracking System as detailed in Section C-3.2.

C-2.6.2. Thriving Together Action Plan - Submit an annual **Thriving Together Action Plan** to Hffdeliverables@ounce.org by May 15th.

C-2.6.3. Annual Service Review - Submit a **Annual Service Review,** including all descriptions, analyses and plans according to instructions provided by the HFF central office, on the previous fiscal year to Hffdeliverables@ounce.org by October 15th.

C-2.6.4. HHS Monthly Summary Report Verification - Verification email from the Office of Civil Rights will be due close of business by the 3rd calendar day of the following month as detailed in Exhibit A1-7and A1-9.

C-2.6.5. Attachment 14 - Quarterly Narrative Report (QNR) – By the 15th of the month following each quarter, the Program Manager shall deliver a quarterly report containing a success story(ies) via e-mail to hffdeliverables@ounce.org for the previous quarter using the revised **Quarterly Narrative Report. S**ites delivering Mental Health Counselor, Navigator or Circle of Parents services must also complete the applicable sections of the QNR.

C-2.6.6. Attachment 37 - Monthly Number Served Report – By the 15th of the month following each month, the Program Manager shall deliver a monthly report containing numbers served for each month via e-mail to hffdeliverables@ounce.org for the previous month using the **Monthly Numbers Served Report** located in the Performance Management System.

C-3. Standard Subcontract Requirements. Provider will perform all acts required by Sections 4, 5 and 7 of the Standard Subcontract.

C-3.1 Required Participation

C-3.1.1 HFF Leadership Meeting - Attend the HFF Leadership Meeting in its entirety unless pre-approved by HFF Executive Director.

C-3.1.2 Program Managers' Conference Calls - Program managers must participate in the monthly Program Managers' Conference Calls and convey information to staff, as needed. If circumstances arise in which the program manager is unable to attend, the Provider must notify contract specialist via email to HFFdeliverables@ounce.org with the reason for the absence and the name of the person who will represent the program manager on the call.

C-3.1.3 Enhanced Services Conference Calls – Sites delivering enhanced services must participate in the applicable conference calls as scheduled by HFF.

C-3.2 Data Quality - Ensure data quality as follows:

C-3.2.1 Use the HFF data management systems maintained and hosted by the OPFF. The Provider will provide the computer hardware and software as well as the Internet resources necessary to utilize the HFF data management systems and the OPFF/ HFF FTP site.

C-3.2.2 Collect and enter data necessary to support ongoing program performance management and evaluation. The Provider will ensure that there is adequate staffing to support data collection and entry as well as data quality assurance.

C-3.2.3 Perform monthly quality assurance reviews for data accuracy and completeness. The Provider will maintain hard copy backup documentation for all data. The provider will input all screening, assessment and participant data into the HFF Tracking System by the 10th of the month following the month in which the service occurred. All staff data must be updated in the HFF Staff Management System by the 10th of the following month when there is a change in staffing. Staff closure dates must be entered on the date the staff leaves the position. Late submission of data may result in payment being withheld.

C-3.3 Program Amendment - Submit a program amendment if there are any changes in the program's service delivery, targeted areas for services and staffing patterns. Prior written approval from the HFF assistant director is required for any program changes. The request must outline the circumstances for requesting change. A statement must also be written as to how this change will enhance the quality of services. Submit Attachment 3c – Request to Revise Budget per guidelines provided by contract specialist.

C-3.4 Contract Performance - Be solely and uniquely responsible for the satisfactory performance of the tasks, activities and deliverables as described in this Subcontract. By execution of this Subcontract, the Provider recognizes its singular responsibility for the tasks, activities and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and shall be fully accountable for the performance thereof.

C-3.5 Community Education - Educate community partners and the public on HFF and the benefits of the program.

C-3.6 Mental Health Counselor Enhancement - Adhere to the provisions for Family Specialist Enhancement as listed in section C-2.6 and **Attachment 9- Mental Health Counselor Enhancement** if applicable.

C-3.7 Navigator Enhancement - Adhere to the provisions for Navigator Enhancement as listed in section C-2.6 and **Attachment 10-Navigator Enhancemen**t if applicable.

C-3.8 Circle of Parents Enhancement - Adhere to the provisions for Circle of Parents Enhancement as listed in section C-2.6 and **Attachment 11- Circle of Parents** if applicable.

C-3.9 Comply with Authorities - The Provider shall request written technical assistance from the HFF assistant director when deemed necessary to facilitate compliance with these authorities. The OPFF's failure to provide such technical assistance does not relieve the Provider of its responsibilities to ensure compliance with all State and Federal laws, rules and regulations or performance under the terms of this Subcontract.

C-3.10 Protected Health Information - Adhere to restrictions and conditions governing confidential Protected Health Information (PHI) [45 CFR 164.504(e)(2)(ii)]:

C-3.10.1 The Provider agrees not to use or disclose PHI except as permitted or required by this Subcontract, state or federal law.

C-3.10.2 The Provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Subcontract or applicable law.

C-3.10.3 The Provider agrees to report to the OPFF/ HFF any use or disclosure of the information not provided for by this Subcontract or applicable law.

C-3.10.4 The Provider hereby assures the OPFF/HFF that if any PHI received from the OPFF/HFF, or received by the provider on the OPFF's/HFF's behalf, is furnished to provider's Subcontractors or agents in the performance of tasks required by this Subcontract, that those Subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the Provider with respect to such information.

C-3.10.5 The Provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

C-3.10.6 The Provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

C-3.10.7 The Provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

C-3.10.8 The Provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the OPFF/HFF or created or received by the Provider on behalf of the OPFF/HFF available for purposes of determining the provider's compliance with these assurances.

C-3.10.9 The Provider agrees that at the termination of this Subcontract, if feasible and where not inconsistent with other provisions of this Subcontract concerning record retention, it will return or destroy all PHI received from the OPFF/HFF that the provider still maintains regardless of form. If not feasible, the protections of this Subcontract are hereby extended to that PHI, which may then be used only for such purposes as making the return or destruction infeasible.

C-3.10.10 A violation or breach of any of these assurances shall constitute a material breach of this Subcontract.

C-3.11 **HFF Child Protection Services –** Adhere to all Child Protection Services policies for determining eligibility, reporting abuse and neglect, working with families that become involved in CPS and reporting all removals and child deaths to the HFF senior program coordinator.

C-3.12 **TANF -** Complete a TANF status form in cooperation with all families enrolled in the HFF program for purposes of tracking the TANF status of participants. This information does not impact eligibility for HFF services.

C-3.12.1. The forms must be completed and the results entered into the HFF Tracking System no later than the fifth home visit.

C-3.12.2. The original form must be maintained in the participant's record for audit purposes.

C-3.12.3. The site must use the TANF status form provided by HFF.

C-3.12.4. The site must annually re-determine the TANF status of any family actively enrolled in HFF by July 31 of each fiscal year using a new TANF status form.

C-3.13 **Participant Satisfaction Survey -** Distribute Participant Satisfaction Survey questionnaires provided by the OPFF/ HFF in printed or digital format during the month of September to all enrolled families. The site must use the Participant Satisfaction Survey questionnaire developed by HFF according to the HFF policy.

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 & Electronic 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 3a – Initial Budget and Revenue Summary	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Attachment 3a
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 4.2.4 Attachment 5
Attachment 6 - Civil Rights Compliance Checklist		Hffdeliverables@ounce.org	Per Section 4.1.1.3 Attachment 6
Attachment 36 – Letter of Affidavit for E-Verify		Hffdeliverables@ounce.org	Per Section 7.8.1 Attachment 36
Attachment 38- Foreign Countries of Concern Attestation		Hffdeliverables@ounce.org	Per Section 4.2.2 Attachment 38
Attachment 39- Common Carrier Attestation		Hffdeliverables@ounce.org	Per Section 4.2.1 Attachment 39
Attachment 7 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and any changes since last submission	Hffdeliverables@ounce.org	Per Section 4.1.1.3 Attachment 7
Attachment 8 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 21 - Letter of Affidavit for DCF Required On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 4.1.1.3.7, 5.3.3.3, and 5.4.3
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 Invoice	Within 15 calendar days of the end of each month	lmarlowe@ounce.org	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b

Attachment 37 – Monthly Numbers Served Report		Hffdeliverables@ounce.org	Per Exhibit C-2.6.6
Attachment 14 - Quarterly Narrative Report	July 15, 2025 October 15, 2025 January 15, 2026 April 15, 2026	Hffdeliverables@ounce.org	Per Exhibit C-2.6.5
	July 15, 2026 October 15, 2026 January 15, 2027 April 15, 2027		
	July 15, 2027 October 15, 2027 January 18, 2028 April 17, 2028		
	July 17, 2028 October 16, 2028 January 16, 2029 April 16, 2029		
	July 16, 2029 October 15, 2029 January 15, 2030 April 15, 2030		
Auxiliary Aids and Services Plan	July 30, 2025 July 30, 2026 July 30, 2027 July 31, 2028 July 30, 2029	Hffdeliverables@ounce.org	Per Section 4.1.1.3.9
Proof of Insurance Coverage	September 30, 2025 September 30, 2026 September 30, 2027 September 29, 2028 September 28, 2029	Hffdeliverables@ounce.org	Per Section 4.8
Annual Service Review	October 15, 2025 October 15, 2026 October 15, 2027 October 16, 2028 October 15, 2029	Hffdeliverables@ounce.org	Per Exhibit C-2.6.3
Attachment 20 - Notarized Affidavit of Level 2 Background Screening	November 29, 2025 November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029	Hffdeliverables@ounce.org	Per Sections 4.16, C-2.5.5 and C-2.5.6
HFF Site Policies and Procedures	November 29, 2025 November 30, 2026 November 30, 2027 November 30, 2028 November 30, 2029	Hffdeliverables@ounce.org	Per Section D-3
Emergency Preparedness Plan	March 31, 2026 March 31, 2027 March 31, 2028	Hffdeliverables@ounce.org	Per Exhibit D-2

	March 30, 2029 March 29, 2030		
Thriving Together Action Plan	May 15, 2026 May 17, 2027 May 15, 2028 May 15, 2029 May 15, 2030	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Attachment 28 - Property Inventory and Disposal Form	**DRAFT** - May 20, 2026 **FINAL** - June 22, 2026 **DRAFT** - May 20, 2027 **FINAL** - June 21, 2027 **DRAFT** - May 22, 2028 **FINAL** - June 20, 2028 **DRAFT** - May 21, 2029 **FINAL** - June 20, 2029 **DRAFT** - May 20, 2030 **FINAL** - June 20, 2030	Hffdeliverables@ounce.org	Per Exhibit B-7.5, B-7.7 and B-7.8

D-2 Emergency Preparedness Plan.

D.2.1 By March 31st, the site must submit the emergency preparedness plan that shall include provisions for pre-disaster records, computers and office equipment protection and recovery plan that will allow the Provider to continue functioning in compliance with the executed Subcontract in the event of an actual emergency. The plan shall also include how staff will communicate during/following an emergency, how staff will work with families on preparing for emergencies and how staff will help families recover from an emergency. This update must be submitted to Hffdeliverables@ounce.org.

D.2.2 The OPFF agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the OPFF may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

D-3 Policies and Procedures

Submit the updated Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all Policies and Procedures, by **November 30th**. The updated Policies and Procedures must be submitted to Hffdeliverables@ounce.org.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1 Minimum Performance Measures.

E-1.1 Program Goals, Objectives, Participant Outcomes/Process Measures and Data Source/ Indicators

All sites will be responsible for the Program Goals, Process Objectives, Participant Outcomes and Indicators/Measurements that are outlined in the matrix found in this section.

Goal Number #	Goal Statement
#1	Prevent the incidence of child abuse and neglect
#2	Enhance parents' ability to create stable and nurturing home environments
#3	Promote child health and development
#4	Promote self-sufficiency
#5	Increase parents' ability to develop positive parent-child relationships
#6	Ensure that families' social and medical needs are met
#7	Ensure families are satisfied with site services

Goal #	Objectives	Participant Outcomes/ Process Measures	Data Source/Indicators
1	The HFF site will maintain required data on all enrolled participants and children to enable the Department of Children and Families to conduct a data match.	Ninety-five **(95)** percent of all children in families participating in the HFF program for more than six months shall have no findings of "verified" child maltreatment during services.	➢ Findings of "verified" abuse or neglect through match of HFF database to the Department database
		Ninety-five **(95)** percent of all children in families who complete the program will have no findings of "verified" child maltreatment during the 12 months following completion.	➢ Findings of "verified" abuse or neglect through match of HFF database to the Department database
1	Enrollments will occur prenatally or within the first three months after the birth of the focus child.	Eighty **(80)** percent of all families will enroll in the program prenatally or within the first three months after the birth of the focus child.	➢ HFF data system ➢ Initial home visit date compared to focus child DOB
1 & 6	The HFF site will maintain data on disclosures of subsequent pregnancies including the Estimated Due Date.	Eighty **(80)** percent of mothers enrolled in the project will not have a subsequent pregnancy within two years of the focus child's birth.	➢ HFF data system ➢ Repeat pregnancy of all participating mothers
1, 3 & 6	All focus children will receive their immunizations according to the schedule recommended by the Centers for Disease Control.	Eighty **(80)** percent of focus children enrolled in the site will be fully immunized by 24 months of age.	➢ HFF data system ➢ Immunizations completed by 24 months and documented in participant's file
1, 3 & 6	All focus children served by the HFF site will receive well-child checks according to the intervals prescribed by the American Academy of Pediatrics.	Eighty-five **(85)** percent of focus children will be up-to-date with well-child checks at 24 months of age.	➢ HFF data system ➢ Well-child checks up-to-date on tracking form in participant's file
		Eighty-five **(85)** percent of focus children over 24 months old will have the most recent well-child checks according to the schedule.	➢ HFF data system ➢ Well-child checks up-to-date on tracking form in participant's file

1, 2 & 4	Participants will be assessed after enrollment to determine if there is a need for linking to employment services or some type of self-sufficiency improvement program.	Eighty **(80)** percent of primary participants that close on level three, level four or complete the program will have improved or maintained self-sufficiency while enrolled in the program.	➢ HFF data system ➢ Participant involvement in self-sufficiency activities during services such as completing high school/GED, a college degree, accomplishing certain training /treatment objectives, or the participant/non-primary participant maintaining employment for at least six consecutive months
1, 3 & 6	All focus children served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment.	Ninety **(90)** percent of focus children enrolled in the site six months or longer will be linked to a medical provider.	➢ HFF data system ➢ Documentation of medical provider in participant's file
1, 3 & 6	All primary participants served by HFF site will be linked to a medical provider for preventive health care within six months of enrollment.	Ninety **(90)** percent of primary participants enrolled in the site six months or longer will be linked to a medical provider.	➢ HFF data system ➢ Documentation of medical provider in participant's file
7	The HFF site will administer a Participant Satisfaction Survey every September.	Ninety-five **(95)** percent of families receiving home visiting services will report an overall satisfaction with the services they received.	➢ Participant Satisfaction Survey completed at least one time a year
1, 6 & 7	Assessments will be completed for all families within 30 days of enrollment in order to inform service planning.	Ninety **(90)** percent of all families are assessed within 30 days of enrollment.	➢ HFF system ➢ Date of entry into program ➢ Date of HFF assessment tool
1, 2, 3, 4, 5 & 6	HFF staff will develop an initial Family Goal Plan with the family within 90 days of enrollment.	Ninety **(90)** percent of families participating in the site will develop a Family Goal Plan with their home visitor within the first 90 days of enrollment.	➢ HFF data system ➢ Family Goal Plan maintained in participant's file ➢ Date of initial Family Goal Plan
1, 3 & 6	All focus children enrolled in HFF will be screened for appropriate age development.	Ninety **(90)** percent of focus children will receive age appropriate developmental screenings according to schedule using the Ages and Stages Questionnaire 3, Third Edition (ASQ 3).	➢ HFF data system ➢ Developmental screening instrument maintained in participant's file ➢ Screens completed at designated intervals: 6, 12, 18, 24, 30, 36, 48, 60 months.
1, 3 & 6	All focus children enrolled in HFF will be screened for appropriate social-emotional development.	Ninety **(90)** percent of focus children will receive age appropriate social-emotional screenings according to schedule using the Ages and Stages Questionnaire: Social Emotional, Second Edition (ASQ:SE-2).	➢ HFF data system ➢ Social-emotional developmental screening instrument maintained in participant's file ➢ Screens completed at designated intervals: 12, 24, 36, 48 months.
1, 2 & 5	HFF staff will assess parent-child interaction, attachment and bonding with a validated tool twice annually.	Ninety **(90)** percent of participants will be administered the CHEERS Check-In (CCI) Tool according to schedule.	➢ HFF data system ➢ CCI tool maintained in participant's file ➢ Administrations completed at designated intervals:

1, 2, 3, 4, 5 & 6	All families will receive home visits according to their assigned level.	Seventy-five **(75)** percent of participants will have received at least seventy-five **(75)** percent of home visits according to the participant level.	➢ HFF data system ➢ Number of visits completed
1, 2, 3, 4, 5 & 6	Sites will implement effective engagement and retention strategies respectful of the families' needs in an effort to improve retention of families.	Sixty-five **(65)** percent of families that enrolled 12 to 24 months earlier will be retained for at least 12 months.	➢ HFF data system
1, 2, 3, 4, 5 & 6	HFF staff will administer the Healthy Families Parenting Inventory (HFPI) at baseline (within 45 days of the focus child's DOB, or if enrolling postnatally, within 45 days of enrollment in the program).	Eighty-five **(85)** percent of participants will have the baseline HFPI administered to them within the designated time period.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at baseline
1, 2, 3, 4, 5 & 6	HFF staff will administer a subsequent HFPI six months after the baseline, and again at 12 months if an area of concern is identified at six months.	Eighty-five **(85)** percent of participants will have the subsequent interval of the HFPI administered to them according to the designated intervals for the tool.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at designated intervals
1, 2, 3, 4, 5 & 6	HFF staff will work with the family to increase the participant's protective factors and to improve in at least one area on which the participant had a low score.	Eighty-five **(85)** percent of participants who were low on one or more HFPI subscales will improve on at least one of the low subscales from baseline to six months.	➢ HFF data system ➢ HFPI maintained in participant's file ➢ Tool administered at baseline and 6 month intervals ➢ HFPI scores
1, 2, 5 & 6	Participants will be screened for depression at least once prenatally if participant is enrolled prenatally.	Eighty **(80)** percent of participants that enroll prenatally will have the Edinburgh Postnatal Depression Scale (EPDS) administered to them at least once prenatally.	➢ HFF data system ➢ EPDS maintained in participant's file ➢ Tool administration date
1, 2, 5 & 6	Participants will be screened for postnatal depression within three months of the focus child's DOB, or if enrolling postnatally, within three months of enrollment.	Eighty **(80)** percent of participant will have the EPDS administered to them within the designated time period after the birth of the focus child.	➢ HFF data system ➢ EPDS maintained in participant's file ➢ Tool administration date
1, 2, 5 & 6	Participants will be screened for postnatal depression within three months of birth of any subsequent children into the program.	Eighty **(80)** percent of participant will have the EPDS administered to them within the designated time period for any subsequent pregnancies.	➢ HFF data system ➢ EPDS maintained in participant's file ➢ Tool administration date

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures 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 the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

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

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit

Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, 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.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Ounce of Prevention Fund of Florida pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

A. Contract manager for this contract (1 electronic copy, 1 hard copy and management letter, if issued)

OPFF/Healthy Families Florida
Attn: Suzie Godfrey
111 North Gadsden Street
Tallahassee, FL 32301
Email address: sgodfrey@ounce.org

B. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

C. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

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

Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

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

ATTACHMENT 2

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.

1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.2.4. "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function , activity, service , other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal

enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;

2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;

2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).

2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;

2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;

2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department ;

2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);

2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;

2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;

2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:

3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.

3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.

3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.

3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.

3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).

3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).

3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:

5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;

5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or

5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health

information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and

5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

Attachment 3a- Initial Budget and Revenue Summary

Funding Period: 7/1/2025 - 6/30/2026		**FY 2025-2026**			
Lead Entity: Highlands County BOCC					
Project Name: HF Highlands					
Contract # 25-30-42					
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)	**$75,920.00**	$75,920.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $75,920
2 Supervisor (1FTE)	**$49,578.00**	$49,578.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $49,578
3 Family Support & Engagement Specialist (1 FTE)	**$37,919.00**	$37,919.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $37,919
4 Family Support & Engagement Specialist (1FTE)	**$37,919.00**	$37,919.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $37,919
5 Family Support & Engagement Specialist (1 FTE)	**$37,919.00**	$37,919.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $37,919
6 Family Support & Engagement Specialist (1 FTE)	**$37,919.00**	$37,919.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $37,919
7 Data Entry Clerk (1 FTE)	**$39,062.00**	$39,062.00	$0.00	$0.00	HFF - 1.0 FTE @ annual salary of $39,062
Subtotal Salaries and Wages	**$316,236.00**	**$316,236.00**	**$0.00**	**$0.00**	
B. Payroll Taxes and Benefits (%)	**$186,958.00**	$27,227.00	$159,731.00	$0.00	HF - 37% (27,227) Cash Contribution - 63% (132,504) - FICA 7.65% =**$24,192** Retirement **13.63**% =- **$43,103** W/C 0.31 % =**$981**, Life and health insurance annual ($13065/annual cost x 7 FTEs) = **$91,455.**
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	**$7,931.00**	$0.00	$7,931.00	$0.00	**Cash contribution** Client Device Manag. 7@ 9.86/ea=**69,** Network Device Managment **$2674,** Copmputer storage **$2699,** BMC Track IT=**$36,** Central Sq shared cost **$1204** Internethardware =**$464**, Microsoft support =$**436,** Topquest engaged package =**$349.**
Subtotal Program Consultants & Contractual	**$7,931.00**	**$0.00**	**$7,931.00**	**$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	**$500.00**	$0.00	$500.00	$0.00	**Cash contribution-** $500 in safety itmes
2. Parent Education Materials	**$0.00**	$0.00	$0.00	$0.00	
3. Children's Books	**$0.00**	$0.00	$0.00	$0.00	
4. Developmental Toys	**$0.00**	$0.00	$0.00	$0.00	
5. Other	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Participant Educational Materials	**$500.00**	**$0.00**	**$500.00**	**$0.00**	

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

F. Consumable Program Supplies	**$400.00**	$0.00	$400.00	$0.00	**Cash contribution-** $400 Participant event supplies, paper plates, decorations, utensils, tablecloths, napkins, crafts, GGK activities supplies, 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 Incentives	**$700.00**	$0.00	$700.00	$0.00	**Cash contribution**-$700 Participant Incentives - gift cards and new baby gifts etc.
4. Emergency Assistance	**$0.00**	$0.00	$0.00	$0.00	
5 Car Seats,Pack-N-Play,Diapers &	**$0.00**	$0.00	$0.00	$0.00	
6. 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	**$3,713.00**	$0.00	$3,713.00	$0.00	**Cash Contribution-** for the cost of 4 cell phones @ $41/month each for 12 months=**$1968**, Cisco phone charges for 7 employees @$128 each/annual cost =**$896**, Internet Connectivity 7 @121.29 each/annual cost =**$849.**
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 of 7 percent. $**4232** per month X7 %=$**296.24**. Water: $**213** divided by 100 employees = $**2.13** multiplied by 7 **HF staff =** $**14.91.** ($**296.24** + **14.91=$311.15** 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	**$2,160.00**	$0.00	$2,160.00	$0.00	**Cash contribution- $ 2160** Direct cost estimated price of cash contribution. $**1800** for staff office supplies including pens, pencils, file folders, outreach folders, staples, post it notes, envelopes, etc. Copy paper 8 boxes @$45.00/ea.=**$360.00**
5. Copying	**$500.00**	$0.00	$500.00	$0.00	**Cash contribution-** Est. annual B/W images 92,391 copies @.0046 =$425 (rounded). Annual color images est. 1,893 copies @.0396 per print.=$75.00 (rounded).
Subtotal Office Expenses	**$10,406.80**	**$0.00**	**$6,673.00**	**$3,733.80**	
I. Operating Capital Outlay					
1. Machinery & Equipment (phones)	**$0.00**	$0.00	$0.00	$0.00	
2. Computers & Software	**$6,308.00**	$0.00	$6,308.00	$0.00	**Cash contribution-** Adobe Acrobat PRO DC- 3@ 103/ea=**$309**, Cisco Flex license 7@58.43=**$409**, Cynber Security 7@36.86/ea =**$258**, Dell 7 @ 25.86/ea =**181**, Executime license 7@ 17.57/ea =**$123,** Intune Suite 7@ 25.86=**$181,** Security Awareness 7 @19/ea=$**133**, Microsoft Office Licnese 7@608/ea =**$4256,** Microsoft Office Veeam Back up- 7 @14/ea =**$98,** Patchmypc 7 @7.86=$**55**, Remote Access 1@**$305.**
3. Furniture	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Operating Capital Outlay	**$6,308.00**	**$0.00**	**$6,308.00**	**$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	**$580.00**	$0.00	$580.00	$0.00	**Cash contribution** - $580 Program vechile repair and mantainence
L. Insurance	**$2,785.00**	$0.00	$2,785.00	$0.00	**Cash contribution**- Property & Casualty Liability Insurance at a cost of 7 FTE @ $275 each = **$1,925** paid in full annually. Vehicle Insurance **$860.00** Annually cost for 1 SUV
M. Staff Travel					

Ounce of Prevention Fund of Florida
Healthy Families Florida
Budget and Revenue Summary

Attachment 3a- Initial Budget and Revenue Summary

1. Home Visiting Travel Costs	**$11,900.00**	$0.00	$11,900.00	$0.00	**Cash contribution**- $**11,900=** HF direct program cost based on previous years program mileage cost incurred by 4 direct program staff @ an average of $991.67 per month, 1416.67 miles @.70.
2. Training Travel Costs	**$1,500.00**	$0.00	$1,500.00	$0.00	**Cash Contribution**- $1500= 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	**$521.00**	$0.00	$521.00	$0.00	**Cash Contributions**- $521 -HFF Leadership Conf. room x 2 nights = **$338**(169/night), meals - **$76** , milage 52 round trip @.70/mile =**$107** (rounded)
Subtotal Staff Travel	**$13,921.00**	**$0.00**	**$13,921.00**	**$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	**$200.00**	$0.00	$200.00	$0.00	**Cash Contribution** - $200. HFA Core training for new 2 staff
Subtotal Registration Fees	**$200.00**	**$0.00**	**$200.00**	**$0.00**	
O. Membership Fees and Subscriptions					
1. HFA Affiliation Fee	**$3,087.50**	$0.00	$3,087.50	$0.00	**Cash Contribution**- Healthy Families America Affiliation Fee @ 4 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	**$3,087.50**	**$0.00**	**$3,087.50**	**$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 @ $.25 = $250
R. Other Allowable Costs					
1. Vehicle expenses	**$2,600.00**	$0.00	$2,600.00	$0.00	**Cash contribution-** 800 gallons @$3.25/gal
2. Other	**$0.00**	$0.00	$0.00	$0.00	
Subtotal Other Allowable Costs	**$2,600.00**	**$0.00**	**$2,600.00**	**$0.00**	
DIRECT EXPENSES TOTAL	**$571,417.58**	**$343,463.00**	**$207,528.18**	**$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)	**$623,800.58**	**$343,463.00**	**$207,528.18**	**$72,809.40**	
REVENUE SUMMARY					
(List Revenue Sources)					
1. Healthy Families Florida	**$343,463.00**	$343,463.00	$0.00	$0.00	HFF Base Amount $343,463
2. Highlands County Board of County Commissioners	**$280,226.58**	$0.00	$207,417.18	$72,809.40	
Total Anticipated Revenue (Must equal Grand Totals above)	**$623,689.58**	**$343,463.00**	**$207,417.18**	**$72,809.40**	

ADDITIONAL CONTRIBUTIONS
MONTH/YEAR: _____

Instructions: Please provide detailed information below for each new contribution, (that was NOT included in the original executed contract) and submit with your monthly invoice.

In-Kind **Contributions**				
Date	**Donor**	**Company**	**Amount**	**Detailed Description**
		Subtotal		
Cash **Contributions**				
Date	**Donor**	**Company**	**Amount**	**Detailed Description**
		Subtotal		

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: _____ Date: 4/3/25

Application or Contract ID Number: HF 25-30- 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

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 Commissioners	Highlands	10

Corporate Mailing Address
600 S Commerce Ave

City, State, Zip Code	Main Telephone Number
Sebring Fl 33870	863-402-6500

DCF Contract(s) Number(s)	Total Contract(s) amount $	Total amount of federal funding $	Total amount of state funding $
LJ959	$285,818,130.00	$116,763,954.28	$169,054,175.72

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	4-11-2025

PART I.

1. Describe the geographic area served and the type of service(s) provided: Service provided by the HCBOCC include 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: 4-11-2025

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
5	20	20	60	0	100	0	0

4. Number of Clients Participating or Served. Effective date: 4-11-2025

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
41	66	32	44	2	100	0	0

5. Advisory or Governing Board, if applicable.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Male	% Disabled
7	57	29	14	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. For race, our client composition consists of 19% less White, 21.5% more Black and 0.6 % less of Other.	☐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. verbal, written, 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. 0	
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.	☐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. We are a home visitation program and we do not provide housing or residential services	☐Yes ☐No ☒NA
18. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, please explain. We do not have these items on site but we do have a policy and procedures in place to be able to access auxiliray aids though community resources when needed.	☒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.). We have bilinugual staff available to assist as needed	☒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
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. Staff complete the online HIPPA and ADA Deaf and Hard of Hearing upon hire and annually.	☒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. We do not conduct 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 7

Instructions: Please provide the Single-Point-of-Contact information for the lead entity, project and, if applicable, one for each subcontractor.

Contract #: HF-25-30-42 Project Name: HF Highlands Date Completed: 4/11/2025

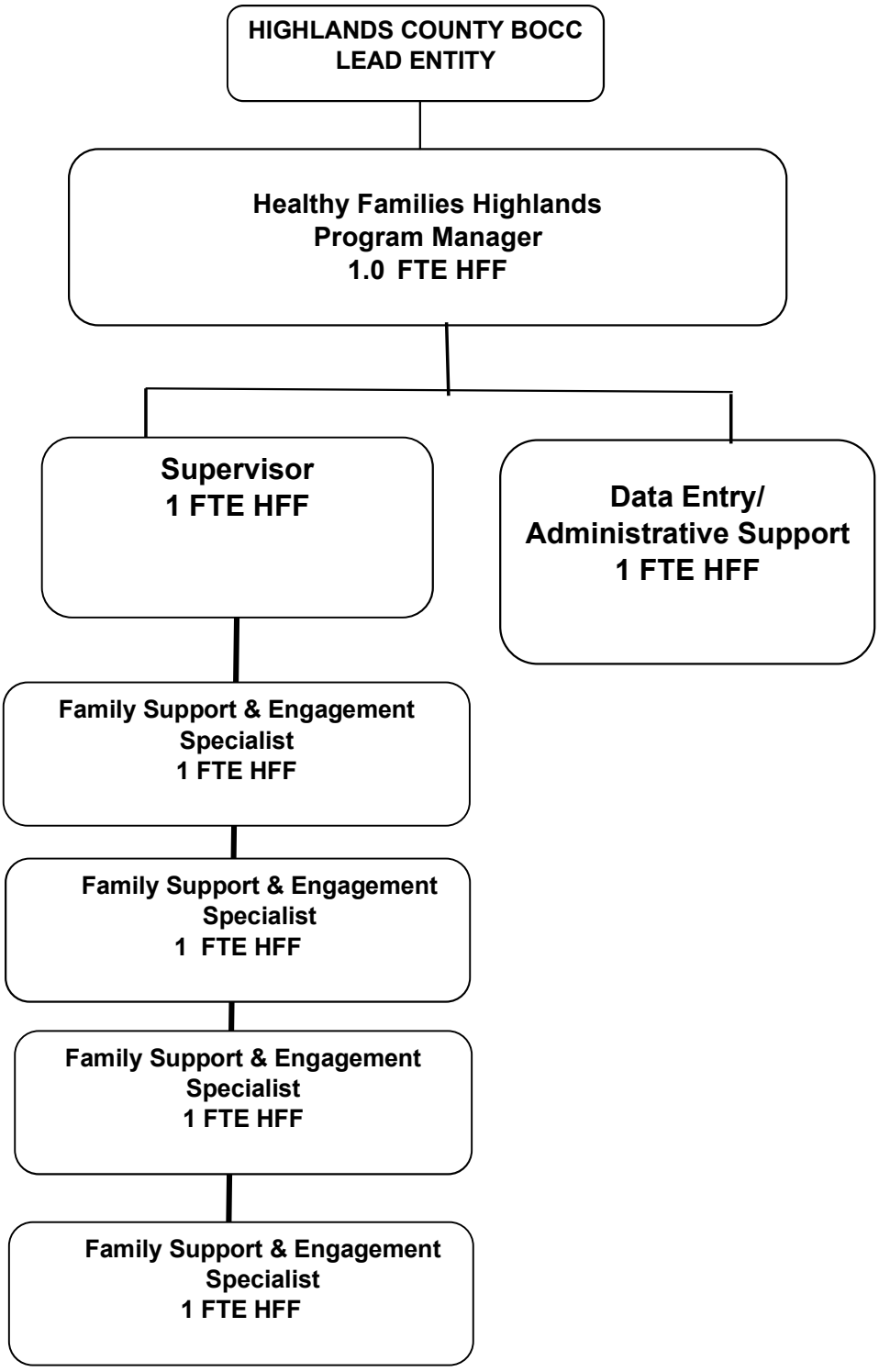
Name	Date SPOC training completed	Position/Title	Agency	Street Address	Mailing Address	Telephone Number	E-Mail Address
Cynthia Acevedo	3-31-2025	Program Manager	HCBCC	7205 S George Blvd Sebring Fl	7205 S George Blvd Sebring Fl	863-402-6628	cacevedo@highlandsfl.gov

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: 4/11/2025

Healthy Families Highlands



Mental Health Counselor Enhancement

A. Services to be Provided

A-1. Major Program Goal

Provide in-home counseling services to Healthy Families participants who are referred by the family support specialist. Services will be provided by a licensed clinician, referred to hereinafter as a mental health counselor, for treatment of substance abuse, domestic violence and mental health challenges.

A-2. Participants to Be Served

A-2.1. General Description

The minimum number of participants served by the mental health counselor per calendar month (caseload) shall be 15. The maximum caseload per calendar month shall be determined by the family specialist and provider based on the intensity of services needed by enrolled participants.

A-2.2. Participant Eligibility

Healthy Families participants who have experienced or who are experiencing substance abuse, domestic violence or mental health issues identified at assessment or during services as needing in-home counseling services.

B. Manner of Service Provision

B-1. Service Tasks

B-1.1. Task List

B-1.1.1. The mental health counselor shall perform the following tasks:

B-1.1.1.1. Provide direct services for participants:

B-1.1.1.1.1. Collect referrals for mental health counselor services and determine eligibility based on risk factors;

B-1.1.1.1.2. Conduct psychosocial assessments;

B-1.1.1.1.3. Provide ongoing individual, relationship and family in-home counseling services;

B-1.1.1.1.4. Refer for specialized services and follow-up with family and service providers on those services;

B-1.1.1.1.5. Develop and update treatment plans; and,

B-1.1.1.1.6. Accompany the family support specialist on home visits, as appropriate.

B-1.1.1.2. Provide collaboration and consultation services for family support specialists and other team members:

B-1.1.1.2.1. Review home visiting and supervision records;

B-1.1.1.2.2. Lead/facilitate staff briefings and meetings with family support specialists and other team staff;

B-1.1.1.2.3. Provide consultations to family support specialists and other team members;

B-1.1.1.2.4. Provide training to family support specialists and other team members, when necessary, on topics related to infant mental health and working with participants with challenging issues;

B-1.1.1.2.5. Participate in service planning for participants; and,

B-1.1.1.2.6. Participate in supervision meetings between the family support specialist and the family support specialist supervisor, as appropriate.

B-1.1.1.3. Attend Training:

B-1.1.1.3.1. Attend the mental health counselor core training provided by HFF within 90 days of hire;

B-1.1.1.3.2. Attend domestic violence training provided by HFF, within the recommended HFF timeline guidelines;

B-1.1.1.3.3. Attend substance abuse, and child abuse and neglect training provided by HFF unless special certification or training has been acquired on the topic, within the recommended HFF timeline guidelines. Approval by HFF is required;

B-1.1.1.3.4. Share other training attended by the mental health counselor with HFF.

B-1.1.2. The provider shall perform the following tasks and deliver all reports as specified in Section B.4.2., Reports:

B-1.1.2.1. Collect data, ensure timely and accurate data entry and ensure completeness of data for services provided by the mental health counselor, referrals to the mental health counselor, referrals made by the mental health counselor and outcomes for referrals made to or by the family specialist in the HFF Data System by the 10th of the following month.

B-1.1.2.2. Follow the Mental Health Counselor policies and procedures and the data collection guidelines provided by HFF.

B-1.1.2.3. Perform monthly quality assurance reviews for data entry, accuracy, completeness and entry into the HFF Data System.

B-1.1.2.4. Conduct regular meetings with mental health counselor to review referral process, caseload and family progress.

B-1.1.2.5. Administer the Participant Satisfaction Survey and Staff Satisfaction Survey for Mental Health Counselor Services when directed by the Ounce Research, Evaluation and Systems Unit. The project must distribute the Mental Health Counselor Satisfaction Questionnaire for Participants in printed or digital format to current and previously enrolled participants. The project must distribute the Mental Health Counselor Satisfaction Questionnaire for HFF Staff in digital format to all current direct service staff and supervisors. The project must use questionnaires developed by the Ounce of Prevention Fund/HFF.

B-1.1.2.6. Participate in HFF Mental Health Counselor conference calls and convey information to other staff, as needed. The mental health counselor is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the program coordinator prior to the call.

B-1.2. Task Limits

No fees shall be charged to persons receiving services.

B-2. Staffing Requirements

B-2.1. Staffing Levels

These funds are for one mental health counselor position, full-time equivalent reflected on the attached approved organizational chart and approved budget.

B-2.2. Professional Qualifications

B-2.2.1. The mental health counselor shall have a Master's degree in psychology, social work, counseling or similar degree from an accredited college or university, have a current, or be in process of receiving, Florida license (LCSW, LMHC or LMFT) and a minimum of two (2) years of experience providing individual and/or family therapy to those affected by domestic violence, mental health or substance abuse.

B-2.2.2. Employment Screening - The provider shall ensure that all staff in sensitive positions, including volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127 and subsection 39.001(2), F.S.[78]

as a condition of employment and continued employment that shall include, but are not limited to:

B-2.2.2.1 Affidavit of Good Moral Character: (http://www.dcf.state.fl.us/programs/backgroundscreening/forms.shtml)

B-2.2.2.2 Employment history checks;

B-2.2.2.3 Fingerprinting for all criminal record checks, using the Live Scan Background Screening Submission Form: (http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf);

B-2.2.2.4 Statewide criminal and juvenile delinquency record checks through the Florida Department of Law Enforcement;

B-2.2.2.5 Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

B-2.2.2.6 Security background investigation, which may include local criminal record checks through local law enforcement agencies;

B-2.2.2.7 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

B-2.2.2.8 The Provider must submit an original notarized **Letter of Affidavit on Level 2 Background Screening** each State fiscal year for the term of the Subcontract stating that all required staff has been screened or the Provider is awaiting the results of screening. This document is located on the Resource Library

B-2.3. Staffing Changes

Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any change or vacancy in the mental health counselor position.

B-2.4. Subcontractors

These services may be subcontracted as long as the mental health counselor works on-site when not visiting participants and functions as part of the Healthy Families staff.

B-3. Service Delivery Location and Equipment

B-3.1. Service Delivery Location

Services shall be provided in the service area identified in Exhibit B-3.

B-3.2. Equipment

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

B-4. Deliverables

B-4.1. Records and Documentation

B-4.1.1. Documentation of training delivered to include a sign-in sheet for each training, training date, training subject and agenda/summary.

B-4.1.2. Maintain Documentation to include all completed source data collection forms used to meet reporting requirements. This includes, but is not limited to, participant and staff questionnaires, data collection forms, psychosocial assessments, treatment plans, case notes

from in-home counseling visits and consultations with family support specialists and other team members.

B-4.1.3. Submit the updated site-specific Mental Health Counselor Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all updated Policies and Procedures, to Hffdeliverables@ounce.org by **November 30th**.

B-4.2. Reports

Submit the Quarterly Narrative Report, including the Mental Health Counselor /Navigator report and Mental Health Counselor /Navigator Success story to hffdeliverables@ounce.org by the 15th day of the month for the previous quarter using the Quarterly Narrative Report template provided by HFF**.**

B-5. Performance Specifications

B-5.1. Performance Measures

B-5.1.1 100 percent of the minimum number of participants (caseload) as described in Section A-2.1 shall be served by the mental health counselor per calendar month. Data shall be collected using the HFF Tracking System.

B-5.1.2 90 percent of participants served by the mental health counselor shall be satisfied with the mental health counselor services. Data shall be collected using Mental Health Counselor Satisfaction Survey for Participants provided by HFF as described in Section B-1.1.2.5.

B-5.1.3 90 percent of family support specialists and supervisors shall be satisfied with the mental health counselor services. Data shall be collected using the Mental Health Counselor Satisfaction Questionnaire for FSSs and Supervisors provided by HFF as described in Section B-1.1.2.5.

B-5.1.4 100 percent of Mental Health Counselors shall complete Core training within ninety (90) of hire.

B-5.2. Description of Performance Measurement Terms

B-5.2.1 Participant Satisfaction - On the Mental Health Counselor Satisfaction Survey for Participants, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the counseling services that I received.”

B-5.2.2 Staff Satisfaction - On the Mental Health Counselor Satisfaction Questionnaire for FSSs and Supervisors, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the support that the family specialist has given us.”

Behavioral Healthcare Navigator Enhancement

A. Services to be Provided

A-1. Major Program Goal

Provide behavioral healthcare navigation/referral coordination services to Healthy Families participants who are referred by the family support specialist. Services will be provided by a staff person that meets the qualifications listed in section B-2.2., referred to hereinafter as a navigator, to address substance abuse, domestic violence and mental health challenges.

A-2. Participants To Be Served

A-2.1. General Description

The minimum number of families served by the navigator per calendar month (caseload) shall be 20. The maximum caseload per calendar month shall be determined by the navigator and provider based on the intensity of services needed by enrolled families.

A-2.2. Participant Eligibility

Healthy Families participants who have experienced or who are experiencing substance abuse, domestic violence or mental health issues identified at assessment or during services as needing community based counselling, treatment or other services.

B. Manner of Service Provision

B-1. Service Tasks

B-1.1. Task List

B-1.1.1. The navigator shall perform the following tasks:

B-1.1.1.1. Provide direct services for families:

B-1.1.1.1.1. Collect referrals for navigator services and determine need based on risk factors;

B-1.1.1.1.2. Conduct family consultation to develop a referral plan;

B-1.1.1.1.3. Provide behavioral healthcare navigation/referral coordination services to identify suitable care providers and to connect participants with the appropriate level of care, based on their clinical need and community provider availability;

B-1.1.1.1.4. Refer participants for specialized services and follow-up with family and service providers on those services;

B-1.1.1.1.5. Develop and update referral plans; and,

B-1.1.1.1.6. Accompany the family support specialist on home visits, as appropriate.

B-1.1.1.2. Provide collaboration and consultation services for family support specialists and other team members:

B-1.1.1.2.1. Review home visiting and supervision records as needed;

B-1.1.1.2.2. Lead/facilitate staff briefings and meetings with family support specialists and other team staff;

B-1.1.1.2.3. Provide consultations to family support specialists and other team members;

B-1.1.1.2.4. Coordinate, provide and/or recommend training to family support specialists and other team members, when necessary, on topics related to behavioral health and working with families with challenging issues;

B-1.1.1.2.5. Participate in service planning for families; and,

B-1.1.1.2.6. Participate in supervision meetings between the family support specialist and the supervisor, as appropriate.

B-1.1.1.3. Provide community outreach services:

B-1.1.1.3.1. Assess community provider capacity and compile a directory of local service providers in mental health, substance abuse and domestic violence;

B-1.1.1.3.2. Develop relationships and/or MOUs with providers to facilitate effective referral of HFF families to services;

B-1.1.1.3.3. Conduct or participate in provider meetings to maintain positive relationships with community service providers.

B-1.1.1.4. Attend Training:

B-1.1.1.4.1 Attend the navigator core training provided by HFF, within 90 days of hire;

B-1.1.1.4.2 Attend domestic violence training provided by HFF, within the recommended HFF timeline guidelines;

B-1.1.1.4.3 Attend substance abuse, and child abuse and neglect training provided by HFF unless special certification or training has been acquired on the topic, within the recommended HFF timeline guidelines. Approval by HFF is required;

B-1.1.1.4.4 Share other training attended by the navigator with HFF.

B-1.1.2. The provider shall perform the following tasks and deliver all reports as specified in Section B.4.2., Reports:

B-1.1.2.1. Collect data, ensure timely and accurate data entry and ensure completeness of data for services provided by the navigator, referrals to the navigator, referrals made by the navigator and outcomes for referrals made to or by the navigator in the HFF Data System by the 10th of the following month.

B-1.1.2.2. Follow the Behavioral Healthcare Navigator policies and procedures and the data collection guidelines provided by HFF.

B-1.1.2.3. Perform monthly quality assurance reviews for data entry, accuracy, completeness and entry into the HFF Data System.

B-1.1.2.4. Conduct regular meetings with navigator to review referral process, caseload and family progress.

B-1.1.2.5. Administer the Participant Satisfaction Survey and Staff Satisfaction Survey for Behavioral Healthcare Navigator Services during the month of April. The project must distribute the Navigator Satisfaction Questionnaire for Families in printed or digital format to current and previously enrolled families. The project must distribute the Navigator Satisfaction Questionnaire for FSSs and Supervisors in digital format to all current FSSs and supervisors. The project must use questionnaires developed by the Ounce of Prevention/HFF.

B-1.1.2.6. Participate in HFF Navigator conference calls and convey information to other staff, as needed. The navigator is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the program coordinator prior to the call.

B-1.2. Task Limits

No fees shall be charged to persons receiving services.

B-2. Staffing Requirements

B-2.1. Staffing Levels

These funds are for one navigator position, full-time equivalent reflected on the attached approved organizational chart and approved budget.

B-2.2. Professional Qualifications

B-2.2.1. The navigator shall have a minimum of a Bachelor's degree in social work, counseling, psychology, nursing or a related field and a minimum of two (2) years' experience providing referral and case management services to those affected by domestic violence, mental health or substance abuse.

B-2.2.2. Employment Screening - The provider shall ensure that all staff in sensitive positions, including volunteers, are of good moral character and meet the Level 2 Employment Screening standards as specified in sections 435.04, 110.1127 and subsection 39.001(2), F.S. as a condition of employment and continued employment that shall include, but are not limited to:

B-2.2.2.1 Affidavit of Good Moral Character: (http://www.dcf.state.fl.us/programs/backgroundscreening/forms.shtml)

B-2.2.2.2 Employment history checks;

B-2.2.2.3 Fingerprinting for all criminal record checks, using the Live Scan Background Screening Submission Form: (http://www.dcf.state.fl.us/programs/backgroundscreening/docs/LiveScanForm.pdf);

B-2.2.2.4 Statewide criminal and juvenile delinquency record checks through the Florida Department of Law Enforcement;

B-2.2.2.5 Federal criminal record checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

B-2.2.2.6 Security background investigation, which may include local criminal record checks through local law enforcement agencies;

B-2.2.2.7 Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435 and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

B-2.2.2.8 The Provider must submit an original notarized **Letter of Affidavit on Level 2 Background Screening** each State fiscal year for the term of the Subcontract stating that all required staff has been screened or the Provider is awaiting the results of screening. This document is located on the Resource Library

B-2.3. Staffing Changes

Notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any change or vacancy in the navigator position.

B-2.4. Subcontractors

These services may be subcontracted as long as the navigator works on-site when not visiting families and functions as part of the Healthy Families staff.

B-3. Service Delivery Location and Equipment

B-3.1. Service Delivery Location

Services shall be provided in the service area identified in Exhibit B-3.

B-3.2. Equipment

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

B-4. Deliverables

B-4.1. Records and Documentation

B-4.1.1. Documentation of training delivered to include a sign-in sheet for each training, training date, training subject and agenda/summary.

B-4.1.2. Maintain Documentation to include all completed source data collection forms used to meet reporting requirements. This includes, but is not limited to, participant and staff questionnaires, data collection forms, psychosocial assessments, treatment plans, case notes from service contacts and consultations with family support specialists and other team members.

B-4.1.3. Submit the updated site-specific Behavioral Healthcare Navigator Policies and Procedures, using the updated HFF Policies and Procedures. Review, revise and submit all updated Policies and Procedures, to Hffdeliverables@ounce.org by **November 30th**.

B-4.2. Reports

Submit the Quarterly Narrative Report, including the Family Specialist/Navigator report and Family Specialist/Navigator Success story to hffdeliverables@ounce.org by the 15th day of the month for the previous quarter using the Quarterly Narrative Report template provided by HFF.

B-5. Performance Specifications

B-5.1. Performance Measures

B-5.1.1 100 percent of the minimum number of families (caseload) as described in Section A-2.1 shall be served by the navigator per calendar month. Data shall be collected using the HFF Tracking System.

B-5.1.2 90 percent of participants served by the navigator shall be satisfied with the navigator. Data shall be collected using the Navigator Satisfaction Questionnaire for Families provided by HFF as described in Section B-1.1.2.5.

B-5.1.3 90 percent of family support specialists and supervisors shall be satisfied with the navigator services. Data shall be collected using the Navigator Satisfaction Questionnaire for FSWs and Supervisors provided by HFF as described in Section B-1.1.2.5.

B-5.1.4 100% of Navigators shall complete Core training within ninety (90) days of hire.

B-5.2. Description of Performance Measurement Terms

B-5.2.1 Participant Satisfaction - On the Navigator Satisfaction Questionnaire for Families, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the navigator services that I received.”

B-5.2.2 Staff Satisfaction - On the Navigator Satisfaction Questionnaire for FSSs and Supervisors, “overall satisfaction” is indicated by a response of “agree” or “strongly agree” to the question, “Overall, I am satisfied with the support that the navigator has given us.”

Circle of Parents® Project

A. Services to be Provided

A-1. Major Program Goal

Coordinate and facilitate Circle of Parents® groups (Circle groups) to HFF participants and the community. Group facilitation will be provided by a trained staff person within the local HFF site, herein referred to as "Coordinator".

A-2. Participants to Be Served

A-2.1. General Description

Site will establish a Circle group as an outreach activity for engaging new families in HFF services. A minimum of one Circle group meeting will be held by the HFF site each month. The service population will have an emphasis on engaging fathers.

A-2.2. Participant Eligibility

Circle groups are open to current and past HFF participants, co-participants, and family members and other non-participant families in the HFF site service area. Outreach and engagement specifically for fathers is encouraged.

B. Manner of Service Provision

B-1. Service Tasks

B-1.1. Task List

B-1.1.1. The Coordinator shall perform the following tasks:

B-1.1.1.1. Provide direct services for families through facilitation of monthly Circle groups:

B-1.1.1.1.1. Attend Circle of Parents training provided by Prevent Child Abuse Florida, the Florida Chapter of Prevent Child Abuse America;

B-1.1.1.1.2. Plan meeting date, location and activities for Circle group meetings to occur monthly at a minimum;

B-1.1.1.1.3. Facilitate activities during Circle group meetings;

B-1.1.1.1.4. Develop a parent leader for the Circle group, according to guidelines provided by Circle of Parents and Prevent Child Abuse Florida (PCA Florida) during training;

B-1.1.1.1.5. Attend Circle of Parents facilitator training provided by PCA Florida;

B-1.1.1.1.6. Participate in debriefing sessions with program manager and supervisor(s) to ensure that staff are aware of any family needs, concerns or changes;

B-1.1.1.1.7. Develop relationships with local agencies and partners to support Circle groups through donations, referrals and wrap around services;

B-1.1.1.1.8. Collect the new parent information form and ensure that it is completed appropriately;

B-1.1.1.1.9. Ensure that Circle group attendance logs are completed at each meeting;

B-1.1.1.1.10. Report Circle group attendance data on the PCA Florida Circle of Parents – Group Data Submission website; and

B-1.1.1.1.11. Participate in HFF Circle of Parents conference calls and convey information to other staff, as needed.

B-1.1.1.2. The provider shall perform the following tasks and deliver any reports as specified in Section B.4.b., Reports:

B-1.1.1.2.1. Collect data, ensure timely and accurate data entry and ensure completeness of data for Circle groups.

B-1.1.1.2.2. Administer funds according to the approved Circle group budget and project proposal. 85

B-1.1.1.2.3. Conduct regular meetings with Coordinator to review progress of Circle groups and ensure that staff are aware of any family needs, concerns or changes.

B-1.1.1.2.4. Participate in HFF Circle of Parents conference calls and convey information to other staff, as needed. The Coordinator is required to be present on all calls. If circumstances arise in which the staff is unable to attend, the provider must notify the HFF program coordinator prior to the call.

B-1.1.2. Task Limits

No fees shall be charged to persons receiving services.

B-2. Staffing Requirements

B-2.1. Staffing Levels

Funds shall be used to support staff effort to maintain Circle Groups as reflected on the attached approved budget.

B-2.2. Professional Qualifications

The Provider shall ensure that the Coordinator is a staff member in good standing.

B-2.3. Staffing Changes

The Provider shall notify HFF via e-mail to Hffdeliverables@ounce.org within five (5) working days of any change of Coordinator.

B-3. Service Delivery Location and Equipment

B-3.1. Service Delivery Location

Services shall be provided in the service area identified in Exhibit B-3.

B-3.2. Equipment

Equipment, property or information technology resources shall not be purchased with these funds without prior approval from HFF.

B-4. Deliverables

B-4.1. Records and Documentation

B-4.1.1. Documentation of Circle group meeting attendance.

B-4.1.2. Maintain documentation to include attendance forms, new parent information forms and documentation of consultations with program managers, supervisors, and other team members.

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 Commisioners
Entity Name

LJ959 Highlands #25-30-42
Department Contract Numbers

053222506
UEID Number

Laurie A. Hurner
Printed Name of Authorized Person

Signature of Authorized Person

4/3/25
Date

STATE OF FLORIDA
COUNTY OF Highlands

Sworn to (or affirmed) before me by means of ☑ physical presence or ☐ online notarization, this 3 day of April, 2025, by Laurie Hurner

CHANTEL STRAHAN
Notary Public-State of Florida
Commission # HH 408949
My Commission Expires
July 20, 2025

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) During the preceding fiscal year, 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 25-26						
FY 26-27						
FY 27-28						
FY 28-29						
FY 29-30						

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

Healthy Families Florida Quarterly Narrative Report

Attachment 14

Reporting for HF: **Project Name** **Reporter**:
Reporting Period: **Choose an item.** **Date Submitted:**

Please complete and submit this form to hffdeliverables@ounce.org by the 15th of the month following each quarter. Where provided, use the drop down boxes to select appropriate answers. Do not remove/delete questions that do not apply, instead write or use the drop down box to select "**Not Applicable**."

Referrals and Numbers Served

1. Report the monthly number of families served for each month of the quarter. (This data is available in the Monthly Served Report in the Capacity/Closures section of the Performance Management System.)
2. If your project did not meet the minimum monthly compliance measure in any one of the three months of this reporting period, please describe the extenuating circumstances and the strategies for increasing the number of families served.

Successes and Challenges

3. Share any successes your project has had **since the last quarterly narrative report** and any strategies utilized to realize these successes. Innovative strategies that may benefit other projects will be shared with other HFF projects.

4. Describe any new/major challenges in program implementation your project has had **since the last quarterly narrative report** (e.g., meeting outcomes, staff turnover, etc.).

Community Engagement

5. Describe any new successes or challenges you experienced with community collaborations (e.g., DCF, Community-Based Care providers, Healthy Start, DJJ, etc.) since the last quarterly narrative report.

6. Describe how you educated community partners and the public during the quarter on HFF and the benefits of the program.

7. Detail any community events or participant activities/events that occurred during the quarter.

Mental Health Counselor OR Navigator Report – Only to be completed if you have an Enhancement Position(s)

8. If you have a Mental Health Counselor **AND/OR** Navigator, complete the sections below. **Choose an item.**
9. If the Mental Health Counselor **AND/OR** Navigator did not meet the monthly contracted number of families to be served in any one of the three months of this reporting period (15 per month for Mental Health Counselor, 20 per month for Navigators), please describe the extenuating circumstances and the strategies for increasing the number of families served.
10. Describe in narrative format how at least one participant has made progress since they began Mental Health Counselor **AND/OR** Navigator services. The example should demonstrate the high-risk nature of the family and how these services are critical in preventing child abuse and neglect. **Insert story here**. Each example must include:
    - the family ID so that we can cross-reference the narrative with data
    - a brief history of what brought the family into the Healthy Families program
    - symptoms/concerns at the time they started services with the Mental Health Counselor **and/or** Navigator (why were they referred)
    - results of the psychosocial or needs assessment and service plan goals
    - how the Mental Health Counselor **and/or** Navigator and FSS worked together (if applicable)

- how the Mental Health Counselor **and/or** Navigator connected participant or other family members with auxiliary services such as childcare, transportation, medication management or detox (if applicable)
- what techniques/strategies were implemented by the Mental Health Counselor (if applicable)
- how the participant(s) and child(ren) are benefitting as a result of the Mental Health Counselor **and/or** Navigator services

11. Describe any new barriers (if any) that were identified related to connecting families with needed services. (For example- are there service gaps in the community or unexpected barriers to receiving services.)
12. Is there any way in which the HFF Central Office can better assist your project in providing Mental Health Counselor **and/or** Navigator services, either through direct technical assistance or through conference calls/meetings? Please describe.

Quality Improvement Plan Update

13. Attach the update to your site's Quality Improvement Plan **Choose an item.**

Parent Engagement and Leadership

14. Provide a detailed success story of **any** Healthy Families family that has made significant progress. If the family is a level 3, 4 or graduate and the family is willing to share outside of HFF, it should be written by the family in first person and a signed Authorization to Exchange Information form must be on file and submitted upon request. No authorization is required if the story is provided by staff and only includes a participant ID and no family names. **Insert story here**

15. Provide information on Parent Leadership activities, which are defined as meaningful involvement of family members who are consumers of program services in the areas of program planning, implementation and evaluation. Describe the activities below.

State of Florida
Department of Children and Families

SECURITY AGREEMENT

FOR DEPARTMENT OF CHILDREN AND FAMILIES (DCF) EMPLOYEES AND SYSTEMS USERS

The Department of Children and Families has authorized me:

Name _____ Employer/Office/Region _____

To have access to sensitive data using computer-related media (e.g., printed reports, system inquiry, online updates, electronic copies or any photographic or magnetic media).

By my signature below, I acknowledge my understanding a security violation may result in criminal prosecution according to the provisions of Federal and State statutes and may also result in disciplinary action against me according to the department's Standards of Conduct in the Employee Handbook. Also by signing below, I acknowledge that I have received, read, understand and agree to be bound by the following:

- I understand the Florida Computer Crimes Act, Chapter 815, Florida Statutes, prohibits individuals from willfully, knowingly, and without authorization from deleting important data, or accessing, disrupting, denying use, destroying, injuring, or introducing a virus/malware on a computer, computer system, or computer network, or modifying or destroying computer data, computer programs, or their supporting documentation. Violations are not acceptable and may be subject to discipline up to and including separation and/or criminal charges.

- I understand Chapter 119.0712, Florida Statutes, provides that all personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential.

- I understand Chapter 119.0712, Florida Statutes, provides that personal information contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act (DPPA) of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act.

- I understand that 45 CFR §155.260, Privacy and Security of Personally Identifiable Information, requires the DCF workforce to comply with all policies and procedures developed and implemented by DCF to protect the privacy and security of Personally Identifiable Information.

- I understand the penalty provisions of Sections 7431, 7213 and 7213A of the Internal Revenue Code, which provide civil and criminal penalties for unauthorized inspection or disclosure of Federal Tax Information.

- I understand that Internal Revenue Code 6103(l)(7) provides confidentiality for FTI accessed for work related to the Social Security Act, the Food Stamp Act of 1977, or USC Title 38 and disclosure of this information is a confidentiality violation.

- I understand that DCF operating procedure CFOP 50-2, Security of Data and Information Technology Resources, outlines the processes for securely connecting to the department's network and securely using departmental data and other information technology resources, including how to report a security event.

- I understand it is the policy of DCF that no contract employee shall have access to Internal Revenue Service tax information or Florida Department of Law Enforcement managed Criminal Justice Information Security policy covered data (https://www.fbi.gov/filerepository/cjissecurity-policy-v5_5_20160601-2-1.pdf), unless approved in writing, by name and position to access specified information, as authorized by regulation and/or statute.

- I understand it is the policy of DCF that I do not disclose personal passwords.

- I understand it is the policy of DCF that I do not obtain Department information for my own use or another person's personal use.

- I understand the viewing of employee or client data, even data that is not confidential or otherwise exempt from disclosure as a public record, without a business need constitutes misuse of access and is not acceptable and may be subject to discipline up to and including separation.

- I understand the Department of Children and Families will perform regular database queries to identify possible misuse of access.

- I will only access or view information or data for which I am authorized and have a legitimate business reason to see when performing my job duties. I shall maintain the integrity of all confidential and sensitive information accessed.

PRIVACY ACT STATEMENT: Disclosure of your social security number is voluntary, but must be provided in order to gain access to department systems. It is protected information pursuant to Section 282.318, Florida Statutes, the Security of Data and Information Technology Resources Act. The Department requests social security numbers to ensure secure access to data systems, prevent unauthorized access to confidential and sensitive information collected and stored by the Department, and provide a unique identifier in our systems.

Print Employee / System User Name	Signature Employee / System User	Date
Print Supervisor Name	Supervisor Signature	Date

AGREEMENT REFERENCES

FLORIDA STATUTES, CHAPTER 815: COMPUTER RELATED CRIMES

815.01 Short title.—The provisions of this act shall be known and may be cited as the "Florida Computer Crimes Act."

History.—s. 1, ch. 78-92.

815.02 Legislative intent.—The Legislature finds and declares that:

(1) Computer-related crime is a growing problem in government as well as in the private sector.

(2) Computer-related crime occurs at great cost to the public since losses for each incident of computer crime tend to be far greater than the losses associated with each incident of other white collar crime.

(3) The opportunities for computer-related crimes in financial institutions, government programs, government records, and other business enterprises through the introduction of fraudulent records into a computer system, the unauthorized use of computer facilities, the alteration or destruction of computerized information or files, and the stealing of financial instruments, data, and other assets are great.

(4) The proliferation of new technology has led to the integration of computer systems in most sectors of the marketplace through the creation of computer networks, greatly extending the reach of computer crime.

(5) While various forms of computer crime might possibly be the subject of criminal charges based on other provisions of law, it is appropriate and desirable that a supplemental and additional statute be provided which proscribes various forms of computer abuse. History.—s. 1, ch. 78-92; s. 2, ch. 2014-208.

815.03 Definitions.—As used in this chapter, unless the context clearly indicates otherwise:

(1) "Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network.

(2) "Computer" means an internally programmed, automatic device that performs data processing.

(3) "Computer contaminant" means any set of computer instructions designed to modify, damage, destroy, record, or transmit information within a computer, computer system, or computer network without the intent or permission of the owner of the information. The term includes, but is not limited to, a group of computer instructions, commonly called viruses or worms, which are self-replicating or self-propagating and which are designed to contaminate other computer programs or computer data; consume computer resources; modify, destroy, record, or transmit data; or in some other fashion usurp or interfere with the normal operation of the computer, computer system, or computer network.

(4) "Computer network" means a system that provides a medium for communication between one or more computer systems or electronic devices, including communication with an input or output device such as a display terminal, printer, or other electronic equipment that is connected to the computer systems or electronic devices by physical or wireless telecommunication facilities.

(5) "Computer program or computer software" means a set of instructions or statements and related data which, when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.

(6) "Computer services" include, but are not limited to, computer time; data processing or storage functions; or other uses of a computer, computer system, or computer network.

(7) "Computer system" means a device or collection of devices, including support devices, one or more of which contain computer programs, electronic instructions, or input data and output data, and which perform functions, including, but not limited to, logic, arithmetic, data storage, retrieval, communication, or control. The term does not include calculators that are not programmable and that are not capable of being used in conjunction with external files.

(8) "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions. Data may be in any form, in storage media or stored in the memory of the computer, or in transit or presented on a display device.

(9) "Electronic device" means a device or a portion of a device that is designed for and capable of communicating across a computer network with other computers or devices for the purpose of transmitting,

receiving, or storing data, including, but not limited to, a cellular telephone, tablet, or other portable device designed for and capable of communicating with or across a computer network and that is actually used for such purpose.

(10) "Financial instrument" means any check, draft, money order, certificate of deposit, letter of credit, bill of exchange, credit card, or marketable security.

(11) "Intellectual property" means data, including programs.

(12) "Property" means anything of value as defined in s. 812.012 and includes, but is not limited to, financial instruments, information, including electronically produced data and computer software and programs in machine-readable or human-readable form, and any other tangible or intangible item of value. History.—s. 1, ch. 78-92; s. 9, ch. 2001-54; s. 4, ch. 2010-117; s. 3, ch. 2014-208.

815.04 Offenses against intellectual property; public records exemption.—

(1) A person who willfully, knowingly, and without authorization introduces a computer contaminant or modifies or renders unavailable data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(2) A person who willfully, knowingly, and without authorization destroys data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(3) Data, programs, or supporting documentation that is a trade secret as defined in s. 812.081, that is held by an agency as defined in chapter 119, and that resides or exists internal or external to a computer, computer system, computer network, or electronic device is confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This subsection is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2021, unless reviewed and saved from repeal through reenactment by the Legislature.

(4) A person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation that is a trade secret as defined in s. 812.081 or is confidential as provided by law residing or existing internal or external to a computer, computer system, computer network, or electronic device commits an offense against intellectual property.

(5)(a) Except as otherwise provided in this subsection, an offense against intellectual property is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, the person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 1, ch. 78-92; s. 1, ch. 94-100; s. 431, ch. 96-406; s. 1, ch. 2014-177; s. 4, ch. 2014-208; s. 5, ch. 2016-5; s. 20, ch. 2016-6.

815.045 Trade secret information.—The Legislature finds that it is a public necessity that trade secret information as defined in s. 812.081, and as provided for in s. 815.04(3), be expressly made confidential and exempt from the public records law because it is a felony to disclose such records. Due to the legal uncertainty as to whether a public employee would be protected from a felony conviction if otherwise complying with chapter 119, and with s. 24(a), Art. I of the State Constitution, it is imperative that a public records exemption be created. The Legislature in making disclosure of trade secrets a crime has clearly established the importance attached to trade secret protection. Disclosing trade secrets in an agency's possession would negatively impact the business interests of those providing an agency such trade secrets by damaging them in the marketplace, and those entities and individuals disclosing such trade secrets would hesitate to cooperate with that agency, which would impair the effective and efficient administration of governmental functions. Thus, the public and private harm in disclosing trade secrets significantly outweighs any public benefit derived from disclosure, and the public's ability to scrutinize and monitor agency action is not diminished by nondisclosure of trade secrets. History.—s. 2, ch. 94-100. Note.—Former s. 119.165.

815.06 Offenses against users of computers, computer systems, computer networks, and electronic devices.—
(1) As used in this section, the term "user" means a person with the authority to operate or maintain a computer, computer system, computer network, or electronic device.
(2) A person commits an offense against users of computers, computer systems, computer networks, or electronic devices if he or she willfully, knowingly, and without authorization:
(a) Accesses or causes to be accessed any computer, computer system, computer network, or electronic device with knowledge that such access is unauthorized;
(b) Disrupts or denies or causes the denial of the ability to transmit data to or from an authorized user of a computer, computer system, computer network, or electronic device, which, in whole or in part, is owned by, under contract to, or operated for, on behalf of, or in conjunction with another;
(c) Destroys, takes, injures, or damages equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device;
(d) Destroys, injures, or damages any computer, computer system, computer network, or electronic device;
(e) Introduces any computer contaminant into any computer, computer system, computer network, or electronic device; or
(f) Engages in audio or video surveillance of an individual by accessing any inherent feature or component of a computer, computer system, computer network, or electronic device, including accessing the data or information of a computer, computer system, computer network, or electronic device that is stored by a third party.
(3)(a) Except as provided in paragraphs (b) and (c), a person who violates subsection (2) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
(b) A person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if he or she violates subsection (2) and:
1. Damages a computer, computer equipment or supplies, a computer system, or a computer network and the damage or loss is at least $5,000;
2. Commits the offense for the purpose of devising or executing any scheme or artifice to defraud or obtain property;
3. Interrupts or impairs a governmental operation or public communication, transportation, or supply of water, gas, or other public service; or
4. Intentionally interrupts the transmittal of data to or from, or gains unauthorized access to, a computer, computer system, computer network, or electronic device belonging to any mode of public or private transit, as defined in s. 341.031.
(c) A person who violates subsection (2) commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if the violation:
1. Endangers human life; or
2. Disrupts a computer, computer system, computer network, or electronic device that affects medical equipment used in the direct administration of medical care or treatment to a person.
(4) A person who willfully, knowingly, and without authorization modifies equipment or supplies used or intended to be used in a computer, computer system, computer network, or electronic device commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.
(5)(a) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, computer equipment or supplies, electronic device, or computer data may bring a civil action against a person convicted under this section for compensatory damages.
(b) In an action brought under this subsection, the court may award reasonable attorney fees to the prevailing party.
(6) A computer, computer system, computer network, computer software, computer data, or electronic device owned by a defendant that is used during the commission of a violation of this section or a computer or electronic device owned by the defendant that is used as a repository for the storage of software or data obtained in violation of this section is subject to forfeiture as provided under ss. 932.701-932.704.
(7) This section does not apply to a person who:
(a) Acts pursuant to a search warrant or to an exception to a search warrant authorized by law;
(b) Acts within the scope of his or her lawful employment; or
(c) Performs authorized security operations of a government or business.

(8) For purposes of bringing a civil or criminal action under this section, a person who causes, by any means, the access to a computer, computer system, computer network, or electronic device in one jurisdiction from another jurisdiction is deemed to have personally accessed the computer, computer system, computer network, or electronic device in both jurisdictions.

(9) This chapter does not impose liability on a provider of an interactive computer service as defined in 47 U.S.C. s. 230(f), information service as defined in 47 U.S.C. s. 153, or communications service as defined in s. 202.11 that provides the transmission, storage, or caching of electronic communications or messages of others; other related telecommunications or commercial mobile radio service; or content provided by another person. History.—s. 1, ch. 78-92; s. 11, ch. 2001-54; s. 5, ch. 2014-208.

815.061 Offenses against public utilities.—

(1) As used in this section, the term "public utility" includes:

(a) A public utility or electric utility as defined in s. 366.02.

(b) A utility as defined in s. 367.021.

(c) A natural gas transmission company as defined in s. 368.103.

(d) A person, corporation, partnership, association, public agency, municipality, cooperative, gas district, or other legal entity and their lessees, trustees, or receivers, now or hereafter owning, operating, managing, or controlling gas transmission or distribution facilities or any other facility supplying or storing natural or manufactured gas or liquefied gas with air admixture or any similar gaseous substances by pipeline to or for the public within this state. (e) A separate legal entity created under s. 163.01 and composed of any of the entities described in this subsection for the purpose of providing utility services in this state, including wholesale power and electric transmission services.

(2) A person may not willfully, knowingly, and without authorization:

(a) Gain access to a computer, computer system, computer network, or electronic device owned, operated, or used by a public utility while knowing that such access is unauthorized.

(b) Physically tamper with, insert a computer contaminant into, or otherwise transmit commands or electronic communications to a computer, computer system, computer network, or electronic device that causes a disruption in any service delivered by a public utility.

(3)(a) A person who violates paragraph (2)(a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A person who violates paragraph (2)(b) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 6, ch. 2014-208.

815.07 This chapter not exclusive.—The provisions of this chapter shall not be construed to preclude the applicability of any other provision of the criminal law of this state which presently applies or may in the future apply to any transaction which violates this chapter, unless such provision is inconsistent with the terms of this chapter. History.—s. 1, ch. 78-92.

The Driver Privacy Protection Act

18 USC 2721, Title 18-CRIMES AND CRIMINAL PROCEDURE, PART I-CRIMES

CHAPTER 123 - PROHIBITION ON RELEASE AND USE OF CERTAIN PERSONAL INFORMATION FROM STATE MOTOR VEHICLE RECORDS

Under Florida law, motor vehicle, driver license and vehicular crash record information are public information. The Driver Privacy Protection Act, 18 United States Code, Section 2721, keeps personal information private by limiting those who can have it. DPPA restricts public access to social security numbers, driver license or identification card numbers, names, addresses, telephone numbers and medical or disability information, contained in motor vehicle and driver license records. Additionally, emergency contact information and email addresses are restricted pursuant to Section 119.0712(2), Florida Statutes.

(a) In General.-A State department of motor vehicles, and any officer, employee, or contractor thereof, shall not knowingly disclose or otherwise make available to any person or entity:

(1) personal information, as defined in 18 U.S.C. 2725(3), about any individual obtained by the department in connection with a motor vehicle record, except as provided in subsection (b) of this section; or

(2) highly restricted personal information, as defined in 18 U.S.C. 2725(4), about any individual obtained by the department in connection with a motor vehicle record, without the express consent of the person to whom such information applies, except uses permitted in subsections (b)(1), (b)(4), (b)(6), and (b)(9): Provided, That subsection (a)(2) shall not in any way affect the use of organ donation information on an individual's driver's license or affect the administration of organ donation initiatives in the States.

(b) Permissible Uses.-Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321–331 of title 49, and, subject to subsection (a)(2), may be disclosed as follows:

(1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

(2) For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

(3) For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only-

(A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and

(B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

(4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

(5) For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.

(6) For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

(7) For use in providing notice to the owners of towed or impounded vehicles.

(8) For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.

(9) For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.

(10) For use in connection with the operation of private toll transportation facilities.

(11) For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.

(12) For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.

(13) For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.

(14) For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

(c) Resale or Redisclosure.-An authorized recipient of personal information (except a recipient under subsection (b)(11) or (12)) may resell or redisclose the information only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or (12)). An authorized recipient under subsection (b)(11) may resell or redisclose personal information for any purpose. An authorized recipient under subsection (b)(12) may resell or redisclose personal information pursuant to subsection (b)(12). Any authorized recipient (except a recipient under subsection (b)(11)) that resells or rediscloses personal information covered by this chapter must keep for a period of 5 years records identifying each person or entity that receives information and the permitted purpose for which the information will be used and must make such records available to the motor vehicle department upon request. **(d) Waiver Procedures.-**A State motor vehicle department may establish and carry out procedures under which the department or its agents, upon receiving a request for personal information that does not fall within one of the exceptions in subsection (b), may mail a copy of the request to the individual about whom the information was requested, informing such individual of the request, together with a statement to the effect that the information will not be released unless the individual waives such individual's right to privacy under this section.
(e) Prohibition on Conditions.-No State may condition or burden in any way the issuance of an individual's motor vehicle record as defined in 18 U.S.C. 2725(1) to obtain express consent. Nothing in this paragraph shall be construed to prohibit a State from charging an administrative fee for issuance of a motor vehicle record.

(Added Pub. L. 103–322, title XXX, §300002(a), Sept. 13, 1994, 108 Stat. 2099 ; amended Pub. L. 104–287, §1, Oct. 11, 1996, 110 Stat. 3388 ; Pub. L. 104–294, title VI, §604(b)(46), Oct. 11, 1996, 110 Stat. 3509 ; Pub. L. 106–69, title III, §350(c), (d), Oct. 9, 1999, 113 Stat. 1025 ; Pub. L. 106–346, §101(a) [title III, §309(c)–(e)], Oct. 23, 2000, 114 Stat. 1356 , 1356A-24.)

FLORIDA STATUTES, CHAPTER 119: PUBLIC RECORDS: DRIVER PRIVACY PROTECTION ACT (DPPA)

UNDER STATE LAW, MOTOR VEHICLE, DRIVER LICENSE, AND VEHICULAR CRASH RECORDS ARE SUBJECT TO PUBLIC DISCLOSURE; THIS STATUTE KEEPS PERSONAL INFORMATION PRIVATE BY LIMITING WHO HAS ACCESS TO THE INFORMATION.

119.0712 Executive branch agency-specific exemptions from inspection or copying of public records.— (1) **DEPARTMENT OF HEALTH.—**All personal identifying information contained in records relating to an individual's personal health or eligibility for health-related services held by the Department of Health is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution, except as otherwise provided in this subsection. Information made confidential and exempt by this subsection shall be disclosed:
(a) With the express written consent of the individual or the individual's legally authorized representative. (b) In a medical emergency, but only to the extent necessary to protect the health or life of the individual.
(c) By court order upon a showing of good cause.
(d) To a health research entity, if the entity seeks the records or data pursuant to a research protocol approved by the department, maintains the records or data in accordance with the approved protocol, and enters into a purchase and data-use agreement with the department, the fee provisions of which are consistent with s. 119.07(4). The department may deny a request for records or data if the protocol provides for intrusive followback contacts, has not been approved by a human studies institutional review board, does not plan for the destruction of confidential records after the research is concluded, is administratively burdensome, or does not have scientific merit. The agreement must restrict the release of any information that would permit the identification of persons, limit the use of records or data to the approved research protocol, and prohibit any other use of the records or data. Copies of records or data issued pursuant to this paragraph remain the property of the department.

(2) **DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES.—**

(a) For purposes of this subsection, the term "motor vehicle record" means any record that pertains to a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by the Department of Highway Safety and Motor Vehicles.

(b) Personal information, including highly restricted personal information as defined in 18 U.S.C. s. 2725, contained in a motor vehicle record is confidential pursuant to the federal Driver's Privacy Protection Act of 1994, 18 U.S.C. ss. 2721 et seq. Such information may be released only as authorized by that act; however, information received pursuant to that act may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.

(c) E-mail addresses collected by the Department of Highway Safety and Motor Vehicles pursuant to s. 319.40(3), s. 320.95(2), or s. 322.08(9) are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies retroactively. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2020, unless reviewed and saved from repeal through reenactment by the Legislature.

(d) 1. Emergency contact information contained in a motor vehicle record is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. Without the express consent of the person to whom such emergency contact information applies, the emergency contact information contained in a motor vehicle record may be released only to law enforcement agencies for purposes of contacting those listed in the event of an emergency.

(3) **OFFICE OF FINANCIAL REGULATION**.—The following information held by the Office of Financial Regulation before, on, or after July 1, 2011, is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

(a) Any information received from another state or federal regulatory, administrative, or criminal justice agency that is otherwise confidential or exempt pursuant to the laws of that state or pursuant to federal law. (b) Any information that is received or developed by the office as part of a joint or multiagency examination or investigation with another state or federal regulatory, administrative, or criminal justice agency. The office may obtain and use the information in accordance with the conditions imposed by the joint or multiagency agreement. This exemption does not apply to information obtained or developed by the office that would otherwise be available for public inspection if the office had conducted an independent examination or investigation under Florida law.

History.—s. 1, ch. 97-185; s. 1, ch. 2001-108; ss. 1, 2, ch. 2004-62; s. 7, ch. 2004-335; ss. 32, 33, ch. 2005-251; s. 1, ch. 2006-199; s. 1, ch. 2007-94; ss. 1, 2, ch. 2009-153; s. 1, ch. 2011-88; s. 7, ch. 2013-18; s. 1, ch. 2015-32; s. 9, ch. 2016-10; s. 1, ch. 2016-28. Note.—

A. Additional exemptions from the application of this section appear in the General Index to the Florida Statutes under the heading "Public Records." B. Former s. 119.07(6)(aa), (cc).

Section 155.260: Privacy and security of personally identifiable information.

TITLE 45—Public Welfare

Subtitle A—DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBCHAPTER A—GENERAL ADMINISTRATION

(a) Creation, collection, use and disclosure.

(1) Where the Exchange creates or collects personally identifiable information for the purposes of determining eligibility for enrollment in a qualified health plan; determining eligibility for other insurance affordability programs, as defined in §155.300; or determining eligibility for exemptions from the individual shared responsibility provisions in section 5000A of the Code, the Exchange may only use or disclose such personally identifiable information to the extent such information is necessary: (i) For the Exchange to carry out the functions described in §155.200;

(ii) For the Exchange to carry out other functions not described in paragraph (a)(1)(i) of this section, which the Secretary determines to be in compliance with section 1411(g)(2)(A) of the Affordable Care Act and for which an individual provides consent for his or her information to be used or disclosed; or

(iii) For the Exchange to carry out other functions not described in paragraphs (a)(1)(i) and (ii) of this section, for which an individual provides consent for his or her information to be used or disclosed, and which the Secretary determines are in compliance with section 1411(g)(2)(A) of the Affordable Care Act under the following substantive and procedural requirements:

(A) Substantive requirements. The Secretary may approve other uses and disclosures of personally identifiable information created or collected as described in paragraph (a)(1) of this section that are not described in paragraphs (a)(1)(i) or (ii) of this section, provided that HHS determines that the information will be used only for the purposes of and to the extent necessary in ensuring the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act, and that the uses and disclosures are also permissible under relevant law and policy.

(B) Procedural requirements for approval of a use or disclosure of personally identifiable information. To seek approval for a use or disclosure of personally identifiable information created or collected as described in paragraph (a)(1) of this section that is not described in paragraphs (a)(1)(i) or (ii) of this section, the Exchange must submit the following information to HHS:

(1) Identity of the Exchange and appropriate contact persons;

(2) Detailed description of the proposed use or disclosure, which must include, but not necessarily be limited to, a listing or description of the specific information to be used or disclosed and an identification of the persons or entities that may access or receive the information;

(3) Description of how the use or disclosure will ensure the efficient operation of the Exchange consistent with section 1411(g)(2)(A) of the Affordable Care Act; and

(4) Description of how the information to be used or disclosed will be protected in compliance with privacy and security standards that meet the requirements of this section or other relevant law, as applicable.

(2) The Exchange may not create, collect, use, or disclose personally identifiable information unless the creation, collection, use, or disclosure is consistent with this section.

(3) The Exchange must establish and implement privacy and security standards that are consistent with the following principles:

(i) Individual access. Individuals should be provided with a simple and timely means to access and obtain their personally identifiable information in a readable form and format;

(ii) Correction. Individuals should be provided with a timely means to dispute the accuracy or integrity of their personally identifiable information and to have erroneous information corrected or to have a dispute documented if their requests are denied;

(iii) Openness and transparency. There should be openness and transparency about policies, procedures, and technologies that directly affect individuals and/or their personally identifiable information;

(iv) Individual choice. Individuals should be provided a reasonable opportunity and capability to make informed decisions about the collection, use, and disclosure of their personally identifiable information; **(v) Collection, use, and disclosure limitations.** Personally identifiable information should be created, collected, used, and/or disclosed only to the extent necessary to accomplish a specified purpose(s) and never to discriminate inappropriately;

(vi) Data quality and integrity. Persons and entities should take reasonable steps to ensure that personally identifiable information is complete, accurate, and up-to-date to the extent necessary for the person's or entity's intended purposes and has not been altered or destroyed in an unauthorized manner;

(vii) Safeguards. Personally identifiable information should be protected with reasonable operational, administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and availability and to prevent unauthorized or inappropriate access, use, or disclosure; and,

(viii) Accountability. These principles should be implemented, and adherence assured, through appropriate monitoring and other means and methods should be in place to report and mitigate non-adherence and breaches.

(4) For the purposes of implementing the principle described in paragraph (a)(3)(vii) of this section, the Exchange must establish and implement operational, technical, administrative and physical safeguards that are consistent with any applicable laws (including this section) to ensure—

(i) The confidentiality, integrity, and availability of personally identifiable information created, collected, used, and/or disclosed by the Exchange;

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(ii) Personally identifiable information is only used by or disclosed to those authorized to receive or view it;
(iii) Return information, as such term is defined by section 6103(b)(2) of the Code, is kept confidential under section 6103 of the Code;
(iv) Personally identifiable information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
(v) Personally identifiable information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
(vi) Personally identifiable information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules;

(5) The Exchange must monitor, periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.
(6) The Exchange must develop and utilize secure electronic interfaces when sharing personally identifiable information electronically.

(b) Application to non-Exchange entities—
(1) Non-Exchange entities. A non-Exchange entity is any individual or entity that:
(i) Gains access to personally identifiable information submitted to an Exchange; or
(ii) Collects, uses, or discloses personally identifiable information gathered directly from applicants, qualified individuals, or enrollees while that individual or entity is performing functions agreed to with the Exchange. (2) Prior to any person or entity becoming a non-Exchange entity, Exchanges must execute with the person or entity a contract or agreement that includes:
(i) A description of the functions to be performed by the non-Exchange entity;
(ii) A provision(s) binding the non-Exchange entity to comply with the privacy and security standards and obligations adopted in accordance with paragraph (b)(3) of this section, and specifically listing or incorporating those privacy and security standards and obligations;
(iii) A provision requiring the non-Exchange entity to monitor, periodically assess, and update its security controls and related system risks to ensure the continued effectiveness of those controls in accordance with paragraph (a)(5) of this section;
(iv) A provision requiring the non-Exchange entity to inform the Exchange of any change in its administrative, technical, or operational environments defined as material within the contract; and
(v) A provision that requires the non-Exchange entity to bind any downstream entities to the same privacy and security standards and obligations to which the non-Exchange entity has agreed in its contract or agreement with the Exchange.
(3) When collection, use or disclosure is not otherwise required by law, the privacy and security standards to which an Exchange binds non-Exchange entities must:
(i) Be consistent with the principles and requirements listed in paragraphs (a)(1) through (6) of this section, including being at least as protective as the standards the Exchange has established and implemented for itself in compliance with paragraph (a)(3) of this section;
(ii) Comply with the requirements of paragraphs (c), (d), (f), and (g) of this section; and (iii) Take into specific consideration:
(A) The environment in which the non-Exchange entity is operating;
(B) Whether the standards are relevant and applicable to the non-Exchange entity's duties and activities in connection with the Exchange; and
(C) Any existing legal requirements to which the non-Exchange entity is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.

(c) Workforce compliance. The Exchange must ensure its workforce complies with the policies and procedures developed and implemented by the Exchange to comply with this section.

(d) Written policies and procedures. Policies and procedures regarding the creation collection, use, and disclosure of personally identifiable information must, at minimum:

(1) Be in writing, and available to the Secretary of HHS upon request; and
(2) Identify applicable law governing collection, use, and disclosure of personally identifiable information.

(e) Data sharing. Data matching and sharing arrangements that facilitate the sharing of personally identifiable information between the Exchange and agencies administering Medicaid, CHIP or the BHP for the exchange of eligibility information must:
(1) Meet any applicable requirements described in this section;
(2) Meet any applicable requirements described in section 1413(c)(1) and (c)(2) of the Affordable Care Act;
(3) Be equal to or more stringent than the requirements for Medicaid programs under section 1942 of the Act; and
(4) For those matching agreements that meet the definition of "matching program" under 5 U.S.C. 552a(a)(8), comply with 5 U.S.C. 552a(o).

(f) Compliance with the Code. Return information, as defined in section 6103(b)(2) of the Code, must be kept confidential and disclosed, used, and maintained only in accordance with section 6103 of the Code.

(g) Improper use and disclosure of information. Any person who knowingly and willfully uses or discloses information in violation of section 1411(g) of the Affordable Care Act will be subject to a CMP of not more than $25,000 as adjusted annually under 45 CFR part 102 per person or entity, per use or disclosure, consistent with the bases and process for imposing civil penalties specified at §155.285, in addition to other penalties that may be prescribed by law.

[77 FR 18444, Mar. 27, 2012, as amended at 77 FR 31515, May 29, 2012; 79 FR 13837, Mar. 11, 2014; 79 FR 30346, May 27, 2014; 81 FR 12341, Mar. 8, 2016; 81 FR 61581, Sept. 6, 2016]

Section 7213: Unauthorized disclosure of information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Returns and return information (1) Federal employees and other persons
It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)). Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.
(2) State and other employees
It shall be unlawful for any person (not described in paragraph (1)) willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in section 6103(b)) acquired by him or another person under subsection (d), (i)(1)(C), (3)(B)(i), or (7)(A)(ii), (k)(10), (l)(6), (7), (8), (9), (10), (12), (15), (16), (19), (20), or (21) or (m)(2), (4), (5), (6), or (7) of section 6103 or under section 6104(c). Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution. **(3) Other persons**

It shall be unlawful for any person to whom any return or return information (as defined in section 6103(b)) is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(4) Solicitation

It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information (as defined in section 6103(b)) and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

(5) Shareholders

It shall be unlawful for any person to whom a return or return information (as defined in section 6103(b)) is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not to exceed $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution. **(b) Disclosure of operations of manufacturer or producer**

Any officer or employee of the United States who divulges or makes known in any manner whatever not provided by law to any person the operations, style of work, or apparatus of any manufacturer or producer visited by him in the discharge of his official duties shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than $1,000, or imprisoned not more than 1 year, or both, together with the costs of prosecution; and the offender shall be dismissed from office or discharged from employment.

(c) Disclosures by certain delegates of Secretary

All provisions of law relating to the disclosure of information, and all provisions of law relating to penalties for unauthorized disclosure of information, which are applicable in respect of any function under this title when performed by an officer or employee of the Treasury Department are likewise applicable in respect of such function when performed by any person who is a "delegate" within the meaning of section 7701(a)(12)(B).

(d) Disclosure of software

Any person who willfully divulges or makes known software (as defined in section 7612(d)(1)) to any person in violation of section 7612 shall be guilty of a felony and, upon conviction thereof, shall be fined not more than $5,000, or imprisoned not more than 5 years, or both, together with the costs of prosecution. **(e) Cross references**

(1) Penalties for disclosure of information by preparers of returns

For penalty for disclosure or use of information by preparers of returns, see section 7216.

(2) Penalties for disclosure of confidential information

For penalties for disclosure of confidential information by any officer or employee of the United States or any department or agency thereof, see 18 U.S.C. 1905.

(Aug. 16, 1954, ch. 736, 68A Stat. 855 ; Pub. L. 85–866, title I, §90(c), Sept. 2, 1958, 72 Stat. 1666 ; Pub. L. 86–778, title I, §103(s), Sept. 13, 1960, 74 Stat. 940 ; Pub. L. 94–455, title XII, §1202(d), (h)(3), Oct. 4, 1976, 90 Stat. 1686 , 1688; Pub. L. 95–600, title VII, §701(bb)(1)(C), (6), Nov. 6, 1978, 92 Stat. 2922 , 2923; Pub. L. 96–249, title I, §127(a)(2)(D), May 26, 1980, 94 Stat. 366 ; Pub. L. 96–265, title IV, §408(a)(2)(D), June 9, 1980, 94 Stat. 468 , as amended Pub. L. 96–611, §11(a)(2)(B)(iv), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 96–499, title III, §302(b), Dec. 5, 1980, 94 Stat. 2604 ; Pub. L. 96–611, §11(a)(4)(A), Dec. 28, 1980, 94 Stat. 3574 ; Pub. L. 97–248, title III, §356(b)(2), Sept. 3, 1982, 96 Stat. 645 ; Pub. L. 97–

365, §8(c)(2), Oct. 25, 1982, 96 Stat. 1754 ; Pub. L. 98–369, div. A, title IV, §453(b)(4), div. B, title VI, §2653(b)(4), July 18, 1984, 98 Stat. 820 , 1156; Pub. L. 98–378, §21(f)(5), Aug. 16, 1984, 98 Stat. 1326 ; Pub. L. 100–485, title VII, §701(b)(2)(C), Oct. 13, 1988, 102 Stat. 2426 ; Pub. L. 100–647, title VIII, §8008(c)(2)(B), Nov. 10, 1988, 102 Stat. 3787 ; Pub. L. 101–239, title VI, §6202(a)(1)(C), Dec. 19, 1989, 103 Stat. 2228 ; Pub. L. 101–508, title V, §5111(b)(3), Nov. 5, 1990, 104 Stat. 1388–273 ; Pub. L. 104–168, title XII, §1206(b)(5), July 30, 1996, 110 Stat. 1473 ; Pub. L. 105–33, title XI, §11024(b)(8), Aug. 5, 1997, 111 Stat. 722 ; Pub. L. 105–35, §2(b)(1), Aug. 5, 1997, 111 Stat. 1104 ; Pub. L. 105–206, title III, §3413(b), July 22, 1998, 112 Stat. 754 ; Pub. L. 107–134, title II, §201(c)(10), Jan. 23, 2002, 115 Stat. 2444 ; Pub. L. 108–173, title I, §105(e)(4), title VIII, §811(c)(2)(C), Dec. 8, 2003, 117 Stat. 2167 , 2369; Pub. L. 109–280, title XII, §1224(b)(5), Aug. 17, 2006, 120 Stat. 1093 ; Pub. L. 111–148, title I, §1414(d), Mar. 23, 2010, 124 Stat. 237 ; Pub. L. 112–240, title II, §209(b)(3), Jan. 2, 2013, 126 Stat. 2326 ; Pub. L. 114–184, §2(b)(2)(C), June 30, 2016, 130 Stat. 537 .)

Section 7213A: Unauthorized inspection of returns or return information.
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 75-CRIMES, OTHER OFFENSES, AND FORFEITURES, Subchapter A-Crimes,
PART I-GENERAL PROVISIONS

(a) Prohibitions (1) Federal employees and other persons It shall be unlawful for-

(A) any officer or employee of the United States, or

(B) any person described in subsection (l)(18) or (n) of section 6103 or an officer or employee of any such person, willfully to inspect, except as authorized in this title, any return or return information.

(2) State and other employees

It shall be unlawful for any person (not described in paragraph (1)) willfully to inspect, except as authorized in this title, any return or return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2) or under section 6104(c). **(b) Penalty**

(1) In general

Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) Federal officers or employees

An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) Definitions

For purposes of this section, the terms "inspect", "return", and "return information" have the respective meanings given such terms by section 6103(b).

(Added Pub. L. 105–35, §2(a), Aug. 5, 1997, 111 Stat. 1104 ; amended Pub. L. 107–210, div. A, title II, §202(b)(3), Aug. 6, 2002, 116 Stat. 961 ; Pub. L. 109–280, title XII, §1224(b)(6), Aug. 17, 2006, 120 Stat. 1093 .)

Section 7431: Civil damages for unauthorized inspection or disclosure of returns and return information.
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 76 - JUDICIAL PROCEEDINGS, Subchapter B - Proceedings by Taxpayers and Third Parties

(a) In general

(1) Inspection or disclosure by employee of United States

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104(c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure—

(1) which results from a good faith, but erroneous, interpretation of section 6103, or (2) which is requested by the taxpayer. **(c) Damages**

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of— (1) the greater of—

(A) $1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or

(B) the sum of—

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the costs of the action, plus

(3) in the case of a plaintiff which is described in section 7430(c)(4)(A)(ii), reasonable attorneys fees, except that if the defendant is the United States, reasonable attorneys fees may be awarded only if the plaintiff is the prevailing party (as determined under section 7430(c)(4)).

(d) Period for bringing action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure. **(e) Notification of unlawful inspection and disclosure** If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of— (1) paragraph (1) or (2) of section 7213(a),

(2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms "inspect", "inspection", "return", and "return information" have the respective meanings given such terms by section 6103(b). **(g) Extension to information obtained under section 3406**

For purposes of this section—

(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and

(2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

(h) Special rule for information obtained under section 6103(k)(9)
For purposes of this section, any reference to section 6103 shall be treated as including a reference to section 6311(e).

(Added Pub. L. 97–248, title III, §357(a), Sept. 3, 1982, 96 Stat. 645; amended Pub. L. 98–67, title I, §104(b), Aug. 5, 1983, 97 Stat. 379; Pub. L. 105–34, title XII, §1205(c)(2), Aug. 5, 1997, 111 Stat. 998; Pub. L. 105–35, §3(a)–(d)(4), (6), Aug. 5, 1997, 111 Stat. 1105, 1106; Pub. L. 105–206, title III, §3101(f), title VI, §6012(b)(3), July 22, 1998, 112 Stat. 729, 819; Pub. L. 109–280, title XII, §1224(b)(7), Aug. 17, 2006, 120 Stat. 1093.)

Section 6103: Confidentiality and disclosure of returns and return information
26 U.S.C., United States Code, 2015 Edition,
Title 26 - INTERNAL REVENUE CODE, Subtitle F - Procedure and Administration
CHAPTER 61-INFORMATION AND RETURNS, Subchapter B-Miscellaneous Provisions

(7) Disclosure of return information to Federal, State, and local agencies administering certain programs under the Social Security Act, the Food and Nutrition Act of 2008 of 1977,1 or title 38, United States Code, or certain housing assistance programs (A) Return information from Social Security Administration
The Commissioner of Social Security shall, upon written request, disclose return information from returns with respect to net earnings from self-employment (as defined in section 1402), wages (as defined in section 3121(a) or 3401(a)), and payments of retirement income, which have been disclosed to the Social Security Administration as provided by paragraph (1) or (5) of this subsection, to any Federal, State, or local agency administering a program listed in subparagraph (D).
(B) Return information from Internal Revenue Service
The Secretary shall, upon written request, disclose current return information from returns with respect to unearned income from the Internal Revenue Service files to any Federal, State, or local agency administering a program listed in subparagraph (D). **(C) Restriction on disclosure**
The Commissioner of Social Security and the Secretary shall disclose return information under subparagraphs (A) and (B) only for purposes of, and to the extent necessary in, determining eligibility for, or the correct amount of, benefits under a program listed in subparagraph (D).
(D) Programs to which rule applies
The programs to which this paragraph applies are:
(i) a State program funded under part A of title IV of the Social Security Act;
(ii) medical assistance provided under a State plan approved under title XIX of the Social Security Act or subsidies provided under section 1860D–14 of such Act;
(iii) supplemental security income benefits provided under title XVI of the Social Security Act, and federally administered supplementary payments of the type described in section 1616(a) of such Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
(iv) any benefits provided under a State plan approved under title I, X, XIV, or XVI of the Social Security Act (as those titles apply to Puerto Rico, Guam, and the Virgin Islands);
(v) unemployment compensation provided under a State law described in section 3304 of this title; (vi) assistance provided under the Food and Nutrition Act of 2008;
(vii) State-administered supplementary payments of the type described in section 1616(a) of the Social Security Act (including payments pursuant to an agreement entered into under section 212(a) of Public Law 93–66);
(viii)(I) any needs-based pension provided under chapter 15 of title 38, United States Code, or under any other law administered by the Secretary of Veterans Affairs;
(II) parents' dependency and indemnity compensation provided under section 1315 of title 38, United States Code;
(III) health-care services furnished under sections 1710(a)(2)(G), 1710(a)(3), and 1710(b) of such title; and (IV) compensation paid under chapter 11 of title 38, United States Code, at the 100 percent rate based solely on unemployability and without regard to the fact that the disability or disabilities are not rated as 100 percent disabling under the rating schedule; and

(ix) any housing assistance program administered by the Department of Housing and Urban Development that involves initial and periodic review of an applicant's or participant's income, except that return information may be disclosed under this clause only on written request by the Secretary of Housing and Urban Development and only for use by officers and employees of the Department of Housing and Urban Development with respect to applicants for and participants in such programs.

Only return information from returns with respect to net earnings from self-employment and wages may be disclosed under this paragraph for use with respect to any program described in clause (viii)(IV).

Support to Individuals with a Disability

Attestation Form

To support effective communications or reasonable modification assistance for customers or companions with a disability, 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 - 12134. et seq., as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Public Law 110–325, 122 Stat. 3553 (2008) at 28 CFR 35. (ADAAA)
- 42 U.S.C. §§ 12181 – 12189, as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Public Law 110–325, 122 Stat. 3553 (2008) at 28 CFR 36. (ADAAA)
- DCF Operating Procedure (CFOP) 60-16, METHODS OF ADMINISTRATION: FOR FEDERAL FINACIAL PARTICIPATION, Chapter 3, entitled “Plan for Reasonable Modifications and Auxiliary Aids and Services for Individuals with a Disability.”

This Single Point of Contact’s responsibility is to:

1. Ensure effective communications and/or reasonable modification assistance with all Customers or Companions in accordance with the ADA and/or Section 504.
2. Capture the information required in the Reasonable Modification Assessment and Auxiliary Aid/Service Record described in Appendix H 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 customer or Companion with a disability is referred, about the individual’s requested modification or auxiliary aid/service.
5. Designate a Single Point of Contact as each contractual agreement with DCF is renewed.

My Single Point of Contact at my location is:

Provider	Name	Phone	Email

The ADA/504 Coordinator's responsibility is to:

- Disseminate specific plans and procedures to fully implement the requirements of Section 504 and the ADA.
- Analyze data collection collected in the Reasonable Modification Assessment and Auxiliary Aid/Service Record and implement any corrective action plan, if warranted.
- Provide assistance during the interactive process to determine if a modification is reasonable.
- Answer questions and provide appropriate assistance regarding immediate access to and proper use of appropriate auxiliary aids/services.
- Identify, develop, and coordinate the distribution of qualified sign language and/or oral interpreters for the Program staff.
- Keep abreast of new technology and resources for ensuring effective communication with deaf and hard of hearing persons.
- Submit a report describing the method for capturing all information required in the Customer or Companion Reasonable Modification Assessment and Auxiliary Aid/Service Record.
- Communicate with each Single Point of Contact concerning services to Customers or Companions with a disability (Mobility, Communications, Modifications to access, deaf and hard-of hearing, etc.).

DCF ADA/Section 504 Coordinators:

NAME	EMAIL	PHONE	CIRCUIT
Sylvia Barge	Sylvia.Barge@myflfamilies.com	850-717-4277	1,2,14,30
Romina Artaza	Romina.Artaza@myflfamilies.com	904-813-0814	3,4,7,8
Christelle Baptiste	Christelle.Baptiste@myflfamilies.com	904-485-9530	53,55,57
Jamie Horne	Jamie.Horne@myflfamilies.com	850-717-4567	5,9,10,18,6,12,13,20
Nancy Cortijo-Simmonds	Nancy.CortijoSimmonds@myflfamilies.com	850-717-4550	15,17,19,11,16

I, _____ attest to the following:

1. I received the names, contact information, and Roles & Responsibilities for my Agency's Single Point of Contact and the DCF ADA/Section 504 Coordinator.

2. I understand that I will contact my Agency's Single Point of Contact, within my office, regarding assistance with the delivery of reasonable modification or communication services to customers with a disability.

3. I am familiar with the requirements of Section 504, the ADA, and the CFOP 60-16, Chapter 3, entitled, Plan for Reasonable Modifications and Auxiliary Aids and Services for Individuals with a Disability

_____

Signature Date

*Copy to be kept in personnel file

Healthy Families Florida
Standards of Confidentiality and Information Sharing

I. Release and Waivers

A. Informed Consent

At the initial home visit with the participant/family, program staff should discuss with the participant/family the nature of the information that may be shared and with whom, and that any information shared with the Ounce of Prevention Fund (OPFF)/Healthy Families Florida (HFF) and the Department of Children and Families (Department) will be only for the purpose of evaluation and determining the service needs of the family. The participant, who is the subject of the information, gives consent to share this information through a signed written participant agreement. Copies of all signed agreements should be maintained in the participant file.

B. Requirements of Release

Each release should include:

1. The name of the person who is the subject of the information
2. The name of the person, program, or agency sharing the information
3. The name of the person, program, or agency with whom the information will be shared
4. The reasons for sharing the information
5. The specific information that will be shared
6. The signature of the person authorizing the exchange of information
7. The date the release is signed
8. A statement that the subject of the information has the right to revoke the release at any time
9. An expiration date for the release (remember that even after completion of the program, information may continue to be shared for a specified amount of time for the purpose of program evaluation and the expiration date should include this time frame)

II. Obstacles to Making Informed Consent

An informed consent is one in which the person possesses sufficient knowledge of the risks and benefits of the release of information and is capable of making a reasoned choice between alternatives. The following situations should be considered to ensure informed consent is not hindered.

A. Legal incompetence – Authorizations for exchange of information must be signed by a legal guardian in cases where the subject of the information has been legally determined to be incompetent.

B. Minors – Individuals under the age of 18 are considered minors and require the signature of a parent or guardian unless the individual is, or ever has been married or has been legally emancipated. Mothers under the age of 18 may still sign consent for services and authorize exchange of information regarding their child.

C. Language and culture – A written release of information in a language not understood by the client is invalid. The release form should be presented in the individual's native language. Many immigrants fear that the personal information they provide may put them or their families at risk of deportation. Whenever this is an issue, staff should explain that information is not given to the Immigration and Naturalization Services office.

III. Protocols to ensure participant confidentiality

All staff should ensure that the confidentiality of the participant/family is preserved at all times. The procedures include, but are not limited to:

A. Affidavit of understanding of confidentiality (Attachment 19) – The affidavit constitutes promises not to disclose participant information to any other person or agency unless specifically authorized in writing. These affidavits are written, signed and witnessed and kept in the staff's personnel file.

B. Phone protocol – All staff should be trained in how to answer phone calls requesting information on participants. A standard "I cannot confirm or deny that the person you are asking about is involved with our program. If you would like, leave your name and phone number and we will get back to you" can be used. This allows the staff time to check the participant's file to verify if we have a release to share information with the caller/agency.

C. Participant files – Any papers or files that may contain sensitive or identifying information should be kept in a secure place (locked file cabinet or desk drawer). When staff leave their desk or computer, files should be securely stored.

D. Computer workstations - Computer workstations that have confidential information or access to confidential information must use the screen lock when staff are away from their desk. All electronic files containing confidential information saved on local workstations or server must be password protected.

E. Management Information Systems (MIS) – All automated MIS should have established security systems that allow only authorized personnel access. Access to computers that are networked to the MIS should be limited as well as modem lines. A computer that has a modem should also be protected from unauthorized access. Passwords and software can assist in securing the data. Site staff are not allowed to share their passwords. MIS systems should include a method for updating passwords and eliminating access for any staff that leave.

F. Mailing documents – When it is necessary to mail documents that include confidential information, the envelope containing the documents should be sent via registered or certified mail. The intended recipient should be notified the package is being mailed and the receipt of the package should be verified.

G. Faxing – Documents with confidential information should be faxed only between secure fax machines and the recipient should be notified prior to sending. The recipient should stand by to receive the fax.

H. Email – Confidential information should never be included in e-mail or through any social networking venue. If it is necessary to send confidential information via e-mail, the information should be placed in a password protected attachment.

I. Disposal of documents - Once documents have exceeded the required timeframe for document retention, documents containing confidential information should be disposed of properly by mechanical shredding.

J. Referrals among programs – When referring a participant to another program for services, site staff should inform the participant of the referral, obtain a Limited Authorization for Exchange of Information to be shared with the referral source and alert receiving program if confidential participant information accompanies the referral.

K. Transfer of participants between HFF programs – Prior to transferring a family to another HFF program, site staff should obtain a signed release of information to share information with the receiving site. Once the receiving site has obtained a signed consent to participate in the program, the site may send a copy of the participant file via certified mail to the receiving site. All information except for information related to the following may be sent to the receiving site:

1. Acquired Immune Deficiency Syndrome (AIDS),
2. Human Immunodeficiency Virus (HIV),
3. Tuberculosis (TB),
4. Sexually transmitted diseases (STDs),
5. Alcohol or substance abuse treatment, and
6. Mental health treatment Information.

Information related to these topics requires an additional release to be signed specific to this information.

My signature below indicates I have read the Standards of Confidentiality.

Staff Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

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AFFIDAVIT OF UNDERSTANDING OF CONFIDENTIALITY

I, _____, an authorized agent of _____ ("Provider"), understand that I am required by state law and 39.202, F.S., to hold Healthy Families Florida (HFF) program participant information confidential and I cannot release any confidential information to any person or entity unless specifically authorized in writing. Further, I understand that I may be guilty of a misdemeanor of the second degree and/or liable to civil suit if I violate that confidentiality.

I have read and understand my responsibilities as outline in Attachment 18 - HFF Standards of Confidentiality and Information Sharing Form.

_____ _____
Signed Date

_____ _____
Witness Date

Protocols Ensuring the Protection of Human Subjects

Any site funded by the Ounce of Prevention Fund (OPFF) in whole or in part must at a minimum comply with the protocols specified in this document to keep personal identifying information of individuals who are subject to the evaluation of the funded site confidential and secure. Confidential information is any information that is of a sensitive or personal nature and/or allows identification of an individual. The key information items included in this definition refer to names, social security numbers, addresses, and any other information that allows identification of an individual or family to whom the information refers.

Hard Copy Documents

The documents addressed in this section include any hard copy materials with confidential information on individuals. Examples of documents that might have confidential information are completed questionnaires with names or other identifying information, reports and lists of individuals' names, and site documents that might be submitted to the OPFF as evidence of completing a deliverable or meeting an outcome.

Transfer and Mailing of Documents - Mailing documents with confidential information on individuals should be avoided. When it is necessary to mail documents that include confidential information regarding sites funded, administered or evaluated by the OPFF, the envelope containing the documents should be sealed, and the package should be sent using registered mail. The intended recipient should be notified that a package has been mailed and the receipt of the package should be verified by the funded site's staff. If documents are sent via facsimile machine, OPFF staff must be notified prior to faxing to ensure the fax machine is secure.

Storage and Maintenance of Documents - Documents with confidential information are to be stored in a locked file cabinet or desk.

Disposal of Hard Copy Documents – Hard copies of working documents not required to be retained in the archives and archived documents that have exceeded the required retention period are to be disposed of properly. If such documents contain confidential information, they are required to be mechanically shredded.

Electronic Files

The files addressed in this section include any databases developed and maintained by the OPFF, or other electronic files that contain personal identifying information.

E-mails and Transfer of Data by E-mail – All employee e-mail communication must include language prohibiting improper receipt and use of information contained in the e-mail. The appropriate language is included as part of the signature and is as follows:

> If confidential information is transferred using e-mail, the information should be contained in a separate attachment that is password protected. Only the individuals sending and receiving the file should know the password.

Confidential information should not be included in the body of an e-mail message, only in a password-protected attachment. The password for the attached document must be communicated to those authorized to access the information by telephone.

Electronic Security

Staff at sites funded by the OPFF must abide by the following protocols:

Staff must use their assigned user names and network passwords to log onto their assigned workstations.

Staff must use the screen lock to protect local workstations when they are away from their desks.

Access to data management systems developed and maintained by the OPFF is password protected. All Site staff members must use the unique username and/or password assigned to them in accessing the data management system. Site staff members are assigned a level of access in conjunction with their role and responsibility, therefore usernames and/or passwords are not to be shared among staff. Site staff may access data for only their site using their unique usernames and/or passwords. When site staff with access to the data management system terminate their employment with the funded agency, the agency must notify the OPFF staff so that a new username and/or password may be assigned or site staff must delete the username and/or password of the staff who are no longer employed at the site where that option is available.

All electronic files containing confidential information that are saved on local workstations or a server must be password protected.

Employment Screening Affidavit

CONTRACT NO.: _____ **DATED:** _____

THE UNDERSIGNED VENDOR HEREBY ATTESTS IT IS IN COMPLIANCE WITH THE EMPLOYMENT SCREENING CLAUSE CONTAINED IN THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT. ALL REQUIRED STAFF HAVE BEEN SCREENED OR THE VENDOR IS AWAITING THE RESULTS OF SCREENING.

VENDOR NAME: _____
(Print Name)

BY: _____ DATE: _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE

REPRESENTATIVE'S NAME/TITLE: _____
(Print Name/Title)

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization this _____ day of _____ , _____ (year), by

_____.

_____
Signature of Notary

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

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

VENDOR NAME FEIN# _____

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE

_____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

(CORPORATE SEAL, IF APPLICABLE)

Letter of Affidavit for DCF Required On-line Trainings

(Insert Name of Lead Entity) attests that all Healthy Families ***(insert project name)*** staff, both HFF Grant funded and Contribution funded positions, have completed the following:

On or Before **April 25, 2025**	On or Before **April 25, 2025**	On or Before **April 25, 2025**
☐ DCF On-Line Security Awareness On-line Training	☐ Foundations of Disability Rights	☐ HIPAA On-line Training on or before
☐ DCF Security Agreement Form	☐ ADA Deaf and Hard of Hearing SPOC Designee Training	
	☐ ADA Deaf and Hard of Hearing Attestation Form	

(Insert Name of Lead Entity) also attests that ALL completed certificates have been printed, attestation documents have been signed and all documents will be placed in each employees personnel file.

Staff unable to complete the required trainings are listed below:

Name as listed in management system	Reason unable to complete training	Anticipated date of completion	Actual date of completion

Sincerely,

(Insert Lead Entity Representative Name)
(Insert Title)

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 _____

Sworn to _____ (or affirmed) and subscribed before me by means of [_] physical presence or [_] online notarization, this ____(numeric date) day, of _____(month), _____(year), by _____(name of person making statement).

_____
(Signature of Notary Public-State of Florida)

(NOTARY SEAL) _____
(Name of Notary Typed, Printed, or Stamped)

Personally Known ___ OR Produced Identification ___ Type of Identification Produced_____

Attachment 22

INFORMATION RESOURCE REQUEST (IRR) #_____

To:	**From: District 30 Office Symbol: OCFW**
Jeff Hodge, FCCM Contract Manager Specialist 2415 N Monroe, Suite 400 Tallahassee, FL 32303 **Telephone:** 850-556-4290	**The Ounce of Prevention Fund of Florida** **Healthy Families Florida- HF Site Name #25-30-00** **Kayla Thomas** **Telephone: 850-782-4025 Fax**
Connectivity: **___LAN ___LAN with Gateway** **___Mainframe** **Specify Mainframe System _____**	**Strategic Plan:** **___Statewide (Resources Referenced on Page _____)** **___District (Resources Referenced on Page _____)** **___Not a Strategic Plan** **If not in any Strategic Plan, please see below.**

Requirements/Benefits (If not in any Strategic Plan):): The funds for this IT equipment/software are allocated in the contract budget for contract **#LJ959, SFY 2025-2026** with the Ounce of Prevention Fund of Florida, Inc. (Healthy Families Florida). This equipment is needed to in order to maintain consistent, effective Healthy Families program operations and meet contractual requirements.

***Attach 3 Vendor Quotes**
*** 3 Year warranty on all computers**
*** All computers require McAfee Endpoint encryption software**

1) **What the issue is, ie, what we are trying to accomplish**
2) **How we propose to fix the issue, ie, the product and why we selected it. If possible, how it will work with existing systems.**
3) **Who/where the items will be installed.**
4) **If replacing hardware, what will happen to what is replaced, surplus? re-deployed?**
5) **What the impact to the Department will be if the items aren't approved.**
6) **Request adheres to DCF standards yes or no, if no, explain**

1. Requestor –	**Date**	**2. Supervisor/Manager –**	**Date**
3. Budget Director – **Sharon Clark**	**Date**	**4. Provider/Contract Representative** **Rebekkah Sheetz**	**Date**
5. Provider/Contract Representative **IT Approval Kayla Thomas**	**Date**	**Valid Until:**	**Total: $000.00**

(A) Product Costs (list each item separately)

Line	Qty	Description/Vendor/Purchase Method	Unit Price	Total Price
1.				
2.				
3.				
4.				
5.				

(B) Support Costs	Cost	(A) Subtotal Product Costs	$0.00
Installation	$	(B) Subtotal Support Costs	$0.00
Training	$		
Maintenance	$	Total (A+B)	$0.00

(C) Funding	Applies to Line Item Number(s)	Applies to Line Item Number(s)	Applies to Line Item Number(s)
OCA			
Category			
Organization Code			
L1, GF, SF, FID,%, if needed			
Budget Entity			
District			
Fund Source Code			

For Department Use Only:

Contract Manager:

Concur _____ Non-Concur _____ Reviewer _____ Date _____

As of _____ there are funds and support available for this IRR. _____

Protocol for the Purchase of Property Purchased with HFF Grant Funding

Protocol for the Purchase of Property

All technology, furniture and phones purchased with HFF Grant funds must be pre-approved by the Department of Children and Families (Department). If a technology/furniture/phone purchase is made without Department approval the cost will not be reimbursed. Once an approved IRR is sent to the site the purchase must be made within 30 days or the IRR is invalid. DCF now requires that the order confirmation for the approved IRR items be sent to sgodfrey@ounce.org within 28 days of the IRR approval date. All approved purchases made between April and June must be made, delivered, installed, paid for and invoiced no later than the June invoice. If the payment is made after June 30th, the cost will not be reimbursed by the Department or OPFF.

A formal contract/amendment is required prior to the purchase of any property item not specifically listed in the approved budget. The amendment must be approved by the Department prior to execution by the parties. Once the Department receives the executed amendment, then the IRR may be sent to the Department. The IRR and three quotes must be submitted to the contract specialist at sgodfrey@ounce.org.

The contract specialist will review the request and then send it to management for review. If the documentation is in order, it is sent back to the contract specialist and the contract specialist will submit the IRR and quotes to the Department contract manager for approval. If modifications are necessary, the contract specialist will contact the staff person who submitted the request. Upon Department approval, the contract specialist will notify the project. The project must not make any purchase until the contract specialist has emailed final Department approval to the staff person who submitted the request.

Ensure that all technology/furniture/phones purchased with HFF Grant funds are sufficiently covered by your insurance policy for replacement value. If technology/furniture/phones purchased with HFF Grant funds is destroyed, stolen or lost, there must be sufficient insurance coverage to replace the item at no additional cost to HFF.

Obtaining Approval to Purchase Technology Equipment Using Ounce of Prevention/HFF Grant Funds

All projects must submit an Information Resource Request (IRR) form and three quotes for each type of equipment/furniture/phone to the contract specialist sgodfrey@ounce.org requesting to purchase new computer hardware, tablets, printers, LCD projectors, smart phones, other technology, specialty software and furniture (including desks, module furniture pieces, cabinets, shelves, chairs, tables, file cabinets, etc).

All three quotes must:

1. Show all of the detailed equipment specifications for each piece of technology listed on the quote
2. Number of each type of item requested (if you want 5 desktops and 3 laptops the quotes must reflect those numbers)
3. All three quotes must be for the same make and model for:
    a. each piece of technology and contain the same specifications
    b. each type of furniture
4. Required 3 year warranty (what the coverage includes) on all computers
5. Required 3-year license for Computrace or GHE Endpoint encryption software on all laptop computers
6. Legible vendor contact information, link to the item and the date quote was pulled
7. Quotes should be locked in for at least 30 days to allow time for the approval process,
8. Ensure that the quotes are legible and clear when submitted
9. Saved in the following format "name of project, name of vendor and type of equipment"

An IRR is not needed to purchase a mouse, flash drive or keyboard (unless the items are specialized or cost is higher than a basic model). The purchase request must be for the lowest priced item from the three quotes. The project's budget must include sufficient funds for purchasing the technology/furniture prior to submitting a request. The last date to request an IRR for the fiscal year will be noted during the lapse planning time frame, unless a different time frame is specified by DCF**.**

An IRR is needed for purchasing:

1. Any type of technology regardless of cost. Examples include but are not limited to:
    a. Computers (Desk or Laptop)
    b. Monitors
    c. Tablets
    d. DVD players
    e. Televisions
    f. Projectors
    g. Cameras
    h. Phones
    i. Digital storage devices
    j. Specialized keyboards
    k. Headsets
    l. Web cameras
2. **Any** software other than Microsoft Office Suite or basic Adobe
3. Computer Licenses
4. Virtual Meeting licenses
5. Digital Licenses
6. Furniture - Examples include but are not limited to:
    a. Desk
    b. Module desks
    c. Bookshelf
    d. Cabinet
    e. File Cabinets
    f. Tables
    g. Conference Tables
    h. Stand up desks
    i. Module walls
    j. Chairs (Desk, Office, conference)
    k. Specialized furniture
7. Items with a purchase price, or value of $1,000 or more
8. Items that have a life of 12 months or longer
9. If there are multiple pieces that when combined make a whole piece and the total cost of all pieces combined are more than $1,000

Furniture/Phones – if using HFF Grant funds all furniture items and phones must now be included on the IRR and sent to DCF for approval before the purchase can be made. Send 3 quotes of the items and a completed IRR to sgodfrey@ounce.org.

Installation/Assembly Fees – If using HFF Grant funds, this type of expense must also be included on the IRR along with 3 quotes in section B located on page 2.

All items purchased using HFF Grant funds must have a property inventory tag and be listed on the Cumulative Property Inventory.

For equipment or items not listed above, contact Suzie Godfrey at 850-782-4038 or email sgodfrey@ounce.org for verification that the items are allowable prior to purchasing any of these items. If you purchase before receiving an approved IRR DCF will ***not*** reimburse that expense and the lead agency must cover the expense.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-782-4038

Protocol for the Disposal of Property Purchased with HFF Grant Funding

Obtaining Approval to Dispose of Equipment Purchased with HFF Grant Funds

All technology or items that were purchased with Healthy Families Florida (HFF) Grant funds must be approved for disposal before disposing of the item. If disposal occurs without prior approval the lead agency will be held responsible for replacement or reimbursement. Ensure that your IT Department is aware of this requirement. Technology may only be disposed of if it is not working. DCF does not have a planned replacement policy in place and technology may not be disposed of due to:

- Warranty expired
- Age of equipment
- Agency replacement plans

If a project plans to dispose of any technology/furniture that was purchased with Ounce of Prevention (OPFF)/HFF grant funds, the project staff must submit:

- Request for Disposal of Equipment form (Property Inventory)
  - Mark the condition of the equipment accurately
  - The last column should read "Pending Approval" until the approval is given, then it should be changed to the date of disposal
- Letter on the organization's letterhead (see below for template) indicating:
  - Specific reason/malfunction for each item indicated for disposal
  - All computer drives have been wiped clean to protect confidentiality of data
  - Name of the software or process used for wiping them clean
  - How many times the software was run to ensure all confidential information was erased
  - Signed with blue ink

The project must submit the Property Inventory form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

Disposal of Property Purchased with OPFF /HFF Grant Funds

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and the site will still be held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the "Draft" and "Final" Property Inventory lists.

Request to Dispose on Agency Letterhead - SAMPLE

Request must be on agency letterhead and signed with **blue** ink.

SAMPLE ON AGENCY LETTERHEAD

April 25, 2023

Healthy Families Florida
111 N Gadsden St
Tallahassee, FL 32301

To whom it may concern:

I am requesting to dispose of (Number of pieces and type) 7 laptops originally purchased between 06/28/2007 and 4/10/2019 with HFF Grant funds. Specific issues are listed in the table below.

Property #	Description	Serial #	Purchase Date	Issue
13456	Dell Latitude 131 L laptop	tag-F11C5D1/ 32714447653	6/28/2007	not able to be updated due to the limitations of the hardware - drive space and processor speed
12658	Dell Latitude 131 L laptop	tag - 321C5D1/ 6653525797	6/28/2007	
65428	Dell Latitude 131 L laptop	tag - D11C5D1/ 28360882981	6/28/2007	
56321	Dell Latitude 131 L laptop	tag - 911C5D1/ 19653753637	6/28/2007	
54789	Acer Veriton M4650G desktop	73500019301	4/19/2018	Motherboard failure
98745	Lenovo ThinkPad E475	PF-0X9EXP 18/03	4/19/2018	Motherboard failure
12354	Dell Vostro 15 5000 series laptop	Service tag HBLZ7T2, Ex service code:37707342662	4/10/2019	bulging due to a battery failure which caused fan and other hardware failures. The warranty expired on 4/10/23.

All Computer (or Copier) drives have been wiped clean with _____ (name of software) that has been run 3 times to protect the confidentiality of date on the drives.

The (Agency of site name) uses (Recycle Company or where they are disposing) which picks up the laptops and destroys the hard drives. They provide a certificate of data destruction and a video where they hold up each drive to the camera to show the serial number before they drop it into the drive shredder machine.

All disposal documentation will be kept.

Respectfully,

Signature

Name of person submitting request

Site name and address

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Protocol for Stolen/Lost/Destroyed Technology Equipment

Report of Property Stolen/Lost/Destroyed

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is stolen, lost or destroyed the following guidelines must be followed:

1. Project will need to complete the Report of Equipment Stolen/Lost/Destroyed and email it to the HFF Contract Specialist and the HFF Assistant Director. The Police report (if applicable) and Insurance claim report will need to accompany the email.

2. Plan for recovery or replacement of the technology must be included with the report.

3. The Property Inventory and Disposal Document will need to reflect the reason that the item is no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.

4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data.

5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data.

Stolen/Lost/Destroyed Equipment Report

Please provide all supporting documentation regarding the stolen/lost device from your Information Systems Security Officer/Data Security Officer. The report of a lost or stolen device must contain the following:

1) Date of Report:
2) Date device was stolen/lost/destroyed:
3) Employee making the report (including e-mail address and telephone number):

4) Stolen/Lost/Destroyed device property custodian name/employee name (including e-mail address and telephone number):
5) Was the item insured for replacement cost(Y/N):
6) If the device was not insured, what is the replacement plan:
7) What is the plan for recovery or replacement of the stolen/lost device:
8) Insurance claim number:
9) Insurance claim report included:
10) Property/inventory number of the stolen/lost device:
11) Was the stolen/lost/destroyed device purchased with HF funds:
12) Date the stolen/lost/destroyed device was purchased:
13) Region/location of stolen/lost device:
14) Associated program office:
15) Make/model of device:
16) Property tag number:
17) Device serial number:
18) How was the device stolen/lost/destroyed:
19) Name of law enforcement agency notified:
20) Police report number (or other unique identifying criteria):
21) Police Report Attached:
22) Name of Encryption software installed on machine:
23) Date Encryption software installed:
24) Encryption enforced (Y/N):
25) Did the computer require username and password to access local hard drive(s) (Y/N):
26) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
27) Was there confidential data on the device (Y/N):
28) Recovery efforts and results:

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-782-4038

Rvsd 4/2025

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Protocol for Catastrophic Loss of Technology Equipment for Site Name: _____

Report of Catastrophic Loss

If equipment that was bought using Ounce of Prevention Fund of Florida (OPFF)/Healthy Families Florida (HFF) grant funds is destroyed during a catastrophic event and are no longer usable, the following guidelines must be followed:

1. Project will need to complete the Report of Catastrophic Loss and email it to the HFF Contract Specialist and the HFF Assistant Director. The Insurance/FEMA claim report will need to accompany the email.

2. Plan for recovery or replacement of the technology plan must be included with the report.

3. The Property Inventory and Disposal Document will need to reflect the reason for the item no longer in custody of the program, in the last column for the appropriate property/inventory number or serial number.

4. According to Section 5.6. - Data Security of the contract the project agrees to notify the HFF Assistant Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential data. If applicable

5. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential Ounce of Prevention/DCF data as provided in section 817.5681, F .S. The Provider shall also at its own cost implement measures deemed appropriate by the Ounce of Prevention to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data. If applicable

Catastrophic Loss of Equipment Report

Please provide all supporting documentation regarding the Catastrophic Loss device from your Information Systems Security Officer/Data Security Officer. The report of a Catastrophic Loss must contain the following:

1) Date of Report to HFF:

2) Date device(s) was destroyed
3) Employee making the report (including e-mail address and telephone number):
4) Property custodian name (including e-mail address and telephone number):
5) Was the item(s) insured for replacement cost (Y/N):
6) What is the plan for recovery or replacement of the destroyed device:
7) Date of Insurance/FEMA claim:
8) Insurance/FEMA claim number:
9) Insurance/FEMA claim report included:
10) Was the physical property recoverable:
11) Were the hard drives removed and destroyed:
12) Property/inventory number(s) of the destroyed device(s):
13) Was the destroyed device purchased with HF funds:
14) Date the destroyed device was purchased:
15) Region/location of destroyed device:
16) Associated program office:
17) Make/model of device(s):
18) Property tag number(s):
19) Device serial number(s):
20) How was the device destroyed:
21) How was the device disposed of:
22) Name of law enforcement/government agency notified:
23) Law enforcement/government agency report number (or other unique identifying criteria):
24) Law enforcement/government agency report Attached:
25) Name of Encryption software installed on machine:
26) Date Encryption software installed:
27) Encryption enforced (Y/N):
28) Did the computer require username and password to access local hard drive(s) (Y/N):
29) Was the encryption software installed one that encrypted files on the hard drive(Y/N):
30) Was there confidential data on the device (Y/N):
31) Was there was information on the destroyed device that is not replicated elsewhere, and if so, what it is?
32) Was there any breach of confidentiality (Y/N):
33) Recovery efforts and results:

Healthy Families Florida (HFF) Property Transfer Form

Recieveing Agency

Date Property Verified: _____
Verified by Contact Name : _____
Contact Number: _____

Date Property Verified: _____
Verified by Contact Name : _____
Contact Number: _____

Transfering From: _____
Contract Number _____
Contact Name: _____
Contact Number: _____

Transfering To: _____
Contract Number: _____
Contact Name: _____
Contact Number: _____

Transfering To: _____
Contract Number: _____
Contact Name: _____
Contact Number: _____

IRR #	Property # / Inventory	Property Description	Serial #	Original Purchase Date	Cost	Condition (E-G-F-P)	Current Location	Property going to

Transfering From: _____
Representative Signature: _____
Date: _____

Transfering To: _____
Representative Signature: _____
Date: _____

Transfering To: _____
Representative Signature: _____
Date: _____

Ounce of Prevention Fund of Florida, Inc.,
Property Inventory and Property Disposal Form

Lead Agency: Name of Agency
Program Name: HF Site Name
Contact Name Who to contact
Contact Number: Phone number

Contract Number: 25-30-00
Fiscal Year Period: 7/1/25-6/30/26
"Draft" Submission Date
"Final" Submission Date

Cumulative inventory list of all property, regardless of purchase date, that has a purchase price of $1,000 and/or a life expectancy of 1 yearr or longer, bought with funds provided through this subcontract with the Ounce. This includes all computers, desktops and laptop computers, specialty software other than Windows and Microsoft Office Suite, Furniture and Phones regardless of the acquisition cost or value.

IRR Number	Property / Inventory #	Property Description	Serial #	Original Purchase Date	Original Cost	Location at time of Inventory/ Disposal	Condition *(E-G-F-P) at time of Inventory/ Disposal	Was this purchased with HFF Grant Funds?	Has this item been disposed of (Yes or No)?	Disposal Date
			Grand Total		$ -					

***Condition: E - Excellent, G - Good, F - Fair, P - Poor**

By my signature below, I hereby certify that all confidential data, including protected health information, has been permanently removed from all computer related media that has been transferred from my custody. Furthermore, I certify that the removal of this information has been done so in the manner described in the Department of Children & Families Operating Procedure CFOP 50-2. I understand that by violation of that procedure may result in substantial fines and/or criminal prosecution according to provisions of Federal and State statutes.

I hereby certify that all items of equipment included in this inventory list have been physically checked and are in custody of this contract provider, except as noted in the remarks section of this inventory, as of this date. I also certify to the location and condition of this equipment and/or furniture as noted.

SITE CONTRACT PROVIDER SIGNATURE:_____ **DATE:**_____
(Acknowledging Receipt or Inventory of Property)

HFF CONTRACT MANAGER'S SIGNATURE:_____ **DATE:**_____
(Acknowledging Receipt which contains a Copy of Inventory and/or Disposition Property)

Protocol for the Cumulative Property Inventory List

Property Inventory Document

All providers must submit a current inventory list of all property, regardless of the purchase date, bought with Ounce of Prevention Fund of Florida (OPFF)/ Healthy Families Florida (HFF) funds if the purchase price was $1,000 or more **AND/OR** has a life expectancy of one year or longer. The exception is the purchase of technology. All computers/technology/ furniture/phones must be listed even if the cost is below $1,000.

Any items purchased with funds from the Operating Capital Outlay category must be listed on Attachment 28 - Property Inventory and Disposal Form. If technology items were donated to the HFF project they can also be listed on the document. HFF grant funded purchases may not be deleted from this inventory.

OPFF reserves the right to retrieve any and all equipment, furniture or other items purchased with HFF grant funds provided through the subcontract at the termination of the subcontract.

Attachment 28 - Property Inventory and Disposal Form can be found on the HFF Website http://www.healthyfamiliesfla.org in the Resource Library in the "Contract Related Forms" or contact the contract specialist. The draft Property Inventory is due to the HFF contract specialist by May 20th and the final Property Inventory is due by June 20th.

This list must include:

- Approved IRR Number
  - If purchased before IRR requirements, use grey to shade the cell
- Property /Inventory number (required for all items purchased with HFF grant funds)
- Description of property (Model)
- Serial number
- Acquisition date (Original date purchased)
- Original cost
- Location at time of disposal
- Condition *(E-G-F-P)
- Justification for and method of disposal
- Was this purchased with HFF Grant Funds?
  - If the item was not purchased with HFF Grant funds then indicate "No" in this cell
- Has this item been disposed of (Yes or No)?
  - If requesting disposal indicate "Pending Approval"
  - When approved change to "Yes"
- Disposal date
  - If requesting disposal indicate "Pending Approval"

- When approved change to the date of disposal

If a project plans to dispose of any technology equipment that was purchased with OPFF/HFF grant funds, the project staff must submit a letter on the organization's letterhead and Attachment 28 - Property Inventory and Disposal Form indicating that all computer drives have been wiped clean to protect confidentiality of data, the name of the software or process used for wiping them clean and how many times the software would be run to ensure all confidential information was erased. The last column on Attachment 28 will contain "Pending approval" for items that are requesting disposal. Once approved that will change to the date it was disposed of.

The project must submit the form and letter to the HFF contract specialist. The HFF contract specialist will submit the request and letter to the RES director for review and will notify the project staff upon approval. The equipment may not be disposed of until HFF approval has been granted. The project should follow the process outlined below for how to dispose of property, including technology equipment.

Disposal of Property Purchased with OPFF /HFF Grant Funds

Property shall not be donated to employees for personal use, auctioned or sold. Property may be donated to:

1. Another program within the lead entity, but is required to stay on the HF Property Inventory and held accountable for the items
2. A non-profit organization
3. Taken to a landfill, recycled or hauled away by a pick-up service

Regardless of the disposal method, the project must keep a record for inventory purposes along with appropriate receipts that verify when and how the disposal occurred. Once the equipment has been disposed of, it must continually be carried over to both the "Draft" and "Final" Property Inventory lists.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-788-4038

Rvsd 4/2025

State of Florida
Department of Children and Families

Rick Scott
Governor

Mike Carroll
Secretary

Live Scan Background Screening Submission Form

Employers/Providers:

Contact your local DCF Background Screening Office for ORI and Live Scan OCA numbers.

The following information must be presented prior to or at the time of screening:

1. **A valid picture ID**

2. **DCF Agency Identifier (ORI)#_____**
   This is a nine digit number beginning with FL92 and ending with the letter "Z".
   Example: **FL92----Z**

3. **DCF Live Scan OCA #_____**
   This is a nine digit number beginning with your 2 digit Circuit Number, your OCA, and ending with the letter "Z".
   Example: **--------Z**

Live Scan Vendors:

Background Screening for the Department of Children and Families **must** include the following:

- A valid ORI entered into the Controlling Agency Identifier field (this may also be the Requesting Agency field) on the Transaction Screen, and
- The Provider Live Scan OCA number entered into the Originating Case Agency Field on the Miscellaneous Screen.

Applicants

Present this form to any Live Scan Vendor approved to submit Level 2 Background Screenings through the Florida Department of Law Enforcement.

Live Scan vendors may be found on the Department of Children and Families website, at www.dcfbackgroundscreening.com, or the Florida Department of Law Enforcement website, at www.fdle.state.fl.us.

AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida County of _____

Before me this day personally appeared _____ who, being duly
(Applicant's/Employee's Name)
sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant for certification with _____, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contender or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

	Relating to:
Section: 39.205	failure to report child abuse, abandonment, or neglect
Section: 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section: 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section: 414.39	fraud, if the offense was a felony
Section: 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section: 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 782.04	murder
Section: 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section: 782.071	vehicular homicide
Section: 782.09	killing an unborn child by injury to the mother
Chapter: 784	assault, battery, and culpable negligence, if the offense was a felony
Section: 784.011	assault, if the victim of the offense was a minor
Section: 784.021	aggravated assault
Section: 784.03	battery, if the victim of the offense was a minor
Section: 784.045	aggravated battery
Section: 784.075	battery on staff or a detention or commitment facility or on a juvenile probation officer
Section: 787.01	kidnapping
Section: 787.02	false imprisonment
Section: 787.025	luring or enticing a child
Section: 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section: 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section: 787.06	human trafficking
Section: 787.07	human smuggling
Section: 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section: 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section: 794.011	sexual battery
Former Section: 794.041	prohibited acts of persons in familial or custodial authority
Section: 794.05	unlawful sexual activity with certain minors
Section: 794.08	relating to female genital mutilation
Chapter: 796	prostitution
Section: 798.02	lewd and lascivious behavior
Chapter: 800	lewdness and indecent exposure
Section: 806.01	arson

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Section: 810.02	burglary
Section: 810.14	voyeurism, if the offense is a felony
Section: 810.145	video voyeurism, if the offense is a felony
Chapter 812	relating to theft, robbery, and related crimes, if the offense was a felony
Section: 817.563	fraudulent sale of controlled substances, only if the offense was a felony
Section: 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section: 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section: 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section: 826.04	incest
Section: 827.03	child abuse, aggravated child abuse, or neglect of a child
Section: 827.04	contributing to the delinquency or dependency of a child
Former Section: 827.05	negligent treatment of children
Section: 827.071	sexual performance by a child
Section: 831.311	unlawful sale, manufacture, alteration, delivery, uttering, or possession of counterfeit-resistant prescription blanks for controlled substances
Section: 836.10	written or electronic threats to kill, do bodily injury, or conduct a mass shooting or an act of terrorism
Section: 843.01	resisting arrest with violence
Section: 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section: 843.12	aiding in an escape
Section: 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter: 847	obscene literature
Section: 859.01	poisoning food or water
Section: 873.01	prohibition on the purchase or sale of human organs and tissues
Section: 874.05	encouraging or recruiting another to join a criminal gang
Chapter: 893	drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor
Section: 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section: 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section: 944.40	escape
Section: 944.46	harboring, concealing, or aiding an escaped prisoner
Section: 944.47	introduction of contraband into a correctional facility
Section: 985.701	sexual misconduct in juvenile justice programs
Section: 985.711	contraband introduced into detention facilities

THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR POSITIONS REQUIRED TO BE SCREENED UNDER SECTION 408.809, FLORIDA STATUTES:

In addition to the Chapter 435, F.S. listed offenses the following offenses are also applicable for any licensure or employment required in the applicable statutes.

	Relating to:
Chapter: 408	felony offenses contained in Chapter 408
Section: 409.920	Medicaid provider fraud
Section: 409.9201	Medicaid fraud
Section: 741.28	domestic violence
Section: 777.04	attempts, solicitation, and conspiracy to commit an offense listed in this subsection
Section: 784.03	battery, if the victim is a vulnerable adult as defined in s. 415.102 or a patient or resident of a facility licensed under chapter 395, chapter 400, or chapter 429
Section: 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section: 817.234	false and fraudulent insurance claims
Section: 817.481	obtaining goods by using a false or expired credit card or other credit device, if the offense was a felony
Section: 817.50	fraudulently obtaining goods or services from a health care provider
Section: 817.505	patient brokering
Section: 817.568	criminal use of personal identification information
Section: 817.60	obtaining a credit card through fraudulent means
Section: 817.61	fraudulent use of credit cards, if the offense was a felony
Section: 831.01	forgery
Section: 831.02	uttering forged instruments
Section: 831.07	forging bank bills, checks, drafts or promissory notes
Section: 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section: 831.30	fraud in obtaining medicinal drugs
Section: 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony
Section: 895.03	racketeering and collection of unlawful debts
Section: 896.101	the Florida Money Laundering Act

CONTINUED ON NEXT PAGE

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

SIGNATURE OF AFFIANT:_____

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged.

SIGNATURE OF AFFIANT:_____

I understand that, while employed or volunteering at _____in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

SIGNATURE OF AFFIANT:_____

CONTINUED ON NEXT PAGE

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I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses.** I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT:_____

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT:_____

Sworn to and subscribed before me this _____day of _____, 20___.

_____
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

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

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification
Type of identification produced:_____

Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
OMB No.1615-0047
Expires 05/31/2027

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the Instructions.

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)	First Name (Given Name)	Middle Initial (if any)	Other Last Names Used (if any)

Address (Street Number and Name)	Apt. Number (if any)	City or Town	State	ZIP Code

Date of Birth (mm/dd/yyyy)	U.S. Social Security Number	Employee's Email Address	Employee's Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.

Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):

- ☐ 1. A citizen of the United States
- ☐ 2. A noncitizen national of the United States (See Instructions.)
- ☐ 3. A lawful permanent resident (Enter USCIS or A-Number.)
- ☐ 4. A noncitizen (other than **Item Numbers 2.** and **3.** above) authorized to work until (exp. date, if any)

If you check **Item Number 4.**, enter one of these:

USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance

Signature of Employee	Today's Date (mm/dd/yyyy)

If a preparer and/or translator assisted you in completing Section 1, that person MUST complete the Preparer and/or Translator Certification on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

	List A	OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					

Additional Information

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.

First Day of Employment (mm/dd/yyyy):

Last Name, First Name and Title of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)

Employer's Business or Organization Name	Employer's Business or Organization Address, City or Town, State, ZIP Code

For reverification or rehire, complete Supplement B, Reverification and Rehire on Page 4.

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.
* Documents extended by the issuing authority are considered unexpired.
Employees may present one selection from List A or a
combination of one selection from List B and one selection from List C.
Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		7. Employment authorization document issued by the Department of Homeland Security For examples, see **Section 7** and **Section 13** of the M-274 on **uscis.gov/i-9-central**. The Form I-766, Employment Authorization Document, is a List A, **Item Number 4.** document, not a List C document.
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI				

Acceptable Receipts

May be presented in lieu of a document listed above for a temporary period.
For receipt validity dates, see the M-274.

• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.

*Refer to the Employment Authorization Extensions page on **I-9 Central** for more information.

Supplement A,
Preparer and/or Translator Certification for Section 1

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement A
OMB No. 1615-0047
Expires 05/31/2027

Last Name *(Family Name)* from **Section 1.**	First Name *(Given Name)* from **Section 1.**	Middle initial (if any) from **Section 1.**

Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Date *(mm/dd/yyyy)*
Last Name *(Family Name)*	First Name *(Given Name)*		Middle Initial *(if any)*
Address *(Street Number and Name)*	City or Town	State	ZIP Code

Supplement B,
Reverification and Rehire (formerly Section 3)

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 05/31/2027

Last Name *(Family Name)* from **Section 1.**	First Name *(Given Name)* from **Section 1.**	Middle initial (if any) from **Section 1.**

Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the Handbook for Employers: Guidance for Completing Form I-9 (M-274)

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

Date of Rehire *(if applicable)*	New Name *(if applicable)*		
Date *(mm/dd/yyyy)*	Last Name (Family Name)	First Name (Given Name)	Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date *(mm/dd/yyyy)*

Additional Information (Initial and date each notation.)

☐ Check here if you used an alternative procedure authorized by DHS to examine documents.

THE OUNCE OF PREVENTION FUND OF FLORIDA
HEALTHY FAMILIES FLORIDA
ADVANCE PAYMENT REQUEST

Project Name: _____ Contract Number _____

An advance payment of one twelfth (1/12) of the subcontract amount may be requested.

_____ _____
(Amount) Grant Year

REQUESTED BY:

PAYEE NAME: _____

PAYEE ADDRESS: _____

_____

Name: _____
(Print or Type)

Signature: _____

Title: _____

Date: _____

REVIEWED BY: HEALTHY FAMILIES FLORIDA

Review by: _____

Name: Jennifer Ohlsen

Title: Executive Director

Date: _____

APPROVED BY: THE OUNCE OF PREVENTION FUND OF FLORIDA

Approved by: _____

Name: Douglas Sessions, Jr.

Title: President & CEO

Date: _____

Inspector General

NOTIFICATION/INVESTIGATION REQUEST

Section I.

TO: Keith R. Parks, DCF Inspector General Date:

FROM: Name: Title/Position:

Office: Work Phone:

Work Address:

PURPOSE: ☐ Notification Only ☐ Request for Investigation

☐ I am reporting this matter under the requirements of CFOP 180-4.

☐ I am requesting the protection afforded under the Whistleblower's Act (§ 112.3187 to § 112.3189, Florida Statutes).

Section II. DETAILS OF THE ALLEGATION:

Subject's Name: SSN: Title/ Position:

Program: County: Work Phone:

Work Address:

Classification: ☐ SES/Senior Management ☐ Career Service ☐ OPS ☐ Other:

Any Prior Arrests: ☐ Yes ☐ No If yes, when and offense:

SUMMARY OF EVENTS: (What is the allegation against the employee; what is the basis of the Notification?)

Section III. SPECIFIC REFERRAL INFORMATION (and date referred [mm/dd/yyyy]):

☐ Law Enforcement: ☐ Public Assistance Fraud: ☐ Office of Civil Rights:

☐ State Attorney: ☐ Office of Public Counsel: ☐ Abuse Hot Line:

ACTION TAKEN:

(Indicate any and all disciplinary, personnel or corrective actions already taken along with date of action.)

Arrest reported timely: ☐ Yes ☐ No Employee removed/reassigned from position: ☐ Yes ☐ No

Access to FAHIS removed: ☐ Yes ☐ No Referred to EAP, if applicable: ☐ Yes ☐ No

Is current criminal charge a "disqualifying offense"? ☐ Yes ☐ No

☐ Terminated:

☐ Resigned: ☐ Suspended: Number of days suspended:

☐ Reprimand: ☐ Reassigned: ☐ None

ADDITIONAL COMMENTS:

CONTACT PERSON (if other than requester):

Name: Work Phone:

Title/Position:

Section IV. FOR IG OFFICE USE ONLY:

Accepted by OSIG: ☐ Yes ☐ No Date:

☐ Preliminary ☐ Investigation ☐ Case Review Assigned To:

IG Referred To:

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PROMOTING SAFE AND STABLE FAMILIES REPORT

Name of Person completing report: _____

Site Name:_____

Reporting Period: From: _____ To: _____

( ) July - September
( ) October - December
( ) January - March
( ) April – June

1. List any formal or informal partnerships with other organizations for the purposes of leveraging community resources to meet needs of at-risk families.

2. Identify any partnerships, contracts or relationships with faith-based organizations that contribute to prevention efforts.

3. Describe relationship with local Domestic Violence Coalition and any joint initiatives undertaken

HEALTHY FAMILIES FLORIDA
An affiliate of Healthy Families America®

Letter of Affidavit for E-Verify Status
Fiscal Year 2025-2026

Highlands County Board of County Commissioners attests that:

1. Beginning January 1, 2021, ***Highlands County Board of County Commissioners*** 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 (numeric date) 3 day of (month) April, (year) 2025, by (name of person making statement).

CHANTEL STRAHAN
Notary Public-State of Florida
Commission # HH 408949
My Commission Expires
July 20, 2025

Chantel Strahan
(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known ✓ OR Produced Identification ___ Type of Identification Produced_____

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Highlands County Board of County Commissioners is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Laurie A. Hurner

Title: County Administrator

Signature: _____ Date: 4/3/25

Office of Inspector General

REQUEST FOR IG REFERENCE CHECK

As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. **The request will only be made on the individual that is being recommended to be hired for the position,** if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider. **DO NOT submit a request for each applicant being interviewed.**

Please note, the OIG has two business days to provide a response to all IG Reference Checks.

All completed forms must be submitted as a Word document to Request.for.IG.Reference.Check@myflfamilies.com

Please complete the form in its entirety.

A search of the OIG database is needed on the following individual:

Name: (First) (Middle) (Last)	Date of Birth:	Driver's License Number:
Alias / Nick Name(s) / Maiden Name:		
Current Physical Address:		
Mailing Address if Different:		
Previous Addresses within last 7 years:		
Indicate if the individual is being considered for: ☐ Rehire ☐ Promotion ☐ Transfer ☐ Demotion ☐ New Hire ☐ Other		
Position being considered for:		
Position(s) previously held within the Department (DCF) or DCF Contract or Subcontract Provider:		
IG Reference Check being requested by: Circuit: Program Office: Institution: Provider:	Reply to:	

RESULTS OF IG REFERENCE CHECK: Date IG Reference Check completed: _____

☐ **A search of the OIG database has been conducted and the above-named individual IS NOT NOR HAS BEEN the subject of an OIG investigation with supported findings.**

☐ **Pursuant to § 119.071(7)(k), F.S., "A complaint of misconduct filed with an agency against an agency employee and all information obtained pursuant to an investigation by the agency of the complaint of misconduct is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until the investigation ceases to be active, or until the agency provides written notice to the employee who is the subject of the complaint, either personally or by mail…."**

☐ **A search of the OIG database has been conducted and the following information is provided:**

Within 30 days, return the following response to the OIG (to be completed only if information was provided in response to the IG Reference Check).

☐ **Individual screened was hired for the position.**

☐ **Individual screened was not hired for the position.**

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 7, 2025

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 **$207,417.18** as a cash match contribution for the Healthy Families Highlands grant for the upcoming fiscal year 2025-2026.

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,

Lauire A. Hurner
County Administrator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of State of Florida Law Enforcement Salary Assistance ("LESA") award for Fiscally Constrained Counties and authorize Board Chair to sign the Grant Award Agreement No. LG015 and request adoption of Resolution 24-25-123 for Budget Amendment 24-25-094.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve the award and authorize Board Chair to sign Grant Award Agreement No. LG015 and request adoption of Resolution 24-25-123 for Budget Amendment 24-25-094.

FISCAL IMPACT

The Fiscal Impact will be an increase to Fund 005 (General) to the Countyâ€™s FY24-25 budget in the amount $425,830.25. The total grant amount for the Stateâ€™s FY25-26 from July 1, 2025 thru June 30, 2026 is $1,703,321, however 75% of that amount ($1,277,490.75) will be accounted for in FY25-26.

Attachments: 24-25-094 Project 24050 LESA FY25-26 (BA).pdf
Attachments: 24-25-094R Project 24050 LESA FY25-26 (Resolution).pdf
Attachments: Reg.-1331-2024 Statement of Issue_Proj 24050 LESA FY25-26.pdf
Attachments: LG015 FY25-26 LESA Contract.pdf

REVIEWED
O.M.B DEPARTMENT
July 7, 2025
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/2/2025** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101**

PROJECT(S) #: **24050** PROJECT TITLE(S): **LESA FY25-26** COST CENTER TITLE(S): **Sheriff - 005**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3342130Z**	**FDLE GRANT**	**24050**	**0.00**	**425,830.25**		**425,830.25**
E	**005**	**3101**	**51001Z**	**Project Personal Services**	**24050**	**0.00**	**425,830.25**		**425,830.25**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up and appropriate funding for project #24050 LESA FY25-26 (State's FY) with only 25% of the entire grant allocation falling in the County's FY 24-25.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-094**

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. 24-25-123

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-094 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-094 is hereby approved and authorized to set up and appropriate funding for project #24050 LESA 25-26, State of Florida Law Enforcement Salary Assistance award for Fiscally Constrained Counties for County FY 24-25 with a fiscal impact increase in the amount of $425,830.25 with the remainder of the award in the amount of $1,277,490.75 to be accounted for in FY25-26 for the County, for a total amount of the award of $1,703,321.00.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters

relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

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

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Reg.-1331-2024 **Statement of Issue**

The State of Florida approved an award to Highlands County in the amount of $1,703,321 to continue to assist the Sheriff's Office in increasing the starting pay of deputies. The award is attached along with relevant supporting documentation.

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Highlands County

AWARD AGREEMENT

Award Number:	LG015
Project Title:	Law Enforcement Salary Assistance for Fiscally Constrained Counties
Project Period:	07/01/2025 – 06/30/2026
Awarded Funds:	$1,703,321.00
FLAIR Vendor ID:	596000655
CSFA Catalog Number:	71.067

THIS AWARD AGREEMENT is entered into by and between the Florida Department of Law Enforcement ("FDLE" or "Department") and Highlands County ("Recipient") on behalf of Highlands County Sheriff's Office ("Recipient's Sheriff"). The Department and the Recipient and/or Recipient's Sheriff are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Department has available funds resulting from a single, non-recurring appropriation in The General Appropriations Act, 2025 Legislature, Section 4, Specific Appropriation 1177, Grants and Aids-Special Projects, intended to provide funding to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the Recipient's Sheriff; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The 2025-2026 General Appropriations Act (GAA) contains the following proviso language and provides information on the legislative intent for the use of these funds:

> "From the funds in Specific Appropriation 1177, $25,906,784 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The Recipient has been allocated $1,703,321.00 in funding for this purpose for fiscal year 2025-2026.

This award is subject to the terms and conditions outlined in the following sections of the Agreement.

Section I: Scope of Work
Section II: Reconciliation of Funds
Section III: Reporting Requirements
Section IV: Payments
Section V: Deliverables
Section VI: Administration
Section VII: Award Signatures
Section VIII: Audit Requirements for Awards of State and Federal Financial Assistance
Section IX: Standard Terms and Conditions

Section I: Scope of Work

This state financial assistance award will be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Recipient Responsibilities:

1. The Recipient, through the Recipient's Sheriff, shall provide regular and ongoing law enforcement and correctional services to the community it serves during the project period.
2. The Recipient shall strive to maintain adequate staffing levels based upon the specific needs of the community it serves and in accordance with established policies and procedures.
3. The Recipient shall establish policies and procedures to track disbursements received from the Department and salaries and benefits paid out to deputy sheriffs and correctional officers during the project period, in accordance with generally accepted accounting principles. The portion of salaries and benefits paid using award funds must be tracked separately from other salary dollars.
4. The Recipient shall establish adequate timekeeping policies and procedures to substantiate the number of hours worked by deputy sheriffs and correctional officers under their employment during the project period.
5. The Recipient and/or Recipient's Sheriff shall establish procedures to maintain supporting documentation on file for all expenditures made with state funds during the project period. Copies of supporting documentation must be provided to the Department Grant Manager upon request. Supporting documentation may include but is not limited to: timesheets, paystubs, payroll reports, and general ledgers.
6. The Recipient and/or the Recipient's Sheriff shall provide all of the reports required by **Section III** by the specified deadlines.

Section II: Reconciliation of Funds

The final Quarterly Payroll Certification (QPC) for the previous award year (7/1/2024 – 6/30/2025) is due to the Department by July 15, 2025, in accordance with the previous year's award agreement. The Department will utilize the previous year's reports to reconcile the total amount of state funds received vs. the total amount of state funds expended during the previous award year. No payments shall be issued under this agreement until the reconciliation process is complete.

Any amount of state funds received by the Recipient that was not utilized to increase the salaries of deputy sheriffs and/or correctional officers must be refunded to the Department. The Recipient will be notified in writing if a refund is owed. Refunds must be provided to the Department within 30 days of receipt of the written notification, and no payments shall be issued under this agreement until the refund has been received.

If the reconciliation process determines no refund is owed, the previous year's award shall be closed and the initial payment for this award year shall be initiated by the Department, provided the initial reports required by **Section III** have been submitted.

Section III: Reporting Requirements

The Recipient and/or Recipient's Sheriff shall be responsible for providing the following reports and/or documents by the deadlines specified below.

1. Prior to the initial distribution of funding: the Recipient and/or Recipient's Sheriff must provide to the Department:
    a) A copy of this signed Agreement;
    b) A Spending Plan detailing how salary increases funded by this Agreement shall be distributed to deputy sheriffs and/or correctional officers; and
    c) If not already on file with the Department: a copy of the Recipient's approved Local

Operating Budget for 2024-2025, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries.

2. No later than October 6, 2025: the Recipient and/or the Recipient's Sheriff must provide a report to the Florida Sheriff's Association detailing how funds were distributed to deputy sheriffs and/or correctional officers during the previous award year (7/1/2024 – 6/30/2025). Funding owed under this agreement shall be withheld by the Department until the Department receives confirmation of receipt from the Florida Sheriff's Association.
3. By November 1, 2025: the Recipient and/or the Recipient's Sheriff shall provide a copy of the Recipient's approved Local Operating Budget for 2025-2026, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries. Funding owed under this agreement shall be withheld by the Department until this document is received.
4. No later than 15 days after the end of each quarter: the Recipient and/or the Recipient's Sheriff shall submit a Budget Tracking Period in AmpliFund with a copy of the Quarterly Payroll Certification (QPC) report attached. A copy of the QPC report template shall be provided to the Recipient upon execution of the Agreement. Instructions for submitting Budget Tracking Periods in AmpliFund will be provided to the Recipient upon execution of the agreement.

   The reporting schedule for this award is summarized in the table below. All payments owed under the terms if this award agreement shall be withheld by the Department until the specified reports have been received.

Due Date	Reports Due	QPC Reporting Period
7/15/2025	QPC – submit via email	4/1/2025– 6/30/2025
10/6/2025	Funding summary to FSA – submit via email	
10/15/2025	QPC – submit via AmpliFund	7/1/2025– 9/30/2025
11/1/2025	Approved budget for new fiscal year – submit via email	
1/15/2026	QPC – submit via AmpliFund	10/1/2025– 12/31/2025
4/15/2026	QPC – submit via AmpliFund	1/1/2026– 3/31/2026
7/15/2026	QPC – submit via AmpliFund	4/1/2026– 6/30/2026

Section IV: Payments

The Department will disburse funds to the Recipient in the form of four equal, quarterly cash advances. The Department shall initiate payment of the cash advance upon receipt of the QPC for the previous quarter, provided no other documentation required by **Section III** is outstanding.

Quarter	Quarterly Advance
Q1	$425,830.25
Q2	$425,830.25
Q3	$425,830.25
Q4	$425,830.25
Total	**$1,703,321.00**

The State of Florida's and the Department's performance and obligation to pay under the Agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution All expenditures must be incurred during the term of the project period. The Department's determination of acceptable expenditures shall be conclusive. Expenditures of state financial assistance shall be compliant with laws, rules and regulations specified in §943.361, Florida Statutes.

If the Recipient fails to provide services as outlined in the Agreement, additional distributions of funds will be withheld. Future funding under this program may also be jeopardized. In the event the Recipient ceases the provision of correctional services during the contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted correctional officers from the beginning of the project period through the date the provision of services ceased. The actual costs will be compared

to the distributions to date, and any state funds disbursed in excess of eligible funds expended must be refunded to the Department no later than July 31, 2026.

Section V: Deliverables

Deliverable:	The Recipient will use funding provided by this award to increase salaries for deputy sheriffs and correctional officers under their employment.
Minimum Performance Criteria:	Documentation required for payment includes a Quarterly Payroll Certification for the most recently completed quarter, attesting to the amount of state funds paid to each deputy sheriff and/or correctional officer during that quarter.
Financial Consequences:	Failure to provide the required documentation will result in the withholding of payment.
Deliverable Price:	Total payments for this deliverable will not exceed $1,703,321.00

Section VI: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Recipient Grant Manager

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

Name: Arlene Tuck
Title: Chair, Highlands County
Address: 600 S. Commerce Avenue
Sebring, FL 33870
Phone: 863-402-6500
Email: atuck@highlandsfl.gov

Recipient Chief Financial Officer

Name: Jerome Kaszubowski
Title: Clerk of Courts, Highlands County
Address: 590 S. Commerce Avenue
Sebring, FL 33870
Phone: 863-402-6565
Email: jkaszubowski@highlandsclerkfl.gov

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Angela Ferrara
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1253
Email: AngelaFerrara@fdle.state.fl.us

Section VII: Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in the Agreement, have read and understand the Agreement in its entirety and have executed the Agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Highlands County

Signature: _____

Typed Name and Title: Arlene Tuck, Chair, Highlands County

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Section VIII: Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("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

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) 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 the following email address:

      Electronic copy:
      OCJGSFA@fdle.state.fl.us

   b. The Auditor General's Office at each of the following addresses:

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

      and

      Paper (hard copy):
      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

4. 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.

5. 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) 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 Recipient 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.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES

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

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   - **A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	Law Enforcement Salary Assistance for Fiscally Constrained Counties
CSFA Number	71.067
Award Number	LG015
Award Amount	$1,703,321.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award LG015 are outlined in the award agreement.

Section IX: Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I : GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. Sponsorship: If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

E. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. 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 chapter 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 this 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 record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. Non-Disclosure Agreements: Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. Disputes and Appeals: Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. Insurance: The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. Intellectual Property Rights: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient 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 Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. Prohibited Vendor Lists: The Recent may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The "Convicted Vendor List", pursuant to section 287.133, F.S.
2. The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
3. The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
4. The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
5. The "Suspended Vendor List", pursuant to section 287.1351, F.S.
6. The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient's performance as set forth by the terms and conditions of this Agreement. The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. Advance Payments: While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. Final Payment Request: If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. Refunds: If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. Recoupment of Funds: If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. Legal Proceedings: Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. Duty of Disclosure: This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. Notification of Instances of Fraud: Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

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

B. Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. Public Records Law: The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement (“Public Records”), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (“Public Records Law”). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida’s Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. Public Records Requests: All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient 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 Recipient 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" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

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

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement,** **Office of Open Government, Public Records Section** **P.O. Box 1489** **Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. Compliance: The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. Security Interest: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. Expiration of Security Interest: Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. Allowability: Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. Subrecipient Responsibilities: Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. Subrecipient Agreements: Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:

a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
b) Specific deliverables related to the tasks/activities outlined in the scope of work.
c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.
e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

Further, the Recipient shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Recipient's opinion is likely to become the subject of such a suit, the Recipient may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department will not be liable for any royalties.

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

The indemnification contemplated herein is only to the extent provided in Section 768.28, Fla. Statutes. Nothing in this Agreement shall constitute a waiver of Recipient's sovereign immunity provided under §768.28, Florida Statutes.

SECTION XI: NONPROFIT RECIPIENTS

A. Allocations for Remuneration Form: Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

B. Compensation Paid Using State Funds Form: If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. IRS Form 990: Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. Corrective Action: The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. Termination for Cause: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. Termination Due to Lack of Funds: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to

do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. Recipient's Responsibilities upon Termination: If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. 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.

H. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Recipient believes is excusable under subsection H, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **David Nitz, OMB Manager Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request to certify the maximum millage for FY 25/26.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to certify the maximum millage at 7.8500 mils.

FISCAL IMPACT

Ad Valorem revenue is projected to comprise 61.04% of the total projected General Fund revenues in FY 25/26. Failure to certify millage would put those revenues and state revenue sharing at risk.

Attachments: Reg.-1332-2024 Statement of Issue_Certify Millage FY26.pdf
Attachments: DR-420, DR-420MM-P, DR-420TIF's 2025.pdf

Reg.-1332-2024 Statement of Issue

To comply with Florida Department of Revenue's Truth in Millage (TRIM) requirements in the Florida Statutes Chapter 200, the Board of County Commissioners must certify a maximum millage rate to the Property Appraiser and the Tax Collector by August 4, 2025.

The certified millage can be decreased at the Board's discretion as the budget process continues but cannot be exceeded without extraordinary measures.

The Rollback Rate which allows collection of the same amount of Ad Valorem taxes as the previous year is 7.3046 mils.

The Recommended Budget presented on July 1, 2025, was based on a Millage Rate of 7.600 mils.

FLORIDA DEPARTMENT OF REVENUE

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 7,932,759,482			(1)
2.	Current year taxable value of personal property for operating purposes	$ 643,597,889			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 33,448,749			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 8,609,806,120			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 217,343,141			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 8,392,462,979			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 8,017,308,067			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 9	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	7.6000 per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 60,931,541	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 2,141,910	(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 58,789,631	(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 344,127,697	(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 8,048,335,282	(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	7.3046 per $1000	(16)
17.	Current year proposed operating millage rate	7.7500 per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 66,725,997	(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☑ County	☐ Independent Special District	(19)
		☐ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)	☑ Principal Authority	☐ Dependent Special District	(20)
		☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 58,789,631	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	7.3046 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 62,891,190	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 66,725,997	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	7.7500 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, **minus 1**, multiplied by 100)*	6.10 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/4/2025	5:30 PM EST	600 S. Commerce Ave. Sebring 33870

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer :		Date :
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Instructions on page 3

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Main Street	Base Year : 1988

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 55,744,443	(1)
2.	Base year taxable value in the tax increment area	$ 19,442,710	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 36,301,733	(3)
4.	Prior year Final taxable value in the tax increment area	$ 52,173,518	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 32,730,808	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 34,486,646	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 236,637	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Main Street (Addition; 2016)	Base Year : 2016

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 82,847,533	(1)
2.	Base year taxable value in the tax increment area	$ 43,979,023	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 38,868,510	(3)
4.	Prior year Final taxable value in the tax increment area	$ 77,176,587	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 33,197,564	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 36,925,084	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 239,747	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA DEPARTMENT OF REVENUE

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Airport	Base Year : 2001

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 4,860,335	(1)
2.	Base year taxable value in the tax increment area	$ 1,587,463	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 3,272,872	(3)
4.	Prior year Final taxable value in the tax increment area	$ 4,593,106	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 3,005,643	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 3,109,228	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 21,701	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA DEPARTMENT OF REVENUE

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Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Southside	Base Year : 2001

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 31,244,063	(1)
2.	Base year taxable value in the tax increment area	$ 10,272,052	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 20,972,011	(3)
4.	Prior year Final taxable value in the tax increment area	$ 28,281,764	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 18,009,712	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 19,923,410	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 127,760	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

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Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Avon Park CRA - Southside (Addition; 2016)	Base Year : 2016

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 67,692,473	(1)
2.	Base year taxable value in the tax increment area	$ 25,396,804	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 42,295,669	(3)
4.	Prior year Final taxable value in the tax increment area	$ 40,220,205	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 14,823,401	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 40,180,886	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 106,317	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Sebring CRA	Base Year : 1983

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 118,676,007	(1)
2.	Base year taxable value in the tax increment area	$ 26,517,900	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 92,158,107	(3)
4.	Prior year Final taxable value in the tax increment area	$ 100,085,109	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 73,567,209	(5)

SIGN HERE

Property Appraiser Certification — I certify the taxable values above are correct to the best of my knowledge.

Signature of Property Appraiser :
Electronically Certified by Property Appraiser

Date :
6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 87,550,202	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 531,724	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE

Taxing Authority Certification — **I certify the calculations, millages and rates are correct to the best of my knowledge.**

Signature of Chief Administrative Officer :	Date :	
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : City of Sebring CRA (Expansion; 2003)	Base Year : 2003

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 47,454,573	(1)
2.	Base year taxable value in the tax increment area	$ 12,770,334	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 34,684,239	(3)
4.	Prior year Final taxable value in the tax increment area	$ 46,752,486	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 33,982,152	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 32,950,027	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 243,379	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : Sebring Regional Airport and Industrial Park CRA	Base Year : 1996

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 69,759,023	(1)
2.	Base year taxable value in the tax increment area	$ 8,555,707	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 61,203,316	(3)
4.	Prior year Final taxable value in the tax increment area	$ 68,719,519	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 60,163,812	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 58,143,150	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 434,383	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA

TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating
Community Redevelopment Area : Town of Lake Placid CRA	Base Year : 2017

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	$ 86,808,905	(1)
2.	Base year taxable value in the tax increment area	$ 54,325,680	(2)
3.	Current year tax increment value *(Line 1 minus Line 2)*	$ 32,483,225	(3)
4.	Prior year Final taxable value in the tax increment area	$ 81,764,027	(4)
5.	Prior year tax increment value *(Line 4 minus Line 2)*	$ 27,438,347	(5)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/25/2025 1:51:30 PM

SECTION II: COMPLETED BY TAXING AUTHORITY **Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:

6a.	Enter the proportion on which the payment is based.	95.00 %	(6a)
6b.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 6a)* ***If value is zero or less than zero, then enter zero on Line 6b***	$ 30,859,064	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	$ 200,262	(6c)

7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:

7a.	Amount of payment to redevelopment trust fund in prior year	$	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	per $1,000	(7b)
7c.	Taxes levied on prior year tax increment value *(Line 5 multiplied by Line 7b, divided by 1,000)*	$	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value *(Line 7a divided by Line 7c, multiplied by 100)*	%	(7d)
7e.	Dedicated increment value *(Line 3 multiplied by the percentage on Line 7d)* ***If value is zero or less than zero, then enter zero on Line 7e***	$	(7e)

SIGN HERE	**Taxing Authority Certification**	**I certify the calculations, millages and rates are correct to the best of my knowledge.**	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2025	County : Highlands
Principal Authority : Highlands County Board of County Commissioners	Taxing Authority : Highlands County BCC - Operating

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☑ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	7.3046 per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from ***2023*** Form DR-420MM, Line 13	16.6976 per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	7.6000 per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$ 8,017,308,067	(5)
6.	Prior year maximum ad valorem proceeds with majority vote ***(Line 3 multiplied by Line 5 divided by 1,000)***	$ 133,869,803	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$ 2,141,910	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote ***(Line 6 minus Line 7)***	$ 131,727,893	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$ 8,048,335,282	(9)
10.	Adjusted current year rolled-back rate ***(Line 8 divided by Line 9, multiplied by 1,000)***	16.3671 per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation ***(Enter Line 10 if adjusted or else enter Line 2)***	16.3671 per $1,000	(11)
12.	Adjustment for change in per capita Florida personal income ***(See Line 12 Instructions)***	1.0451	(12)
13.	Majority vote maximum millage rate allowed ***(Line 11 multiplied by Line 12)***	17.1053 per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed ***(Multiply Line 13 by 1.10)***	18.8158 per $1,000	(14)
15.	Current year adopted millage rate	7.7500 per $1,000	(15)
16.	**Minimum vote required to levy adopted millage:** (Check one)		(16)

☑ a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. ***Enter Line 13 on Line 17.***

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to adopted rate. ***Enter Line 15 on Line 17.***

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the adopted rate. ***Enter Line 15 on Line 17.***

☐ d. Referendum: The maximum millage rate is equal to the adopted rate. ***Enter Line 15 on Line 17.***

17.	The selection on Line 16 allows a maximum millage rate of ***(Enter rate indicated by choice on Line 16).***	17.1053 per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$ 8,609,806,120	(18)

Continued on page 2

19.	Current year adopted taxes ***(Line 15 multiplied by Line 18, divided by 1,000).***	$ 66,725,997	(19)
20.	Total taxes levied at the maximum millage rate ***(Line 17 multiplied by Line 18, divided by 1,000).***	$ 147,273,317	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***

21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage . ***(The sum of all Lines 19 from each district's Form DR-420MM-P)***	$ 0	(21)
22.	Total current year adopted taxes ***(Line 19 plus Line 21).***	$ 66,725,997	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage ***(The sum of all Lines 20 from each district's Form DR-420MM-P).***	$ 0	(23)
24.	Total taxes at maximum millage rate ***(Line 20 plus Line 23).***	$ 147,273,317	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☑ YES ☐ NO	(25)

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :	Date :	
Title :	Contact Name and Contact Title :	
Mailing Address :	Physical Address :	
City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

Instructions on page 3

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report as of July 9, 2025.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range Update (7925).pdf

LONG RANGE ATTORNEY LOG

***Bolded/underlined** language identifies updates*

Matter	Notes
Employee Manual revisions	The legal team is currently focusing on clarifying Disaster Pay, Holiday Pay, and the travel policy in the new Personnel Manual that will come before the Board for approval later this year.
Hospital sale issues	The Hospital Board has hired a law firm out of Tallahassee to draft proposed legislation that will assist the County with the ultimate sale of the hospital. The County Attorney's Office will help the process in any way requested in order to meet the Board's objective of selling the hospital.
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads)	Agreement has been forwarded to the City of Avon Park for first road take over. The County and Avon Park are also working toward an effective tool for dealing with enclaves and annexation. **We have not heard back from the City nor have we received any further contact from the other entities regarding working toward a mutual solution to this problem.**
Revisions to organization of Advisory Board and Committees	The County Attorney's Office continues to bring forward revisions to the boards and committees The County Attorney's Office has conducted meetings with staff liaisons for the Industrial Development Authority/Economic Development Commission (IDA/EDC), the Lake Istokpoga Management Committee (LIMC), and the Natural Resources Advisory Commission (NRAC) to gather additional information necessary to effectuate the proposed anticipated changes to these Committees. The County Attorney's Office continues to work with staff to finalize the proposed changes to bring before the Board.
Update/Repeal of County policies which have been individually adopted, and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	The County Attorney's Office continues to work with Purchasing on the agreed framework for the new Procurement Manual, in addition to making revisions to the platform and documentation for solicitations.
Court Administration Interlocal Agreement	**On June 18, 2025, Court Administration contacted our office to inform us that its General Counsel is reviewing our last version of the Agreement and should have something to us within the next couple of weeks. As a side note, although the Agreement has not been finalized the Court has followed the budget process established in the Agreement for its budget requests for FY25-26.**

Fee Schedule	The County Attorney's Office is working with County staff to ensure that the County's Fee Schedule is being applied as permissible and consistently. Landfill and other solid waste related fees are currently being analyzed, and the revisions will be brought before the Board shortly. **We are also in the process of drafting documents to ensure that the fee revisions do not negatively impact the County's Solid Waste Contract and the Municipalities. We anticipate having all items related to this matter brought before the Board by the first meeting in August.**
TDC Grant Application and Agreement	The County Attorney's Office is working with TDC staff to revise the current Grant Application and associated Agreement.
Facility Use Agreement	The County Attorney's Office is working with County staff to revise the current Facility Use Agreement.
Code of Ordinances	The County Attorney's Office is reviewing the County's Code of Ordinances to identify obsolete ordinances that should be repealed or updated. Currently, the trespass ordinance and Land Development Regulations are being reviewed, and recommendations will be coming to the Board for approval in the coming months.
Local Business Tax Act	The County Attorney's Office has attended meetings with all of the Commissioners regarding the re-establishment of the Business Tax Receipt (BTR) to understand the expectations of each. The County Attorney's Office is now completing additional research based on discussions with each Commissioner. We will schedule a meeting with the Tax Collector once we have a working document so that we can discuss fees for his administration of the BTR.
Housing (SHIP) Mortgage Documents	The County Attorney's Office will be reviewing and revising the SHIP Mortgage documents including the Satisfaction of Mortgage and Release documents to accommodate issues that we have been experiencing with title companies and with amending documents as necessary based on changes to the SHIP arrangement with property owners.
Ordinance changes for Fire Rescue	The County Attorney's Office continues to review the ordinance changes requested by Fire Rescue and is conducting research accordingly. **The County Attorney's Office met with Fire Rescue on July 9, 2025 to review and discuss the first round of edits. A second meeting has been scheduled for July 30, 2025.**
Code Enforcement	The County Attorney's Office is working with Code Enforcement to prioritize liens which are appropriate for foreclosure and violations which are appropriate for nuisance type lawsuits. We will bring the information to the Board for a decision as to proceeding forward once the information is fully gathered.
Unsafe Use of Right of Way ~~Solicitation~~ Ordinance	**After careful consideration of this matter, we ultimately determined that a better approach was to handle this problem as "unsafe use of the public roadway" by "vulnerable road users" (defined). We believe that the final proposed Ordinance will address all of the issues posed by the Board and Sheriff at the initial public hearing on this subject.**
Hobby Breeder Statement of Legislative Intent	**The County Attorney's Office has been asked to prepare a statement of legislative intent (SOLI) to propose an Ordinance which requires licensing for hobby animal breeders. We are currently working on this and should have a SOLI for consideration for one of the meetings in August.**
IMWID Ordinance Revisions	**The County Attorney's Office in conjunction with County Administration is working with certain District land owners to find a solution to deal with the lack of funding to further maintain the District infrastructure.**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 15, 2025

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

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

PRESENTER:

SUBJECT/TITLE: **Board payables from July 15, 2025, through August 4, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of board payables

FISCAL IMPACT