HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, August 20, 2024
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board of Supervisors meeting on Tuesday, August 15, 2023, at 3:00 p.m., in the HSWCD Conference room of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Children's Services Council will hold a general body meeting on Wednesday, August 16, 2023, at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, August 16, 2023, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Recreation & Parks Advisory Committee will hold a regular meeting on Thursday, August 18, 2023, at 2:00 p.m., in the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Road, Sebring

The Healthy Families Highlands Advisory Board Subcommittee of the Children's Services Council will hold an advisory board meeting on Tuesday, August 22, 2023, at 9:00 a.m., at 7205 S. George Blvd., Sebring

The Local Mitigation Strategy Working Group will hold a special meeting on Wednesday, August 23, 2023, at 8:00 a.m., in Room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Board of Commissioners of the Highlands County Hospital District will hold a regular meeting on Thursday, August 24, 2023, at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold a special meeting for the purpose of holding a workshop to determine the Board's priorities on Tuesday, August 29, 2023, at 9:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Heartland Library Cooperative Governing Board will hold a regular meeting on Wednesday, August 30, 2023, at 10:30 a.m., at the Lake Placid Memorial Library, at 205 W. Interlake Blvd., Lake Placid, FL

County offices will be closed on Monday, September 4, 2023, in observance of the Labor Day Holiday

The Highlands County Board of County Commissioners will hold a regular meeting on Thursday, September 7, 2023, at 9:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Board of County Commissioners will hold the first Public Hearing to consider the proposed FY 23/24 Budget on Thursday, September 7, 2023, at 5:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Move to adopt Resolution 23-24-174, approving the Agreement for the transfer of Sun 'N Lake Boulevard to Sun 'N Lake Improvement District and the Commitment to Begin Construction of Certain Improvements to Schumacher Road on or before September 30, 2027.*
Sherry G. Sutphen, County Attorney
The estimated County cost for design and construction of the paved segment of Schumacher Road, from Ortega Street to Blueberry Road, is approximately $650,000.00 and the estimated Sun 'N Lake Improvement District cost of milling and resurfacing Sun 'N Lake Boulevard which will need to be completed within the next seven years is approximately $650,000.00. As such, these amounts off set one another. The future costs associated with maintaining the new segment of Schumacher Road will be a savings for the County since the County will no longer be responsible for regular maintenance of Sun 'N Lake Boulevard.
Res. 23-24.174.Sun N Lake Blvd Transfer.Schumacher.SGS.docx
Doc.pdf

8.B *Request to approve Amendment No. 4 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission removing "pull through" specification from deliverables in the scope of work.*
Leah Sauls, Development Services Director
No additional fiscal impact from the original Agreement.
20126-A4 Highlands County - Amendment.pdf
EXECUTED_FWC_Contract_20126-A3_Highlands_County_Amendment3.pdf
EXECUTED FWC Contract 20126-A2 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126-A1 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126_-_Highlands_County_-_Agreement_Final_-_bee - Copy.pdf

20126_-_Highlands_County_-_Attachment_A_-_SOW_2021.02.11.pdf

8.C *Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $3,703.00, and adopt Resolution 23-24-166 for Budget Amendment 23-24-157.*
Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $3,703.00. The grant funds are being appropriated in Project 23103, account 53400Z (Project Contractual Svcs).
FSF Grant Contract Motosurf 2024.pdf
23-24-157R Project 23103 2024 Motosurf GP of Sebring (Resolution).pdf
23-24-157 Project 23103 2024 Motosurf GP of Sebring (BA).pdf

8.D *Request acceptance of the Florida Network of Children's Advocacy Centers (FNCAC) for Direct Service Provision Grant.*
Gail T. Werley, Children's Advocacy Center Manager
The fiscal impact is an increase to Fund 005 (General) Cost Center 3995 (Children's Advocacy Center) for FY24-25 in the amount of $4,991.98.
DCF Trust Fund Contract with FNCAC FY24.25.pdf

8.E *Request approval of a NewEvent Tourist Development Grant for annual Lake Placid Florida Nationals Dragboat Event in Highlands County for years 2024 - 2026.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in the current fiscal year for marketing said event. The Lake Placid Florida Nationals Dragboat Event is eligible for $17,125.00 for Year #1 (2024), $18,312.50 for Year #2 (2025), and $18,312.50 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
SODA Grant Contract.signed.pdf

8.F *Request approval of a NewEvent Tourist Development Grant for annual UFFL Weekend Warrior Tournament in Highlands County for years 2024 - 2026.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in the current fiscal year for marketing said event. The UFFL Weekend Warrior Tournament is eligible for $15,400.00 for Year #1 (2024), $16,300.00 for Year #2 (2025), and $16,300.00 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).
UFFL Grant Contract.signed.pdf

8.G *Request approval of the State of Florida Department of Environmental Protection (FDEP) amendment 02 for the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.*
Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater
No fiscal impact.
Highlands County SW280230 A2 Ext.pdf

8.H *Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposal of Tangible Personal Property, and to allowthe Surplus disposed of by*

Utilizing the Board's contract with Insight Auctioneers or other auction service companies pursuant to section 274.05 Florida Statutes.
Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director
The fiscal impact in unknown. Revenue generated from sale proceeds will be distributed into the appropriate revenue accounts.
Solid Waste Surplus List.pdf

8.I *Request approval of an Agreement with Consolidated Resources Recovery, Inc. for Mulching and Processing of Wood and Yard Waste Services Pursuant to ITB 24-018-KSB.*
Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director
There is no fiscal impact to Fund 401(Solid Waste) or the overall FY 23/24 budget as funds were budgeted in FY 23/24 for Mulching and Processing of Wood and Yard Waste Services in Cost Center 4210 (Refuse Disposal System) Account 53437 (Other Contractual Services).
Attachment A ITB 24-018-KsB mulching Prcocessing of Wood Yard waste svcs. Recommend. for award.pdf
Highlands Cnty Agreement Signed CJS 8-14-24.pdf

8.J *Request adoption of Resolution 23-24-155 for Budget Amendment 23-24-144 to transfer funds from project # 18051, Rescue Fire Station 36 to project # 23091, Lake Placid Fire Station 36 (Meeting of the Districts).*
Tiffany Gunn, Capital Projects Manager
Fiscal impact is an increase of $18,818.85 to Fund 355 (HCFPIRN LTD Capital) to project # 18051 which will then be transferred to project # 23091, Fund 144 (Lake Placid Special Benefit Fire District).
23-24-144 Xfer Funds_Proj 18051 to Proj 23091 LP Fire Station 36 (BA).pdf
23-24-144R Xfer Out Funds fm Proj 18051 to SBD Proj_LP Fire Station 36 (Resolution).pdf

8.K *Request adoption of Resolution 23-24-177 for Budget Amendment 23-24-162 to realign ARPA funds from EOC project # 19040 to Road and Bridge Emergency Storage Warehouse project # 20076.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is a decrease of $13,888.35 from project # 19040, EOC Expansion and a increase of $13,888.35 to project # 20076, Emergency storage. The net fiscal impact is $0.00 as we are simply reallocating funds between projects.
23-24-162 Realigning Funding Proj 19040 to Proj 22076 (ARPA Funds) (BA).pdf
23-24-162R Realigning Funding Proj 19040 to Proj 22076 (ARPA Funds) (Resolution).pdf

8.L *Request adoption of Resolution 23-24-176, responding to City of Avon Park initiating Resolution 2024-04, pertaining to Interlocal Service Boundary Agreement negotiations pursuant to Florida Statutes, Section 171.203.*
Sherry G. Sutphen, County Attorney
Leah Sauls, Development Services Director
No fiscal impact.
Resolution.ISBA.Avon Park.SGS.pdf

8.M *Request to adopt Resolution 23-24-167 for Budget Amendment 23-24-156 to appropriate Sheriff's Miscellaneous Revenue.*
Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $211,864.66.
23-24-156 Sheriff_Appropriate Add'l Misc Revenue (BA).pdf
23-24-156R Sheriff_Appropriate Add'l Misc Revenue (Resolution).pdf

8.N *Request acceptance of a grant from the Florida Network of Children's Advocacy Center (FNCAC) for cost reimbursement of CAC and CPT direct services to child victims and their non-offending caregivers.*
Gail T. Werley, Children's Advocacy Center Manager
The fiscal impact is an increase to Fund 005 (General) Cost Center 3995 (Children's Advocacy Center) for FY23-24 in the amount of $94,406.48.
CAC23 Highlands FNCAC GR-CPT Contract 8.14.24.pdf

8.O *Request for approval to accept a grant from the Florida Network of Children's Advocacy Center (FNCAC) for VOCA-Bridge the GAP funding for cost reimbursement of CAC and CPT direct services to child victims and their non-offending caregivers.*
Gail T. Werley, Children's Advocacy Center Manager
The fiscal impact is an increase to Fund 005 (General) Cost Center 3995 (Children's Advocacy Center) for FY23-24 in the amount of $4,266.55
FNCAC Bridge The Gap Contract FY24-25 8.14.24.pdf

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Ordinance 23-24-36, extending the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.*
Leah Sauls, Development Services Director
JD Landford, PE, County Engineer
The fiscal impact is not determinable at this time but is an estimated loss of $2.5 million per year (500 new homes x approx. $5,000 per home impact fee assessment) that will not be collected for capital improvement items.
Ordinance_Chapter 13.suspending Impact Fees.ls.SGS (002).docx
Ordinance 23-24-36 revised proof.pdf

10.B *Request to Adopt Resolution 23-24-162 to vacate an Existing Drainage Easement at 351 Fox Trail, Sebring, FL 33876.*
JD Langford, P.E., County Engineer
No Fiscal Impact.
VOE - 351 Fox Trail Agenda Packet.pdf

10.C *Request to Adopt Resolution 23-24-91 to Vacate a Portion of a Drainage Easement at 423 Catfish Creek Rd, Lake Placid, FL 33852*
J.D. Langford, P.E., County Engineer
No fiscal impact.
VOE - 423 Catfish Creek Rd Agenda Packet Updated 08.06.2024.pdf

10.D *Public hearing to consider adoption of P&Z Hearing No. 2162, changing the Official Zoning Atlas for an approximate 0.52-acres from Business District with a Conditional Use (B-3 CU) to Business District (B-3).*
Sergio Garcia, Planner II

There is no fiscal impact.
1. Staff Report P&Z 2162 for BCC.pdf
2. Application P&Z 2162.pdf
Resolution PZ 2162 - Storage Fla.sgs.pdf

10.E *Public hearing to consider adoption of P&Z Hearing No. 2163, changing the Official Zoning Atlas for an approximate 1.26-acre parcel, from Agricultural District (AU) to Business District (B-3).*
Sergio Garcia, Planner II
There is no fiscal impact.
1. Staff Report P&Z 2163 for BCC.pdf
2. Application P&Z 2163 for BCC.pdf
3. Resolution P&Z 2163 for BCC.pdf

11 ACTION AGENDA

11.A *Request approval of Consultant Service Authorization (CSA) #4 with Kimley-Horn Associates, Inc. for a structural analysis of the Arbuckle Creek Road Bridge (FDOT Bridge # 090007).*
Richard Oujevolk, P.E., Project Manager
JD Langford, P.E., County Enginering
Funds will be transferred from the Cost Center 9990A Reserve for Contingency Account 59900 to Cost Center 4101 Account 53100.
20-024 Kimley Horn CSA 4 v2-Agenda Version.pdf

11.B *Request direction for the purchase and installation of the requested 3 culverts under Lake Lotela Dr. for stormwater purposes.*
JD Langford, P.E., County Engineer
There is no fiscal impact to Fund 005 (General Fund), Cost Center 4501 (Critical Infrastructure), Account 53400 (Contractual Services) because the funds are already budgeted. The current balance in this account is $485,630.00 and the cost of the culverts and installation is to be determined depending on which step the board directs staff to take.
839613-WRC-2022-PP-GUARDRAIL.pdf
EXHIBIT-A-11x17.pdf

11.C *Request Approval of Budget Amendment No. 23-24-147 to fund an analysis of the Arbuckle Creek Road Bridge (Highlands County, FDOT Bridge # 090007).*
JD Langford,P.E., County Engineer
Richard Oujevolk,P.E., Project Manager
The fiscal impact in Fund 110 (Transportation Trust) is a transfer of $66,535.00 from Cost Center 9990A (Budgetary Expenditures AC/110), Account 59900 (Reserve for Contingency), to Cost Center 4101 (Engineering Services), Account 53100 (Professional Services) for net fiscal impact of $0.00.
BA 23-24-147 Arbuckle Creek Bridge Analysis.pdf
23-24-147 Arbuckle Creek Bridge Analysis (Reserve).pdf

11.D *Presentation to consider the Proposed Budget for FY 24/25.*
David Nitz, OMB Manager
Laurie Hurner, County Administrator
The fiscal impact for the Proposed Budget is the current budget amount of all funds

totaling $220,330,165.00..
Proposed 24-25 Budget Presentation - 8-20-24.pdf

12 COUNTY ADMINISTRATOR AND LEGAL

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

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

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from August 20, 2024, through September 4, 2024*

15 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Move to adopt Resolution 23-24-174, approving the Agreement for the transfer of Sun 'N Lake Boulevard to Sun 'N Lake Improvement District and the Commitment to Begin Construction of Certain Improvements to Schumacher Road on or before September 30, 2027.**

STATEMENT OF ISSUE

Florida Statutes, Section 335.0415(3), authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities. On June 18, 2024, the board directed the County Administrator and the County Attorney to prepare the necessary documents to transfer Sun 'N Lake Boulevard to Sun 'N Lake Improvement District. Following the formal action taken by Sun 'N Lake Improvement District related to the road transfer Agreement, on August 6, 2024, the board recognized the importance of making a commitment related to the construction of certain improvements to Schumacher Road. The below entitled Resolution 23-24-174, approves the Agreement with Sun 'N Lake Improvement District, legally transferring ownership and full maintenance responsibility of Sun 'N Lake Boulevard to Sun 'N Lake Improvement District, with no further ownership or maintenance responsibility on the part of the County and commits to beginning construction on or before September 30, 2027, to Schumacher Road, from Ortega Street to Blueberry Road, which improvements shall include a change to the road classification of the area from a Category 3 – County Unpaved Road to a Category 1 – County Paved Road.

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE TRANSFER OF SUN 'N LAKE BOULEVARD AND COMMITMENT RELATED TO CONSTRUCTION OF CERTAIN IMPROVEMENTS TO SCHUMACHER ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR COMMITMENT TO BEGIN CONSTRUCTING CERTAIN IMPROVEMENTS TO SCHUMACHER ROAD; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECOMMENDED ACTION

Request adoption of Resolution 23-24-174, approving the Agreement for the transfer of Sun 'N Lake Boulevard to Sun 'N Lake Improvement District and the Commitment to Begin Construction of Certain Improvements to Schumacher Road on or before September 30, 2027.

FISCAL IMPACT

The estimated County cost for design and construction of the paved segment of Schumacher Road, from Ortega Street to Blueberry Road, is approximately $650,000.00 and the estimated Sun ‘N Lake Improvement District cost of milling and resurfacing Sun ‘N Lake Boulevard which will need to be completed within the next seven years is approximately $650,000.00. As such, these amounts off set one another. The future costs associated with maintaining the new segment of Schumacher Road will be a savings for the County since the County will no longer be responsible for regular maintenance of Sun ‘N Lake Boulevard.

Attachments: Res. 23-24.174.Sun N Lake Blvd Transfer.Schumacher.SGS.docx
Doc.pdf

RESOLUTION NO. 23-24-174

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE TRANSFER OF SUN 'N LAKE BOULEVARD AND COMMITMENT RELATED TO CONSTRUCTION OF CERTAIN IMPROVEMENTS TO SCHUMACHER ROAD; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR COMMITMENT TO BEGIN CONSTRUCTING CERTAIN IMPROVEMENTS TO SCHUMACHER ROAD; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sun 'N Lake Boulevard is a local residential road that lies wholly within the jurisdictional limits of Sun 'N Lake Improvement District ("District") and is currently owned and maintained by Highlands County; and

WHEREAS, the District has agreed to accept ownership, maintenance and operational responsibility for Sun 'N Lake Boulevard, in its entirety, so long as the County commit to making certain improvements to Schumacher Road; and

WHEREAS, the County has determined that transferring ownership and all responsibility of Sun 'N Lake Boulevard in exchange for constructing certain improvements to Schumacher Road is cost-effective and in the best interest of the citizens and traveling public of Highlands 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 recitals are hereby adopted.

SECTION 2. **Approval of Agreement and Authorization to Execute.** The Agreement for Transfer of Sun 'N Lake Boulevard attached hereto as **Exhibit "A**,**"** is hereby approved and the Chairperson/Vice-Chairperson is hereby authorized to execute the same on behalf of the County.

SECTION 3. **Commitment to Begin Construction of Certain Improvements to Schumacher Road.** Highlands County hereby commits to beginning construction of improvements, on or before September 30, 2027, to Schumacher Road, from Ortega Street to Blueberry Road, which improvements shall include a change to the road classification of the area from a Category 3 – County Unpaved Road to a Category 1 – County Paved Road.

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 the Right of Way Improvement Agreement, 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 upon adoption.

PASSED AND ADOPTED this ____ day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

EXHIBIT “A”

Agreement for Transfer of Sun ‘N Lake Boulevard

AGREEMENT FOR TRANSFER OF PUBLIC ROAD BETWEEN SUN 'N LAKE IMPROVEMENT DISTRICT AND HIGHLANDS COUNTY, FLORIDA RELATED TO SUN 'N LAKE BOULEVARD

This Agreement is made by and between the Sun 'N Lake Improvement District, a Independent Special District of the State of Florida ("DISTRICT"), and Highlands County, a political subdivision of the State of Florida ("HIGHLANDS"), and their respective successors and assigns.

WITNESSETH

WHEREAS, Florida Statutes, Section 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Sun 'N Lake Boulevard is a local residential road that is currently owned and maintained by the County which lies wholly within the jurisdictional limits of the DISTRICT; and

WHEREAS, the DISTRICT has requested, and HIGHLANDS has agreed to transfer Sun 'N Lake Boulevard, in its entirety, as more particularly described herein ("ROAD") to the DISTRICT, along with all ownership, maintenance and operational responsibilities therefor; and

WHEREAS, Florida Statutes, Section 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of DISTRICT and of HIGHLANDS.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

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

SECTION 2: Description of public roads subject to agreement
The ROAD, as roughly depicted on the map attached hereto as **Exhibit "A"**, and made a binding part hereof by this reference, and as more particularly described as:

> **SUN'N LAKES BOULEVARD LYING BETWEEN THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 27 AND THE EASTERLY RIGHT OF WAY LINE OF BALBOA BOULEVARD AND LYING WITHIN SECTIONS 7, 8, 9, & 10, TOWNSHIP 34 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, FLORIDA.**

SECTION 3: Transfer and acceptance of roads
HIGHLANDS agrees to transfer the ROAD, by County Deed, as described above, and DISTRICT agrees to acknowledge and accept the transfer by Resolution adopted by the Governing Body of the

DISTRICT. Upon the delivery and recorded County Deed and affirmative acceptance by the DISTRICT through Resolution recorded by the DISTICT, the parties agree that the ROAD thereby transferred will no longer be a part of the Highlands County road system, will become part of the Sun 'N Lakes Improvement District road system, and all ownership of the ROAD and any right of way utilization permits issued related to the ROAD, as well as the responsibility for and operation and maintenance of the ROAD and associated infrastructure will lie with and in the DISTRICT.

SECTION 4: Liability for torts
As provided in Florida Statutes, Sections 335.0415 and 337.29, upon transfer of the ROAD from HIGHLANDS to the DISTRICT, liability for torts in any way related to the ROAD shall lie solely with and in the DISTRICT, subject to the limitations of liability set forth in Florida Statutes, Section 768.28, and any other applicable sovereign immunity defense and/or defenses available under applicable Florida law. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the DISTRICT's or the COUNTY's right to sovereign immunity or an increase in the limits of liability contained in Florida Statutes, Section 768.28, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads
COUNTY and DISTRICT shall each pay their own staff time and legal expenses related to this transfer. The COUNTY will record this Agreement and County Deed at its expense. The DISTRICT shall record the acceptance Resolution at its expense.

SECTION 6: Term
This Agreement shall be in effect from the date of execution by the last party hereto and shall be in full force and effect until completion of the transaction and ROAD transfer contemplated herein.

SECTION 7: Entire Agreement
This Agreement and any amendments hereto constitute the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Agreement or the parties hereto.

SECTION 8: Notice
The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the County and to the School. All notices required and/or made pursuant to this Agreement to be given to the County and the School shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

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

DISTRICT: Sun 'N Lake Improvement District
Attention: District Manager
5306 Sun 'N Lake Boulevard
Sebring, Florida 33872

SECTION 9: Governing Law and Venue
The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida.

SECTION 10: Waiver
Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 11: Amendment
The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 12: Severability
All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 13: Joint Negotiations
This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

[Signatures on Following Page]

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

HIGHLANDS COUNTY

Kevin Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

SUN 'N LAKE IMPROVEMENT DISTRICT

Print: Beverly E. Phillips
Title: President

ATTEST:

Print: Raymond Bossart GM
9 AUG 2024

EXHIBIT "A"

Highlands County Engineering Department

Reference Map

SUN'N LAKE BOULEVARD FROM U.S. HIGHWAY 27 TO BALBOA BOULEVARD

Prepared By: Doug Nietubicz
Highlands County Engineering Department
S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

For Reference Only - Not A Boundary Survey

Map Created: 6/17/2024

1 inch = 2,200 feet



G:\PROJECTS\Other Projects\SUN N LAKE BLVD TRANSFER\All Drawings\Sun'n Lake Boulevard location map.mxd, Date Saved: 6/17/2024 4:40:36 PM, User: Dnietubi

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request to approve Amendment No. 4 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission removing "pull through" specification from deliverables in the scope of work.**

STATEMENT OF ISSUE

The Commission and Grantee have partnered together to amend the Term of Agreement No. 20126 allowing for the removal of the specification of the parking spots being "pull through" from the deliverables.

The plans and construction of the work have been completed and both were approved by FWC along the way, but in approving, the specification of the parking spaces needing to be "pull through" was overlooked. To avoid requiring the county to redo the plans and construction, FWC proposed simply removing the term "pull through" from the deliverables.

RECOMMENDED ACTION

Request to approve Amendment No. 4 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission removing "pull through" specification from deliverables in the scope of work.

FISCAL IMPACT

No additional fiscal impact from the original Agreement.

Attachments: 20126-A4 Highlands County - Amendment.pdf
EXECUTED_FWC_Contract_20126-A3_Highlands_County_Amendment3.pdf
EXECUTED FWC Contract 20126-A2 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126-A1 Highlands County Amendment-scan.pdf
EXECUTED FWC Contract 20126_-_Highlands_County_-_Agreement_Final_-_bee - Copy.pdf
20126_-_Highlands_County_-_Attachment_A_-_SOW_2021.02.11.pdf

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. 20126, Amendment 4

This Amendment to Agreement No. 20126, referred to as the Amended Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Highlands County Board of County Commissioners, 59-6000655, whose address is 501 S. Commerce Ave, Sebring, Florida 33875, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Amended Agreement, the parties agree to amend the Amended Agreement as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Section 2, Project Deliverables of Attachment A, Scope of Work of the Amended Agreement is hereby amended to read as follows:

Deliverable 1: The Grantee will, through own staff or contracted services, construct and expand the Istokpoga Park parking area with ninety-eight (98) additional trailer parking spaces.

Deliverable 1 Tasks:

- Install approximately ninety-eight (98) new trailer parking spaces.

Compensation: Total payment for this deliverable will not exceed $36,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide proof of services rendered; invoices; proof of payment; and photographs of the parking lot in construction and once completed.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

SIGNATURES

All provisions of the Amended Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. 20126 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #3

This Amendment to Agreement No. #20126, referred to as the Amended Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County Board of County Commissioners, 59-6000655, whose address is 501 S. Commerce Ave, Sebring, Florida 33875, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Amended Agreement, the parties agree to amend the Amended Agreement as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Section 3, Agreement Period of the Amended Agreement is hereby amended to read as follows:

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 12/31/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

Section 1, Project Description, Part D, Term of Agreement of Attachment A, Scope of Work of the Amended Agreement is hereby amended to read as follows:

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until December 31, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by December 31, 2024.**

SIGNATURES

All provisions of the Amended Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. #20126 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kevin J. Roberts	LTC Rob Rowe Digitally signed by LTC Rob Rowe Date: 2024.06.27 13:32:22 -04'00'
Recipient Signature	Executive Director (or Designee) Signature
Kevin j Roberts	Rob Rowe
Print Name	Print Name
Chairman	Deputy Director
Title	Title
06/18/2024	6/27/2024
Date	Date

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #2

This Amendment to Agreement No. #20126, referred to as the Amended Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County Board of County Commissioners, 59-6000655, whose address is 501 S. Commerce Ave, Sebring, Florida, 33875, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Amended Agreement, the parties agree to amend the Amended Agreement as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Section 3, Agreement Period of the Amended Agreement is hereby amended to read as follows:

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 6/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

Section 1, Project Description, Part D, Term of Agreement of Attachment A, Scope of Work of the Amended Agreement is hereby amended to read as follows:

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

Remainder of page has been left blank intentionally.
Signature page to follow.

SIGNATURES

All provisions of the Amended Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. #20126 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kevin J. Roberts	Brian G. Smith Digitally signed by Brian G. Smith Date: 2023.12.21 12:23:37 -05'00'
Recipient Signature	Executive Director (or Designee) Signature
Kevin J. Roberts	Brian G. Smith
Print Name	Print Name
Chairperson	Colonel
Title	Title
December 19, 2023	12/21/23
Date	Date

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #2

This Amendment to Agreement No. #20126, referred to as the Amended Agreement, is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and the Highlands County Board of County Commissioners, 59-6000655, whose address is 501 S. Commerce Ave, Sebring, Florida, 33875, hereinafter "Recipient," collectively, "Parties".

CHANGES TO THE CONTRACT

In consideration of the mutual benefits set forth herein and, in the Amended Agreement, the parties agree to amend the Amended Agreement as follows, which amendments shall govern to the exclusion of any provision of the Amended Agreement to the contrary:

Section 3, Agreement Period of the Amended Agreement is hereby amended to read as follows:

> Agreement Period and Commission's Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 6/30/2024. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

Section 1, Project Description, Part D, Term of Agreement of Attachment A, Scope of Work of the Amended Agreement is hereby amended to read as follows:

> **Term of Agreement**: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30, 2024. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2024.**

Remainder of page has been left blank intentionally.
Signature page to follow.

SIGNATURES

All provisions of the Amended Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement No. #20126 to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
Highlands County Board of County Commissioners	**Florida Fish and Wildlife Conservation Commission**
Kevin J. Roberts	Brian G. Smith Digitally signed by Brian G. Smith Date: 2023.12.21 12:23:37 -05'00'
Recipient Signature	Executive Director (or Designee) Signature
Kevin J. Roberts	Brian G. Smith
Print Name	Print Name
Chairperson	Colonel
Title	Title
December 19, 2023	12/21/23
Date	Date

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

8C

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: March 16, 2021

PRESENTER:	**Leah Sauls, Development Services Director** **Gator Howerton, County Engineer** **Chantel Brutus, Tourism Development Assistant**
SUBJECT/TITLE:	**Request approval of the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21 for the Istokpoga Park Fishing Tournament Facility Improvements.**

STATEMENT OF ISSUE

Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for the Istokpoga Park Fishing Tournament Facility Improvements is an agreement to accept funds allocated to the TDC to support Istokpoga Park Fishing Tournament Facility Improvements. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses within the SOW.

RECOMMENDED ACTION

Move to approve the Florida Boating Improvement Program Grant Contract between the Florida Fish and Wildlife Conservation Commission and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21 for the Istokpoga Park Fishing Tournament Facility Improvements.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $36,000 to cost center 5306 (Lakes).

Attachments:
20126 - Highlands County - Agreement Final - bee.pdf
20126 - Highlands County - Attachment A - SOW Updated 2021.02.11.pdf
20126 - Highlands County - Attachment B - Requirements of the Federal and Florida Single Audit Act FBIP.pdf
20126 - Highlands County - Attachment C - Subrecipient Certifications and Assurances.pdf
20126 - Highlands County - Attachment D - Cost Reimbursement Requirements April 2018.pdf
20126 - Highlands County - Attachment E - Boating Access Performance Tracking and Reporting Forms-DRAFT (version 2).xlsx
20126 - Highlands County - Attachment F - Notice of Grant Agreement (Site Dedication Form) FBIP.docx
20126 - Highlands County - Attachment G - Monitoring Guidelines.pdf

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 20126

CFDA Title(s): N/A	**CFDA No(s).:** N/A
Name of Federal Agency(s): N/A	
Federal Award No(s): N/A	**Federal Award Year(s):** N/A
Federal Award Name(s): N/A	
CSFA Title(s).: Florida Boating Improvement Program	**CSFA No(s).:** 77.006
State Award No(s).: 20126	**State Award Year(s):** 2020
State Award Name(s): Highlands County - Istokpoga Park Fishing Tournament Facility Improvements	

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and the Highlands County Board of County Commissioners, FEID # 59-6000655, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to expand boat trailer parking at the Istokpoga Park with ninety-eight (98) additional pull through boat trailer parking spaces; and,

WHEREAS, Grantee has been awarded Florida Boating Improvement Program #20126; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. **PERFORMANCE.**

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. **AGREEMENT PERIOD.**

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. **COMPENSATION AND PAYMENTS.**

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $36,000.00

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Grantee acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. **MONITORING.**

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. **TERMINATION.**

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. **REMEDIES.**

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a) &(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Nickie Stricker
Program Administrator
Florida Fish and Wildlife
Conservation Commission
620 South Meridian Street
Tallahassee, Florida 32399
(850) 488-5600
Fax: (850) 488-9284
Email: FBIP@MyFWC.com

FOR THE GRANTEE:
Grant Manager
Chantel Brutus
Tourist Development Admin. Asst.
Highlands County Board of
County Commissioners
501 South Commerce Avenue
Sebring, Florida 33875
(863) 402-6909
Fax: N/A
Email: cbrutus@highlandsfl.gov

11. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is for the purchase or improvement of real property, therefore the following terms and conditions apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. **SUBCONTRACTS.**

A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

15. **MANDATORY DISCLOSURE.**

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. **INSURANCE.**

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

17. **SPONSORSHIP.**

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. **PUBLIC RECORDS.**

A. All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,**

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399

ii. Keep and maintain public records required by the Commission to perform the service.

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

iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

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

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. **FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.**

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. **FEDERAL COMPLIANCE.**

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants that have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.

iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee. It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act. The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act. The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act. Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient

wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Grantee believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

Highlands County Board of County Commissioners

Signature

Name: Scott Kirouac

Title: Chairman

Date: March 16, 2021

BOARD OF COUNTY COMMISSIONERS SEAL

Florida Fish and Wildlife Conservation Commission

Gregg Eason Digitally signed by Gregg Eason Date: 2021.03.29 10:52:35 -04'00'

Executive Director (or designee)

Name: Gregg Eason

Title: Lt. Colonel/Deputy Director

Date: 03/29/2021

Approved as to form and legality:

Brandy C. Elliott

FWC Attorney Signature

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts, Exhibit 1
Attachment	C	Subrecipient Certifications and Assurances
Attachment	D	Cost Reimbursement Requirements
Attachment	E	Boating Access Performance Tracking and Reporting Forms
Attachment	F	Notice of Grant Agreement (Site Dedication)
Attachment	G	Monitoring Guidelines

SCOPE OF WORK

1. PROJECT DESCRIPTION

A. Purpose and Background: The Highlands County Board of County Commissioners (Grantee) will use grant funds to expand boat trailer parking at Istokpoga Park with ninety-eight (98) additional pull through boat trailer parking spaces. With the occurrence of two popular fishing tournaments held by the Grantee, the turn-out of boaters has been higher than expected and expansions need to be made in order to accommodate boating numbers.

B. Project Benefits: Completion of the proposed project will result in an increase to accessible parking spaces for avid and leisure boaters.

C. Type of Agreement: This is a cost reimbursement agreement in accordance with Cost Reimbursement Contract Payment Requirements attached hereto and made a part hereof as Attachment D. Requirements are outlined in the Department of Financial Services, Bureau of Accounting and Auditing, *Reference Guide for State Expenditures*.

D. Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until June 30th, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by June 30, 2023.**

2. PROJECT DELIVERABLES

Total payments for all deliverables will not exceed the maximum grant award amount of $36,000.

A. **Deliverable 1**: The Grantee will, through own staff or contracted services, construct and expand the Istokpoga Park parking area with ninety-eight (98) additional pull through trailer parking spaces.

Deliverable 1 Tasks:

- Install approximately ninety-eight (98) new pull through trailer parking spaces.

Compensation: Total payment for this deliverable will not exceed $36,000.

Minimum Performance: Minimum performance will be the completion of all Tasks listed above and the completion of all requirements in Section 4 - Performance. The Grantee shall provide proof of services rendered; invoices; proof of payment; and photographs of the parking lot in construction and once completed.

Documentation: Documentation includes an attestation of activities or services rendered and proof of payment. See FWC Cost Reimbursement Contract Payment Requirements, Attachment D, for additional details on supporting documentation.

3. FINANCIAL CONSEQUENCES

A. Pursuant to 215.971(1)(c), Florida Statutes, the Commission will withhold payment of Program funds for failure to complete the Project as described herein within the timeframe allowed, or for failure to correct any Project deficiencies, as noted in the final Project inspection. Only those tasks

completed, or items purchased and received in accordance with the scope of work and within the agreement period of performance will be eligible for reimbursement. Failure of the Grantee to perform the tasks and provide the deliverable shall be considered non-compliant with terms and payment will not be processed.

B. In addition to nonpayment for tasks which are not satisfactorily or timely completed, or for failure to correct any project deficiencies, as noted in the final project inspection, the Commission will impose a financial consequence of twenty-five percent (25%) of the total contract amount for failure to complete any tasks satisfactorily or timely, or for failure to correct any project deficiencies, as noted in the final project inspection. The final project inspection will be done by a Commission employee verifying that the project was completed according to the project scope of work.

C. Failure of Grantee to have all receipts and evidence of project performance reflecting costs were incurred within the period of performance may jeopardize payment of funds to the Grantee per the Agreement

D. Following the end of the term of this Agreement, the Grantee shall repay any Program funds received for the Project for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for a period of twenty (20) years. This section shall survive any Agreement termination.

4. PERFORMANCE

A. Permit Requirements: The Grantee agrees to adhere to all federal, state, county and city permit requirements of the Project.

B. Procurement: The Grantee shall procure goods and services through a competitive solicitation process in accordance with Chapter 287, Florida Statutes. The Grantee shall forward one copy of any solicitation to the Commission's grant manager for review prior to soliciting for quotations or commencing any work. The Grantee shall forward one copy of the bid tabulation, or similar list of responses to the solicitation, along with the award recommendation to the Commission's grant manager, to retain in their own records.

C. Engineering: If applicable, all engineering must be completed by a professional engineer or architect registered in the State of Florida. All work must meet or exceed minimum design standards and guidelines established by all applicable local, state and federal laws. The Grantee agrees to adhere to all federal, state, county and city requirements of the Project and all requirements of the 2010 Standards issued pursuant to the Americans with Disabilities Act, 1003 – Recreational Boating Facilities. Standard 235.3 for Accessible Design requires that where boarding piers are provided at boat launch ramps, no fewer than one must be accessible. When compliance with ADA Accessibility requirements is in question with regard to reimbursable costs under this Agreement, the Commission may engage a third-party engineer at its own expense to review the design and report to the Commission concerning compliance. The Commission's determination based on this review will be final.

D. Construction: If applicable, the Contractor shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this contract and shall provide evidence of such certification upon request.

E. Commencement of Work: The Grantee shall commence work on the Project within ninety (90) days of execution of the Agreement. Failure by the Grantee to begin work shall constitute a breach

of the Agreement and may result in termination of the Agreement by the Commission.

F. Performance Criteria: The Grantee shall complete the Project as described in this Scope of Work and Florida Boating Improvement Program Application 20-014, incorporated herein by reference, according to any bid specifications. Failure to complete the project in a satisfactory manner could result in financial consequences as specified herein.

G. Certificate of Completion: Within thirty (30) calendar days following completion of all Project deliverables, the Grantee shall sign and submit to the Commission's grant manager, a Certification of Completion Statement, attached hereto and made a part hereof as Attachment E, Form 5 which certifies the Project was completed in accordance with the provisions herein. Final photographs shall be submitted with the Certification of Completion Statement, Attachment E, Form 5.

H. Project Close-out Report: In addition to the Certificate of Completion and photos, within thirty (30) calendar days the Grantee shall submit the Project Close-Out Report Form, attached hereto and made a part hereof as Attachment E, Form 6. If any costs were determined by FWC to be ineligible after reimbursement, a refund check is also due within thirty (30) calendar days, mailed to: Grants & Revenue Section, FWC, 620 S. Meridian Street, Tallahassee, Florida 32399 and a photo copy of the check must accompany the Close-Out Report, Form 6.

I. Site Dedication: For construction grants, but not for grants which involve only design, engineering, and permitting, the Grantee agrees to dedicate the project site as a boat access facility for the use and benefit of the public as a condition of receiving funds under this Agreement. The Notice of Grant Agreement Form (Site Dedication) is attached hereto and made a part hereof as Attachment F. If required, the Grantee shall execute and record this document in the official records of the County where the Project is located. As proof of the site dedication. a copy of the recorded document shall be submitted to the Commission in addition to the Certificate of Completion, Attachment E, Form 6.

Final reimbursement or 25% of the award, whichever is greater, shall be withheld until receipt of Site Dedication AND Certificate of Completion. Following this initial site dedication, the project site shall remain a public boat access facility for a period not less than twenty (20) years following the date the Site Dedication was recorded. Land under control other than by ownership by the Grantee (i.e. lease, management agreement, cooperative agreement, inter-local agreement or other similar instrument) shall be managed by the Grantee as a public boat access facility for the entirety of this site dedication period surviving the Agreement termination. Grantee agrees to secure all authorizations necessary for continuing use and management of the property for the duration of this site dedication period. Title to all improvements shall be retained by the Grantee upon final payment by the Commission.

The Grantee shall repay all funds received for the Project under this Agreement for failure to maintain the Project site as a public boating access facility according to the terms and conditions herein for the duration of the site dedication period. Should the Grantee convert all or any part of the Project to other than Commission approved uses prior to the end of this site dedication period, or should the Grantee lose authorization to use and manage the property on which the Project is completed before the end of the site dedication period, the Grantee shall replace the area, facilities, resource or site at its own expense with a project acceptable to the Commission of comparable scope and quality. In the event the Project is converted to use for other purposes or the Grantee loses authorization to use and manage the property on which the Project is completed within the site dedication period and Grantee has not replaced the Project with a like project acceptable to the

Commission, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project.

Site dedication, the site dedication period, and all terms of this section survive any Agreement termination. If mutually agreed upon by both parties in writing the site dedication may be rescinded. The Commission shall waive the site dedication requirement if no program funds were dispersed.

J. Acknowledgement: Upon completion of the Project, and prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain a permanent sign, not less than three (3) feet by four (4) feet in size, displaying the Commission's logo acknowledging the Commission and the Florida Boating Improvement Program as a funding source for the Project. Any other form of acknowledgement must be approved in writing by the Commission's grant manager. Such acknowledgement shall be maintained for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the sign or acknowledgement be damaged, removed or destroyed, the Grantee shall, at its expense, replace it within ninety (90) days. Should the Grantee fail to maintain such acknowledgement other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. The Grantee shall provide a draft copy of the acknowledgement sign for approval by the Commission prior to displaying on site. Language to place on the sign shall include: This Project was funded by the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Program. This section survives any Agreement termination.

K. Directional Signs: Prior to the reimbursement of funds, the Grantee, at its expense, shall purchase, erect and maintain directional signs, approved by the Commission, on main public highways to direct public users to each boating facility funded through the Program regardless of which portion of the Project the Program funded. The Grantee agrees to provide and maintain such signs at its expense for the entirety of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. Should the signs be damaged, removed or destroyed, the Grantee shall, at its expense, replace them within ninety (90) days. Should the Grantee fail to erect and maintain such signs other than the ninety (90) day replacement term, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This requirement can be waived by the Commission's grant manager, in writing, if the Grantee receives a written denial from the Florida Department of Transportation for the installation of the signs. This section survives any Agreement termination.

5. BUDGET

A. Project Budget: For satisfactory completion of the tasks and deliverables described in this Scope of Work, by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $36,000. All amounts noted in the budget are estimates based on preliminary quotes or prior project activities from the application amount. Deviations from this budget that exceed ten percent (10%) of the total amount in any budget category/deliverable must be approved by the Commission's grant manager in writing prior to the deviation. The Grantee shall be reimbursed only for budgeted eligible expenses incurred during the Agreement Period that are directly related to the Project.

Deliverable		FBIP Request	Grantee Cost Share	Total (FBIP + Cost Share)
	Administration (Project Management)	$0	$0	$0
	Contracted Services	$0	$0	$0
	Permitting & Project Inspection Fees	$0	$0	$0
	Site Preparation	$0	$0	$0
	Demolition & Removal	$0	$0	$0
1	Construction	$36,000	$228,670	$264,670
	Equipment (Rental or In-Kind Use)	$0	$0	$0
	Contingency Costs	$0	$0	$0
	Other Costs	$0	$0	$0
	Pre-Award Costs	$0	$0	$0
	TOTAL	**$36,000**	**$228,670**	**$264,670**
	PERCENTAGE	**13.60%**	**86.40%**	**100.00%**

B. Cost Share: The Grantee agrees to provide 86.40% of the cost of the total cost of the project as indicated in FBIP Grant Application No. 20-014. The total compensation by the Commission shall be $36,000 or 13.60% of the total cost, whichever is less.

C. Pre-Award Costs: The Highlands County Board of County Commissioners was selected by the Florida Boating Improvement Program Evaluation Committee to move forward in the Florida Boating Improvement Program application process. No pre-award costs are authorized under the terms of this Agreement.

6. COMPENSATION AND PAYMENT

A. Fee Schedule: This section is not applicable

B. Travel Expenses: No travel expenses are authorized under the terms of this Agreement.

C. Cost Reimbursement: This is a cost reimbursement agreement. The total approved estimated project cost for the Project is $264,670. The Commission agrees to reimburse the Grantee for an amount not to exceed $36,000 or 13.60% of the total cost for the Project, whichever is less for satisfactory completion by the Grantee of the Project. The Grantee agrees to provide a minimum of $228,670 or 86.40% toward completion of the Project and shall be responsible for any additional costs that exceed the total approved estimated project cost for the Project.

D. Invoice Schedule and Payment: Invoices may be submitted upon the completion of at least one deliverable listed in the scope of work. The Commission shall have up to thirty (30) days to inspect and approve the Project's deliverables once reported complete by the Grantee. If there are deficiencies noted in the Project inspection, these shall be corrected by the Grantee prior to payment by the Commission. The Commission shall restrict any or all payment of funds pending correction of such deficiencies.

Within thirty (30) days of completion of all Project deliverables, the Grantee shall report the Project complete by submitting all required documentation for reimbursement and Close-out. **Final payment shall be contingent upon the Commission's grant manager receiving and accepting the:**

- **Final Request for Reimbursement (Attachment E, Form 2) and supporting documentation,**

- **Certification of Completion Form (Attachment E, Form 5) with required photos,**
- **Close-Out Report (Attachment E, Form 6),**
- **FWC final inspection of the Project, and**
- **Recorded Notice of Grant Agreement (Attachment F) reflecting site dedication, if required, as described herein.**

Final reimbursement or 25% of award, whichever is greater, shall be withheld until receipt and acceptance of all required documents.

E. Forms and Documentation: After receiving acceptance of deliverable completion from the Commission's grant manager, the Grantee may submit a Reimbursement Request, Attachment E, Form 2.

Grantees shall submit a Detail of Claims, Attachment E, Form 3 for each deliverable requested for reimbursement. Reimbursement forms and supporting documentation must clearly identify the dates of services, a description of the specific Agreement deliverable(s) provided during the reporting period, an itemized list of expenditures, budget category of each expenditure, the payment amount requested as match or grant reimbursement, the Commission's Agreement Number and the Grantee's Federal Employer Identification (FEID) Number.

The Grantee must submit and maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under any other state or federal funding source. Supporting documentation includes, but is not limited to, quotes, procurement documents, purchase orders, original receipts, invoices, cancelled checks or EFT records, bank statements or copies of general ledgers. See FWC Cost Reimbursement Contract Payment Requirements for additional details on supporting documentation which is attached hereto and made a part hereof as Attachment D.

The Commission's grant manager shall have up to ten (10) days to review and approve the invoice for payment. Any errors or insufficient supporting documentation included with the invoice will delay payment and the thirty (30) days to review by the Commission may begin again.

7. MONITORING SCHEDULE

A. Compliance Monitoring and Corrective Actions: The Commission will monitor the Grantee's service delivery to determine if the Grantee has achieved the required level of performance. For additional information see Attachment G Monitoring Guidelines. If the Commission at its sole discretion determines that the Grantee failed to meet any of the Terms and Conditions of this Agreement, the Grantee will be sent a formal written notice within thirty (30) days. The Grantee shall correct all identified deficiencies within forty-five (45) days of notice or submit a Corrective Action Plan if additional time is required. Failure to meet 100% compliance with all of the Terms and Conditions of this Agreement or failure to correct the deficiencies identified in the notice within the time frame specified may result in delays in payment or termination of this Agreement in accordance with the Termination section.

B. Site Inspections: The Commission may inspect the Project site prior to and, if applicable, during the construction of the Project. The Grantee shall notify the Commission's grant manager when the Project has reached substantial completion so that inspection may occur in a timeframe allowing for the timely submission and processing of the final invoice. The Commission's grant manager,

or designee, shall inspect the work accomplished on the Project and, if deemed complete and in compliance with the terms of the Agreement, approve the request for reimbursement.

The Grantee shall allow unencumbered access to the Project site to the Commission, its employees or agent for the duration of the Agreement and for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance for the purpose of site visit or inspection to verify the facility is being maintained, in operation and is open and available to the public. As part of the inspection, the Commission may request maintenance and use information from the Grantee to validate the condition of the facility. This section shall survive any Agreement termination.

C. Project Maintenance: The Grantee shall provide and be responsible for any and all costs associated with the ordinary and routine operations and maintenance of the project site, including any and all personnel, equipment or service and supplies costs beyond the costs approved for reimbursement in this Agreement for the duration of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. This section shall survive any Agreement termination.

D. Project Progress Reports: Starting the first quarter after the date the Agreement is executed, the Grantee shall submit to the Commission, on a quarterly basis, Quarterly Reports outlining the progress of the Project (financial and programmatic), identifying any problems that may have arisen, and actions taken to correct such problems. Such reports shall be submitted on the Quarterly Report Forms attached hereto and made a part hereof as Attachment E, Form 1A & 1B. Progress report are required until the Certification of Completion is submitted, even if work is complete. Reports are due to the Commission's grant manager according to the following schedule:

Reporting Period	**Report due by:**
January through March	April 15th
April through June	July 15th
July through September	October 15th
October through December	January 15th

E. Annual Reports: Following completion of a Construction Project, but not a project~~s~~ that involves only design, engineering, and permitting , the Grantee shall submit to the Commission an annual report on June 30th of each year until the end of the site dedication period described in Section I, Site Dedication, above in Section 4, Performance. The Post Award Use and Access Annual Report Form attached hereto and made a part hereof as Attachment E, Form 7 shall be used to fulfill this annual requirement and shall be sent electronically to FBIP@MyFWC.com or by mail to Attn: FBIP Administrator, FWC, 620 S. Meridian St., Tallahassee, FL 32399. This annual report shall include a description of the condition of any facilities funded with Program funds including any major repairs to the facilities; the amount of revenue collected from any permits or fees for the use of the facilities; and an estimate of the number of users of the facilities. Should the Grantee fail to complete and submit these annual reports, the Grantee agrees to return to the Commission all funds tendered under this Agreement for the original Project. This section survives any Agreement termination.

8. INTELLECTUAL PROPERTY RIGHTS

No additional requirements. Refer to Section 12 of the Agreement.

9. SUBCONTRACTS

Subcontractors shall be reported to the Commission's grant manager on the Subcontractor List, Attachment E, Form 8 prior to commencing work. Grantees shall additionally submit a No Conflict of Interest statement for each subcontractor to the Commission's grant manager. Refer to Section 14 of the Agreement.

10. INSURANCE

No additional requirements. Refer to Section 16 of the Agreement.

11. SECURITY AND CONFIDENTIALITY

No additional requirements. Refer to Section 20 of the Agreement.

12. RECORD KEEPING REQUIREMENTS

Records shall be maintained for ten (10) years following the completion of a construction Project, or five (5) years following the completion of a non-construction Project. Completion of the Project has occurred when all reporting requirements are satisfied, and final payment has been received by the Grantee, as documented by the date of the Closeout Letter issued by the FWC Grant manager. Refer to Section 21 of the Agreement.

13. NON-EXPENDABLE PROPERTY

The Grantee is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

Refer to Section I, Site Dedication, above in Section 4, Performance.

15. SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS

A. Fees: The Commission reserves the right to review and approve any and all fees proposed for grant project sites, funded in whole or in part by this Program, for the term of the Agreement as well as the term of the site dedication period in Section I, Site Dedication, above in Section 4, Performance to ensure that fees are comparable and reasonable, and that funds collected are not reallocated or diverted to any non-boating access related purpose. This section survives any Agreement termination.

B. Drug-Free Workplace Requirement for Construction Contractors: Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

C. Contractor Eligibility: All contractors shall be certified by the Division of Construction Industry Licensing Board of the Florida Department of Business and Professional Regulation for the duration of this Agreement and shall provide evidence of such certification to the Commission upon request.

(Remainder of page left blank intentionally.)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Tourism Marketing Consultant**
SUBJECT/TITLE:	**Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $3,703.00, and adopt Resolution 23-24-166 for Budget Amendment 23-24-157.**

STATEMENT OF ISSUE

The 2024 Motosurf GP of Sebring - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2024 Motosurf GP of Sebring event which will take place in Highlands County on September 19-22, 2024. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of the 2024 Motosurf GP of Sebring.

RECOMMENDED ACTION

Move to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $3,703.00, and adopt Resolution 23-24-166 for Budget Amendment 23-24-157.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $3,703.00. The grant funds are being appropriated in Project 23103, account 53400Z (Project Contractual Svcs).

Attachments: FSF Grant Contract Motosurf 2024.pdf
23-24-157R Project 23103 2024 Motosurf GP of Sebring (Resolution).pdf
23-24-157 Project 23103 2024 Motosurf GP of Sebring (BA).pdf

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT is entered into on June 6, 2024, by and between the Florida Sports Foundation, Inc.(hereinafter referred to as the "Grantor") and **Highlands County** (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the State of Florida Legislature has mandated, in Section 288.1229 of the Florida Statutes, that the Grantor shall assist the Department of Commerce in (i) the promotion and development of the sports industry and related industries for the purpose of improving the economic presence of these industries in Florida, (ii) the promotion of amateur athletic participation for the citizens of Florida and the promotion of Florida as a host for national and international amateur athletic competitions for the purpose of encouraging and increasing the direct and ancillary economic benefits of amateur athletic events and competitions and (iii) the retention of professional sports franchises, including the spring training operations of Major League Baseball; and the Grantor is empowered by the State of Florida to make grants of funds in accordance with such purposes; and,

WHEREAS, the Grantor has approved an appropriation for such grant in furtherance of such purposes, subject to certain terms and conditions.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree as follows:

COVENANTS

1.0 **RECITALS.**

The foregoing recitals are true and correct and incorporated herein by reference.

2.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Grant Agreement are:

Florida Sports Foundation
1203 Governors Square Blvd
Suite 300
Tallahassee, Florida 32301

Highlands County
Attn.: Laurie Hurner
600 S. Commerce Ave.
Sebring, FL 33870

3.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

4.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 7.0(a)-below. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose described in Exhibit A to this Grant Agreement.

(a) Grantee: **Highlands County**

(b) Payee: **Highlands County**

(c) Name/Date of Event: **Motosurf - GP of Visit Sebring 09/19/24-09/22/24** (the "Event") .

(a) Total Amount of Grant: $ 3,703

(b) Projected Budget: As provided in Grant Application.

(c) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the Event.

(g) Grant Period: 6/6/24 - 09/22/24 .

5.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the Event and provide documentation evidencing the direct impact of the Event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Exhibit A. Grantee further agrees to provide any such information to Grantor as may be requested from time to time.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Grant Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General or any such other competent authority. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement or such longer period as may otherwise be required by applicable law.

(c) Cancellation: Grantee shall notify the Grantor immediately if the Event is canceled and the Grantee shall return any funds dispersed pursuant to this Grant Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the State of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, as well as all claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of section 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees. The Grantee shall include the above indemnification requirements in all subcontracts (if such subcontracts are otherwise permitted by this Grant Agreement) and ensure all resulting contracts therefrom also include the above indemnification requirements.

(f) Publicity: The Grantee shall not, in each instance, without the prior written consent of the Grantor or the State of Florida as may be required for any State of Florida mark, use in advertising, publicity or any other promotional endeavor any Grantor or State of Florida mark, the name of the Grantor or State of Florida's mark, the name of the Grantor or the State of Florida, or any State of Florida agency or affiliate or any officer or employee of the State of Florida, or any Grantor or State of Florida program or service, or represent, directly or indirectly, that any product or service provided by the Grantee has been approved or endorsed by the Grantor or State of Florida, or refer to the existence of this Grant Agreement in press releases, advertising or materials distributed to the Grantee's prospective customers.

6.0 **TERMINATION**:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor 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 Section 287.058, Florida Statutes, as applicable, and made or received by the Grantee in conjunction with this Agreement.

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(i) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(ii) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this |Grant Agreement.

7.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:
1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:
1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida or such other funding source used by Grantor to fund the Grant. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated by the State of Florida or such other funding source used by Grantor to fund the Grant. The Grantor shall be the final determiner of the availability of such funds.

8.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive, without giving effect to principles of conflicts of laws. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida. Grantee agrees to, consents to, and/or hereby waives any objection to personal jurisdiction over Grantee by such court.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State or Federal funds that are in effect at the time of any such expenditure, and as related to the execution of this Grant Agreement.

9.0 **MODIFICATION**:

This writing and any Attachments herein, contains the entire agreement of the parties as to the matters raised in this Grant Agreement. No representations were made or relied upon by either party, other than those that are expressly set forth in this Grant Agreement. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

10.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges to Grantee or any of its agents or subcontractors.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, that the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Grant Agreement provision be construed as a waiver by the Grantor or State of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 VENDORS ON SCRUTINIZED COMPANIES LISTS:

By executing this Grant Agreement,the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria~~,~~ during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Highlands County**
_____	_____
Joseph Piotrowski, Director of Partnership Development	_____, Chair
_____	_____
Date	Date

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Commerce by an agreement.

2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	**Title**	**Fund**
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2235**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

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

2. Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/statutes.aspx

4891-3670-3622, v.

RESOLUTION NO. 23-24-166

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-157 TO THE TOURIST DEVELOPMENT 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 Tourist Development 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 23-24-157 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Small Market Grant for 2024 Motosurf GP of Sebring to Project #23103 for FY23/24. The fiscal impact is an increase in the amount of $3,703.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of August, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
August 1, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/31/2024** SUBMITTED BY: **Reagan Fultz**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5305**

PROJECT(S) #: **23103** PROJECT TITLE(S): **2024 Motosurf GP of Sebring** COST CENTER TITLE(S): **Tourist Development - Marketing and Promotions**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	23103	0.00	3,703.00		3,703.00
E	152	5305	53400Z	Project Contractual Services	23103	0.00	3,703.00		3,703.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate the $3,703.00 Florida Sports Foundation (FSF) Small Market Grantthe County is receiving to support the marketing expenses incurred by the Tourist Development Council (TDC) in promotion of the 2024 Motosurf GP of Sebring event in Sebring on 9/19 - 9/22/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-157**

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request acceptance of the Florida Network of Children's Advocacy Centers (FNCAC) for Direct Service Provision Grant.**

STATEMENT OF ISSUE

Grant funds are awarded to Advocacy Centers statewide by the Florida Network of Children's Advocacy Centers (FNCAC). The amount is determined annually based upon the number of children served at the Children's Advocacy Center in Highlands County. The funds are disbursed to the FNCAC by the Florida Department of Children and Families (DCF) to be used by Children's Advocacy Centers for direct services provided to children. The Children's Advocacy Center of Highlands County has received notification that they will receive $4,991.98 as their allotment from the DCF Child Advocacy Trust Fund Award and action is needed to receive the revenue into the Children's Advocacy Center's budget for fiscal year 24-25. Funds will be used for direct services to victims of child abuse and their non-offending family members or caregivers in Highlands County, specifically for mental health services. Funds must be spent prior to June 30, 2025.

RECOMMENDED ACTION

Move to accept the Florida Network of Children's Advocacy Centers (FNCAC) for Direct Service Provision Grant.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) Cost Center 3995 (Children's Advocacy Center) for FY24-25 in the amount of $4,991.98.

Attachments: DCF Trust Fund Contract with FNCAC FY24.25.pdf

Docusign Envelope ID: 74016B07-3C91-4782-8F96-C1BF5659A789

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

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

The FNCAC and CAC agree as follows:

1. ENGAGEMENT AND TERM

1.1 Purpose and Agreement Amount

The Florida Department of Children and Families, hereinafter referred to as the "Department", has entered into a contract with the FNCAC effective December 2, 2021, hereinafter referred to as the "Contract". The Department is engaging the FNCAC for the purpose of **purchasing the funding of services provided by CACs through the disbursement of funds from the Grants and Donations Trust Fund to the FNCAC to augment services, as required by Section 39.3035, F.S.**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed $4,991.98

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

1.2 FNCAC Contract Manager

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

Name: Gretchen Wild-Story
Address: 501 E. Tennessee Street, Suite B, Tallahassee, Florida 32308
Phone: 850-671-4791
Email: gwild-story@fncac.org

1.3 Effective and Ending Dates

The Agreement shall be effective July 1, 2024, or the last party signature date, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2025**. If the Agreement is not fully executed by both parties by July 15, 2024, as required by the Contract; the Agreement shall be null and void.

2. STATEMENT OF WORK

2.1 Scope of Work

The Scope of Work is described in Exhibit A.

2.2 List of Services

The List of Services is described in Exhibit B.

3. BUDGET, PAYMENT AND INVOICE

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

Docusign Envelope ID: 74016B07-3C91-4782-8F96-C1BF5659A789

3.1 Budget

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

3.2 Method of Payment

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

3.3 Invoices and Reports

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

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

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

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

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

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

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

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

4.2 Independent Contractor, Subcontracting and Assignments

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

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does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Agreement.

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

4.2.3 The CAC may subcontract under this Agreement.

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

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

4.3 Insurance

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

4.4 Notice of Legal Actions

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

4.5 Intellectual Property

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

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

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4.5.2 All applicable Agreements include the provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the Agreement. Notwithstanding the foregoing provision, if the CAC or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.6 Mandatory Reporting Requirements

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

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

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

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

4.7 Employment Screening

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

4.7.1.1 Employment history checks;

4.7.1.2 Fingerprinting for all criminal record checks;

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

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

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

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

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

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections, and Investigations

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5.1.1 The CAC shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Agreement. Upon demand, at no additional cost to the Department or the FNCAC, the CAC will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department and/or the FNCAC.

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

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

5.1.4 Monitoring by the FNCAC

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

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

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

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

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5.2 Confidentiality

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

5.3 Information Security

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

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

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

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

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

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

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

5.4 Public Records

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

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

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

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

5.4.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CAC does not transfer the records to the Department.

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

6. TERMINATION

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

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

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

7. OTHER TERMS

7.1 Unauthorized Aliens

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

7.2 Civil Rights Requirements

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

7.2.1 The CAC shall comply with the provisions in accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the CAC shall not

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discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status.

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

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

7.3 Use of Funds for Lobbying Prohibited

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

7.4 Public Entity Crime and Discriminatory Contractors

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

7.5 Whistleblower's Act Requirements

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

8. CLIENT SERVICES APPLICABILITY

8.1 Client Risk Prevention

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

8.2 Support to the Deaf or Hard-of-Hearing

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

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8.2.2 If the CAC or any of its subcontractors employs 15 or more employees, such CAC and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The CAC's Single-Point-of-Contact and that of its subcontractors will process the compliance data into the Department's HHS Compliance reporting Database https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Agreement Manager. The name and contact information for the CAC's Single-Point-of-Contact shall be furnished to the FNCAC Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

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

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

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

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

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

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

8.3 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or

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updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

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

IN WITNESS THEREOF, the parties hereto have caused this 25-page Agreement to be executed by their undersigned officials as duly authorized.

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

Signature: _____

Print Name: Kevin J. Roberts

Title: Chairman

Date: August 20, 2024

Florida Network of Children's Advocacy Centers, Inc.

Signature: _____

Print Name: Luzed Cruz

Title: Executive Director

Date: _____

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EXHIBIT A – SCOPE OF WORK

A-1 Scope of Service

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

A-2 Major Agreement Goals

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

A-3 Service Area/Locations/Times

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

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

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

A-4 Clients to Be Served

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

A-5 Client Eligibility

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

A-6 Client Determination

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

A-7 Equipment

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

A-8 Contract Limits

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

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EXHIBIT B – LIST OF SERVICES

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

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

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

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

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B-2 Mental Health Services:

- Therapy services are defined as specialized, evidence based, trauma focused mental health services.
    - Individual Therapy is a therapy session for one of the following: the primary victim, and/or family member/caregiver and sibling(s). Traditional individual therapy sessions are an hour and count as one service but the occasional 40-minute session with a child is understandable and would count as one service.
    - Family Therapy is with two or more family members/caregivers and counts as one service.
    - Group Therapy is ideally a group of three or more unrelated persons; however, it is understood that at times there may be a no show, or someone leaves the group and there is not another "suitable" member to join at that time. The group can be continued. One service per person in the group session is counted. For example, if there were 6 participants, 1 group therapy service would be counted with six participants and it must be documented in each participant's file.
- Psychological Evaluation is a concise description of an individual's current psychological and neurological functioning by a licensed psychologist or credentialed school psychologist through the interpretation of an individual's psychological testing, history, clinical interviews, behavioral symptoms, and observation for the purpose of providing relevant and professionally sound opinions in matters where a child's health and welfare may have been or may be harmed. The licensed psychologist or credentialed school psychologist must see the children or parents face-to-face. Service count would be one for the child and if an evaluation is done with a parent, one for the parent.

B-3 Forensic and Specialized Interviews:

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

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

- A child who is a suspected victim of child abuse should be assessed to determine the need for a medical evaluation.
- A medical evaluation (exam or consult) is conducted by a qualified medical provider with pediatric experience and child abuse expertise to:
    1. help ensure the health, safety and well-being of the child;
    1. diagnose, document, and address medical conditions resulting from abuse;
    2. differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;

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3. diagnose, document, and address medical conditions unrelated to abuse; and
4. assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment and make referrals, as necessary.

- Medical evaluations are routinely made available on-site or through linkage agreements with other appropriate agencies or providers.
- A medical evaluation counts as one service.

B-5 Interpreter Services:

- The eligible Children's Advocacy Centers will provide, **at no cost to the primary victim and/or family member/caregiver and child witness** (client(s)), appropriate auxiliary aids, including qualified or certified *(Term used by the U.S. Department of Justice to mean the existence of formal accreditation or certification.)* language interpreters, where necessary, to afford such persons an equal opportunity to participate in or benefit from the CAC's programs and services. Reference the Statewide Auxiliary Aids and Service Plan for Persons with Disabilities & Persons with Limited English Proficiency here.
- All clients and potential clients are entitled to an equal opportunity to use and benefit from the programs and services of the CACs. This includes language access to ensure that programs and services are equally accessible to and equally effective for otherwise qualified persons with Limited English Proficiency.
- The CACs will take reasonable steps to provide services and information in the appropriate language, other than English, to ensure that persons who are Limited English Proficient are effectively informed and can effectively participate in and benefit from its programs, services, and activities.
- Language interpreters will be available for use by clients and potential clients in each phase of the service delivery process (e.g., telephone inquiries, requests, intake interviews, service delivery, counseling, complaints, testing, treatment, and training, etc.) This service will be at no cost to the client.

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EXHIBIT C – FY24-25 BUDGET

Refer to the DCF Required Reports & Instructions Document

1. Legal Name of Children's Advocacy Center:

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

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

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

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

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ATTACHMENT A

Provided as Separate Attachments

A-1 Monthly Activity Report & Invoice

A-2 Monthly Services Detail Report

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ATTACHMENT B

Data Form

Provided as Separate Attachment

Docusign Envelope ID: 74016B07-3C91-4782-8F96-C1BF5659A789

ATTACHMENT C

Support to the Deaf and Hard-of-Hearing

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

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

Contact Information and Roles and Responsibilities

My Single Point of Contact at my location is:

Provider/ Subcontractor	Single Point of Contact	Phone	Email

This Single Point of Contact's responsibility is to:

1. Ensure effective communication with deaf and hard of hearing Customers or Companions in accordance with the ADA and/or Section 504.
2. Capture the information required in the Auxiliary Aid Service Record described in Section G.8

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within each Customer's case record.

3. Summarize the records into a report and submit to the DCF Contract Manager who will forward to the appropriate DCF ADA/Section 504 Coordinator.
4. Ensure that information is provided to any agency to which a deaf and hard of hearing Customer or Companion is referred about the individual's requested auxiliary aid or service.
5. Designate a Single Point of Contact as each contractual agreement with DCF is renewed.

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DCF ADA/SECTION 504 COORDINATORs

The ADA/504 Coordinator responsible for my activity is:

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

The ADA/504 Coordinator's responsibility is to:

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

I, _____, attest to the following:

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

_____

Signature Date

*This document will be maintained in the personnel

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ATTACHMENT D

ATTESTATION OF COMPLIANCE
with Background Screening Requirements

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

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

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

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

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

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

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

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

(e) Section 782.04, relating to murder.

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

(g) Section 782.071, relating to vehicular homicide.

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

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

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

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

(l) Section 787.01, relating to kidnapping.

(m) Section 787.02, relating to false imprisonment.

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

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

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

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

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

(s) Section 794.011, relating to sexual battery.

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

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

(v) Chapter 796, relating to prostitution.

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

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

(y) Section 806.01, relating to arson.

(z) Section 810.02, relating to burglary.

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

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

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

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

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

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

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

(hh) Section 826.04, relating to incest.

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

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

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

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

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

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

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

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

(qq) Chapter 847, relating to obscene literature.

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

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

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

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

(vv) Section 944.40, relating to escape.

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

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

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

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

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

Attestation

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

Employee/Contractor Signature	Title	Date

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ATTACHMENT E

Employment Screening Affidavit

CONTRACT NO.: LJ012/24-25 DCF

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

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

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

CAC Name: _____
(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. _____

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VENDOR NAME_____FEIN#_____

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE

ADDRESS:_____

CITY, STATE, ZIP:

PHONE NUMBER: _____

EMAIL ADDRESS:_____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Grant for annual Lake Placid Florida Nationals Dragboat Event in Highlands County for years 2024 - 2026.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC), at the regular meeting on April 25, 2024, recommended reimbursing Southern Outlaw Dragboat Association (SODA) for the annual Lake Placid Florida Nationals Dragboat Event held in Lake Placid, FL in the years 2024, 2025 and 2026.

The TDC recommends reimbursing up to a total of $17,125.00 for the 2024 event (that being $7,125.00, plus up to an additional $10,000.00 based on room nights at $20/per verified room night); up to a total of $18,312.50 for the 2025 event (that being $3,562.50, plus up to an additional $14,750.00 based on room nights at $20/per verified room night); and up to a total of $18,312.50 for the 2026 event (that being $3,562.50, plus up to an additional $14,750.00 based on room nights at $20/per verified room night)

This grant will be to cover eligible costs associated with event officials, out of county marketing/broadcast, Event T-shirts with Visit Sebring Logo, trophies/plaques with Visit Sebring Logo, event insurance, and rescue personal & equipment and approved reimbursable items under the New Event Grant guidelines for the Lake Placid Florida Nationals Dragboat Event.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant for annual Lake Placid Florida Nationals Dragboat Event in Highlands County for years 2024 - 2026.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in the current fiscal year for marketing said event. The Lake Placid Florida Nationals Dragboat Event is eligible for $17,125.00 for Year #1 (2024), $18,312.50 for Year #2 (2025), and $18,312.50 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: SODA Grant Contract.signed.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME:	JAY S. JACKSON (DBA SOUTHERN OUTLAW DRAGBOAT ASSOCIATION)
ADDRESS:	612 COUNTY ROAD 346
	OZARK, AL 36360
FEI NO:	420-08-6012

Highlands County, a political subdivision of the State of Florida ("COUNTY"), hereby provides funding to Jay S. Jackson d/b/a Southern Outlaw Dragboat Association ("CONTRACTOR") for the purpose of reimbursement of expenses for the 2024-2026 Lake Placid Florida Fall Nationals ("Event") as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

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

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

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

REPORTS

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

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until September 30, 2026.

NOTICE

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

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Seventeen Thousand One Hundred Twenty-Five Dollars ($17,125.00) for the 2024 Lake Placid Florida Fall Nationals with room verifications required for $10,000.00 of the awarded amount; and in the amount up to Eighteen Thousand Three Hundred Twelve Dollars and Fifty Cents ($18,312.50) for the 2025 Lake Placid Florida Fall Nationals with room verifications required for $14,750.00 of the awarded amount; and up to Eighteen Thousand Three Hundred Twelve Dollars and Fifty Cents ($18,312.50) for the 2026 Lake Placid Florida Fall Nationals with room verifications required for $14,750.00 of the awarded amount, from Cost Center 5305, the Marketing and Promotion Fund for providing the services described in attached Attachment "A". The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for the COUNTY to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after the COUNTY's fiscal year ending September 30, 2023. 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 CONTRACTOR if it decides for any reason or no reason in its sole discretion, not to provide funding for this Agreement in its annual budget.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall

provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

INSURANCE

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

1. AUTOMOBILE 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);

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

3. 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 CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified name of the Event;
3. "HIGHLANDS COUNTY, a political subdivision of the State of Florida and its elected officials, agents, employees, and volunteers" 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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

ENTIRE AGREEMENT

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

DATED this 9th day of August 2024.

Southern Outlaw Dragboat Association, a for profit organization.

By: _____
Jay S. Jackson, Owner/Director

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Dale

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, as _____, of Jay S Jackson, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 9th day of August, 2024.

(stamp)

_____
NOTARY PUBLIC, State of ~~Florida~~ Alabama
Commission Expires: 2-2-2027

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin J. Roberts, Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

ATTACHMENT "A"

APPLICATION

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

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

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

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

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

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

I. General Information

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

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

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

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

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

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

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

IV. Event Specific Information

1. Event name: Lake Placid Florida Fall Nationals
2. Type of event: Speed Boat Racing
3. Dates of Event: September 7th and 8th 2024
4. Location of Event: Highlands County Sports Complex

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

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

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

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

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

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

11. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES?
Number of attendees: 500
    a. (*Please answer each question below or your application will be deemed incomplete*).
    b. How many/what percentage will be traveling to the event from outside the county? 100%

a. How will you document the attendees and the out-of-county percentage?
Registration
b. Will you be providing the TDC with attendee contact information? If needed

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

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

EVENT BUDGET SUMMARY

EVENT INCOME

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

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

EVENT EXPENSES

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

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

8Grant Application Checklist

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

Initials


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

Date of Event: September 7th September 8th - 2024

Date of Application: 4/8/2024


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


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


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


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


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


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


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


_____ I understand each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and

back of cleared checks paying for advertising, and outreach figures identifying the

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

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

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

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

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

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

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

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

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

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

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

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

____ 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.

____ 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.

____ 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.

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

Authorized Agent: Jason Beecher

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

Authorized Agent Signature:

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the community.

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

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

Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the STR Report to verify.
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	This drag boat racing organization travels across the country putting on competitions. With support from the local government and local TDC we can grow this event into a yearly staple within the Highlands County community.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	This event will help support Sebrings vision as a destination and encourage more events to come to the area.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	We will begin now until the end of the event. Which will be plenty of time to achieve our goals.

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

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County 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: Jason Beecher

Date: 4/10/2024

By: _____
(Signature)

Its: Director, Southern Outlaw Dragboat. Assc.
(Title)

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 10th day of April, 2024 by Jason Beecher (name) as Directos (title) for Southern Outlaw Pagboat (applicant, name of party on behalf of whom instrument was executed).

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)

Connor Thodos
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced
Drivers ID

NOTARY PUBLIC
Expires
12/21/2026
Connor T Thodos
My Commission
HH 343717
STATE OF FLORIDA

v.10.23 22

Southern Outlaw Drag Boat Association

Business Plan:

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

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

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

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

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

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

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

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

Marketing Plan:

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

Post-Event Recap and Follow-Up

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

Post-Event Attendee Survey

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

   _____

2. How many nights were you here?

   _____

3. What did you do during your stay?

   _____

4. Did you attend any restaurants while visiting?

   _____

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

   _____

6. Would you visit Highlands County again?

   _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Grant for annual UFFL Weekend Warrior Tournament in Highlands County for years 2024 - 2026.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC), at the regular meeting on April 25, 2024, recommended reimbursing United Flag Football LLC for the annual UFFL Weekend Warrior Tournament held at the Highlands County Sports Complex in the years 2024, 2025 and 2026.

The TDC recommends reimbursing up to a total of $15,400.00 for the 2024 event (that being $5,400.00, plus up to an additional $10,000.00 based on room nights at $20/per verified room night); up to a total of $16,300.00 for the 2025 event (that being $2,700.00, plus up to an additional $13,600.00 based on room nights at $20/per verified room night); and up to a total of $16,300.00 for the 2026 event (that being $2,700.00, plus up to an additional $13,600.00 based on room nights at $20/per verified room night).

This grant will be to cover eligible costs associated with event officials, field rental, trophies with Visit Sebring logo, event insurance, and approved reimbursable items under the New Event Grant guidelines for the UFFL Weekend Warrior Tournament.

RECOMMENDED ACTION

Move to approve a New Event Tourist Development Grant for annual UFFL Weekend Warrior Tournament in Highlands County for years 2024 - 2026.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development) or the overall budget as there are funds budgeted in the current fiscal year for marketing said event. The UFFL Weekend Warrior Tournament is eligible for $15,400.00 for Year #1 (2024), $16,300.00 for Year #2 (2025), and $16,300.00 for Year #3 (2026) from Fund 152 (Tourist Development Trust) and cost center 5305 (Tourist Dev-Marketing and Promotion).

Attachments: UFFL Grant Contract.signed.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME:	UNITED FLAG FOOTBALL LLC
ADDRESS:	5200 FAN PALM AVE
	COCOA, FL 32927
FEI NO:	88-3116208

Highlands County, a political subdivision of the State of Florida ("COUNTY"), hereby provides funding to UNITED FLAG FOOTBALL LLC ("CONTRACTOR") for the purpose of reimbursement of expenses for the 2024-2026 United Flag Football Weekend Warrior Tournament ("Event") as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

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

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

INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

REPORTS

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

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until September 30, 2026.

NOTICE

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

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Fifteen Thousand Four Hundred Dollars ($15,400.00) for the 2024 United Flag Football Weekend Warrior Tournament with room verifications required for $10,000.00 of the awarded amount; and in the amount up to Sixteen Thousand Three Hundred Dollars ($16,300.00) for the 2025 United Flag Football Weekend Warrior Tournament with room verifications required for $13,600.00 of the awarded amount; and up to Sixteen Thousand Three Hundred Dollars ($16,300.00) for the 2026 United Flag Football Weekend Warrior Tournament with room verifications required for $13,600.00 of the awarded amount, from Cost Center 5305, the Marketing and Promotion Fund for providing the services described in attached Attachment "A". The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for the COUNTY to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after the COUNTY's fiscal year ending September 30, 2023. 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 CONTRACTOR if it decides for any reason or no reason in its sole discretion, not to provide funding for this Agreement in its annual budget.

PROHIBITION AGAINST LOBBYING

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

MANAGEMENT

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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

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

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

CHOICE OF LAW/FORUM

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

SEVERABILITY

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

PUBLIC ENTITY CRIMES

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

DISCRIMINATORY VENDOR LIST

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall

provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

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

INSURANCE

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

1. AUTOMOBILE 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);

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

3. 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 CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified name of the Event;
3. "HIGHLANDS COUNTY, a political subdivision of the State of Florida and its elected officials, agents, employees, and volunteers" 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

PUBLIC RECORDS COMPLIANCE

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

ENTIRE AGREEMENT

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

DATED this 12th day of August 2024.

United Flag Football, LLC, a for profit organization.

By: John Norman McLean
John Norman McLean, MGR

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Carter

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of John Norman McLean, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Florida Driver License as identification, and who did/did not take an oath this 12th day of August, 2024.

(stamp)

KELLY J. CARR
STATE OF TENNESSEE NOTARY PUBLIC
CARTER COUNTY

Kelly J Carr
NOTARY PUBLIC, State of ~~Florida~~ Tennessee

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Kevin J. Roberts, Chair

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

ATTACHMENT 'A"

APPLICATION GENERAL INSTRUCTIONS

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

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

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

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

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC:

year 1: $17,200 ($7,2000 base $10,000 room nights)
year 2: 17,2000 (3,600 base and 13,600 room nights)
year 3 17,2,00 (3,6000 base and 13,600 room nights)

I. General Information

1. Name of Applicant: Norm Mclean
2. Name of Event: UFFL
3. Contact person: Norm Mclean
4. Contact person e-mail: stonecoldnorm@yahoo.com
5. Complete address of Applicant: 5200 Fan Palm Ave, Cocoa FL 32927
   Cell phone: 321-537-0965
6. Applicant's Chief Official/Event Coordinator: Norm Mclean
   Title: President
   Address if different from above:
   Cell phone:
   Email:
7. Has Event ever received funding from the TDC? Yes No >If yes – list years and amounts:
   Amount Applicant is requesting for the Event/Project:
   2024: $17, 200 (7,200 base + 10,000 room nights)
   2025: $17,200 (3,600 base + 13,600 room nights)
   2026: $17,200 (3,600 base +13,600 room nights)
8. Intended use of funds: Event Expenses, Trophies, Officials, Field and Facility Rentals (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant: (describe your business or organization) Youth flag football league that directs and plans events in FL

III. Schedule of Event: September 14th, 2024 8 am - 8pm; September 15th, 2024 8 am - 8 pm

10

IV. Event Specific Information

1. Event name: Weekend Warrior
2. Type of event: Flag Football
3. Dates of Event: September 14, 2024 and September 15, 2024
4. Location of Event: The Highlands County Sports Complex
5. Number of days: 2 days Hours: 8am-8pm, 8am- 8pm = 24 hrs total
6. Projected number of out of town participants:
   Out of state: 0
   In-state: 650

7. Projected number of attendees per day: 1300

8. Projected number of media, staff, officials:
   Out of state: 10
   In-state: 10

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

11. Event Admission Price (if applicable) : N/A

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Sebring/Highlands County? (This is the minimum number of rooms that must be captured by the Event and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event. The TDC reserves the right to reduce the reimbursement amount should the Event fail to meet this minimum room night guarantee.) 500 room nights per night - 1000 total

13. What is the GUARANTEED MINIMUM NUMBER OF EVENT ATTENDEES? How many/what percentage will be traveling to the event from outside the county? How will you document the attendees and the out-of-county percentage? Will you be providing the TDC with attendee contact information? (*Please answer each question or your application will be deemed incomplete*). 100% and registrations

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

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

EVENT BUDGET SUMMARY

EVENT INCOME

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

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In Kind Amount)
TDC Grant	17,200
Registration Fees	24,000
Visit Sebring/TDC Funding Request	$ 17,200
TOTAL INCOME ALL SOURCES	$ 41,200

EVENT EXPENSES

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

Expense Type (Event Speakers, Signage, Insurance, etc.)	**Expense Amount**
Trophies	**2,500**
Insurance	**2,500**
Officials/Referees	**10,000**
Fields	**2,200**
Website/Registration	**2,500**
Hospitality for Officials/Referees	**1,000**
Equipment	**200**
Signage	**1,000**
Portalets	**800**
TOTAL EVENT EXPENSES	$ 22,700
Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Officials/Referees	**10,000**
Fields	**2,200**
Trophies	**2,500**
Insurance	**2,500**
TOTAL TDC EXPENSES	**17,200**

Initials

___ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: September 14 and September 15, 2024
Date of Application: 3/19/2024

___ I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on May 20, 2024 (date 60 days after event ends).

___ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by March 26, 2024. (date one week after the application is submitted to and accepted by the Tourism Office)

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

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

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

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

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

___ 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.

___ 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.

___ The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

___ Applicant understands that it is required to submit a Room Block Report/Room Night

Certification Form in order to track the amount of rooms the Event produces in order to receive funding for Verified Rooms. (page 9)

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

JM Applicant's W-9 tax form is included with the application.

JM Applicant has included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

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

JM Applicant has included a sample **Attendee Survey** for the Event.

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

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

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

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

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

Authorized Agent: J. Norm McLean

Title: OWNER *Date:* 3/22/24

Authorized Agent Signature: D. NORM McLEAN

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County 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: John N McLean

Date: 3/22/24

By: _____
(Signature)

Its:

(Title)
State: Florida County: Brevard

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

Witness my hand and seal (date) 3/22/2024

My Commission expires (date) 01/24/2026

Signature of Notary

MALLORY TANNER
NOTARY PUBLIC
My Comm. Expires
Jan. 24. 2026
Comm. # HH 219983
STATE OF FLORIDA

SMART Objective Worksheet

Draft Goal: Increase tourism in Downtown Sebring and create an economic impact in the community.

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

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

UNITED FLAG FOOTBALL LEAGUE

5200 FAN PALM AV COCOA FL 32927

321.537.0965 STONECOLDNORM@YAHOO.COM

Business Plan

ABOUT:

The UFFL is the governing body for adult flag football in the nation. We have been around since the 1970's (formally USFTL). We travel the country putting on flag football tournaments for adult athletes. These athletes are divided into categories for their level of competition. We have current and former NFL players along with CFL and college players. Some of the athletes are weekend competitors and include men and women. All of our tournaments are qualifiers for our National Championships which are held every January in Orlando Florida.

EVENTS HISTORY:

As I mentioned we derived from USFTL in 2019 when the original owner passed away and we formed UFFL to carry on and honor him. The UFFL reaches from San Diego to New York City and from Miami to Seattle. There are many different styles played around the country so we do our homework and see what is best for your area and select those styles to include in a tournament. We have 18 different directors and depending on the style you will have them present at the tournament. At the UFFL we have strict codes of conduct and we adhere to them without hesitation. It is imperative that we have a family environment for all to see. We will be starting our youth program in 2024 and will be traveling the country spreading the excitement for the youngsters.

How UFFL will INCREASE out-of-county Visitors to Sebring

The UFFL tournament is an exciting event to your destination, marketing your area to the flag football community and your locals. The participants that will be participating in the tournament are all adults. This will result in each participant bringing at least 1+ additional guest to your area. The goal is to market Sebring as a family/group destination.

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

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

Marketing Plan:

- A first-class flag football league experience that drives people to your destination
    - Average 700 players with more than 1300 visitors, producing room nights
- Marketing of your destination to flag football teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Clay County as a destination)

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County 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: _____County: _____

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

Witness my hand and seal (date)

My Commission expires (date)

Signature of Notary

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request approval of the State of Florida Department of Environmental Protection (FDEP) amendment 02 for the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.**

STATEMENT OF ISSUE

On April 5, 2022, The HCBCC approved receipt of a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan Agreement SW280230 in the amount of $1,750,000. On February 21, 2023, HCBCC approved Professional Services Agreements with Geoysntec Consultants Inc. (fee $542,516.00) Kimley-Horn and Associates (KHA) (fee of $805,430.00) for Water Quality and Drainage Studies

Amendment #1 was approved by the Board on February 21, 2024. That Amendment transferred the oversight and management of the loan from the Florida Water Pollution Control Financing Corporation to FDEP.

FDEP has developed amendment 2 to Loan Agreement SW280230 associated with loan repayment activities to be rescheduled to give the Local Government additional time to complete the planning study. In addition, certain provisions of the Agreement needed revisions and provisions need to be added to the Agreement due to Federal requirements.

RECOMMENDED ACTION

Move to approve the State of Florida Department of Environmental Protection (FDEP) amendment 02 for the Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund Planning Loan.

FISCAL IMPACT

No fiscal impact.

Attachments: Highlands County SW280230 A2 Ext.pdf

STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT SW280230
HIGHLANDS COUNTY

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and HIGHLANDS COUNTY, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number SW280230, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete planning; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.13 is added to the Agreement as follows:

8.13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on November 15, 2025, and semiannually thereafter on May 15 and November 15 of each year until all amounts due under the Agreement have been fully paid.

3. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of all Planning Activies is scheduled for May 15, 2025.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2025.

(4) The first Semiannual Loan Payment in the amount of $44,625 shall be due November 15, 2025.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement SW280230 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
HIGHLANDS COUNTY

_____
Chairperson

Attest: Approved as to form and legal sufficiency:

_____ _____
County Clerk County Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request approval of County Surplus Disposal, to waive the two-step Procedure for Disposal of Tangible Personal Property, and to allow the Surplus disposed of by Utilizing the Board's contract with Insight Auctioneers or other auction service companies pursuant to section 274.05 Florida Statutes.**

STATEMENT OF ISSUE

There are several pieces of landfill equipment that are no longer usable due to being inoperable due to age, condition or are in need of repairs that are not cost effective to complete. Attached is a list of the Solid Waste Equipment that needs to be declared as surplus prior to being disposed. In order to use Insight Auctioneers or another auction company for equipment, the two-step disposal procedure must be waived by the Board of County Commissioners. In the past, the auction process has consistently yielded a higher price on the Surplus items sold.

RECOMMENDED ACTION

Move to approve the attached list of County Property as Surplus, waive the two-step Surplus Disposal Process, and allow the Surplus to be disposed of by utilizing the Board's contract with Insight Auctioneers or other board approved auction service companies pursuant to section 274.05. Florida Statutes.

FISCAL IMPACT

The fiscal impact in unknown. Revenue generated from sale proceeds will be distributed into the appropriate revenue accounts.

Attachments: Solid Waste Surplus List.pdf

ATTACHMENT A

4210 REFUSE DISPOSAL SYSTEM EQUIPMENT TO SURPLUS FOR AUCTION				
County ID No.	Description	Purchase Date	Serial No.	Condition (Good, Fair, Poor, Obsolete)
LFMIS1	2004 CAT D6NLGP Dozer	12/14/2004	0ALY01412	Obsolete
LFMIS6	2012 Bomag BC772RB-2 Landfill Compactor	12/20/2012	1015704311025	Obsolete
LF104	1999 CAT Track Loader 963B w bucket (30" track shoes)	2/5/1999	9BL03082	Poor
LF200	1992 Ford LT9000 Roll Off Truck		1FDZU90X6NVA37430	Obsolete
LF206	2006 843B Bobcat Loader	5/8/2006	503760746	Obsolete
LF238	2000 CAT Dozer D7R LGP	2/19/2000	D7R 3DN00356	Poor
LF245	2002 Mack CH613 Water Truck w 3000 Gallon Dolphin water tank	2/11/2009	1M1AA18Y82W145403	Poor
LF295	2018 Bomag BC772RB-4 Landfill Compactor	5/3/2018	101570021077	Good
RC192	2001 Ford E350 Econoline 15- Passendger van	4/16/2001	1FBSS31F11HB30576	Poor

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER:	**Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director**
SUBJECT/TITLE:	**Request approval of an Agreement with Consolidated Resources Recovery, Inc. for Mulching and Processing of Wood and Yard Waste Services Pursuant to ITB 24-018-KSB.**

STATEMENT OF ISSUE

Attached for your approval is an Agreement between Highlands County and Consolidated Resource Recovery, Inc. for Mulching and Processing of Wood and Yard Waste Services Pursuant to ITB 24-018-KSB on an "as needed basis". The term of the Agreement shall be for an initial one (1) year from the date of the Board approval. Prices shall remain firm for this period. Upon mutual agreement of the parties, the contract may be renewed for three (3), one (1) year terms, at the same terms and conditions set forth in the ITB.
A price adjustment clause was included in this solicitation. Pricing will be reviewed at the anniversary date thereafter. The Agreement will include a thirty (30) day termination for convenience clause for termination by the County. Please note a Purchase Order will be issued with the Agreement.

RECOMMENDED ACTION

Move to approve the Agreement between Highlands County and Consolidated Resource Recovery, Inc. for Mulching and Processing of Wood and Yard Waste Services Pursuant to ITB 24-018-KSB.

FISCAL IMPACT

There is no fiscal impact to Fund 401(Solid Waste) or the overall FY 23/24 budget as funds were budgeted in FY 23/24 for Mulching and Processing of Wood and Yard Waste Services in Cost Center 4210 (Refuse Disposal System) Account 53437 (Other Contractual Services).

Attachments: Attachment A ITB 24-018-KsB mulching Prcocessing of Wood Yard waste svcs. Recommend. for award.pdf
Highlands Cnty Agreement Signed CJS 8-14-24.pdf

ATTACHMENT A

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
ITB-24-018-KSB
Mulching and Processing of Wood and Yard Waste
Bid Opening Date: 05/21/2024

	LOCAL VENDOR	TOTAL	*	RANK
Consolidated Resource Recovery Inc., a Veransa Company	**No**	**$ 2,523.72**		**1**

*** denotes corrective total**

Local Preference was not used to award this project; none of the Bidders qualify.

Local Preference was not used to award this project.

Notice of Intent to Award is posted to Highlandsfl.gov at 12:00:00 PM on 5/23/2024

End of protest period: 5/29/2024

The term of the Contract shall be for one (1) year from the date of the Board approval. Prices shall remain firm for this period. Upon Mutual agreement of the parties, the contract may be renewed for three (3) one (1) year terms, at the same terms and conditions set forth in the ITB. A Price Adjustment Clause is included in this solicitation.

Recommendation:

Recommendation to award to: Consolidated Resource Recovery Inc., a Veransa Company

the lowest responsive and responsible bidder.

May 29, 2024

Lori DeLoach, Purchasing Manager Date

Robert Diefendorf
Robert Diefendorf (May 30, 2024 08:53 EDT)

May 30, 2024

Robert Diefendorf, Asst to the Critical Infrastructure Dir. Date

Recommendation approved by:

May 30, 2024

Laurie Hurner, County Administrator or Designee. Date

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and Consolidated Resource Recovery Inc., 3025 Whitfield Ave., Sarasota, FL 34243, hereinafter referred to as the "CONTRACTOR" (the "Parties", and each, a "Party").

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Mulching and Processing of Wood and Yard Waste Services, pursuant to the COUNTY's Purchasing Policy and ITB-24-018-KSB; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-24-018-KSB; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for a period of one (1) year beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY, and upon mutual agreement of the Parties, for three (3) additional periods of one (1) year each.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services.

To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

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

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

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR will maintain an adequate, qualified, and competent staff in order to fulfill its obligations set forth herein and will remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work. CONTRACTOR warrants and represents that it has, through agreements with its employees or otherwise, the right and power to affect the foregoing obligations.

E. The CONTRACTOR shall ensure their firm and all personnel is properly licensed and insured throughout the term of this Agreement.

F. The COUNTY requires the CONTRACTOR to remove all their personnel from COUNTY property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interest of Highlands County. Any personnel of CONTRACTOR who is charged with or is being prosecuted for a felony will be considered reasonably objectionable.

G. CONTRACTOR's employees and subcontractors shall be prohibited from using or being under the influence of alcohol or illegal drugs while performing work under this Agreement. CONTRACTOR shall maintain a drug-free workplace and comply with Florida Statutes Section 287.087.

H. If there are any apparent defects in the work or material, COUNTY will promptly notify CONTRACTOR. Without limiting any other rights to which it may be entitled, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to correct any nonconforming workmanship.

SECTION 6. STANDARD OF CARE.

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

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

C. If, at any time during the contract term, the service performed, or work done by the CONTRACTOR is considered by COUNTY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the COUNTY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the COUNTY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR.

D. CONTRACTOR shall resolve all complaints against CONTRACTOR within five (5) business days of receipt of same. Failure to properly resolve complaints within five (5) business days may result in cancellation of this Agreement. Repeat complaints against the CONTRACTOR may result in termination of this Agreement.

SECTION 7. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance

with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. The pricing contained in Exhibit "B" will be held firm for the first year of this Agreement and will be reviewed at the annual anniversary date thereafter.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

C. Payment will be based on receipt of a proper invoice and satisfactory contract performance. CONTRACTOR shall submit detailed invoices to the COUNTY within five (5) business days from monthly work completion. A proper invoice must include the following items:

i. The CONTRACTOR's name as it appears in this Agreement
ii. The date of the invoice preparation
iii. An identifying number to facilitate identification of the invoice
iv. A description and location of work performed
v. Total amount due
vi. Purchase Order number
vii. The delivery terms set forth in the Purchase Order
viii. The location and date of delivery of the goods or services or property to the COUNTY
ix. The quantity of the goods or services or property provided to the COUNTY
x. The unit price of the goods or services or property provided to the COUNTY
xi. The extended total price of the goods or services or property provided to the COUNTY
xii. All applicable charges and discounts
xiii. The invoice shall not request or charge sales tax

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 10. INSURANCE.

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

1. AUTOMOBILE: 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);

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

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

4. PRODUCTS AND COMPLETED OPERATIONS AGGREGATE: Two Million Dollars ($2,000,000.00);

5. EXCESS/UMBRELLA COVERAGE: Two Million Dollars ($2,000,000.00);

6. WORKERS' COMPENSATION: Statutory limits which cover all persons engaged in the performance of the work required hereunder 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. Evidence of qualified self-insurance status will suffice for this subsection; and

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

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY, a political subdivision of the State of Florida and its elected officials, agents, employees, and volunteers" as an 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,
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.
    - Such notification shall be in writing by registered mail, return receipt requested, and addressed to COUNTY pursuant to Section 24 of this Agreement.

C. The CONTRACTOR shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees, and volunteers" as an additional insured, to the extent of the service to be provided under this Agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

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

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

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and

costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the COUNTY upon reasonable request.

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

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

I. Any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate".

J. In the event the insurance coverage expires prior to termination of this Agreement, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

A. The CONTRACTOR understands that by virtue of this Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, may be open to the public for inspection in accordance with Florida law.

B. Pursuant to Florida Statutes, Section 119.0701:

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

GLORIA RYBINSKI
RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.COM

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

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

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

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses and certifications, occupational and otherwise, required to successfully provide the services set forth herein. The CONTRACTOR shall submit proof of licensing and/or certification upon request by the COUNTY.

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all liabilities, damages, losses, costs, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all liabilities, claims, suits, judgments, damages, losses, costs and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold

harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural expiration of this Agreement. The CONTRACTOR waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

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

COUNTY:	Highlands County ATTN: Laurie Hurner, County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Highlands County Office of the County Attorney ATTN: Sherry G. Sutphen, Esquire 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
CONTRACTOR:	Consolidated Resource Recovery, Inc. ATTN: Chris Snow, VP of Corporate Operations 3025 Whitfield Ave. Sarasota, FL 34243 chris.snow@veransa.com

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no

way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the five (5) year retention period. All books, records, and

accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 33. SOVEREIGN IMMUNITY.

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

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

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

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

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any

attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY. CONTRACTOR is prohibited from publishing or releasing any information related to the services under this Agreement without the prior written permission from the COUNTY, except as allowed by law.

SECTION 36. ELECTRONIC SIGNATURE.

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

SECTION 37. ATTACHMENTS.

The CONTRACTOR hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONTRACTOR's response to the COUNTY's solicitation ITB 24-018-KSB. All such attachments are hereby ratified and if the CONTRACTOR knowingly submitted such attachments to the COUNTY with false or incorrect information, such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chair

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Chris Snow

Title: V. P. of Corporate Operations

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of _____, as Chris Snow, of Consolidated Resource Recovery who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 14 day of August, 2024.

(stamp)

Kristen M. Garcia
NOTARY PUBLIC, State of Florida

KRISTEN M. GARCIA
MY COMMISSION # HH 035442
EXPIRES: August 24, 2024
Bonded Thru Notary Public Underwriters

EXHIBIT "A"
Scope of Services

SCOPE OF WORK AND SPECIFICATIONS

CONTRACTOR shall provide mulching and processing of wood and yard waste on an as-needed basis for the COUNTY at the County's Solid Waste Management Center, located at 12700 Arbuckle Creek Road, Sebring FL 33870-9319 (the "Landfill"), pursuant to the following terms:

1. Contractor's Personnel.

1.1 The CONTRACTOR shall maintain an adequate staff of qualified personnel.

1.2 The COUNTY shall require the CONTRACTOR to remove its personnel from COUNTY' property who the COUNTY deems careless, incompetent, insubordinate, reasonably objectionable, or whose continued presence on the job is deemed to be contrary to the interest of Highlands County. Any personnel of CONTRACTOR who is charged with or is being prosecuted for a felony will be considered reasonably objectionable.

1.3 CONTRACTOR warrants and represents that it has the right and power to fulfill the obligations under this section.

2. Estimated Weight. The CONTRACTOR shall have the equipment, personnel, and administrative organization to process the following:

2.1 The COUNTY's present stockpile of wood and yard waste (hereinafter called "wood waste"), estimated at approximately two thousand one hundred fifty (2,150) tons, located at the east brush site at the Landfill.

2.2 The additional accumulation of approximately 2,500 – 4,000 tons of wood waste per quarter, as identified by the COUNTY.

2.3 The approximate total amount of wood waste taken in at the Landfill for grinding was 7,100 tons in FY 21/22 and 6,300 tons in FY 22/23.

3. Contractor Requirements. The CONTRACTOR shall provide all equipment and materials required to complete the Services identified herein. All work shall be in compliance with OSHA, other regulatory and industry standards. The CONTRACTOR shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the specifications stated herein. Equipment incapable of providing this will not be acceptable for use on this Project. The CONTRACTOR shall not use equipment that, which is unsafe or in need of repair. Work completed with equipment which is not properly functioning shall be deemed unacceptable. CONTRACTOR's equipment and personnel shall be capable of the following tasks:

3.1 Loading raw materials for processing.

3.2 Grinding or chipping of all logs, root balls, and stumps.

3.3 Reducing particle size of the processed wood waste so the finished product does not exceed three (3) inches in length.

3.4 Stacking/piling processed materials as and where required by the COUNTY.

3.5 Cleaning the yard waste pad of loose debris and bucket site smooth at completion of grinding operations.

3.6 Moving from the COUNTYs main brush site to a secondary, overflow site approximately three-quarters (3/4) of a mile away from the main site for grinding, chipping, or shredding operations as requested by the COUNTY.

4. Storage/Grinding Location(s): Grinding, chipping, or shredding shall be conducted in areas designated by the COUNTY, including the main brush site and overflow site at the Landfill. All chips and shreds will be left at the sites in the areas designated by the COUNTY for use by the COUNTY. CONTRACTOR shall restore any damage to the existing base or the designated areas and provide site clean-up of unusable materials and rubbish at the conclusion of each service. CONTRACTOR shall notify the COUNTY and an inspection of the site will be performed. Payment will be withheld until the site has been deemed acceptable by the COUNTY.

5. Presence of Other Materials. Material such as plastic bags, rocks, and quantities of steel might be present at the brush sites. CONTRACTOR is responsible for determining its own estimate of the components in the brush sites. COUNTY does not warrant that the brush sites are free from non-wood waste materials. COUNTY is not responsible for any damage caused by non-wood waste materials during CONTRACTOR's performance of Services.

6. Pricing.

6.1 Tonnage: All wood waste coming into the site is weighed by COUNTY on certified landfill scales, and CONTRACTOR will be paid based on the per ton scale weight of wood waste materials. Copies of tonnage reports of wood waste materials may be furnished to the CONTRACTOR at CONTRACTOR's request.

6.2 Mobilization: The time and labor involved to move equipment, only when requested by the COUNTY, from the main site to the overflow site at the Landfill (approximately ¾ of a mile) will be paid as a flat fee price and not included in the mulching price above.

7. Reduction in price.

7.1 Any unprocessed wood waste left by CONTRACTOR on the site(s) will result in a reduction of the payment calculation to the CONTRACTOR.

7.2 The price reduction will be based on the measurements, in four (4) cubic yard increments, of the unprocessed wood waste, reduced in ratio to the contract price per ton. Accordingly, for every four (4) cubic yards of unprocessed wood waste left by CONTRACTOR on the site(s), the total calculation of payment to the CONTRACTOR will be reduced by one (1) ton.

7.3 Measurement will be taken by the COUNTY and the figures arrived at by the COUNTY will be considered true and accurate.

7.4 COUNTY will notify the CONTRACTOR twenty-four (24) hours prior to the taking of the measurement and will permit CONTRACTOR's presence during the measurement.

7.5 CONTRACTOR's absence at the measurement, when duly notified, does not preclude a price reduction.

8. Time. Services under this Agreement must be performed between 7:30 AM to 5:00 PM, Monday through Friday, and 7:30 AM to 12:00 PM on Saturday, unless prior approval is granted by COUNTY.

9. Payments. Payments shall be per ton or partial ton, as applicable, per Exhibit "B" to this Agreement.

10. The COUNTY reserves the right to request the following information from CONTRACTOR:

10.1 List of all equipment, including back-up equipment, to be used to fulfill the requirements of this Agreement, on the form attached hereto as Exhibit "C", as updated.

10.2 List of at least three (3) previously completed jobs or present contracts with contact information for references.
10.3 List of any terminated contracts due to non-performance issues.

EXHIBIT "B"
Pricing Schedule

Item #	Description	Unit of Measure (UOM)	Price per UOM
1	Mulching based on scaled weight of material	Ton	$ 23.72
2	Mobilization: Moving equipment to second area on-site, when requested (approximately ¾ mile)	LS	$ 2,500.00

EXHIBIT "C"

[illegible]

EQUIPMENT LISTING

The following is a listing of your total equipment, including back up units used to fulfill the requirements of this bid inclusive of manufacturer, year, and condition. Condition shall be listed in accordance with the scale below (Attach additional sheets, if required).

Equipment/Attachment Manufacturer	Year	Condition
SEE ATTACHED LIST		

SCALE: 1 - Excellent _____ 3 – Fair _____

2 – Good X 4 – Poor _____

Equipment is located at: Varies locations - Sarasota, Clearwater, Tampa, Seffner, Ft. Myers and Municpal Contracts

Name of Bidder: Consolidated Resource Recovery, Inc., a Veransa Company

(This page to be returned)

The Company has a 30+ year history and owns or leases 100% of its equipment

Equip#	Year	Make	Model
Loaders			
20-121	2003	Caterpillar	950G Wheel Loader
20-130	2004	Caterpillar	938GII Wheel Loader
20-185	2011	Caterpillar	924G Loader w/bucket & rake
20-186	2011	Caterpillar	950H Wheel Loader w/bucket
20-188	2011	Caterpillar	950H Wheel Loader w/bucket
20-189	2011	Caterpillar	950H Wheel Loader w/bucket
20-205	2004	Caterpillar	950GII Wheel loader w/bucket
20-206	2019	Hyundai	HL960 Wheel loader w/bucket
20-207	2019	Hyundai	HL960 Wheel loader w/bucket
20-208	2019	Caterpillar	950GCQC Wheel loader w bucket
20-209	2019	Caterpillar	950GCQC Wheel loader w bucket
20-210	2020	Caterpillar	950GCQC Wheel loader w bucket
20-211	2006	Caterpillar	950H Wheel Loader w/bucket
20-212	2009	Caterpailar	950h Wheel Loader w/rake Bucket
20-213	2007	Caterpillar	950h wheel loader w/bucket
20-214	2020	Caterpillar	950GCQC Wheel loader w bucket
20-215	2020	Caterpillar	950GCQC Wheel loader w bucket
20-219	2005	Caterpillar	950GII Wheel loader w/bucket
20-220	2006	Caterpillar	950H Wheil loader wbucket
20-221	2022	Caterpillar	950GC Wheel loader/bucket
F20-100	2015	KCM	70-Z7 Loader
F20-102	2008	KCM	95ZV5
F20-103	2017	KCM	95Z7B
F20-104	2021	Caterpillar	950GCQC Wheel loader thr valve
F20-105	2021	Catepillar	950GCQC Wheel loader thr valve
F20-106	2021	Catepillar	950GCQC Wheel loader thr valve
F20-106	2021	Caterpillar	950GCQC Wheel loader thr valve
S20-100	2018	Kawasaki	45Z
S20-101	2018	Kawasaki	80ZTB
Grinders			
13-54	2018	morbark	1300B Tub grinder track
13-55	2018	morbark	1300B Tub grinder Wheel
19-56	2006	Vermeer	TG9000 Tub Grinder
19-58	2007	Vermeer	TG9000 Tub Grinder
19-59	2008	Vermeer	TG9000 Tub Grinder
19-60	2012	Vermeer	TG9000 Tub Grinder
19-61	2013	Vermeer	TG9000 Tub Grinder
19-62	2014	Vermeer	TG9000 Tub Grinder
19-63	2020	Vermeer	TG9000 Tub Grinder
19-64	2021	Vermeer	TG9000 Tub Grinder
24-240	2022	Peterson	6710D Horizonal grinder
F52-100	2017	Percision Huskey	5200T Track grinder
S19-100	2016	Vermeer	TG7000 Tub grinder
Dozers			
F21-100	2015	Caterpillar	D5-K2
Excavators			
22-296	2011	Caterpillar	320DL Excavator
22-297	2012	Caterpillar	320EL
22-299	2012	Caterpillar	320EL

Equip#	Year	Make	Model
22-302	2015	Caterpillar	320ELT4
22-303	2015	Caterpillar	320ELT4
22-304	2015	Caterpillar	320ELT4
22-305	2008	Caterpillar	324DL /sheer
22-309	2020	Caterpillar	320GC
22-310	2021	Link Belt	210X4
22-311	2021	Caterpillar	320-07GC
22-312	2022	Link Belt	210x4
F22-100	2016	Kobleco	SK75SR-3E
F22-101	2016	Kobleco	SK210LC-9
F22-103	2015	Kobleco	Komatsu
S22-100	2018	Hyundai	HX300L
S22-101	2019	Linkbelt	350X4EX
S22-103	2018	Linkbelt	210X4
S22-104	1998	Kobleco	SK200
Screens			
10-249	2006	Powerscreen	830 Trommel
10-250	2006	Powerscreen	830 Trommel
10-251	2006	Powerscreen	830 Trommel
10-267	1997	Powerscreen	830 Trommel
F10-100	2017	Mc Closkey	628RE
S10-100		Powerscreen	4030 RADICAL
S10-101	2016	Powerscreen	TR626
S10-103	2017	Powerscreen	MGL
S10-104	2019	Powerscreen	Warrior 1800
Tractors			
30-69	1986	Mack	R688ST
30-186	2004	Kenworth	T-800
30-187	2004	Kenworth	T-800
30-218	2006	Kenworth	T-800
30-219	2006	Kenworth	T-800
30-285	2015	Kenworth	T-800
31-078	1989	Kenworth	T-800 Water Truck
31-195	1989	Kenworth	T-800
F29-100	2005	Sterling	water truck
F30-200	2011	Volvo	Day cab
F30-103	1976	International	F-5070
S30-100	2015	Mack	CXU613
S30-101	1989	Peterbuilt	379
S30-101	2006	Sterling	A9500
S30-104	1998	Kenworth	T800
Service truck			
32-081	1997	International	4700 White Cloud
32-121	2014	Ford	F350 XLT FX4
32-193	2013	Chevrolet	Silverado 3500
32-194	2016	Ford	F450
32-300	1993	Ford	F700 Fuel Truck
32-301	1989	Ford	F700 WATER TRUCK
32-302	1992	Ford	F700 WATER TRUCK

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-155 for Budget Amendment 23-24-144 to transfer funds from project # 18051, Rescue Fire Station 36 to project # 23091, Lake Placid Fire Station 36 (Meeting of the Districts).**

STATEMENT OF ISSUE

Capital Projects is requesting the transfer of remaining funds in the current Rescue Fire Station 36 project # 18051 into project # 23091, Lake Placid Fire Station in order to clean up the project and start fresh with a new project for all stakeholders.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-155 for Budget Amendment 23-24-144 to transfer funds from project # 18051, Rescue Fire Station 36 to project # 23091, Lake Placid Fire Station 36 (Meeting of the Districts).

FISCAL IMPACT

Fiscal impact is an increase of $18,818.85 to Fund 355 (HCFPIRN LTD Capital) to project # 18051 which will then be transferred to project # 23091, Fund 144 (Lake Placid Special Benefit Fire District).

Attachments: 23-24-144 Xfer Funds_Proj 18051 to Proj 23091 LP Fire Station 36 (BA).pdf
23-24-144R Xfer Out Funds fm Proj 18051 to SBD Proj_LP Fire Station 36 (Resolution).pdf

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **6/19/2024** SUBMITTED BY: **Tiffany Gunn**

FUND(S): **355 / 144** FUND TITLE(S): **HCFPIRN LTD Capital / Lake Placid SB Fire District** COST CENTER(S) #: **2685 / 7966**

PROJECT(S) #: **18051 / 23091** PROJECT TITLE(S): **Fire Rescue Station 36 / Lake Placid Fire Station #36** COST CENTER TITLE(S): **HCFPIRN Ltd Capital Exps / Lake Placid SB Fire District**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	355		3999100Z	Project Fd Balance Forward	18051	0.00	18,818.85		18,818.85
E	355	2685	56200Z	Project Buildings	18051	0.00	18,818.85		18,818.85
									0.00
E	355	2685	56200Z	Project Buildings	18051	18,818.85		18,818.85	0.00
E	355	2685	59010Z	Project Transfers Out	18051	0.00	18,818.85		18,818.85
									0.00
									0.00

REASON: **To close the old project, transfer funds to new project to start clean**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-144**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: _____ / _____ / _____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-155

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-144 TO THE HCFPIRN LTD CAPITAL FUND ; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-144 is hereby approved and authorized to bring Fund Balance forward for Lake Placid Fire Station 36, transferring out funds from Project # 18051 to a Special Benefit District project with a fiscal impact increase of $18,818.85.

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of August, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-177 for Budget Amendment 23-24-162 to realign ARPA funds from EOC project # 19040 to Road and Bridge Emergency Storage Warehouse project # 20076.**

STATEMENT OF ISSUE

Capital Projects is requesting the reallocation of ARPA funds between the EOC Expansion project and the Road and Bridge Emergency Storage Warehouse project. Due to unforeseen circumstances, there are additional materials that are needed for the completion of the warehouse project.

RECOMMENDED ACTION

Move to adopt of Resolution 23-24-177 for Budget Amendment 23-24-162 to realign ARPA funds from EOC project # 19040 to Road and Bridge Emergency Storage Warehouse project # 20076.

FISCAL IMPACT

The fiscal impact is a decrease of $13,888.35 from project # 19040, EOC Expansion and a increase of $13,888.35 to project # 20076, Emergency storage. The net fiscal impact is $0.00 as we are simply reallocating funds between projects.

Attachments: 23-24-162 Realigning Funding Proj 19040 to Proj 22076 (ARPA Funds) (BA).pdf
23-24-162R Realigning Funding Proj 19040 to Proj 22076 (ARPA Funds) (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 13, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/12/2024** SUBMITTED BY: **Tiffany Gunn**

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

PROJECT(S) #: **19040 / 20076** PROJECT TITLE(S): **EOC Bldg Remodel (ARPA) / Emergency Storage Facility (ARPA)** COST CENTER TITLE(S): **Emergency/Disater Relief**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	19040	3,868,689.80		13,888.35	3,854,801.45
E	005	3996	56200Z	Project Buildings	19040	3,979,309.12		13,888.35	3,965,420.77
R	005		3999100Z	Project Fund Balance Forward	20076	1,925.06	13,888.35		15,813.41
E	005	3996	56200Z	Project Buildings	20076	71,139.69	13,888.35		85,028.04
									0.00
									0.00
									0.00

REASON: **To transfer funds into Warehouse project due to unforseen additional expenditures.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-162**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-177

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-162 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-162 is hereby approved and authorized to reallocate ARPA funds from EOC Expansion/Remodel project # 19040 to R&B Emergency Storage Warehouse project # 20076 in the amount of $13,888.35 with a net fiscal impact of $0.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of August 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 20, 2024

PRESENTER:	**Sherry G. Sutphen, County Attorney** **Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request adoption of Resolution 23-24-176, responding to City of Avon Park initiating Resolution 2024-04, pertaining to Interlocal Service Boundary Agreement negotiations pursuant to Florida Statutes, Section 171.203.**

STATEMENT OF ISSUE

On June 24, 2024, the City of Avon Park adopted initiating Resolution 2024-04, in accordance with Florida Statutes, Section 171.203, inviting Highlands County and the City of Sebring to participate in Interlocal Service Boundary Agreement negotiations; however, the City did not send the initiating resolution to the County until July 10, 2024, through email from the City Clerk to the Highlands County Attorney. The principal goal of the Interlocal Service Boundary Agreement Act is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community. The various impacted Departments of Highlands County believe that joint planning efforts for smart growth and development and joint efforts for all matters of common impact and interest serve the public interest as long as such efforts do not work against generally accepted planning practices and principles, the logical provision of services and any prior efforts of the various jurisdictions related to future growth and economic development. While County staff desires to participate in negotiations for an Interlocal Service Boundary Agreement with the City of Avon Park and the City of Sebring, it is also imperative that such negotiations will only be successful and improve the quality of life for all County residents if the Town of Lake Placid, Sun 'N Lake of Sebring Improvement District and the Spring Lake Improvement District are also invited to participate. The following titled Resolution provides the County's goals for such negotiations and invites the Town of Lake Placid, Sun 'N Lake of Sebring Improvement District and the Spring Lake Improvement District to participate in the negotiations.

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT PROCESS SET FORTH IN FLORIDA STATUTES, SECTION 171.203; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR RESPONSE TO INITIATING RESOLUTION; PROVIDING AN INVITATION TO OTHER ENTITIES AND INDENTIFICATION OF LANDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

RECOMMENDED ACTION

Move to adopt Resolution 23-24-176, responding to City of Avon Park initiating Resolution 2024-04, pertaining to Interlocal Service Boundary Agreement negotiations pursuant to Florida Statutes, Section 171.203.

FISCAL IMPACT

No fiscal impact.

Attachments: Resolution.ISBA.Avon Park.SGS.pdf

RESOLUTION NO. 23-24-176

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT PROCESS SET FORTH IN FLORIDA STATUTES, SECTION 171.203; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR RESPONSE TO INITIATING RESOLUTION; PROVIDING AN INVITATION TO OTHER ENTITIES AND INDENTIFICATION OF LANDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the principal goal of the Interlocal Service Boundary Agreement Act is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community; and

WHEREAS, pursuant to Florida Statutes, Section 171.203, a municipality desiring to enter into an interlocal service boundary agreement shall commence the process by adopting an initiating resolution which identifies the area to be discussed and the issues to be negotiated; and

WHEREAS, on June 24, 2024, the City of Avon Park adopted initiating Resolution 2024-04, in accordance with Florida Statutes, Section 171.203, inviting Highlands County and the City of Sebring to participate in Interlocal Service Boundary Agreement negotiations; however, the City did not send the initiating resolution to the County until July 10, 2024, through email from the City Clerk to the Highlands County Attorney; and

WHEREAS, Florida Statutes, Section 171.203, provides that the County shall adopt a responsive resolution to the initiating resolution within sixty (60) days after receipt; and

WHEREAS, Highlands County agrees that intergovernmental coordination of planning activities, service delivery and boundary adjustments promotes the reduction of costs, avoidance of duplication of local services and increases political transparency and accountability; and

WHEREAS, Highlands County believes that joint planning efforts for smart growth and development and joint efforts for all matters of common impact and interest is consistent with Florida law and serves the public interest, so long as such efforts do not work against generally accepted planning practices and principles, the logical provision

of services and any prior efforts of the various jurisdictions related to future growth and economic development; and

WHEREAS, it is imperative that both current and future residents of Highlands County experience a high quality, standard of living, thus, the County desires to participate in negotiations for an Interlocal Service Boundary Agreement with the City of Avon Park and the City of Sebring; however, the County also believes that such negotiations will only be successful and improve the quality of life for all County residents if the Town of Lake Placid, Sun 'N Lake of Sebring Improvement District and the Spring Lake Improvement District are also invited to participate.

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. Response to Initiating Resolution.

A. Highlands County hereby accepts those matters listed in City of Avon Park initiating Resolution 2024-04, as topics of discussion for the Interlocal Service Boundary Agreement negotiations.

B. Each topic related to the provision of government services and utilities shall focus on boundary adjustments, efficient and effective delivery of services and fiscal responsibilities.

C. Correction of enclaves, reverse enclaves and/or serpentine-like, meandering boundaries is a priority and shall be corrected immediately without regard to final approval of any Interlocal Service Boundary Agreements stemming from the anticipated negotiations.

D. Additional topics for discussion shall include Emergency Management and Economic Development.

SECTION 3. Invitation to Other Entities and Identification of Lands.

A. Pursuant to Florida Statutes, Section 171.203, Highlands County does hereby invite the Town of Lake Placid, the Sun 'N Lake Improvement District and the Spring Lake Improvement District to participate in the Interlocal Service Boundary Agreement negotiations initiated by the City of Avon Park through Resolution 2024-04.

B. Highlands County does hereby identify the lands for discussion as shown on **Exhibit "A**,**"** attached hereto.

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 Florida Statutes, Section 171.203, Interlocal Service Boundary Agreement negotiations, 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 upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

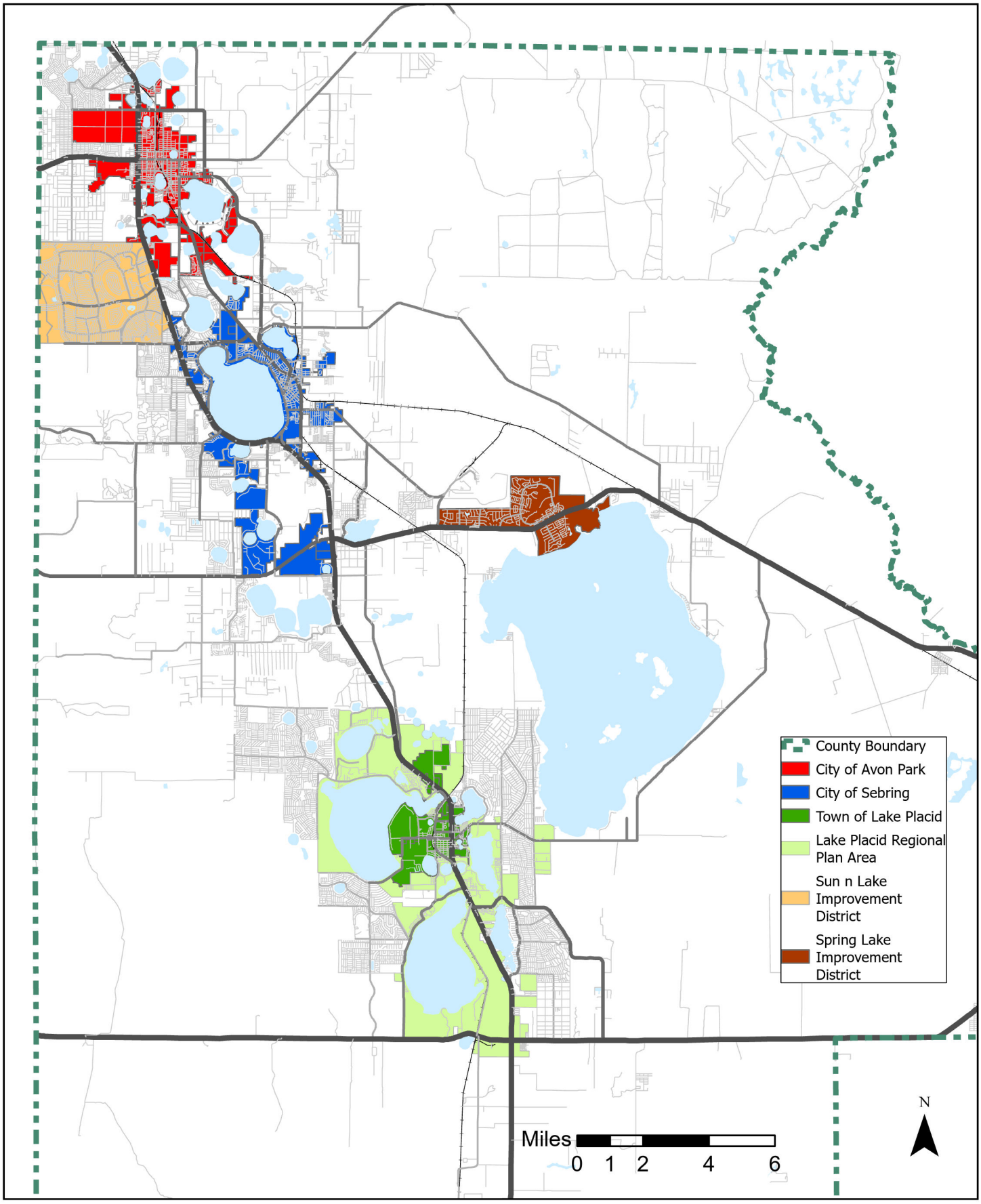


Exhibit A
Areas for Discussion of
Interlocal Service Boundaries
Highlands County, Florida

Scale: 1:250,000

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 20, 2024

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request to adopt Resolution 23-24-167 for Budget Amendment 23-24-156 to appropriate Sheriff's Miscellaneous Revenue.**

STATEMENT OF ISSUE

In previous years the Sheriff's Office netted the revenues and expenditures in its financial statements. Our auditors have determined that the Sheriff's Office needs to report the revenue separately as "Charges for Services". Thus, the Extra Duty Services and DEA reimbursement of Overtime revenue in FY 23-24 in the amount of $155,139.66 needs to be reflected as "Charges for Services by the Sheriff's office, along with a corresponding budget increase in the amount of $155,139.66 Law Enforcement Personal Services.

In addition, the Sheriff's office receives miscellaneous revenue for asset dispositions for vehicles. Therefore, the revenue collected in FY 23-24 in the amount of $56,725.00 needs to be reflected as "Capital Outlay" by the Sheriff's Office, along with a corresponding budget increase in the amount of $56,725.00 in Law Enforcement Capital Outlay. For a total increase in the amount of $211,864.66.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-167 for Budget Amendment 23-24-156 to appropriate Sheriff's Miscellaneous Revenue.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $211,864.66.

Attachments: 23-24-156 Sheriff_Appropriate Add'l Misc Revenue (BA).pdf
23-24-156R Sheriff_Appropriate Add'l Misc Revenue (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
August 1, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/29/2024** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101**

PROJECT(S) #: PROJECT TITLE(S): 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		3421001	Law Enforcement Services Other		320,577.50	155,139.66		475,717.16
R	005		3640000	Disposition of Fixed Assets		0.00	56,725.00		56,725.00
E	005	3101	51001	Personal Services Elected Official		19,924,864.50	155,139.66		20,080,004.16
E	005	3101	56001	Capital Outlay Elected Official		489,215.73	56,725.00		545,940.73
R	005		3421001	Law Enforcement Services Other		475,717.16		200,340.00	275,377.16
R	005		3640000	Disposition of Fixed Assets		56,725.00	200,340.00		257,065.00

REASON: **To appropriate Miscellaneous Revenue collected into FY 23/24 as recommended by the County Auditors and to correct the posting of the previous Disposition of Fixed Assets (3640000) that was inadvertenly put in Law Enforcement Svcs Other (34210001) as requested by the Clerk's Office.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-156

ACTION:

Board	____ Approved	____ Denied	____	ITEM TO ITEM
			____	RESERVE
County Administrator	____ Approved	____ Denied	XX	BY RESOLUTION
			____	SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-167

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-156 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-156 is hereby approved and authorized to appropriate the Sheriff's Miscellaneous Revenues into FY 23-24, as recommended by the Auditors, for an increase in the amount of $211,864.66.

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

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

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

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

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

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

PASSED AND ADOPTED this 20th day of August, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request acceptance of a grant from the Florida Network of Children's Advocacy Center (FNCAC) for cost reimbursement of CAC and CPT direct services to child victims and their non-offending caregivers.**

STATEMENT OF ISSUE

Grant funds are awarded to Advocacy Centers statewide by the Florida Network of Children's Advocacy Centers (FNCAC). The amount is determined annually based upon the number of children served at the Children's Advocacy Center in Highlands County. The funds are disbursed by the FNCAC to be used for Children's Advocacy Centers for direct services provided to child victims and their non-offending caregivers. The Children's Advocacy Center of Highlands County has received notification that they will receive $82,868.02 as their allotment for General Revenue and $11,538.46 for subcontracted services with the Child Protection Team and action is needed to receive the revenue into the Children's Advocacy Center's budget for fiscal year 23-24. Fund will be used for direct services to victims of child abuse and their non-offending family members in Highlands County. Funds must be spent prior to June 30, 2025.

RECOMMENDED ACTION

Move to accept a grant from the Florida Network of Children's Advocacy Center (FNCAC) for cost reimbursement of CAC and CPT direct services to child victims and their non-offending caregivers.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) Cost Center 3995 (Children's Advocacy Center) for FY23-24 in the amount of $94,406.48.

Attachments: CAC23 Highlands FNCAC GR-CPT Contract 8.14.24.pdf

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Florida Network of Children's Advocacy Centers

Standard Subcontract

This contract is entered into between the Florida Network of Children's Advocacy Centers, hereinafter referred to as the Network, and Highlands County, a Political Subdivision of the State of Florida, hereinafter referred to as the Provider. The number assigned to this Subcontract is 24/25-GR-CAC23.

The Parties Agree:

I. The Provider Agrees:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the Contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this Subcontract as specified in Section III, Paragraph A, of this Subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, Florida Statutes. The Network may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, Florida Statutes. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the Provider in conjunction with this Subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the following Governing Law

1. State of Florida Law

This Subcontract is executed and 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 of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Subcontract.

2. Federal Law

a. If this Subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this Subcontract contains federal funds and is over $100,000, 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. 1857(h) et seq), **§**508 of the Clean Water Act, as amended (33 U.S.C. 1368 er seq.), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Network.

c. If this Subcontract contains federal funding in excess of $100,000, the Provider must, prior to Subcontract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.

d. Not to employ unauthorized aliens. The Network shall consider employment of unauthorized aliens a violation of §274A€ of the Immigration and Naturalization Act, 8 C.F.R. Section 274A(a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this Subcontract by the Network. The Provider agrees to utilize the U. S. Department of Homeland Security's E-Verify system, https//e-verify.gov/employers, to verify the employment eligibility of all new employees hired during the Subcontract term by the Provider. The Provider shall also include a requirement in Subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41C FR, Part 60. The Provider will comply with all federal, state, local laws, and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

f. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

g. If the Provider is determined to be a sub-recipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (DUNS) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e., a printed copy of the completed SAM registration) to the Contract Manager. To obtain registration and instructions, visit https://www.sam.gov.

D. Audit, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and accurately reflect all revenues and expenditures of funds provided by the Network under this Subcontract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract for a period of seven (7) years after the termination of the Subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Subcontract.
3. Upon completion or termination of the Subcontract and at the request of the Network, the Provider will cooperate with the Network to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the Network.
5. Persons duly authorized by the Network and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Provider's subcontracts and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Network as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these afore mentioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this Subcontract indicates that the Provider is a recipient or sub-recipient, the Provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
   a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this Subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this Subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, cancelled checks, payroll detail, bank statements, etc.) under this Subcontract which evidences that are expenditures are:
      1. Allowable under the Subcontract and applicable laws, rules, and regulations.
      2. Reasonable; and
      3. Necessary in order for the recipient or subrecipient to fulfill its obligations under this Subcontract.

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The aforementioned documentation is subject to review by the Network and/or the State Chief Financial Officer and the Provider will timely comply with any requests for documentation.

E. Monitoring by the Network.

1. To permit the persons duly authorized by the Network to inspect any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this Subcontract, and interview any clients and employees of the Provider to assure the Network of satisfactory performance of the terms and conditions of this Subcontract. Following such an evaluation, the Network will deliver to the Provider a written report of its findings and will include written recommendations regarding the Provider's performance of the terms and conditions of this Subcontract. The Provider will correct all noted deficiencies identified by the Network within the specified period of time set for in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Network, result in any one or any combination of the following:
    - The Provider being deemed in breach or default of this Subcontract.
    - The withholding of payments to the Provider by the Network; and
    - The termination of this Subcontract for cause.
2. The Provider may not accept duplicate funding for any cost, position, service, or deliverable funded by the Network. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service, or deliverable. If there are multiple funding sources and the program is funded by the Network, the Network or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Subcontract may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Subcontract while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the Network, the Provider will reimburse to the Network one half of the monies previously paid to the Provider for that line item for the grant year in question.
3. The Provider will return to the Network any overpayments made to the Provider stemming from the identification of uncommitted funds or disallowed items pursuant to the terms and conditions of this Subcontract. If the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the Network such overpayment without prior notification from the Network. If the Network discovers that an overpayment has been made, the Contract Manager, on behalf of the Network, will notify the Provider and the Provider will forthwith return the funds to the Network. Should the Provider fail to immediately reimburse the Network for any overpayment, the Provider will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to section 55.03 Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of the overpayment of funds.

F. Indemnification

Note: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, Florida Statutes.

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Network and all of its officers, agents, and employees from all claims, suites, judgements, or damages, consequential or otherwise and including attorney's fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this Subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify withing seven (7) days after such notice by the Network is given by certified mail. Only adjudication after highest appeal is exhausted specifically finding the Provider not liable shall excuse

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performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Network. The Network's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Subcontract and any renewal(s) and extension(s) of it. Upon execution of this Subcontract, unless it is a state agency or subdivision as defined by §768.28 Florida Statutes, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Subcontract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Subcontract. Upon the execution of this Subcontract, the Provider shall furnish the Network written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Network reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this Subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law**.**

I. Assignments and Subcontracts

1. To neither assign the responsibility of this Subcontract to another party nor subcontract for any of the work contemplated under this Subcontract without prior written approval of the Network, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Network permits the Provider to subcontract all or part of the work contemplated under this Subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that the Network shall not be liable to the subcontractor for any expenses or liabilities incurred under the Subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
3. The State of Florida shall always be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this Subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments form the Network in accordance with §287.0585 Florida Statutes. Failure to pay withing seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such a penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Network any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Subcontract that were disbursed to the Provider by the Network. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Network. In the event that the Network first discovers an overpayment has been made, the Network will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Network will charge interest at the rate in effect on the date of overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55

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Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Providers initial receipt of funds up to the date of reimbursement of said overpayment funds to the Network.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting. In compliance with Chapter 415 Florida Statutes, an employee of the Provider who knows or has reasonable cause to suspect that a child, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

Critical Incident Reporting for serious violations of law or regulations, significant changes in operation and external impact of anything which could possibly generate print, television and/or radio coverage will be reported to the Network's Executive Director, Luzed Cruz (850) 671-4791 or at executivedirector@fncac.org. The Provider will provide updates to the Network, as needed, regarding ongoing developments related to the incident.

L. Purchasing

Procurement of Materials with Recycled Content. It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this Subcontract shall be procured in accordance with the provision of §403.7065, and §287.045 Florida Statutes. Expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that state or local governmental agency. If the Provider is a non-profit organization, the Provider will obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. If the Provider intends to purchase commodities or contractual services from such a sole source supplier, then the provider must first notify the Network of the intended sole source purchase. Providing the following information, at a minimum:

- Providers Name.
- Title and brief description of the commodity or contractual service desired to be purchased.
- Contact information for Provider's procurement manager.
- Performance and/or design requirements.
- Intended single source.
- Price.
- Justification for single source purchase (i.e., what is necessary and unique about the commodity, contractual service, or source; steps taken to confirm unavailability of competition, as appropriate).

The Network will review the information provided and either approve or disapprove the intention to use the sole source supplier by responding in writing to the Provider within a reasonable time frame.

M. Independent Capacity of the Subcontractor

1. In the performance of this Subcontract, it is agreed between the parties that the Provider is an independent contractor, and that the Provider is solely liable for the performance of all tasks contemplated by this Subcontract, which are not the exclusive responsibility of the Network.
2. Except where the Provider is a state agency, the Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this Subcontract, shall act in the capacity of an independent contractor and not as an office, employee, or agent of the Network or the State of Florida. Nor shall the Provider represent to others that it has the authority to bind the Network unless specifically authorized to do so.
3. Except where the Provider is a state agency, neither the Provider, its officers, agents, employees, subcontractors nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Subcontract.
4. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the Network or the State of Florida.

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5. Unless justified by the Provider and agreed to by the Network in Attachment I, the Network 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.
6. 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 shall be the responsibility of the Provider.

N. **Use of Funds for Lobbying Prohibited**

To comply with the provisions of§216.347 Florida Statutes, which prohibit the expenditure of Subcontracted funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. Public Entity Crime and Discriminatory Vendor

By executing this Subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers, or employees are currently on the convicted vendor list maintained pursuant to §287.133 Florida Statutes, the discriminatory vendor list maintained pursuant to §287.134 Florida Statutes, or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Network if it or any of its affiliates, subsidiaries, directors, officers, or employees are placed on the convicted vendor list maintained pursuant to §287.133 Florida Statutes, the discriminatory vendor list maintained pursuant to §287.134 Florida Statutes, or any similar list maintained by any other state or federal government.

P. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or service performance under this Subcontract, or in any way connected herewith, the Provider shall refer the discovery or invention to the Network to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Subcontract are hereby reserved to the State of Florida.
2. The Provider, to the extent permitted by Florida law, shall indemnify and save harmless the Network and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such a claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright to patent infringement. Further, if such a claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statutes.

Q. Construction or Renovation of Facilities Using State Funds

No funds provided under this Subcontract may be used for the purchase of improvements to real property.

R. Informational Security

The Provider shall maintain confidentiality of all data, files and records including client records related to the services provided pursuant to this Subcontract and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057 Florida Statutes. The Provider must implement procedures to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

S. Criminal History Record Checks

1. That Network required criminal history records check on any Provider's staff, employees or subcontractor staff that has access to children's confidential information resources or facilities operated in whole or in part with funding from this Subcontract unless formally waived in writing by the Network. The cost of performing the criminal history records checks is an allowable expense under this Subcontract.

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2. The criminal history records check must be completed in accordance with §394.4572, 408.809, and 435.12 Florida Statutes. A letter certifying that no disqualifying crimes were identified must be submitted to the Network Contract Manager within 30 days. If the Provider adds additional employees during the term of this Subcontract, the names of those staff, employees, or subcontractor staff must be provided to the Network Contract Manager within 7 days of beginning work. The Provider shall resubmit updated criminal history records checks certification letters every five (5) years from the prior criminal history records check if the Subcontract is in force.
3. If any disqualifying crimes are present on the record, the Provider agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participants, and the participant's family members.
4. During the term of the Subcontract, the Provider shall report in writing to the Network Contract Manager, the arrest, charge, or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any Provider's staff, employee, or subcontractor assigned to this Subcontract within one (1) business day of Provider's knowledge. The notice shall include the Provider's name, the staff member's name, and the location and nature of the alleged violation. The Network reserves the right to require the Provider to immediately suspend or terminate the staff members work under this Subcontract, access to any children and their families' receiving services funded by this Subcontract and state or federal confidential information obtained or maintained under this Subcontract. The Provider shall notify the Network within ten (10) calendar days of case disposition.

T. Confidentiality Breach Reporting and Notification Responsibility

That the Provider is subject to the provisions of 501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidentiality information, as well as fines of up to $500,000 for failure to report timely**.**

U. Text Messaging While Driving by Subcontractors, Award Recipients, and Subrecipients

That the Provider will follow Florida law on text messaging while driving company owned or rented vehicles; while driving privately owned vehicles on official business; or when performing any work for or on behalf of the Network.

V. Gifts and Gratuities

The Provider will not offer or give any gift or any form of compensation to any Network employee. As part of the consideration for this Subcontract, the Parties intend that this provision will survive the Subcontract for a period of two years. In addition to any other remedies available to the Network, any violation of this provision will result in referral of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions**.**

W. Health Insurance Portability and Accountability Act

The Provider will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated thereunder (45 C.F.R. parts 160, 162, and 164)

II. The Network Agrees:

A. Subcontract Amount

To pay for Subcontracted services and expenses according to the conditions of Attachment I up to a maximum amount not to exceed $82,868.02 for Children's Advocacy (GR) Subcontracted Services and expenses up to a maximum amount not to exceed $11,538.46 for Child Protection Team (CPT) Subcontracted Services, and up to a maximum amount not to exceed $ 0.00 for Line Item Funding specific to Walton County , subject to availability of funds. The Network and State of Florida's performance and obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. The cost of services and expenses paid under any other contract or from any other source are not eligible for reimbursement under this Subcontract.

B. Payment

This is a Monthly COST Reimbursement Subcontract and will be reimbursed monthly once all monthly documents and backup documentation required under this Subcontract have been submitted in correct form and entirety.

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III. The Provider and The Network Mutually Agree

A. Effective and Ending Dates

This Subcontract will become effective on July 1, 2024, or the date upon which the contract between the Network and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and will continue through June 30, 2025.

Termination

1. Termination at Will: This Subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. Termination Because of Lack of Funds: In the event funds to finance this Subcontract become unavailable, the Network may terminate the Subcontract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Network shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.
3. Termination for Breach: This Subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the Provider. If applicable, the Network may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this Subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Subcontract. The provisions herein do not limit the Network's right to remedies at law or in equity.
4. Termination for Failure to Satisfactorily Perform Prior Subcontract: Failure to have performed any contractual obligations with the Network in a manner satisfactory to the Network will be a sufficient cause for termination. To be determined as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Network, been notified by the Network of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Network; or (2) had a contract terminated by the Network for cause.

B. Renegotiation or Modification

Modification of provision of this Subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and 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 Network's operating budget. The Provider may request a budget modification which must be approved by the Network prior to the expenditure of any Network grant funds arising from any adjustments between previously approved budget categories and line items. Budget modification is at the sole discretion of the Network. No Budget Modifications or amendments can be made after the end of the term, the termination of this Subcontract or when the Total Grant Amount has been paid by the Network to the Provider.

C. Official Payee and Representatives

1. The Name (Provider name as shown on page 1 of this Subcontract), phone number and mailing address of the official payee to whom the payment shall be made is:

Provider Name Highlands County, a political subdivision of the State of Florida
Mailing Address 600 South Commerce Avenue, Sebring, FL 33870
Phone Number 863-402-6500

2. The name of the contact person, phone number and street address where financial and administrative records are maintained is:

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Printed Name	Laurie Hurner, County Administrator, Highlands County Contact
Financial Address	600 South Commerce Avenue, Sebring, FL 33870
Phone Number	863-402-6500

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3. The name, address and telephone number of the Contract Manager for the Network for this Subcontract is:

Printed Name Gretchen Wild-Story
Mailing Address 501 E. Tennessee St, Suite B
Tallahassee, Fl 32308
Telephone # 850-671-4791

4. The name, phone number and address of the Provider's representative responsible for administration of the program under this Subcontract is:

Printed Name Laurie Hurner, County Administrator, Highlands County
Mailing Address 600 South Commerce Ave., Sebring, FL 33870
Phone Number 863-402-6500

5. Upon change of representatives (name, addresses, telephone number) by either party, notice shall be provided in writing **within 5 days** to the other party and said notification attached to originals of this Subcontract.
6. Pursuant to section 215.422(7) Florida Statutes (2017), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to function as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

D. All Terms and Conditions Included

This Subcontract and its attachments are referenced, I, II and III and any additional exhibits referenced herein, and any documents incorporated by reference contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or 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 the Subcontract is found to be illegal or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken. This Subcontract is executed and entered into in the State of Florida, and will be construed, performed, and enforced in all respects in accordance with Florida law without reference to conflict of laws principles. Jurisdiction and venue for any action on proceedings arising out of, relating to, or in connection with this Subcontract shall lie exclusively in the courts of the State of Florida, in Leon County, Florida.

I have read the above Subcontract and understand each section and paragraph.

In Witness Thereof, the parties hereto have caused these twenty-five (25) pages Subcontract to be executed by their undersigned officials as duly authorized.

Provider Name: Highlands County, a Political Subdivision of the State of Florida	Florida Network of Children's Advocacy Centers
Signature:	Signature:
Printed Name: Kevin Roberts	Printed Name: Luzed Cruz
Title of Signer: Chair, Board of County Commissioners	Title of Signer: FNCAC Executive Director
Date Signed:	Date Signed:

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A. Services to Be Provided

1. Definitions of Terms

a. **Contract Manager:** An individual designated by the Network to be responsible for the Management of this Subcontract.

b. OAG Funds: General Revenue funds issue from the Office of the Attorney General through the Florida Network of Children's Advocacy Centers**.**

c. Quarter: A three-month period of the State's fiscal year, which begins on July 1. The quarters for this Subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).

d. Track IT!: Electronic document management system for providers to utilize in the submission of reports and other documents to the Network. Track IT! URL is: https://trackit.fncac.org:9001/TrackItWeb/Selfservice

B. General Description:

1. General Statement: Funds provided under this Subcontract shall be used to support and provide community, investigative, legal, and social service programs necessary to deliver services to children who are victims of physical and/or sexual abuse, children who witness violent crime or domestic violence, children who are victims of neglect or who are endangered due to drugs or alcohol abuse, and their families or caregivers, for the duration of the term of this Subcontract.

2. **Major Program Goals:** The primary goal is to ensure that children are not further victimized by the intervention systems designed to protect them. Program objectives include the development and provision of:

a. A comprehensive multidisciplinary, developmentally, and culturally appropriate, evidence-based response to the needs of children and their families in a specific community.

b. A neutral, child-friendly facility where forensic interviews and coordinated case planning can be conducted.

c. Trauma-focused, evidence-supported medical and mental health treatment and a wide array of victim services.

d. Effective and coordinated case-management efforts based on open communication, information sharing, and collaborative decision making.

e. Comprehensive case tracking that monitors investigative, prosecutorial, child protection, medical, mental health, and victim advocacy services so that cases do not "fall through the cracks."

f. More effective prosecutions of child abuse cases.

g. Cross-disciplinary and cross-cultural training as well as discipline-specific continuing education that enhances professional practice.

3. **Clients to be Served**:

a. General Description: All alleged child victims of abuse, neglect, drug endangerment, and witness to violence, and their families or caregivers may be provided services**.**

b. Client Eligibility: Eligibility extends to any children, their families or caregivers that are the alleged victim of abuse or violence (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this Subcontract must be related to child abuse or neglect and/or child violence.

c. Client Determinations: In the event of any disputes regarding the eligibility of clients, the determination made by the Network is final and binding on all parties.

d. Subcontract Limits: All services shall be performed during the term of this Subcontract. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section C.1. a. herein.

4. **Staff Qualification**: Provider will ensure that sub-recipient staff, contractors and volunteers working at the local children's advocacy centers who are providing services funded under this Subcontract are screened

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and trained in accordance with §39.001(2) Florida Statutes and meet minimum acceptable qualification to perform their job functions. At a minimum, professional staff who deliver direct services must have the following qualifications:

- **a. Psychiatrist**: A medical practitioner licensed under Chapter 458 or Chapter 459 Florida Statutes, for at least three (3) years, inclusive of psychiatric residency**.**
- **b. Psychiatric Nurse Practitioner:** advanced registered nurse practitioner certified under §464.012 Florida Statutes, who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a psychiatrist.
- **c. Psychologist:** licensure pursuant to §490.005(1), §490.006, Florida Statutes, or the provision identified as §490.013(2) in CH. 81-235, §I, Laws of Florida.
- **d. Clinical Psychologist:** a psychologist as defined in §490.003(7) Florida Statutes, with at least three (3) years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure.
- **e. Mental Health Counselor (as defined by §490.003 Florida Statutes):** licensure or certification pursuant to §491.006, §491.0045-0046 Florida Statutes.
- **f. Clinical Social Worker:** licensure pursuant to §491.005, §491.006, §491.046-046 Florida Statutes.
- **g. Physician:** licensure pursuant to Chapters 458 and 459 Florida Statutes.
- **h. Physician's Assistant:** licensure pursuant to §458.347 and §459.022 Florida Statutes.
- **i. Primary Care Physician:** a general or family medical practitioner licensed under Chapter 458 or Chapter 459 Florida Statutes, who is the child's primary physician.
- **j. Advanced Practice Registered Nurse:** licensure pursuant to §464.012 Florida Statutes, and graduation from a program leading to a master's or doctoral degree in nursing clinical specialty area with preparation in specialized practitioner skills.
- **k. Master's Level Students/Interns:** Students or interns who have completed a master's degree in psychology, clinical psychology, mental health counseling, clinical social work or another associated degree who are actively working toward licensure or certification or who are enrolled in a doctoral degree program for any of the previously mentioned disciplines, may fulfill the roles identified in c, d, e, or f above.
- **l. Advocacy Paraprofessionals:** Persons with a bachelor's degree from an accredited college or university in social work or completion of a certification program offered by an accredited college or university, a governmental agency, a professional association, or an internal training program offered by an accredited children's advocacy center. Paraprofessionals may only provide advocacy services and are prohibited from providing mental health counseling or treatment services.

C. Program Areas and Services:

The Provider will ensure that, at a minimum, the following programs and services are being funded by this Subcontract. All providers of the below programs/services shall meet the training requirements established by the National Children's Alliance's Standards of Accreditation:

1. **Scope of Work:** The Provider shall ensure that all services are provided in Highlands County(ies) throughout the Subcontract period. All other activities shall support enhanced service delivery.
   - **a. Tasks**: The Provider will perform the following tasks throughout the term of the Subcontract unless otherwise specified:
     1) **Therapy Program Services**:
        a) The Provider shall provide, or by linkage agreement procure, Mental Health Services: Including intake, treatment plans, individual counseling, family counseling and group counseling.
           1. **Individual Therapy Services**: Specialized trauma-focused mental health services provided to the child victim, caregiver and siblings designed to meet the unique needs of the child and family.

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2. **Group Therapy Services**: Specialized trauma-focused mental health services provided in a group setting to the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
3. **Family Therapy Services**: Specialized trauma-focused mental health services provided in a group setting designed to meet the unique needs of the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
4. **Psychological Evaluation Services**: An examination by a licensed psychologist using a psychological testing, review of history, clinical interviews, behavioral symptoms, and observations for the purpose of determining the child's current psychological and neurological functioning to assist the evaluator in providing relevant and sound options in matters where the child's health and welfare may have been harmed.

2. **Case Management and Advocacy Services**:
   a. The Provider shall provide Case Management and Advocacy services as listed below:
      1) Crisis assessment and intervention, risk assessment, and safety planning and support for children and family members at all stages of involvement with the Provider, or Child Advocate Center.
      2) Assessment of individual needs, cultural consideration for child/family and help to ensure those needs are being addressed in concert with the MDT and other service providers.
      3) Presence at CAC during the forensic interview in order to participate in information sharing with other MDT members; inform and support family regarding the coordinated, multidisciplinary response; and assess needs of child and non-offending caregivers.
      4) Provision of education and assistance in ensuring access to victim's rights and crime victims' compensation.
      5) Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, civil legal services, etc.)
      6) Provisions of referrals for trauma-focused, evidence-supported mental health and specialized medical treatment by the Provider, if not provided by the Provider, at the Child Advocate Center.
      7) Facilitating access to transportation to interviews, court, treatment, and other case-related meetings.
      8) Engagement with the child and family to help them understand the investigation/prosecution process and help ensure understanding of crime victim's rights.
      9) Participation in case review to communicate and discuss the unique needs of the child and family and associated services planning; and help ensure the coordination of identified services, and that the child and family's concerns are heard and addressed.
      10) Provision of case status updates to the family, including investigation, court date, continuances, dispositions, sentencing and inmate status notification (including offender release from custody).
      11) Provision of court education and support, including court orientation and accompaniment.
      12) Coordinated case management meetings with all individuals providing victim advocacy services.
3. **Forensic Interview Services**:
   a. The Provider shall provide, or by linkage agreement procure, trained forensic interviewers.
      1) **Forensic Interviews**: a developmental and age-appropriate interview conducted by staff with a child advocacy center to collect factual information to determine if the child was the victim of a crime or witnessed a crime against another person.
      2) **Specialized Interview**: an interview conducted for the purpose of gathering clinical data, family functioning, and family history.
4. **Medical Program Services**: The Provider shall provide Medical Assessments subject to the provision of 960.28(1) Florida Statutes, an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner.

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5. **Case Review (Program Delivery)**:
   a. The Provider shall convene/facilitate at least one (1) monthly gatherings of the multidisciplinary team for the purpose of reviewing cases and collaboration amongst partners. The formal process in which multidisciplinary discussion and information sharing regarding the investigation, case status and services needed by the child and family is to occur on a routine basis. All core disciplines of the MDT shall participate in monthly case reviews.
6. **Staffing Requirements**:
   a. **Staffing Levels**. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for Subcontract compliance and who will be the primary point of contact for the Network on progress and work products.
      1) The Provider shall submit the job description, resume, Level II Background Check, and any other credentials for all staff funded under this Subcontract.
      2) The Provider shall require all staff funded under this Subcontract to maintain timesheets to account for their time.
      3) The Provider shall notify the Network Contract Manager within five (5) working days of hiring and/or terminating staff funded under this Subcontract. For new hires, notification shall include a resume, Level II Background Check, and job description.
      4) If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change.
      5) The Provider shall notify the Network one week prior to a change of address and submit a revised Provider Contact Information Form within five (5) working days of the change.
      6) The Provider shall ensure that all staff and subcontractors of this Subcontract routinely complete the necessary continued education required by the National Children's Alliance's Standards of Accreditation.
   b. **Professional Qualification**s: The Provider will be responsible for the staff affiliated with this Subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully perform their duties.
   c. **Subcontractors**: The Provider may, only with prior written approval of the Network, enter into written subcontracts for performance under the Subcontract. No subcontract agreement that the Provider enters into with respect to performance under the Subcontract shall in any way relieve the Provider of any responsibility for performance of its Subcontract responsibilities with the Network.
7. **Service Location and Equipment**:
   a. **Service Delivery Location**: The Provider shall provide services from its established Florida based CAC/CPT office, at the CPT-MOU office, in a Mobile Unit or at an off-site subcontractors' Office approved by the Network.
      1) Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable accommodation and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodation/modifications are: 1. Designated parking, 2. Ramp access to building, 3. Alternative formats available for documents, 4. Accessible restroom facilities, 5. Doors and doorways are accessible and 6. A sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this Subcontract.
      2) All service delivery locations' physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.
   b. Service Times: The Providers primary service location shall be staffed at a minimum from 9:00 am to 5:00 pm, Monday through Friday, excluding state-sanctioned holidays. Satellite or alternate service location's hours of operation must be provided to the Network and the Provider's multidisciplinary team

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partners. Any change in operating hours or inability to provide services shall be reported in a timely manner to the Network.

c. Computer Networks: None of the funds made available pursuant to this Subcontract may be used to maintain or establish a computer network unless such a network blocks the viewing, downloading, and exchanging or pornography.

8. Deliverables:

a. Deliverables: See Section C.1.a.

b. Reports: The mere receipt of reports by the Network shall not be construed to mean or imply approval. The Network reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Network, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Network may terminate the Subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Network until required reports have been submitted. The Provider shall timely submit the following reports to the Network:

1) **Invoice and Monthly Expenditure Report (MER)**: The Provider shall submit a completed Invoice and MER form, incorporated herein by reference, to the Network Contract Manger to verify that funds are: 1. Spent on allowable costs, and 2. Used to enhance the provisions of services and increase the number of victims served. The report shall be due by the 25th day of the month following the month in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Network, shall identify expenditures made with Subcontract funds only.

2) **Monthly Program Service Date Reports**: The Provider shall complete the monthly Program Service Data Report form, incorporated herein by reference, by the 25th of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this Subcontract.

3) **General Revenue Personnel Spreadsheet** : This form is used to seek reimbursement of allowable personnel expenses as outlined in the approved Network Budget. This form must be included in the invoice and must be submitted by the 25th day of the following month in which the expenses were expended. (This form is not required if the approved budget does not contain personnel expenses).

4) **Actual Expense Report**: This form is used to seek reimbursement of allowable contractual, operating and training expenses as outlined in the approved Network Budget. This form must be included with the Invoice and must be submitted by the 25th day of the month following the month in which the expenses were expended. (This form is not required if the approved budget does not contain any contractual, operating and training expenses).

5) **Project Specific Timesheet**: Project Specific Timesheets notating the pay period must be used to report time spent on the OAG Funds. Only salary for time spent on activities related to the OAG Funds is reimbursable. A Project Specific Timesheet must be used by all organizations requesting reimbursement of personnel expenses. The Timesheets must be completed for all staff including Executive Directors who are reimbursed by the OAG Funds. Project Specific Timesheets must be submitted monthly when claiming reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive Directors must sign and date their timesheets and have their timesheets authorized by a member of the Board of Directors or their Supervisor, when claiming reimbursement of personnel expenses. Executive Directors may authorize the timesheets of their staff providing staff is not related to the Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheets as necessary to report the appropriate time spent on the OAG Funds.

6) **Daily Vehicle Use Log:** This form is used to report mileage for activities related to the OAG Funds within the organization's local service area. This form **is not** for use when traveling outside the organization's service area. The signature of staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize the daily Vehicle Use Log of

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their staff providing staff is not related to the Executive Director. Executive Directors sign and date their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming reimbursement of mileage expenses.

7) **Property Inventory:** All property purchased pursuant to Chapter 273 Florida Statutes and Florida Administrative Code Chapter 691-72, using grant funds, requires a Property Inventory Report be completed and submitted to the Network at the time reimbursement is requested. Payment will not be authorized until such time as the required Property Inventory Report has been submitted. The Provider will be responsible for the proper care, custody and distribution of all property acquired, and agrees not to see, transfer, encumber, or otherwise dispose of property acquired without the written permission of the Network.
8) **Authorization to Incur Travel Expense:** Pursuant to Florida Administrative Code Rule 691-42.003, form DRF-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the organization's Board of Directors. It must be completed prior to travel taking place and must evidence the estimated cost of travel as allowed under Section 112.061 Florida Statutes. This form must be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.
9) **Travel Voucher:** Pursuant to Florida Administrative Code Rule 691-42.003, form DFLORIDA STATUTE-AA-15 will be used when requesting reimbursement for travel expenses associated with the OAG Funds. The form will be completed by all travelers requesting reimbursement from the OAG Funds and will be prepared in strict compliance with Section 112.061 Florida Statutes. The form will be signed by the traveler and the official authorizing the travel, a supervisor, or an authorized member of the Board of Directors. Social Security numbers should not be placed on the form when submitting for reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the OAG Funds and in the program's approved budget are reimbursable. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFLORIDA STATUTE-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly invoice is Submitted.
10) **Monthly Deliverables Report:** This form is used to provide information on the minimum performance measures required for all OAG Funds grant funds and to justify reimbursement. This form must be submitted when the invoice is submitted, and the provider must submit the required supporting documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the provider fails to meet the minimum performance measures or provide the required supporting documentation, financial consequences will be applied pursuant to Section 215.971(1) (c) Florida Statutes.
11) **Other Reports:** The Provider shall furnish such other reports and information that the Network may require within the time requested.

c. Records and Documentation:

1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Network harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statutes.
2) The Provider shall maintain all records required to be maintained pursuant to the Subcontract in such a manner as to be accessible by the Network upon demand. Where permitted, under applicable law, access by the public shall be permitted without delay.

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9. Performance Specifications

1) Monitoring and Evaluation Methodology

a) By execution of this Subcontract, the Provider hereby acknowledges and agrees that its performance under the Subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Network, as its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Network affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time limit, the Network will terminate the Subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Network.

b) The Provider shall comply with the requirements of the Network's Standard Subcontract, section I.E., with reference to monitoring by the Network. The Provider agrees to fully cooperate with the Network in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site and/or virtual monitoring visits and/or desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this Subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this Subcontract.

10. Provider Responsibilities:

a. Provider Unique Activities: The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section C.1.a. 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 agrees to be fully accountable for the performance thereof.

b. Contact Information: The Provider shall submit a Provider Contact Information Form to the Network Contract Manager with signature pages for execution of this Subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Network Contract Manager **within five (5) working days of occurrence**. Staff contacts identified by the Provider on the Provider Information Form shall be accessible via e-mail throughout the Subcontract period and respond timely to Network Contract Manager communications. All emails, voicemail messages, Track IT! work orders and other communications shall reference the Subcontract number(s) applicable to the correspondence. **The provider will need to reference Subcontract Numbers and Provider Name in the subject line of all e-mails**.

c. Budget: Using the Budget Form provided by the Network, the Provider shall prepare a line-item budget to identify anticipated OAG Funds expenditures. The budget shall be submitted to the Contract Manager for approval by July 3, 2024.

1) Task Limits: All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set our herein or in any amendment hereto.
2) The Provider shall remain operational and provide reports for the entire Subcontract period, even if the deliverables have been met before the Subcontract ending date.

d. The Provider shall comply with all Provider's policies and procedures, including but not limited to:

- Financial Management
- Personnel
- Board of Director' roles and responsibilities
- Operations
- Conflict of Interest
- Document Retention

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e. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this Subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference, and maintained by the Provider. Local mileage must be maintained either on a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to funding activities, and date of travel along with the name of the person to be reimbursed.

11. **Network Responsibilities**:
    a. **Network Obligations:** The Network will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors the highest quality of services.
    b. **Network determinations:** The Network has final authority in monitoring, reporting and payment disputes.

D. **Submission Schedule**:
1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day previous to the due date. The due date is the date that the Network must receive the report.
2. All reports, invoices, or other items identified herein shall be submitted electronically to the Network Contract Manager via Track IT! document management system, unless otherwise approved by the Contract Manager. When submitting documents through Track IT! the Provider will provide the Subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says, "This Work Order is for Submitting Required Documentation." Track IT! URL is https://trackit.fncac.org9001/TrackItWeb/SelfService

E. Method of Payment
1. Payment Clause
    a. The Network shall pay the Provider for the delivery of the service provided in accordance with the terms of this Subcontract, subject to the availability of funds.
    b. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (see Attachment III) to the Network Contract Manager in accordance with the following schedule. The invoice shall be due each month on the 25th day of the month following the month of service expenses.
    c. Any payment due under the terms of this Subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Network and necessary adjustments have been made and approved by the Network. It is agreed that the Network's determination of acceptable service shall be conclusive. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% off that month's invoice, whichever is greater.
    d. The Provider agrees to refund to the Network any payments made by the Network which are subsequently disallowed pursuant to the terms of the Subcontract. Such refunds shall be due within forty (40) days following the end of the Subcontract or from the time the overpayment is discovered.
    e. Late submission of any invoices, reports, necessary budget revisions, or other documentation may result in the Provider's invoice being held for payment until all required documentation has been received. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.
    f. Financial Consequences. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.
        1) Execution of future Subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables, required documents and requested information (to include monitoring report correct actions).

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F. **Special Provisions.**

1. Cost Proposals. All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Network. No costs may be incurred without prior approval of budget line items by the Network Contract Manger. Possible changes should be sent to the FNCAC Contract Manger in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation. Cost proposal date restrictions apply as follows:

a. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the Subcontract period.

b. Cost Proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Network Contract Manager.

1) Prior approval shall be obtained from the Network Contract Manager for any travel and/or training not specifically identified and approved in the current proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval.

2. Publication Requirement: The Provider agrees to acknowledge the Office of Attorney General, and the Network, in all publications and advertisements that are funded wholly or in part with this Subcontract. The Provider shall submit for review one copy of all proposed publications resulting from this Subcontract prior to printing. The Provider shall submit for review one copy of all proposed media or program advertisements at least twenty (20) days prior to public release. Any publications, media advertisements shall contain the following statement:

"This project was paid by OAG, GR-2024-Florida Network of Children's Advoca-00008 and Florida Network of Children's Advocacy Centers."

3. Although an audit may not be required in accordance with Attachment II, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Network Contract Manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.

4. Anything that is produced or developed in connection with this Subcontract shall be exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider nor any other individual employed under this Subcontract shall have any proprietary interest in any product(s) developed or produced under this Subcontract.

5. If the Provider's membership is revoked by the National Children's Alliance and all appeals (in accordance with the National Children's Alliance's (NCA) Certification Appeals Process) have been denied, this Subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.

6. This Subcontract may be terminated within sixty (60) days of the Network being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.

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ATTACHMENT II

FINCANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Network to the Provider may be subject to audits and/or monitoring by the Network, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97 Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Network staff, limited scope audits, and/or other procedures. By entering into this Subcontract, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Network. In the event the Network determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Network to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Network, the Department of Health, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government, or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the Provider expends $750,000 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this Subcontract indicates Federal resources awarded through the Network by this Subcontract. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Network. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.
3. If the Provider expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider 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 Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from sources other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Subcontracts with the Network shall be based on the Subcontract's requirements, including any rules, regulations, or statutes referenced in the Subcontract. The financial statements shall disclose whether or not the matching requirement was met for each applicable Subcontract. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network Subcontract involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each Subcontract with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97 Florida Statutes; applicable

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rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this Subcontract indicates state financial assistance awarded through the Network by this Subcontract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Network, the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of Section 215.97 Florida Statutes, is not required. In the event that the provider expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97 Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Subcontracts with the Network shall be based on the Subcontract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable Subcontract. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network Subcontract involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by Subcontract number for each Subcontract with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Network retains all rights and obligation to monitor and oversee the performance of this Subcontract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

A. The Network as follows:

- Submit to the Network's Contract Manager via Track IT
- Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to:
- Florida Network of Children's Advocacy Centers
  501 E. Tennessee Street Suite B
  Tallahassee, Florida 32308

B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

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

C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

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2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this Subcontract shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

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

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Network pursuant to this Subcontract shall be submitted timely in accordance with OMB Circular A-133 Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Network for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

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EXHIBIT 1

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS SUBCONTRACT ARE AS FOLLOWS**:**

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS SUBCONTRACT CONSIST OF THE FOLLOWING:

Federal Program 1_____CFDA# _____Title_____$_____

Federal Program 2 _____CFDA#_____Title_____$_____

TOTAL FEDERAL AWARDS $ _

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS SUBCONTRACT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) N/A_____CFDA# _____Title_____$_____

State financial assistance subject to Sec. 215.97 Florida Statutes: CSFA#41.031 Title: The Florida Network of Children's Advocacy Centers

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97 Florida Statutes:
$94,406.48

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

FL Dept. of Financial Services, Reference Guide for State Expenditures

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EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97 Florida Statutes. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97 Florida Statutes Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

_____Vendor not subject to OMB Circular A-133 and/or Section 215.97 Florida Statutes

__X__Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97 Florida Statutes

____Exempt organization not subject to OMB Circular A-133 and/or Section 215.97 Florida Statutes for Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Network to subcontract, they must comply with Section 215.97(7) Florida Statutes, and Rule 69I-.006(2), FAC [state financial assistance] and Section ___.400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS, AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements**
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements are set forth in program laws, rules, and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements are set forth in program laws, rules, and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements are set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

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STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules, and regulations:

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements are set forth in program laws, rules, and regulations.

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ATTACHMENT III

FNCAC Invoice

FNCAC GR/CPT/BTG/Line Item Invoice 2024/2025

Type of Invoice:

Provider:	**Subcontract Number:**
Address:	**Telephone:**
Service Period (Use dropdown to choose month): Reporting Month	**FNCAC GR/FNCAC CPT/Line Item/BTG Monthly Rate** July 2024 -June 2025

Summary of Payments

	FNCAC CPT	GR	Line Item	Bridge the Gap
SFY 2024/2025 Allocation:				
Total Funds Requested This Month:				
Actual Expenditures to Date:				
Balance:				

(Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. Monthly invoice AED amount should equal total indicated on the Monthly Expenditure Report per funding source)

(NOTE: ALL FUNDS MUST BE EXPENDED BY JUNE 30th)

Total County Funding Amount: $_____ Has not changed for FY 24/25

I Certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract and no expenses requested have been paid by another funding source. All services provided were Augmented and not Duplicated Services.

Signature of Provider Agency Official _____ Date _____

Title _____ Phone # _____

COST

(FOR FNCAC USE ONLY)

Combined Monthly Total: $0.00

Penalties

Description:

$_____

$_____

$_____

$_____

Total Penalties: $0.00

Payment Approval

Total Approved For Payment By the Network: $0.00

Signature _____ Date _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request for approval to accept a grant from the Florida Network of Children's Advocacy Center (FNCAC) for VOCA-Bridge the GAP funding for cost reimbursement of CAC and CPT direct services to child victims and their non-offending caregivers.**

STATEMENT OF ISSUE

Grant funds are awarded to Advocacy Centers statewide by the Florida Network of Children's Advocacy Centers (FNCAC). The amount for fiscal year 23-24 is determined by both the number of children served at the Children's Advocacy Center in Highlands County and the loss of Victims of Crime Act (VOCA) funding over the past three fiscal years. The funds are disbursed by the FNCAC to be used for Children's Advocacy Centers for direct services provided to child victims and their non-offending caregivers. The Children's Advocacy Center of Highlands County has received notification that they will receive $4,266.55 as their allotment from the VOCA-Bridge The Gap and action is needed to receive the revenue into the Children's Advocacy Center's budget for fiscal year 23-24. Funds will be used for direct services to victims of child abuse and their non-offending family members in Highlands County. Funds must be spent prior to June 30, 2025.

RECOMMENDED ACTION

Move to accept a grant from the Florida Network of Children's Advocacy Centers for VOCA-Bridge the GAP funding for cost reimbursement of CAC and CPT direct services to child victims and their non-offending caregivers.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) Cost Center 3995 (Children's Advocacy Center) for FY23-24 in the amount of $4,266.55

Attachments: FNCAC Bridge The Gap Contract FY24-25 8.14.24.pdf

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Florida Network of Children's Advocacy Centers

Standard Subcontract

This contract is entered into between the Florida Network of Children's Advocacy Centers, hereinafter referred to as the Network, and Highlands County, a Political Subdivision of the State of Florida, hereinafter referred to as the Provider. The number assigned to this Subcontract is 24/25-BTG-CAC23.

The Parties Agree:

I. The Provider Agrees:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the Contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this Subcontract as specified in Section III, Paragraph A, of this Subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, Florida Statutes. The Network may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, Florida Statutes. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the Provider in conjunction with this Subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the following Governing Law

1. State of Florida Law

This Subcontract is executed and 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 of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Subcontract.

2. Federal Law

a. If this Subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.

b. If this Subcontract contains federal funds and is over $100,000, 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. 1857(h) et seq), **§**508 of the Clean Water Act, as amended (33 U.S.C. 1368 er seq.), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Network.

c. If this Subcontract contains federal funding in excess of $100,000, the Provider must, prior to Subcontract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.

d. Not to employ unauthorized aliens. The Network shall consider employment of unauthorized aliens a violation of §274A€ of the Immigration and Naturalization Act, 8 C.F.R. Section 274A(a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this Subcontract by the Network. The Provider agrees to utilize the U. S. Department of Homeland Security's E-Verify system, https//e-verify.gov/employers, to verify the employment eligibility of all new employees hired during the Subcontract term by the Provider. The Provider shall also include a requirement in Subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as supplemented by regulations at 41C FR, Part 60. The Provider will comply with all federal, state, local laws, and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

f. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

g. If the Provider is determined to be a sub-recipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (DUNS) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e., a printed copy of the completed SAM registration) to the Contract Manager. To obtain registration and instructions, visit https://www.sam.gov.

D. Audit, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and accurately reflect all revenues and expenditures of funds provided by the Network under this Subcontract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract for a period of seven (7) years after the termination of the Subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Subcontract.
3. Upon completion or termination of the Subcontract and at the request of the Network, the Provider will cooperate with the Network to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the Network.
5. Persons duly authorized by the Network and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Provider's subcontracts and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Network as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. To include these afore mentioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this Subcontract indicates that the Provider is a recipient or sub-recipient, the Provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
   a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this Subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this Subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, cancelled checks, payroll detail, bank statements, etc.) under this Subcontract which evidences that are expenditures are:
      1. Allowable under the Subcontract and applicable laws, rules, and regulations.
      2. Reasonable; and
      3. Necessary in order for the recipient or subrecipient to fulfill its obligations under this Subcontract.

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The aforementioned documentation is subject to review by the Network and/or the State Chief Financial Officer and the Provider will timely comply with any requests for documentation.

E. Monitoring by the Network.

1. To permit the persons duly authorized by the Network to inspect any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this Subcontract, and interview any clients and employees of the Provider to assure the Network of satisfactory performance of the terms and conditions of this Subcontract. Following such an evaluation, the Network will deliver to the Provider a written report of its findings and will include written recommendations regarding the Provider's performance of the terms and conditions of this Subcontract. The Provider will correct all noted deficiencies identified by the Network within the specified period of time set for in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Network, result in any one or any combination of the following:
    - The Provider being deemed in breach or default of this Subcontract.
    - The withholding of payments to the Provider by the Network; and
    - The termination of this Subcontract for cause.
2. The Provider may not accept duplicate funding for any cost, position, service, or deliverable funded by the Network. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service, or deliverable. If there are multiple funding sources and the program is funded by the Network, the Network or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Subcontract may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Subcontract while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the Network, the Provider will reimburse to the Network one half of the monies previously paid to the Provider for that line item for the grant year in question.
3. The Provider will return to the Network any overpayments made to the Provider stemming from the identification of uncommitted funds or disallowed items pursuant to the terms and conditions of this Subcontract. If the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the Network such overpayment without prior notification from the Network. If the Network discovers that an overpayment has been made, the Contract Manager, on behalf of the Network, will notify the Provider and the Provider will forthwith return the funds to the Network. Should the Provider fail to immediately reimburse the Network for any overpayment, the Provider will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to section 55.03 Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of the overpayment of funds.

F. Indemnification

Note: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, Florida Statutes.

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Network and all of its officers, agents, and employees from all claims, suites, judgements, or damages, consequential or otherwise and including attorney's fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this Subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify withing seven (7) days after such notice by the Network is given by certified mail. Only adjudication after highest appeal is exhausted specifically finding the Provider not liable shall excuse

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performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Network. The Network's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Subcontract and any renewal(s) and extension(s) of it. Upon execution of this Subcontract, unless it is a state agency or subdivision as defined by §768.28 Florida Statutes, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Subcontract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Subcontract. Upon the execution of this Subcontract, the Provider shall furnish the Network written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Network reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this Subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law**.**

I. Assignments and Subcontracts

1. To neither assign the responsibility of this Subcontract to another party nor subcontract for any of the work contemplated under this Subcontract without prior written approval of the Network, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Network permits the Provider to subcontract all or part of the work contemplated under this Subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that the Network shall not be liable to the subcontractor for any expenses or liabilities incurred under the Subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
3. The State of Florida shall always be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this Subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments form the Network in accordance with §287.0585 Florida Statutes. Failure to pay withing seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such a penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Network any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Subcontract that were disbursed to the Provider by the Network. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Network. In the event that the Network first discovers an overpayment has been made, the Network will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Network will charge interest at the rate in effect on the date of overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55

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Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Providers initial receipt of funds up to the date of reimbursement of said overpayment funds to the Network.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting. In compliance with Chapter 415 Florida Statutes, an employee of the Provider who knows or has reasonable cause to suspect that a child, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

Critical Incident Reporting for serious violations of law or regulations, significant changes in operation and external impact of anything which could possibly generate print, television and/or radio coverage will be reported to the Network's Executive Director, Luzed Cruz (850) 671-4791 or at lcruz@fncac.org. The Provider will provide updates to the Network, as needed, regarding ongoing developments related to the incident.

L. Purchasing

Procurement of Materials with Recycled Content. It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this Subcontract shall be procured in accordance with the provision of §403.7065, and §287.045 Florida Statutes. Expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that state or local governmental agency. If the Provider is a non-profit organization, the Provider will obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. If the Provider intends to purchase commodities or contractual services from such a sole source supplier, then the provider must first notify the Network of the intended sole source purchase. Providing the following information, at a minimum:

- Providers Name.
- Title and brief description of the commodity or contractual service desired to be purchased.
- Contact information for Provider's procurement manager.
- Performance and/or design requirements.
- Intended single source.
- Price.
- Justification for single source purchase (i.e., what is necessary and unique about the commodity, contractual service, or source; steps taken to confirm unavailability of competition, as appropriate).

The Network will review the information provided and either approve or disapprove the intention to use the sole source supplier by responding in writing to the Provider within a reasonable time frame.

M. Independent Capacity of the Subcontractor

1. In the performance of this Subcontract, it is agreed between the parties that the Provider is an independent contractor, and that the Provider is solely liable for the performance of all tasks contemplated by this Subcontract, which are not the exclusive responsibility of the Network.
2. Except where the Provider is a state agency, the Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this Subcontract, shall act in the capacity of an independent contractor and not as an office, employee, or agent of the Network or the State of Florida. Nor shall the Provider represent to others that it has the authority to bind the Network unless specifically authorized to do so.
3. Except where the Provider is a state agency, neither the Provider, its officers, agents, employees, subcontractors nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Subcontract.
4. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the Network or the State of Florida.

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5. Unless justified by the Provider and agreed to by the Network in Attachment I, the Network 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.
6. 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 shall be the responsibility of the Provider.

N. **Use of Funds for Lobbying Prohibited**

To comply with the provisions of§216.347 Florida Statutes, which prohibit the expenditure of Subcontracted funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. Public Entity Crime and Discriminatory Vendor

By executing this Subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers, or employees are currently on the convicted vendor list maintained pursuant to §287.133 Florida Statutes, the discriminatory vendor list maintained pursuant to §287.134 Florida Statutes, or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Network if it or any of its affiliates, subsidiaries, directors, officers, or employees are placed on the convicted vendor list maintained pursuant to §287.133 Florida Statutes, the discriminatory vendor list maintained pursuant to §287.134 Florida Statutes, or any similar list maintained by any other state or federal government.

P. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or service performance under this Subcontract, or in any way connected herewith, the Provider shall refer the discovery or invention to the Network to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Subcontract are hereby reserved to the State of Florida.
2. The Provider, to the extent permitted by Florida law, shall indemnify and save harmless the Network and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such a claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright to patent infringement. Further, if such a claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statutes.

Q. Construction or Renovation of Facilities Using State Funds

No funds provided under this Subcontract may be used for the purchase of improvements to real property.

R. Informational Security

The Provider shall maintain confidentiality of all data, files and records including client records related to the services provided pursuant to this Subcontract and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057 Florida Statutes. The Provider must implement procedures to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

S. Criminal History Record Checks

1. That Network required criminal history records check on any Provider's staff, employees or subcontractor staff that has access to children's confidential information resources or facilities operated in whole or in part with funding from this Subcontract unless formally waived in writing by the Network. The cost of performing the criminal history records checks is an allowable expense under this Subcontract.

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2. The criminal history records check must be completed in accordance with §394.4572, 408.809, and 435.12 Florida Statutes. A letter certifying that no disqualifying crimes were identified must be submitted to the Network Contract Manager within 30 days. If the Provider adds additional employees during the term of this Subcontract, the names of those staff, employees, or subcontractor staff must be provided to the Network Contract Manager within 7 days of beginning work. The Provider shall resubmit updated criminal history records checks certification letters every five (5) years from the prior criminal history records check if the Subcontract is in force.
3. If any disqualifying crimes are present on the record, the Provider agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participants, and the participant's family members.
4. During the term of the Subcontract, the Provider shall report in writing to the Network Contract Manager, the arrest, charge, or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any Provider's staff, employee, or subcontractor assigned to this Subcontract within one (1) business day of Provider's knowledge. The notice shall include the Provider's name, the staff member's name, and the location and nature of the alleged violation. The Network reserves the right to require the Provider to immediately suspend or terminate the staff members work under this Subcontract, access to any children and their families' receiving services funded by this Subcontract and state or federal confidential information obtained or maintained under this Subcontract. The Provider shall notify the Network within ten (10) calendar days of case disposition.

T. Confidentiality Breach Reporting and Notification Responsibility

That the Provider is subject to the provisions of 501.171 Florida Statutes, that requires the reporting and remedies for breach of security related to third-party confidentiality information, as well as fines of up to $500,000 for failure to report timely**.**

U. Text Messaging While Driving by Subcontractors, Award Recipients, and Subrecipients

That the Provider will follow Florida law on text messaging while driving company owned or rented vehicles; while driving privately owned vehicles on official business; or when performing any work for or on behalf of the Network.

V. Gifts and Gratuities

The Provider will not offer or give any gift or any form of compensation to any Network employee. As part of the consideration for this Subcontract, the Parties intend that this provision will survive the Subcontract for a period of two years. In addition to any other remedies available to the Network, any violation of this provision will result in referral of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions**.**

W. Health Insurance Portability and Accountability Act

The Provider will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated thereunder (45 C.F.R. parts 160, 162, and 164)

II. The Network Agrees:

A. Subcontract Amount

To pay for Subcontracted services and expenses according to the conditions of Attachment I up to a maximum amount not to exceed $4,266.55 for VOCA-Bridge the Gap funding, subject to availability of funds. The Network and State of Florida's performance and obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. The cost of services and expenses paid under any other contract or from any other source are not eligible for reimbursement under this Subcontract.

B. Payment

This is a Monthly COST Reimbursement Subcontract and will be reimbursed monthly once all monthly documents and backup documentation required under this Subcontract have been submitted in correct form and entirety.

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III. The Provider and The Network Mutually Agree

A. Effective and Ending Dates

This Subcontract will become effective on July 1, 2024, or the date upon which the contract between the Network and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and will continue through June 30, 2025.

Termination

1. Termination at Will: This Subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. Termination Because of Lack of Funds: In the event funds to finance this Subcontract become unavailable, the Network may terminate the Subcontract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Network shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.
3. Termination for Breach: This Subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the Provider. If applicable, the Network may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this Subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Subcontract. The provisions herein do not limit the Network's right to remedies at law or in equity.
4. Termination for Failure to Satisfactorily Perform Prior Subcontract: Failure to have performed any contractual obligations with the Network in a manner satisfactory to the Network will be a sufficient cause for termination. To be determined as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Network, been notified by the Network of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Network; or (2) had a contract terminated by the Network for cause.

B. Renegotiation or Modification

Modification of provision of this Subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and 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 Network's operating budget. The Provider may request a budget modification which must be approved by the Network prior to the expenditure of any Network grant funds arising from any adjustments between previously approved budget categories and line items. Budget modification is at the sole discretion of the Network. No Budget Modifications or amendments can be made after the end of the term, the termination of this Subcontract or when the Total Grant Amount has been paid by the Network to the Provider.

C. Official Payee and Representatives

1. The Name (Provider name as shown on page 1 of this Subcontract), phone number and mailing address of the official payee to whom the payment shall be made is:

Provider Name Highlands County, a political subdivision of the State of Florida
Mailing Address 600 South Commerce Avenue, Sebring, Florida 33870
Phone Number 863-402-6500

2. The name of the contact person, phone number and street address where financial and administrative records are maintained is:

Printed Name Laurie Hurner, County Administrator, Highlands County, Florida
Financial Address 600 South Commerce Avenue, Sebring, Florida 33870
Phone Number 863-402-6500

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3. The name, address and telephone number of the Contract Manager for the Network for this Subcontract is:

Printed Name Gretchen Wild-Story
Mailing Address 501 E. Tennessee St, Suite B
Tallahassee, Fl 32308
Telephone # 850-671-4791

4. The name, phone number and address of the Provider's representative responsible for administration of the program under this Subcontract is:

Printed Name Laurie Hurner, County Administrator, Highlands County, Florida
Mailing Address 600 South Commerce Avenue, Sebring, Florida 33870
Phone Number 863-402-6500

5. Upon change of representatives (name, addresses, telephone number) by either party, notice shall be provided in writing **within 5 days** to the other party and said notification attached to originals of this Subcontract.
6. Pursuant to section 215.422(7) Florida Statutes (2017), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to function as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

D. All Terms and Conditions Included

This Subcontract and its attachments are referenced, I, II and III and any additional exhibits referenced herein, and any documents incorporated by reference contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or 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 the Subcontract is found to be illegal or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken. This Subcontract is executed and entered into in the State of Florida, and will be construed, performed, and enforced in all respects in accordance with Florida law without reference to conflict of laws principles. Jurisdiction and venue for any action on proceedings arising out of, relating to, or in connection with this Subcontract shall lie exclusively in the courts of the State of Florida, in Leon County, Florida.

I have read the above Subcontract and understand each section and paragraph.

In Witness Thereof, the parties hereto have caused these twenty-five (25) pages Subcontract to be executed by their undersigned officials as duly authorized.

Provider Name: Highlands County, a Political Subdivision of the State of Florida	Florida Network of Children's Advocacy Centers
Signature:	Signature:
Printed Name: Kevin Roberts	Name: Luzed Cruz
Title of Signer: Chair, Board of County Commissioners	Title of Signer: FNCAC Executive Director
Date Signed:	Date Signed:

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Attachment I

A. Services to Be Provided

1. Definitions of Terms

a. **Contract Manager:** An individual designated by the Network to be responsible for the Management of this Subcontract.

b. OAG Funds: General Revenue funds issue from the Office of the Attorney General through the Florida Network of Children's Advocacy Centers**.**

c. Quarter: A three-month period of the State's fiscal year, which begins on July 1. The quarters for this Subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).

d. Track IT!: Electronic document management system for providers to utilize in the submission of reports and other documents to the Network. Track IT! URL is: https://trackit.fncac.org:9001/TrackItWeb/Selfservice

B. General Description:

1. General Statement: Funds provided under this Subcontract shall be used to support and provide community, investigative, legal, and social service programs necessary to deliver services to children who are victims of physical and/or sexual abuse, children who witness violent crime or domestic violence, children who are victims of neglect or who are endangered due to drugs or alcohol abuse, and their families or caregivers, for the duration of the term of this Subcontract.

2. **Major Program Goals:** The primary goal is to ensure that children are not further victimized by the intervention systems designed to protect them. Program objectives include the development and provision of:

a. A comprehensive multidisciplinary, developmentally, and culturally appropriate, evidence-based response to the needs of children and their families in a specific community.

b. A neutral, child-friendly facility where forensic interviews and coordinated case planning can be conducted.

c. Trauma-focused, evidence-supported medical and mental health treatment and a wide array of victim services.

d. Effective and coordinated case-management efforts based on open communication, information sharing, and collaborative decision making.

e. Comprehensive case tracking that monitors investigative, prosecutorial, child protection, medical, mental health, and victim advocacy services so that cases do not "fall through the cracks."

f. More effective prosecutions of child abuse cases.

g. Cross-disciplinary and cross-cultural training as well as discipline-specific continuing education that enhances professional practice.

3. **Clients to be Served**:

a. General Description: All alleged child victims of abuse, neglect, drug endangerment, and witness to violence, and their families or caregivers may be provided services**.**

b. Client Eligibility: Eligibility extends to any children, their families or caregivers that are the alleged victim of abuse or violence (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this Subcontract must be related to child abuse or neglect and/or child violence.

c. Client Determinations: In the event of any disputes regarding the eligibility of clients, the determination made by the Network is final and binding on all parties.

d. Subcontract Limits: All services shall be performed during the term of this Subcontract. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section C.1. a. herein.

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4. **Staff Qualification**: Provider will ensure that sub-recipient staff, contractors and volunteers working at the local children's advocacy centers who are providing services funded under this Subcontract are screened and trained in accordance with §39.001(2) Florida Statutes and meet minimum acceptable qualification to perform their job functions. At a minimum, professional staff who deliver direct services must have the following qualifications:
   - **a. Psychiatrist**: A medical practitioner licensed under Chapter 458 or Chapter 459 Florida Statutes, for at least three (3) years, inclusive of psychiatric residency**.**
   - **b. Psychiatric Nurse Practitioner:** advanced registered nurse practitioner certified under §464.012 Florida Statutes, who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a psychiatrist.
   - **c. Psychologist:** licensure pursuant to §490.005(1), §490.006, Florida Statutes, or the provision identified as §490.013(2) in CH. 81-235, §I, Laws of Florida.
   - **d. Clinical Psychologist:** a psychologist as defined in §490.003(7) Florida Statutes, with at least three (3) years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure.
   - **e. Mental Health Counselor (as defined by §490.003 Florida Statutes):** licensure or certification pursuant to §491.006, §491.0045-0046 Florida Statutes.
   - **f. Clinical Social Worker:** licensure pursuant to §491.005, §491.006, §491.046-046 Florida Statutes.
   - **g. Physician:** licensure pursuant to Chapters 458 and 459 Florida Statutes.
   - **h. Physician's Assistant:** licensure pursuant to §458.347 and §459.022 Florida Statutes.
   - **i. Primary Care Physician:** a general or family medical practitioner licensed under Chapter 458 or Chapter 459 Florida Statutes, who is the child's primary physician.
   - **j. Advanced Practice Registered Nurse:** licensure pursuant to §464.012 Florida Statutes, and graduation from a program leading to a master's or doctoral degree in nursing clinical specialty area with preparation in specialized practitioner skills.
   - **k. Master's Level Students/Interns:** Students or interns who have completed a master's degree in psychology, clinical psychology, mental health counseling, clinical social work or another associated degree who are actively working toward licensure or certification or who are enrolled in a doctoral degree program for any of the previously mentioned disciplines, may fulfill the roles identified in c, d, e, or f above.
   - **l. Advocacy Paraprofessionals:** Persons with a bachelor's degree from an accredited college or university in social work or completion of a certification program offered by an accredited college or university, a governmental agency, a professional association, or an internal training program offered by an accredited children's advocacy center. Paraprofessionals may only provide advocacy services and are prohibited from providing mental health counseling or treatment services.

C. Program Areas and Services:

The Provider will ensure that, at a minimum, the following programs and services are being funded by this Subcontract. All providers of the below programs/services shall meet the training requirements established by the National Children's Alliance's Standards of Accreditation:

1. **Scope of Work:** The Provider shall ensure that all services are provided in Highlands County throughout the Subcontract period. All other activities shall support enhanced service delivery.
   - **a. Tasks**: The Provider will perform the following tasks throughout the term of the Subcontract unless otherwise specified:
     1) **Therapy Program Services**:
        a) The Provider shall provide, or by linkage agreement procure, Mental Health Services: Including intake, treatment plans, individual counseling, family counseling and group counseling.
           1. **Individual Therapy Services**: Specialized trauma-focused mental health services provided to the child victim, caregiver and siblings designed to meet the unique needs of the child and family.

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2. **Group Therapy Services**: Specialized trauma-focused mental health services provided in a group setting to the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
3. **Family Therapy Services**: Specialized trauma-focused mental health services provided in a group setting designed to meet the unique needs of the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
4. **Psychological Evaluation Services**: An examination by a licensed psychologist using a psychological testing, review of history, clinical interviews, behavioral symptoms, and observations for the purpose of determining the child's current psychological and neurological functioning to assist the evaluator in providing relevant and sound options in matters where the child's health and welfare may have been harmed.

2. **Case Management and Advocacy Services**:
   a. The Provider shall provide Case Management and Advocacy services as listed below:
      1) Crisis assessment and intervention, risk assessment, and safety planning and support for children and family members at all stages of involvement with the Provider, or Child Advocate Center.
      2) Assessment of individual needs, cultural consideration for child/family and help to ensure those needs are being addressed in concert with the MDT and other service providers.
      3) Presence at CAC during the forensic interview in order to participate in information sharing with other MDT members; inform and support family regarding the coordinated, multidisciplinary response; and assess needs of child and non-offending caregivers.
      4) Provision of education and assistance in ensuring access to victim's rights and crime victims' compensation.
      5) Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, civil legal services, etc.)
      6) Provisions of referrals for trauma-focused, evidence-supported mental health and specialized medical treatment by the Provider, if not provided by the Provider, at the Child Advocate Center.
      7) Facilitating access to transportation to interviews, court, treatment, and other case-related meetings.
      8) Engagement with the child and family to help them understand the investigation/prosecution process and help ensure understanding of crime victim's rights.
      9) Participation in case review to communicate and discuss the unique needs of the child and family and associated services planning; and help ensure the coordination of identified services, and that the child and family's concerns are heard and addressed.
      10) Provision of case status updates to the family, including investigation, court date, continuances, dispositions, sentencing and inmate status notification (including offender release from custody).
      11) Provision of court education and support, including court orientation and accompaniment.
      12) Coordinated case management meetings with all individuals providing victim advocacy services.
3. **Forensic Interview Services**:
   a. The Provider shall provide, or by linkage agreement procure, trained forensic interviewers.
      1) **Forensic Interviews**: a developmental and age-appropriate interview conducted by staff with a child advocacy center to collect factual information to determine if the child was the victim of a crime or witnessed a crime against another person.
      2) **Specialized Interview**: an interview conducted for the purpose of gathering clinical data, family functioning, and family history.
4. **Medical Program Services**: The Provider shall provide Medical Assessments subject to the provision of 960.28(1) Florida Statutes, an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner.

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5. **Victim's Compensation Applications (Program Delivery)**:
   a. The Provider shall provide clients help with Victim's Compensation Applications each month and provide FNCAC with the unduplicated type of service, Maltreatment and demographics of clients served by race, gender and age.
6. **Staffing Requirements**:
   a. Staffing Levels. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for Subcontract compliance and who will be the primary point of contact for the Network on progress and work products.
      1) The Provider shall submit the job description, resume, Level II Background Check, and any other credentials for all staff funded under this Subcontract.
      2) The Provider shall require all staff funded under this Subcontract to maintain timesheets to account for their time.
      3) The Provider shall notify the Network Contract Manager within five (5) working days of hiring and/or terminating staff funded under this Subcontract. For new hires, notification shall include a resume, Level II Background Check, and job description.
      4) If any information on the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change.
      5) The Provider shall notify the Network one week prior to a change of address and submit a revised Provider Contact Information Form within five (5) working days of the change.
      6) The Provider shall ensure that all staff and subcontractors of this Subcontract routinely complete the necessary continued education required by the National Children's Alliance's Standards of Accreditation.
   b. Professional Qualifications: The Provider will be responsible for the staff affiliated with this Subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully perform their duties.
   c. Subcontractors: The Provider may, only with prior written approval of the Network, enter into written subcontracts for performance under the Subcontract. No subcontract agreement that the Provider enters into with respect to performance under the Subcontract shall in any way relieve the Provider of any responsibility for performance of its Subcontract responsibilities with the Network.
7. **Service Location and Equipment**:
   a. Service Delivery Location: The Provider shall provide services from its established Florida based CAC/CPT office, at the CPT-MOU office, in a Mobile Unit or at an off-site subcontractors' Office approved by the Network.
      1) Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, make reasonable accommodation and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodation/modifications are: 1. Designated parking, 2. Ramp access to building, 3. Alternative formats available for documents, 4. Accessible restroom facilities, 5. Doors and doorways are accessible and 6. A sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this Subcontract.
      2) All service delivery locations' physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.
   b. Service Times: The Providers primary service location shall be staffed at a minimum from 9:00 am to 5:00 pm, Monday through Friday, excluding state-sanctioned holidays. Satellite or alternate service location's hours of operation must be provided to the Network and the Provider's multidisciplinary team partners. Any change in operating hours or inability to provide services shall be reported in a timely manner to the Network.

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c. Computer Networks: None of the funds made available pursuant to this Subcontract may be used to maintain or establish a computer network unless such a network blocks the viewing, downloading, and exchanging or pornography.

8. Deliverables:

a. Deliverables: See Section C.1.a.

b. Reports: The mere receipt of reports by the Network shall not be construed to mean or imply approval. The Network reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Network, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Network may terminate the Subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Network until required reports have been submitted. The Provider shall timely submit the following reports to the Network:

1) **Invoice and Monthly Expenditure Report (MER)**: The Provider shall submit a completed Invoice and MER form, incorporated herein by reference, to the Network Contract Manger to verify that funds are: 1. Spent on allowable costs, and 2. Used to enhance the provisions of services and increase the number of victims served. The report shall be due by the 25th day of the month following the month in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Network, shall identify expenditures made with Subcontract funds only.
2) **Monthly Program Service Date Reports**: The Provider shall complete the monthly Program Service Data Report form, incorporated herein by reference, by the 25th of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this Subcontract.
3) **General Revenue Personnel Spreadsheet** : This form is used to seek reimbursement of allowable personnel expenses as outlined in the approved Network Budget. This form must be included in the invoice and must be submitted by the 25th day of the following month in which the expenses were expended. (This form is not required if the approved budget does not contain personnel expenses).
4) **Actual Expense Report**: This form is used to seek reimbursement of allowable contractual, operating and training expenses as outlined in the approved Network Budget. This form must be included with the Invoice and must be submitted by the 25th day of the month following the month in which the expenses were expended. (This form is not required if the approved budget does not contain any contractual, operating and training expenses).
5) **Project Specific Timesheet**: Project Specific Timesheets notating the pay period must be used to report time spent on the OAG Funds. Only salary for time spent on activities related to the OAG Funds is reimbursable. A Project Specific Timesheet must be used by all organizations requesting reimbursement of personnel expenses. The Timesheets must be completed for all staff including Executive Directors who are reimbursed by the OAG Funds. Project Specific Timesheets must be submitted monthly when claiming reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive Directors must sign and date their timesheets and have their timesheets authorized by a member of the Board of Directors or their Supervisor, when claiming reimbursement of personnel expenses. Executive Directors may authorize the timesheets of their staff providing staff is not related to the Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheets as necessary to report the appropriate time spent on the OAG Funds.
6) **Daily Vehicle Use Log:** This form is used to report mileage for activities related to the OAG Funds within the organization's local service area. This form **is not** for use when traveling outside the organization's service area. The signature of staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize the daily Vehicle Use Log of their staff providing staff is not related to the Executive Director. Executive Directors sign and date

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their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming reimbursement of mileage expenses.

7) **Property Inventory:** All property purchased pursuant to Chapter 273 Florida Statutes and Florida Administrative Code Chapter 691-72, using grant funds, requires a Property Inventory Report be completed and submitted to the Network at the time reimbursement is requested. Payment will not be authorized until such time as the required Property Inventory Report has been submitted. The Provider will be responsible for the proper care, custody and distribution of all property acquired, and agrees not to see, transfer, encumber, or otherwise dispose of property acquired without the written permission of the Network.
8) **Authorization to Incur Travel Expense:** Pursuant to Florida Administrative Code Rule 691-42.003, form DRF-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the organization's Board of Directors. It must be completed prior to travel taking place and must evidence the estimated cost of travel as allowed under Section 112.061 Florida Statutes. This form must be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.
9) **Travel Voucher:** Pursuant to Florida Administrative Code Rule 691-42.003, form DFLORIDA STATUTE-AA-15 will be used when requesting reimbursement for travel expenses associated with the OAG Funds. The form will be completed by all travelers requesting reimbursement from the OAG Funds and will be prepared in strict compliance with Section 112.061 Florida Statutes. The form will be signed by the traveler and the official authorizing the travel, a supervisor, or an authorized member of the Board of Directors. Social Security numbers should not be placed on the form when submitting for reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the OAG Funds and in the program's approved budget are reimbursable. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFLORIDA STATUTE-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly invoice is Submitted.
10) **Monthly Deliverables Report:** This form is used to provide information on the minimum performance measures required for all OAG Funds grant funds and to justify reimbursement. This form must be submitted when the invoice is submitted, and the provider must submit the required supporting documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the provider fails to meet the minimum performance measures or provide the required supporting documentation, financial consequences will be applied pursuant to Section 215.971(1) (c) Florida Statutes.
11) **Other Reports:** The Provider shall furnish such other reports and information that the Network may require within the time requested.

c. Records and Documentation:

1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Network harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statutes.
2) The Provider shall maintain all records required to be maintained pursuant to the Subcontract in such a manner as to be accessible by the Network upon demand. Where permitted, under applicable law, access by the public shall be permitted without delay.

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9. Performance Specifications

1) Monitoring and Evaluation Methodology

a) By execution of this Subcontract, the Provider hereby acknowledges and agrees that its performance under the Subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Network, as its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Network affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time limit, the Network will terminate the Subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Network.

b) The Provider shall comply with the requirements of the Network's Standard Subcontract, section I.E., with reference to monitoring by the Network. The Provider agrees to fully cooperate with the Network in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site and/or virtual monitoring visits and/or desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this Subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this Subcontract.

10. Provider Responsibilities:

a. Provider Unique Activities: The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section C.1.a. 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 agrees to be fully accountable for the performance thereof.

b. Contact Information: The Provider shall submit a Provider Contact Information Form to the Network Contract Manager with signature pages for execution of this Subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Network Contract Manager **within five (5) working days of occurrence**. Staff contacts identified by the Provider on the Provider Information Form shall be accessible via e-mail throughout the Subcontract period and respond timely to Network Contract Manager communications. All emails, voicemail messages, Track IT! work orders and other communications shall reference the Subcontract number(s) applicable to the correspondence. **The provider will need to reference Subcontract Numbers and Provider Name in the subject line of all e-mails**.

c. Budget: Using the Budget Form provided by the Network, the Provider shall prepare a line-item budget to identify anticipated OAG Funds expenditures. The budget shall be submitted to the Contract Manager for approval by July 3, 2024.

1) Task Limits: All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set our herein or in any amendment hereto.
2) The Provider shall remain operational and provide reports for the entire Subcontract period, even if the deliverables have been met before the Subcontract ending date.

d. The Provider shall comply with all Provider's policies and procedures, including but not limited to:

- Financial Management
- Personnel
- Board of Director' roles and responsibilities
- Operations
- Conflict of Interest
- Document Retention

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e. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this Subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference, and maintained by the Provider. Local mileage must be maintained either on a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to funding activities, and date of travel along with the name of the person to be reimbursed.

11. **Network Responsibilities**:
    a. **Network Obligations:** The Network will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors the highest quality of services.
    b. **Network determinations:** The Network has final authority in monitoring, reporting and payment disputes.

D. **Submission Schedule**:
1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day previous to the due date. The due date is the date that the Network must receive the report.
2. All reports, invoices, or other items identified herein shall be submitted electronically to the Network Contract Manager via Track IT! document management system, unless otherwise approved by the Contract Manager. When submitting documents through Track IT! the Provider will provide the Subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says, "This Work Order is for Submitting Required Documentation." Track IT! URL is https://trackit.fncac.org9001/TrackItWeb/SelfService

E. Method of Payment
1. Payment Clause
    a. The Network shall pay the Provider for the delivery of the service provided in accordance with the terms of this Subcontract, subject to the availability of funds.
    b. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (see Attachment III) to the Network Contract Manager in accordance with the following schedule. The invoice shall be due each month on the 25th day of the month following the month of service expenses.
    c. Any payment due under the terms of this Subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Network and necessary adjustments have been made and approved by the Network. It is agreed that the Network's determination of acceptable service shall be conclusive. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% off that month's invoice, whichever is greater.
    d. The Provider agrees to refund to the Network any payments made by the Network which are subsequently disallowed pursuant to the terms of the Subcontract. Such refunds shall be due within forty (40) days following the end of the Subcontract or from the time the overpayment is discovered.
    e. Late submission of any invoices, reports, necessary budget revisions, or other documentation may result in the Provider's invoice being held for payment until all required documentation has been received. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.
    f. Financial Consequences. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.
        1) Execution of future Subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables, required documents and requested information (to include monitoring report correct actions).

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F. **Special Provisions.**

1. **Cost Proposals.** All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Network. No costs may be incurred without prior approval of budget line items by the Network Contract Manger. Possible changes should be sent to the FNCAC Contract Manger in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation. Cost proposal date restrictions apply as follows:
   a. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the Subcontract period.
   b. Cost Proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Network Contract Manager.
      1) Prior approval shall be obtained from the Network Contract Manager for any travel and/or training not specifically identified and approved in the current proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval.
2. **Publication Requirement**: The Provider agrees to acknowledge the Office of Attorney General, and the Network, in all publications and advertisements that are funded wholly or in part with this Subcontract. The Provider shall submit for review one copy of all proposed publications resulting from this Subcontract prior to printing. The Provider shall submit for review one copy of all proposed media or program advertisements at least twenty (20) days prior to public release. Any publications, media advertisements shall contain the following statement:
   "This project was paid by OAG, BTG-24/25-Florida Network of Children's Advoca-00008 and Florida Network of Children's Advocacy Centers."
3. Although an audit may not be required in accordance with Attachment II, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Network Contract Manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.
4. Anything that is produced or developed in connection with this Subcontract shall be exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider nor any other individual employed under this Subcontract shall have any proprietary interest in any product(s) developed or produced under this Subcontract.
5. If the Provider's membership is revoked by the National Children's Alliance and all appeals (in accordance with the National Children's Alliance's (NCA) Certification Appeals Process) have been denied, this Subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
6. This Subcontract may be terminated within sixty (60) days of the Network being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.

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ATTACHMENT II

FINCANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Network to the Provider may be subject to audits and/or monitoring by the Network, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97 Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Network staff, limited scope audits, and/or other procedures. By entering into this Subcontract, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Network. In the event the Network determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Network to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Network, the Department of Health, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government, or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the Provider expends $750,000 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this Subcontract indicates Federal resources awarded through the Network by this Subcontract. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Network. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.
3. If the Provider expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider 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 Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from sources other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Subcontracts with the Network shall be based on the Subcontract's requirements, including any rules, regulations, or statutes referenced in the Subcontract. The financial statements shall disclose whether or not the matching requirement was met for each applicable Subcontract. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network Subcontract involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each Subcontract with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97 Florida Statutes; applicable

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rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this Subcontract indicates state financial assistance awarded through the Network by this Subcontract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Network, the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the provider 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the provider expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of Section 215.97 Florida Statutes, is not required. In the event that the provider expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97 Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Subcontracts with the Network shall be based on the Subcontract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable Subcontract. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network Subcontract involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by Subcontract number for each Subcontract with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Network retains all rights and obligation to monitor and oversee the performance of this Subcontract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

A. The Network as follows:

- Submit to the Network's Contract Manager via Track IT
- Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to:
- Florida Network of Children's Advocacy Centers
  501 E. Tennessee Street Suite B
  Tallahassee, Florida 32308

B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

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

C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

Docusign Envelope ID: 4ECE887E-464F-4A34-BED9-C0543AB19158

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this Subcontract shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

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

Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Network pursuant to this Subcontract shall be submitted timely in accordance with OMB Circular A-133 Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Network for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

Docusign Envelope ID: 4ECE887E-464F-4A34-BED9-C0543AB19158

EXHIBIT 1

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS SUBCONTRACT ARE AS FOLLOWS**:**

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS SUBCONTRACT CONSIST OF THE FOLLOWING:

Federal Program 1_____CFDA# _____Title_____$_____

Federal Program 2 _____CFDA#_____Title_____$_____

TOTAL FEDERAL AWARDS $ _

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS SUBCONTRACT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) N/A_____CFDA# _____Title_____$_____

State financial assistance subject to Sec. 215.97 Florida Statutes: CSFA#41.031 Title: The Florida Network of Children's Advocacy Centers

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97 Florida Statutes:
$4,266.55

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

FL Dept. of Financial Services, Reference Guide for State Expenditures

Docusign Envelope ID: 4ECE887E-464F-4A34-BED9-C0543AB19158

EXHIBIT 2

PART I: AUDIT RELATIONSHIP DETERMINATION

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97 Florida Statutes. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97 Florida Statutes Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

_____Vendor not subject to OMB Circular A-133 and/or Section 215.97 Florida Statutes

__X__Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97 Florida Statutes

____Exempt organization not subject to OMB Circular A-133 and/or Section 215.97 Florida Statutes for Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Network to subcontract, they must comply with Section 215.97(7) Florida Statutes, and Rule 69I-.006(2), FAC [state financial assistance] and Section ___.400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS, AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements**
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements are set forth in program laws, rules, and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements are set forth in program laws, rules, and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements are set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

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STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules, and regulations:

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements are set forth in program laws, rules, and regulations.

Docusign Envelope ID: 4ECE887E-464F-4A34-BED9-C0543AB19158

ATTACHMENT III

FNCAC Invoice

FNCAC GR/CPT/BTG/Line Item Invoice 2024/2025

Type of Invoice:

Provider:	**Subcontract Number:**
Address:	**Telephone:**
Service Period (Use dropdown to choose month): Reporting Month	**FNCAC GR/FNCAC CPT/Line Item/BTG Monthly Rate** July 2024 -June 2025

Summary of Payments

	FNCAC CPT	GR	Line Item	Bridge the Gap
SFY 2024/2025 Allocation:				
Total Funds Requested This Month:				
Actual Expenditures to Date:				
Balance:				

(Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. Monthly invoice AED amount should equal total indicated on the Monthly Expenditure Report per funding source)

(NOTE: ALL FUNDS MUST BE EXPENDED BY JUNE 30th)

Total County Funding Amount: $_____ Has not changed for FY 24/25

I Certify that the above report is a true and correct reflection of this period's activities, as stipulated in this contract and no expenses requested have been paid by another funding source. All services provided were Augmented and not Duplicated Services.

Signature of Provider Agency Official _____ Date _____

Title _____ Phone # _____

COST

(FOR FNCAC USE ONLY)

Combined Monthly Total: $0.00

Penalties

Description:

$_____

$_____

$_____

$_____

Total Penalties: $0.00

Payment Approval

Total Approved For Payment By the Network: $0.00

Signature _____ Date _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **JD Landford, PE, County Engineer**
SUBJECT/TITLE:	**Public hearing to consider adoption of Ordinance 23-24-36, extending the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.**

STATEMENT OF ISSUE

This public hearing is for the consideration of extending the moratorium of Impact Fees for up to one year.

RECOMMENDED ACTION

Move to adopt Ordinance 23-24-36, extending the moratorium of Impact Fees in Highlands County for up to one year from the date of adoption.

FISCAL IMPACT

The fiscal impact is not determinable at this time but is an estimated loss of $2.5 million per year (500 new homes x approx. $5,000 per home impact fee assessment) that will not be collected for capital improvement items.

Attachments: Ordinance_Chapter 13.suspending Impact Fees.ls.SGS (002).docx
Ordinance 23-24-36 revised proof.pdf

ORDINANCE NO.: 23-24-36

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 13, IMPACT FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO CHAPTER 13, IMPACT FEES, ARTICLE II, IMPOSITION OF IMPACT FEES, SECTION 13-29, SCHEDULE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, the Highlands County Code of Ordinances, Chapter 13, provides for the imposition of impact fees to accommodate the cost of future growth necessitated capital improvements to the County's infrastructure; and

WHEREAS, on June 16, 2009, the County adopted Ordinance 08-09-80, which suspended the imposition of impact fees effective July 1, 2009; and

WHEREAS, since 2009, the County has consistently adopted ordinances to renew the suspension on the imposition of impact fees; and

WHEREAS, on June 30, 2023, the County adopted Ordinance No.: 22-23-27, which further extended the suspension on the imposition of impact fees through and including June 30, 2024; and

WHEREAS, on June 20, 2023, the County considered a Statement of Legislative Intent related to the suspension of impact fees and directed an extension of the suspension; 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 further amend Highlands County Code of Ordinances, Chapter 13, Impact Fees, Article II, Imposition of Impact Fees, Section 13-29, Schedule as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA.

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 13, IMPACT FEES, ARTICLE II, IMPOSITION OF IMPACT FEES, SECTION 13-29, SCHEDULE. Highlands County Code of Ordinances, Chapter 13, Impact Fees, Article II, Imposition of Impact Fees, Section 13-29, Schedule, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Sec. 13-29. – Schedule.

The impact fees imposed under this article shall become effective at the following times and in the following rates:

***

(3) Notwithstanding the provisions of subsections (1) and (2) of this section, all impact fees imposed pursuant to sections 13-21 through 13-28 herein are suspended and shall not be imposed through and including June 30, 2025, and the County is not required to adopt an annual impact fee index resolution during calendar year 2024 for an impact fee to be imposed pursuant to sections 13-21 through 13-28 herein.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 13, Impact Fees, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a

court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this _____ day of August 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

_____
Kevin Roberts, Chairperson

(SEAL)

ATTEST:

_____
Jerome Kaszubowski, Clerk

NOTICE OF PUBLIC HEARING REGARDING PAYMENT OF IMPACT FEES IN UNINCORPORATED HIGHLANDS COUNTY, FLORIDA

The Highlands County Board of County Commissioners, acting as the Local Governing Body, proposes to review, approve and adopt Ordinance 23-24-36, amending the Highlands County Code of Ordinances.

ORDINANCE NO. 23-24-36

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, AMENDING THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 13, IMPACT FEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO CHAPTER 13, IMPACT FEES, ARTICLE II, IMPOSITION OF IMPACT FEES, SECTION 13-29, SCHEDULE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

YOU ARE HEREBY NOTIFIED that a **PUBLIC HEARING** will be held before the **Highlands County Board of County Commissioners** on the 20th day of August 2024, beginning at 9:00 a.m., or as soon thereafter as possible, at the **County Commissioners' Board Room, Highlands County Government Center Building, 600 South Commerce Avenue, Sebring, Florida,** to consider amending the Highlands County Code of Ordinances, Chapter 13, Impact fees, Article II, Imposition of impact fees, Section 13-29, Schedule.

A copy of this notice is available for public inspection during regular business hours in the Office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The proposed Ordinance may be inspected by the public at the Highlands County Development Services Department, 501 South Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. Inquiries or written testimony should be directed to Leah Sauls, Development Services Director, at this address or by phone at (863) 402-6650.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND.

All interested persons may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by this committee/group, 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 nondiscriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact Human Resources, ADA Coordinator at: 863-402-6509 (voice), or via Florida relay service 711, or by email: hrmanager@highlandsfl.gov. Requests for cart or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
Kevin Roberts, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk

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August 10, 2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request to Adopt Resolution 23-24-162 to vacate an Existing Drainage Easement at 351 Fox Trail, Sebring, FL 33876.**

STATEMENT OF ISSUE

Attached is Resolution No. 23-24-162 to vacate an existing drainage easement over and across said property described as follows:

THE WEST HALF OF LOT 3, AND ALL OF LOT 4, LESS THE 25 FEET ROAD RIGHT OF WAY, DESOTO INDUSTRIAL PARK, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

Parcel ID: C-13-35-29-040-0000-0040

SITE ADDRESS: 351 Fox Trail, Sebring, FL 33876

All pertinent County departments have been notified and has no objections. Wanda Phillips (Petitioner) have filed a petition to vacate that portion of the platted drainage as described above.

The applicant's reason for vacating this easement is due to the applicant's desire to obtain final development order.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-162 to vacate an Existing Drainage Easement at 351 Fox Trail, Sebring, FL 33876.

FISCAL IMPACT

No Fiscal Impact.

Attachments: VOE - 351 Fox Trail Agenda Packet.pdf

RESOLUTION NO.: 23-24-162

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE VACATION OF AN EASEMENT ON THE PLAT OF DESOTO INDUSTRIAL PARK, PHASE I AS PARTICULARLY DESCRIBED HEREIN, AND AS REQUESTED BY WANDA PHILLIPS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE VACATION OF EASEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Petition of Wanda Phillips ("Petitioner"), requesting that Highlands County vacate an easement as described herein and renounce and disclaim the rights of the County and of the public in and to said easement as so described on the plat for Desoto Industrial Park, Phase I, according to the Plat of the official records of Highlands County, Florida, was presented to the County Engineer; and

WHEREAS, on July 24, 2024, and July 31, 2024, the Petitioner, published a notice of public hearing and intent to petition the County to vacate the easements described herein in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on August 20, 2024, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation of the easement and disclaimer of interest described herein will not adversely affect the ownership rights of any person or the right of convenient access of any person.

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

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

SECTION 2. Vacation of Easement. The Easement as described below is hereby vacated, abandoned, discontinued, and closed, and all rights of the County and the public in and to the said Easement so described are hereby renounced and forever disclaimed:

C-13-35-29-040-0000-0040
351 Fox Trail, Sebring, FL 33876
THE WEST HALF OF LOT 3, AND ALL OF LOT 4, LESS THE 25 FEET ROAD RIGHT OF WAY, DESOTO INDUSTRIAL PARK, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; and

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the vacation of the portions of Easements described herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of AUGUST 2024.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O ENGINEERING DEPARTMENT
505 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870

FROM: Wanda Phillips
Po Box 1313
Davenport FL 33836

This is to Petition the Board of County Commissioners to consider vacating an easement, as shown on the attached map, legal description as follows:

Desoto Industrial Park
Phase 1 pb 15 Pg 3
Lot 4 + W 1/2 Lot 3
Less SLY 25 ft Rd. R/W 2.06 Aceres
Please see Attachment A. and B.

The petition is being requested for the following reason:

In order to obtain my final development order

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

Highlands County Engineering Department

Reference Map
351 FOX TRAIL VACATION OF EASEMENT

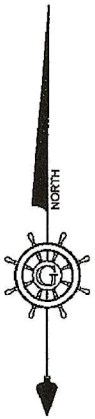
Prepared By: Jorge W. Fernandez
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

For Reference Only - Not A Boundary Survey
Map Created: 6/24/2024

1 inch = 200 feet



G:\Vacate Easements\2024\351 Fox Trail\Maps & Surveys\351 FOX TRAIL VACATION.mxd, Date Saved: 6/24/2024 1:29:13 PM, User: jwfernandez

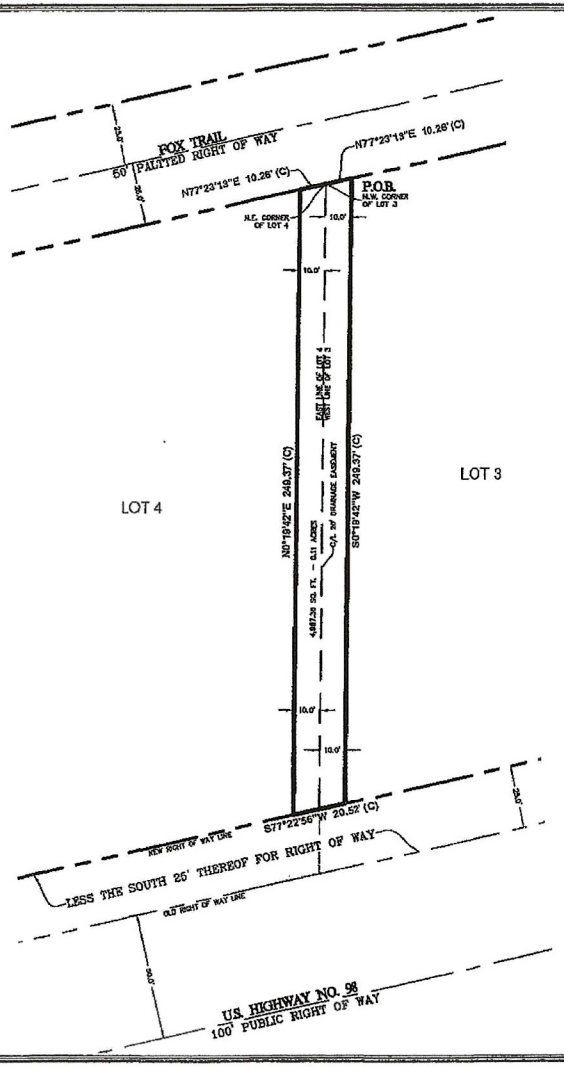


GRAPHIC SCALE

60 0 30 60

(IN FEET)
1 inch = 60 ft.

LINE TABLE	
BOUNDARY	
TIE LINE	
LOT LINE	
BUILDING	
CENTERLINE	
RIGHT OF WAY	



SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

Attachment - B

THIS IS NOT A SURVEY!!!

SKETCH TO ACCOMPANY LEGAL DESCRIPTION.

LEGAL DESCRIPTION:

THE WEST 10 OF LOT 3, AND THE EAST 10 FEET OF LOT 4, LESS THE SOUTH 25 FEET ROAD RIGHT OF WAY, DESOTO INDUSTRIAL PARK, PHASE I, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 77°23'13" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF FOX TRAIL, A DISTANCE OF 10.26 FEET; THENCE SOUTH 0°19'42" WEST, A DISTANCE OF 249.37 FEET TO A POINT LYING ON THE NEW RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98; THENCE SOUTH 77°22'56" WEST, ALONG THE NEW RIGHT OF WAY LINE A DISTANCE OF 20.52 FEET; THENCE NORTH 0°19'42" EAST, A DISTANCE OF 249.37 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF FOX TRAIL; THENCE NORTH 77°23'13" EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 10.26 FEET TO THE POINT OF BEGINNING. CONTAINING 4,987.36 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3553 KENILWORTH BOULEVARD, SEBRING, FLORIDA 33870
PHONE 863-385-0930, FAX 863-382-1531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT: WANDA PHILLIPS

JOB NO.: 164-23	SCALE: 1" = 80'
TASK NO.: 002	DRAWN BY: RAH
DATE: 5-13-24	CHECK BY: GLG

SURVEYORS 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 BY CHAPTER 5J-17, PURSUANT TO SECTION 472.027 FLORIDA STATUTES, AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. SURVEY IS 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 #5249

5/13/24
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. ELECTRIC REPRODUCTIONS

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 SHOWING BEARINGS AND DISTANCES THEREOF.

SOME FEATURES SHOWN HEREON MAY BE OUT OF SCALE FOR CLARITY

BEARING SYSTEM BASED ON THE COMMON LINE BETWEEN LOTS 3 & 4 AS BEING S0°19'42"W

LEGEND OF SYMBOLS & ABBREVIATIONS

S.C.M.	SET 4"X4"X24" CONCRETE MONUMENT PSM 3545		
NGVD 29	NATIONAL GEODETIC VERTICAL DATUM		
NAVD 88	NORTH AMERICAN VERTICAL DATA		
S.N.D.	SET NAIL & DISK STAMPED PSM 3545		
S.I.R.	SET 1/2"X18" IRON ROD & CAP PSM 3545		
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.)	PROJECTED MEASUREMENT		
CPP	CORRUGATED PLASTIC PIPE		
CMP	CORRUGATED METAL PIPE		
RCP	REINFORCE CONCRETE PIPE		
PVC	POLYVINYL CHLORIDE PIPE		
B.F.P.	BACK FLOW PREVENTER		
(P)	AS RECORDED ON PLAT		
(D)	AS RECORDED DEEDED		
(M)	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		
CH	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		
	SIGN (AS NOTED)		
	MONITORING WELL		
	BACK FLOW PREVENTER		
	WATER METER		
	STORM DRAIN MANHOLE		
	STORM DRAIN INLET		
	FLAG POLE		
	WATER VALVE		
	FIRE HYDRANT		
	METER POST		
	POWER POLE		
	LIGHT POLE		
	GUY WIRE		
	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 INTENDED AND IS CERTIFIED ONLY TO THE PERSONS LISTED AND THE TITLE DEEDS ON A BASIS ONLY FOR THE PARTICULAR TRANSACTION. NO USE OF EXTENSION OF THIS SURVEY WITHOUT THE EXPRESS PURSUANT OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IS NOT INTENDED FOR ANY SUBSEQUENT TRANSACTIONS IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE FOR EACH OF A SUBSEQUENT TRANSACTION OTHER THAN THOSE LISTED SHOWN ON THIS SURVEY.

REVISIONS

1	
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3	
4	
5	

SHEET 1 OF 2

Attachment- A

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Vacate Easement 351 Fox Trail

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:

July 24, 2024, July 31, 2024

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

Janet Emerson

Sworn to and subscribed before me this 31st day of July 2024 by Janet Emerson, who is personally known to me.

Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00039778 00162179

WANDA PHILLIPS
PO BOX 1313
DAVENPORT, FL 33836

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

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO VACATE AN EASEMENT

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of Wanda Phillips will on the 20th day of August, 2024, at 9:00 A.M., in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will vacate the drainage easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

THE WEST HALF OF LOT 3, AND ALL OF LOT 4, LESS THE 25 FEET ROAD RIGHT OF WAY, DESOTO INDUSTRIAL PARK, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 3, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

Parcel ID: C-13-35-29-040-0000-0040

SITE ADDRESS: 351 Fox Trail, Sebring, FL 33876

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Sherri Bennett, ADA Coordinator at: 863-402-6834 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or email: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
Kevin J. Roberts, CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
July 24, 31, 2024

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BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
Kevin J. Roberts, CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
July 24, 31, 2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER: **J.D. Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request to Adopt Resolution 23-24-91 to Vacate a Portion of a Drainage Easement at 423 Catfish Creek Rd, Lake Placid, FL 33852**

STATEMENT OF ISSUE

Attached is Resolution No. 23-24-91 to vacate a portion of the plated drainage and utility easement over and across said property as describe as follows:
THE WESTERN 1.5 FEET OF THE EASTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE EASTERN SIDE OF LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, FLORIDA, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8, THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°09'18", A CHORD BEARING OF S 77°08'07" W AND A CHORD DISTANCE OF 6.00 FEET, FOR AN ARC DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'19", A CHORD BEARING OF S 77°13'56" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO A POINT ON THE WESTERN EDGE OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL WITH THE EASTERN LOT LINE OF LOT 8, N 20°14'39" W FOR A DISTANCE OF 263.35 FEET TO A POINT ON THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER, THENCE N 77°32'14" E ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°14'39"E, PARALLEL WITH AND 6 FOOT FROM THE EASTERN BOUNDARY OF LOT 8, FOR A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING.

PARCEL ID: C-11-37-29-060-0000-0080

SITE ADDRESS: 423 Catfish Creek Rd, Lake Placid, FL 33852

All pertinent County departments were notified and have no objections. James R. Ridgely, III has filed a petition to vacate that portion of the platted drainage as described above and in exchange will dedicate an additional 1.5’ easement to the existing drainage & utility easement on the west side of Lot 8 of the platted subdivision of Southwind Estates PH II, PB16, PG 46.
The applicant’s reason for vacating this portion of the easement is due to a detached garage with a 12-inch over-hang infringes the easement on the SE corner of the lot.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-91 to Vacate a Portion of a Drainage Easement at 423 Catfish Creek Rd, Lake Placid, FL 33852

FISCAL IMPACT

No fiscal impact.

Attachments: VOE - 423 Catfish Creek Rd Agenda Packet Updated 08.06.2024.pdf

RESOLUTION NO.: 23-24-91

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE PARTIAL VACATION OF EASEMENT AS SHOWN ON THE PLAT OF SOUTHWIND ESTATES, PHASE II, AND AS MORE PARTICULARLY DESCRIBED HEREIN, AS REQUESTED BY JAMES ROBERT RIDGELY, III, AND ATHRIENNA MARLYN RIDGELY, AS CO-TRUSTEES OF THE JAMES ROBERT RIDGELY, III TRUST DATED MARCH 18, 2022, AND ATHRIENNA MARLYN RIDGELY AND JAMES ROBERT RIDGELY, III, AS CO-TRUSTEES OF THE ATHRIENNA MARLYN RIDGELY TRUST MARCH 18, 2022; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR GRANT OF EASEMENT; PROVIDING FOR THE VACATION OF PORTION OF EASEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the petition of James Robert Ridgely, III, and Athrienna Marlyn Ridgely, as Co-Trustees of the James Robert Ridgely, III Trust dated March 18, 2022, and Athrienna Marlyn Ridgely and James Robert Ridgely, III, as Co-Trustees of the Athrienna Marlyn Ridgely Trust March 18, 2022, requesting that Highlands County vacate a portion of the Easement as described herein, and renounce and disclaim the rights of the County and of the public in and to a portion of that Easement encumbering Lot 8 of the plat for Southwind Estates, Phase II, as recorded in Plat Book 16, Page 46, of the public records of Highlands County, Florida, was presented to the County Engineer; and

WHEREAS, on July 24, 2024, and July 31, 2024, James R. Ridgely, III, published a notice of public hearing, and intent to petition the County to vacate that portion of the Easement as described herein, in the Highlands News Sun, a newspaper of general circulation in Highlands County, Florida; and

WHEREAS, on August 20, 2024, a public hearing was conducted and after full consideration, it has been determined that the statutory requirements have been complied with and the vacation and disclaimer of interest of a portion of the Easement described herein will not adversely affect the ownership rights or any person or the right of convenient access of any person.

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

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

SECTION 2. Grant of Easement. James Robert Ridgely, III, and Athrienna Marlyn Ridgely, as Co-Trustees of the James Robert Ridgely, III Trust dated March 18, 2022, 880 SE 2nd Avenue, Dania Beach, Florida 33004, and Athrienna Marlyn Ridgely and James Robert Ridgely, III, as Co-Trustees of the Athrienna Marlyn Ridgely Trust March 18, 2022, have executed the Easement attached hereto as **Exhibit "A"** to replace the portion of Easement being vacated in Section 3 hereof. The Chairman is hereby authorized to accept the Easement interest granted on the instrument attached hereto as **Exhibit "A"**.

SECTION 3. Vacation of Portion of Easement. That portion of the Easement as described below is hereby vacated, abandoned, discontinued and closed, and all rights of the County and the public in and to the portion of Easement and the lands so described are hereby renounced and forever disclaimed:

> THE WESTERN 1.5 FEET OF THE EASTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE EASTERN SIDE OF LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, FLORIDA, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:
>
> COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8, THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°09'18", A CHORD BEARING OF S 77°08'07" W AND A CHORD DISTANCE OF 6.00 FEET, FOR AN ARC DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'19", A CHORD BEARING OF S 77°13'56" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO A POINT ON THE WESTERN EDGE OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL WITH THE EASTERN LOT LINE OF LOT 8, N 20°14'39" W FOR A DISTANCE OF 263.35 FEET TO A POINT ON THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER, THENCE N 77°32'14" E ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°14'39"E, PARALLEL WITH AND 6 FOOT FROM THE EASTERN BOUNDARY OF LOT 8, FOR A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING.

SECTION 4. Implementing Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to the vacation of the Easement described herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 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 become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of August 2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Easement

Return to:
Highlands County Attorney's Office
600 N. Commerce Avenue
Sebring, Florida 33870

PERMANENT EASEMENT

THIS EASEMENT granted by James Robert Ridgely, III, and Athrienna Marlyn Ridgely, as Co-Trustees of the James Robert Ridgely, III Trust dated March 18, 2022, 880 SE 2nd Avenue, Dania Beach, Florida 33004, and Athrienna Marlyn Ridgely and James Robert Ridgely, III, as Co-Trustees of the Athrienna Marlyn Ridgely Trust March 18, 2022, 880 SE 2nd Avenue, Dania Beach, Florida 33004, hereinafter collectively referred to as "GRANTOR," unto the Highlands County, a political subdivision of the State of Florida, 600 N. Commerce Avenue, Sebring, Florida, 33870, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the GRANTOR is the owner of that certain property more particularly described in **Exhibit "A",** attached hereto and made a binding part hereof; and

WHEREAS, the COUNTY has demonstrated a need for a permanent easement over the property described in **Exhibit "A,"** (Easement Area) attached hereto.

NOW, THEREFORE, in consideration of the sum of ten dollars and 0/100 ($10.00) and the mutual advantages inuring each party to the other, GRANTOR does hereby grant, bargain, sell and convey to the COUNTY a permanent easement on, over, through and beneath the Easement Area for public drainage and utility purposes, together with the right, privilege and authority to install, construct, locate, lay, operate, maintain, inspect, alter, improve, augment, remove, repair, rebuild and/or replace drainage improvements, pipes, fixtures and appliances, public utility equipment and related facilities, and/or for any and all other purposes that the COUNTY, in its sole discretion, deems necessary, desirable and/or appropriate and in order to ensure utility use and proper drainage in the Easement Area and proper maintenance and use of its facilities and improvements, consistent herewith, and/or the right of ingress and egress, over, across and beneath the Easement area for the purposes set forth herein.

IN ADDITION, the rights granted to the COUNTY by the GRANTOR specifically include: (a) the right to cut, clear and remove from the Easement Area, any trees, limbs, undergrowth or other physical objects or obstructions which, in the judgment of the COUNTY, may endanger or interfere with the safe and efficient installation use, operation or maintenance of the facilities located in the Easement Area; (b) the right to remove at any type of fencing, landscaping or any other structure of any type placed in or impeding the Easement Area; and (c) the right to do anything necessary, useful or convenient for the full enjoyment of the rights granted herein. Any impediments placed in the Easement Area by the GRANTOR are at the risk of the GRANTOR.

PROVIDED, HOWEVER, any construction or other work associated with the installation, use, maintenance, repair or replacement of the COUNTY's equipment and/or structures in the Easement Area shall not unreasonably interfere with the retained ownership rights of GRANTOR in the Easement Area.

TO HAVE AND TO HOLD said easement and right of entry unto the Highlands County, Florida, and its successors and assigns, forever.

GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed of the real property above described, that is has good and lawful right to convey the same, or any part thereof, and that to the best of GRANTOR's knowledge there are no hazardous substances contaminating the Easement Area, or that area immediately surrounding the Easement Area, which is owned and/or controlled by the GRANTOR.

The terms, covenants and conditions set forth in this Easement shall run with the land described herein and shall benefit and bind the parties hereto, and any successor owner of all or any portion of the subject real property.

THIS INSTRUMENT IS INTENDED TO MAKE A DEDICATION TO THE PUBLIC.

IN WITNESS WHEREOF, said GRANTOR has caused these presents to be duly executed this _____day of July, 2024.

WITNESSES:

Print: Jennifer McWeeney
Address: 4971 SW 29th Way
Fort Lauderdale, FL 33312

Print: ANNA MARIE PEREZ
Address: 1460 N.W. 94TH AVENUE
PEMBROKE PINES, FLORIDA 33024

GRANTOR:

JAMES ROBER RIDGELY, III
as Co-Trustee of the James Robert Ridgely, III Trust dated March 18, 2022, and as Co-Trustee of the Athrienna Marlyn Ridgely dated March 18, 2022

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of James Robert Ridgely, III, who personally swore or affirmed that he is authorized to execute this Easement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 23rd day of July, 2024.

(SEAL)

Renee Baccari
NOTARY PUBLIC

Notary Public State of Florida
Renee Baccari
My Commission HH 306475
Expires 9/7/2026

WITNESSES:

Print: ALALIA SHAW
Address: 4165 SW 52ST
FT. Lauderdale FL 33314

GRANTOR:

ATHRIENNA MARLYN RIDGELY
as Co-Trustee of the Athrienna Marlyn Ridgely Trust dated March 18, 2022, and as Co-Trustee of the James Robert Ridgely, III Trust dated March 18, 2022

Print: ANNA MARIE PEREZ
Address: 1460 N.W. 94TH AVENUE
PEMBROKE PINES, FLORIDA 33024

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Athrienna Marlyn Ridgely, who personally swore or affirmed that she is authorized to execute this Easement and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 23rd day of July, 2024.

(SEAL) Notary Public State of Florida Renee Baccari My Commission HH 306475 Expires 9/7/2026

Renee Baccari
NOTARY PUBLIC

The Easement granted by this instrument is hereby accepted by Highlands County this 23rd day of July, 2024.

_____
Kevin Roberts, Chairman

EXHIBIT "A"

THE 1.5 FEET TO BE ADDED TO THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE WESTERN SIDE OF SAID LOT 8, SOUTHWIND ESTATES, PHASE II AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, FLORIDA, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8. THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 2°19'37", A CHORD BEARING OF S 78°13'17" W AND A CHORD DISTANCE OF 90.86 FEET, FOR AN ARC DISTANCE OF 90.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'20", A CHORD BEARING OF S 79°24'15" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO THE EASTERN EDGE OF AN EXISTING 7.5 FOOT DRAINAGE AND UTILITY EASEMENT SITUATED ON THE WESTERN EDGE OF SAID LOT 8; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL TO THE WESTERN LINE OF SAID LOT 8, N 20°15'47" W, FOR A DISTANCE OF 262.18 FEET TO THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER; THENCE N 77°32'14" E, ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°15'47"E, PARALLEL WITH AND 9 FOOT FROM THE WESTERN LINE OF LOT 8, FOR A DISTANCE OF 262.23 FEET TO THE POINT OF BEGINNING.

PETITION

TO: HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
C/O ENGINEERING DEPARTMENT
505 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870

FROM: James R. Ridgely, III
880 SE 2nd Ave.
Dania Beach, FL 33004

This is to Petition the Board of County Commissioners to consider vacating an easement, as shown on the attached map, legal description as follows:

See attachment "A"

The petition is being requested for the following reason:

See attachment "B"

I will publish the Notice of Public Hearing in not less than two weekly issues of a newspaper of general circulation in Highlands County prior to the date stated therein for such hearing and will have proof of publication in your office prior to the date of hearing.

J R Ridgely III

Signature of Petitioner

Attachments: (MAP)
Proof of Publication
Certificates Showing Taxes Paid

HI01604601F

LEGAL DESCRIPTION:(GENERATED BY THIS OFFICE)

THE VACATION OF THE WESTERN 1.5 FEET OF THE EASTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE EASTERN SIDE OF LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, FLORIDA, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8, THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°09'18", A CHORD BEARING OF S 77°08'07" W AND A CHORD DISTANCE OF 6.00 FEET, FOR AN ARC DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'19", A CHORD BEARING OF S 77°13'56" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO A POINT ON THE WESTERN EDGE OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL WITH THE EASTERN LOT LINE OF LOT 8, N 20°14'39" W FOR A DISTANCE OF 263.35 FEET TO A POINT ON THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER, THENCE N 77°32'14" E ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°14'39"E, PARALLEL WITH AND 6 FOOT FROM THE EASTERN BOUNDARY OF LOT 8, FOR A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:(GENERATED BY THIS OFFICE)

DEDICATION OF THE 1.5 FEET TO BE ADDED TO THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE WESTERN SIDE OF SAID LOT 8, SOUTHWIND ESTATES, PHASE II AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, FLORIDA, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8. THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 2°19'37", A CHORD BEARING OF S 78°13'17" W AND A CHORD DISTANCE OF 90.86 FEET, FOR AN ARC DISTANCE OF 90.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'20", A CHORD BEARING OF S 79°24'15" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO THE EASTERN EDGE OF AN EXISTING 7.5 FOOT DRAINAGE AND UTILITY EASEMENT SITUATED ON THE WESTERN EDGE OF SAID LOT 8; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL TO THE WESTERN LINE OF SAID LOT 8, N 20°15'47" W, FOR A DISTANCE OF 262.18 FEET TO THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER; THENCE N 77°32'14" E, ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°15'47"E, PARALLEL WITH AND 9 FOOT FROM THE WESTERN LINE OF LOT 8, FOR A DISTANCE OF 262.23 FEET TO THE POINT OF BEGINNING.

Attachment "B"

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING
505 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6877 Fax (863) 402-6548 www.highlandsfl.gov

November 20, 2023

James R. Ridgely, III
880 SE 2nd Avenue
Dania Beach, FL 33004

RE: Update to Petition to vacate an easement at 423 Catfish Creek Rd

Dear Property Owner:

Per our phone conversation, the County has agreed to allow the vacation of the east 1.5' of the existing 15' drainage & utility easement of Lot 8, in exchange for the dedication of an additional 1.5' to the existing 15' drainage & utility easement on the west side of Lot 8 of the platted subdivision of Southwind Estates PH II, PB 16 – PG 46.

The applicant will be responsible for updating the original petition and moving to the secondary review process at their own time and expense. In addition to the secondary review process checklist the applicant shall also be responsible for procuring a licensed surveyor to provide a legal sketch and description for the 1.5' wide segment of land on the west side of Lot 8 for dedication to the public as a drainage & utility easement.

Should you have any additional questions or require further assistance, please feel free to contact this office.

Sincerely,

JD Langford, P.E.
County Engineer

Cc: JD Langford, P.E., County Engineer, without enclosures
Clinton, Howerton, Jr., P.E., Critical Infrastructure Director, without enclosures
Jonathan Harrison, Road and Bridge Superintendent, without enclosures

DESCRIPTION SKETCH

This is Not a Survey

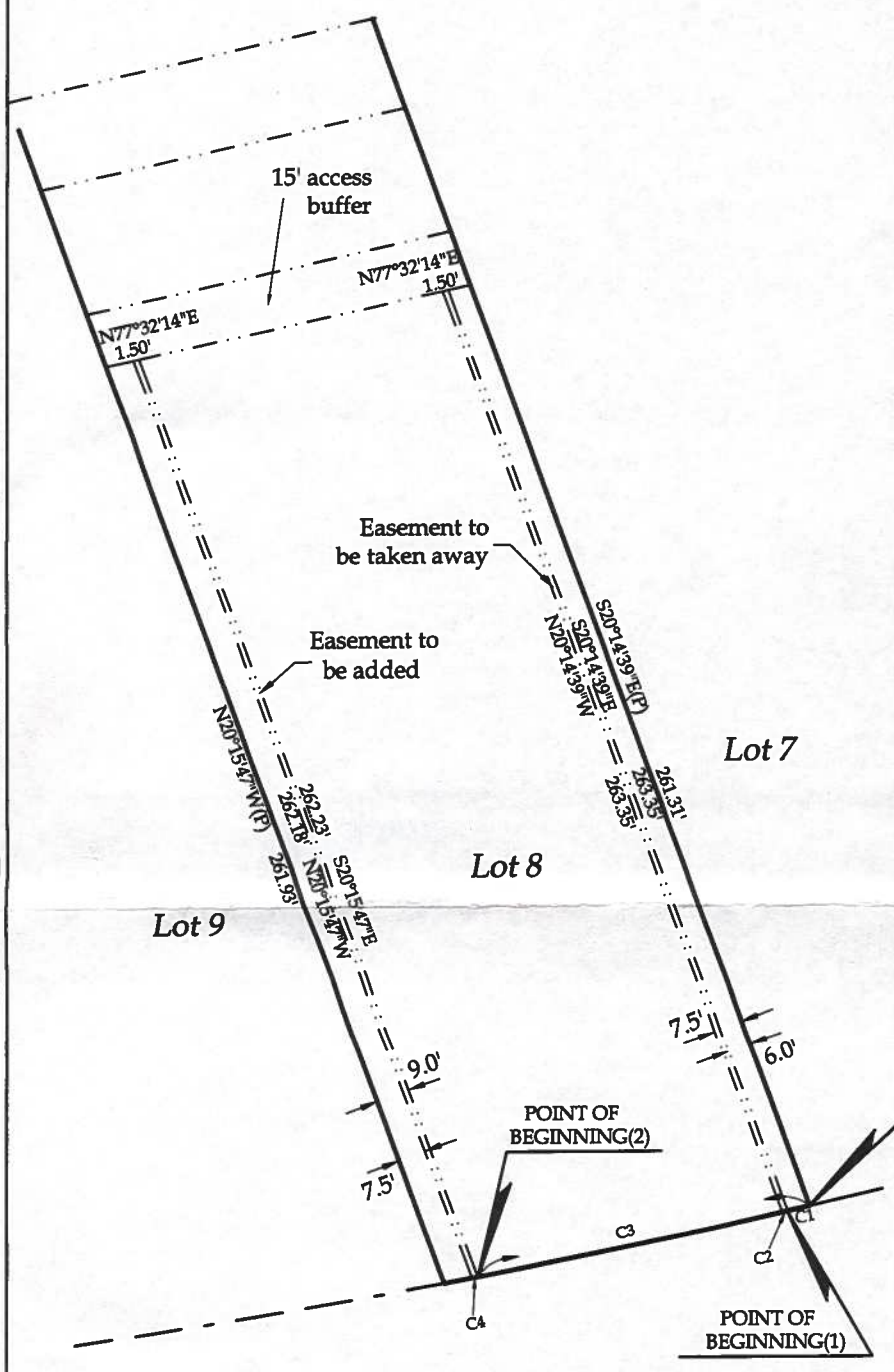
GRAPHIC SCALE

0 50 75 100

(1 inch = 50 ft.)

COMM

LAKE
JUNE-IN-WINTER



Centerline - CATFISH CREEK ROAD
(100' R/W)

LEGAL DESCRIPTION:(GENERATED BY THIS OFFICE)

A VACATION OF THE WESTERN 1.5 FEET OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE EASTERN SIDE OF LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, EASEMENT TO BE ADDED TO THE EASTERN SIDE OF THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE WESTERN SIDE OF SAID LOT 8.

THE VACATION OF THE WESTERN 1.5 FEET OF THE EASTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8, THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°09'18", A CHORD BEARING OF S 77°08'07" W AND A CHORD DISTANCE OF 6.00 FEET, FOR AN ARC DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING(1); THENCE CONTINUING WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'19", A CHORD BEARING OF S 77°13'56" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO A POINT ON THE WESTERN EDGE OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL WITH THE EASTERN LOT LINE OF LOT 8, N 20°14'39" W FOR A DISTANCE OF 263.35 FEET TO A POINT ON THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER, THENCE N 77°32'14" E ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°14'39"E, PARALLEL WITH AND 6 FOOT FROM THE EASTERN BOUNDARY OF LOT 8, FOR A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING(1).

DEDICATION OF THE 1.5 FEET TO BE ADDED TO THE WESTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE WESTERN SIDE OF SAID LOT 8, SOUTHWIND ESTATES, PHASE II, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8. THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 2°19'37", A CHORD BEARING OF S 78°13'17" W AND A CHORD DISTANCE OF 90.86 FEET, FOR AN ARC DISTANCE OF 90.87 FEET TO THE POINT OF BEGINNING(2); THENCE CONTINUING ALONG SAID CURVE, HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'20", A CHORD BEARING OF S 79°24'15" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO THE EASTERN EDGE OF AN EXISTING 7.5 FOOT DRAINAGE AND UTILITY EASEMENT SITUATED ON THE WESTERN EDGE OF SAID LOT 8; THENCE LEAVING SAID RIGHT OF WAY ON A LINE ~~PARALLEL TO THE WESTERN LINE OF SAID LOT 8~~, N 20°15'47" W, FOR A DISTANCE OF 262.18 FEET TO THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER; THENCE N 77°32'14" E, ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°15'47"E, PARALLEL WITH AND 9 FOOT FROM THE WESTERN LINE OF LOT 8, FOR A DISTANCE OF 262.23 FEET TO THE POINT OF BEGINNING(2).

PROPERTY ADDRESS:
423 CATFISH CREEK ROAD
LAKE PLACID, FL 33852

CERTIFIED TO, AND FOR
THE EXCLUSIVE USE OF:
JAMES RIDGELY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	6.00'	2237.47'	0°09'18"	N77°08'07"E	6.00'
C2	1.50'	2237.47'	0°02'19"	N77°13'56"E	1.50'
C3	90.87'	2237.47'	2°19'37"	N78°13'17"E	90.86'
C4	1.50'	2237.47'	0°02'20"	N79°24'15"E	1.50'

PROJECT NO.: HI01604601F
JOB NUMBER: 2312176
Field Survey Completed: 10/13/2020
Drawn: JEK
Checked: RPS
F.B.: S-71, PG 01; S77, PG 72; S-85, PG 31
Revised: 1/31/2024 - Easement Rededication
Revised: 11/9/2021 - Final Survey
Revised: 8/11/2021 - Garage Formboard Survey

SURVEYOR'S NOTES:

1) This survey was prepared without benefit of an abstract or title opinion and easements or encumbrances, if they exist, were not made known prior to the date of this sketch.
2) The legal descriptions shown hereon were prepared by this office.

I hereby certify that I am a Florida Registered Professional Land Surveyor and that the sketch shown hereon is a graphic representation of the above described lands, and that said description was generated under my direction and meets or exceeds the "Standards of Practice" as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 through .052 of the Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

Sherco Surveying, Inc.
16 North Lake Avenue
Avon Park, Florida 33825
Office: (863) 453-4113

VB&F

Subsidiary of Vanbuskirk & Fish Surveying and Mapping . Inc.

EMBOSSED SEAL

Robert Phillip Schuler, P.L.S.
Florida Registration # LS 2930
Certificate of Authorization # LB 8455

NOT VALID WITHOUT THE SIGNATURE OR ITS ELECTRONIC EQUIVALENT AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Z:\TEMPORARY\JOBS_NEW\HI01604601\HI01604601E\HI01604601F.dwg 1/31/2024 11:57:59 AM PDF995

Highlands County Engineering Department

Reference Map

PARTIAL EASEMENT VACATION AND 1.5' EASEMENT ADDITION WITHIN LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

For Reference Only - Not A Boundary Survey

Map Created: 3/21/2024

Prepared By: Doug Nietubicz
Highlands County Engineering Department
505 S. Commerce Ave
Sebring, FL 33870
Office: (863) 402-6877

1 inch = 100 feet



G:\Vacate Easements\2022\423 Catfish Creek Rd\Maps\423 Catfish Creek Easement swap.mxd, Date Saved: 3/21/2024 8:39:44 AM, User: dnietubi

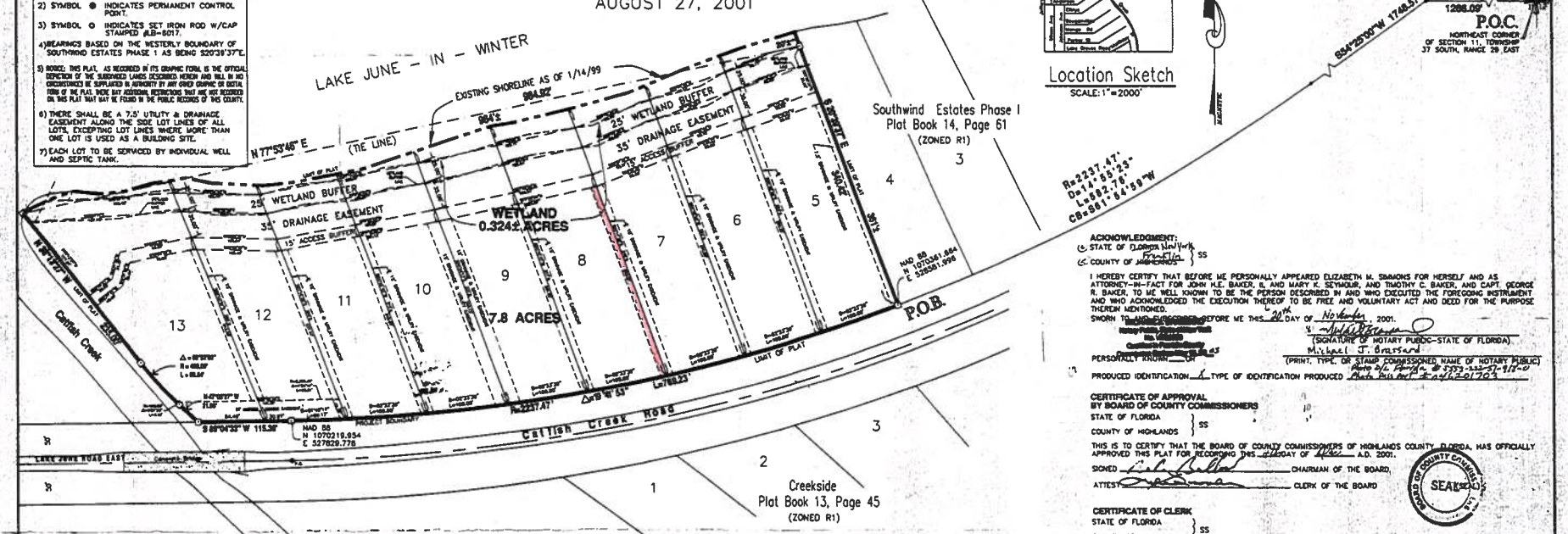
GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD. BUS. (863) 385-8856
SEBRING, FLORIDA 33870 FAX (863) 382-4531

SOUTHWIND ESTATES PHASE II

A portion of Section 11, Township 37 South, Range 29 East
Highlands County, Florida
AUGUST 27, 2001

GENERAL NOTES:

1) SYMBOL ▣ INDICATES PERMANENT REFERENCE MONUMENT.
2) SYMBOL ● INDICATES PERMANENT CONTROL POINT.
3) SYMBOL ○ INDICATES SET IRON ROD W/CAP STAMPED #LB-6017.
4) BEARINGS BASED ON THE WESTERLY BOUNDARY OF SOUTHWIND ESTATES PHASE 1 AS BEING S20°38'37"E.
5) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6) THERE SHALL BE A 7.5' UTILITY & DRAINAGE EASEMENT ALONG THE SIDE LOT LINES OF ALL LOTS, EXCEPTING LOT LINES WHERE MORE THAN ONE LOT IS USED AS A BUILDING SITE.
7) EACH LOT TO BE SERVICED BY INDIVIDUAL WELL AND SEPTIC TANK.



Location Sketch
SCALE: 1" = 2000'

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

MARY E. BAKER, TRUSTEE
P.O. BOX 98
LAKE PLACID, FL 33862
(ZONED R1A)

APPROVAL: COUNTY SURVEY MANAGER
STATE OF FLORIDA, COUNTY OF HIGHLANDS.

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

JACK S. LAPAOLA, P.S.M.
FLORIDA REGISTRATION NUMBER 2681

11/29/01
DATE APPROVED

LEGAL DESCRIPTION:

A PORTION OF SECTION 11, TOWNSHIP 37 SOUTH, RANGE 29 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE RUN SOUTH 89°58'15" WEST FOR A DISTANCE OF 1288.09 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CATFISH CREEK ROAD; THENCE RUN SOUTH 54°25'00" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1748.57 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE AND STILL ALONG SAID RIGHT-OF-WAY (CURVE HAVING FOR IT'S ELEMENTS A RADIUS OF 2237.47 FEET AND A CENTRAL ANGLE OF 14°55'23") A DISTANCE OF 582.76 FEET FOR POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT-OF-WAY LINE (CURVE HAVING FOR IT'S ELEMENTS A RADIUS OF 2237.47 FEET AND A CENTRAL ANGLE OF 19°41'53") A DISTANCE OF 769.23 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89°04'33" WEST AND STILL ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 115.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CATFISH CREEK; THENCE NORTH 47°05'27" WEST AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 31.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE IN A NORTHWESTERLY DIRECTION, ALONG SAID CURVE AND STILL ALONG SAID RIGHT-OF-WAY (SAID CURVE HAVING FOR IT'S ELEMENTS A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 08°52'00") FOR A DISTANCE OF 69.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°13'27" WEST A DISTANCE OF 235.00 FEET TO A POINT ON THE SHORELINE OF LAKE JUNE-IN-WINTER; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID SHORELINE A DISTANCE OF 984 FEET MORE OR LESS; THENCE SOUTH 20°39'37" EAST A DISTANCE OF 361 FEET MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 7.8 ACRES MORE OR LESS.

PARCEL NUMBER: C-11-37-29-A00-0012-0000

CERTIFICATE OF OWNERSHIP AND DEDICATION
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

KNOWN ALL MEN BY THESE PRESENTS THAT ELIZABETH M. SIMMONS FOR HERSELF AND AS ATTORNEY-IN-FACT FOR JOHN H.E. BAKER, II, AND MARY K. SEYMOUR, AND TIMOTHY C. BAKER, AND CAPT. GEORGE R. BAKER, THE OWNERS OF THE PROPERTY ENTITLED "SOUTHWIND ESTATES PHASE II", HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND MAPPED, CERTIFIES OWNERSHIP OF THE PROPERTY HEREON, PROVIDED SUCH ROADS AND EASEMENTS SHALL REVERT TO THE OWNERS OR THEIR SUCCESSORS IN THE EVENT SUCH ROADS AND EASEMENTS ARE VACATED, ABANDONED OR OTHERWISE CEASE TO BE USED AS PUBLIC THOROUGHFARES OR ARE DISCONTINUED BY LAW.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND CORPORATE SEAL THIS 20th DAY OF November A.D. 2001.

WITNESS Michael J. Brassard — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR JOHN H.E. BAKER, II (OFFICIAL RECORDS BOOK 1563, PAGE 25)
WITNESS Darcy A. King
WITNESS — ELIZABETH M. SIMMONS.
WITNESS Darcy A. King
WITNESS — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR MARY K. SEYMOUR (OFFICIAL RECORDS BOOK 1563, PAGE 27)
WITNESS Darcy A. King
WITNESS — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR TIMOTHY C. BAKER (OFFICIAL RECORDS BOOK 1563, PAGE 29)
WITNESS Darcy A. King
WITNESS — ELIZABETH M. SIMMONS, ATTORNEY-IN-FACT FOR CAPT. GEORGE R. BAKER (OFFICIAL RECORDS BOOK 1563, PAGE 31)
WITNESS Darcy A. King

ACKNOWLEDGMENT:
STATE OF FLORIDA New York } SS
COUNTY OF Orange }

I HEREBY CERTIFY THAT BEFORE ME PERSONALLY APPEARED ELIZABETH M. SIMMONS FOR HERSELF AND AS ATTORNEY-IN-FACT FOR JOHN H.E. BAKER, II, AND MARY K. SEYMOUR, AND TIMOTHY C. BAKER, AND CAPT. GEORGE R. BAKER, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THE EXECUTION THEREOF TO BE FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE THEREIN MENTIONED.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF November, 2001.

(SIGNATURE OF NOTARY PUBLIC-STATE OF FLORIDA)
Michael J. Brassard
(PRINT, TYPE, OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)
PERSONALLY KNOWN ___ OR
PRODUCED IDENTIFICATION X TYPE OF IDENTIFICATION PRODUCED Photo D/L Florida # 5372-333-57-917-0

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS 22nd DAY OF Nov A.D. 2001.

SIGNED _____ CHAIRMAN OF THE BOARD,
ATTEST _____ CLERK OF THE BOARD

BOARD OF COUNTY COMMISSIONERS SEAL

CERTIFICATE OF CLERK
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

I, L.C. "LUKE" BROOKER, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORD OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORD IN BOOK 16 OF PLATS AT PAGE 46 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEBRING, HIGHLANDS COUNTY, FLORIDA, THIS 29th DAY OF November A.D. 2001.

_____ CLERK OF THE CIRCUIT COURT.

CLERK OF CIRCUIT COURT SEAL HIGHLANDS COUNTY, FLORIDA

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA } SS
COUNTY OF HIGHLANDS }

I HEREBY CERTIFY THAT THIS PLAT ENTITLED "SOUTHWIND ESTATES PHASE II", COMPRISING ONE SHEET, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT IT COMPLIES WITH THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS' MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS DEFINED IN CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, FLORIDA STATUTES AND WITH THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN SET OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

SIGNATURE
GARY L. GERMAINE
FLORIDA PROFESSIONAL LAND SURVEYOR
NUMBER 3945
DATE 11/5/01

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BLVD. BUS. (863) 385-8856
SEBRING, FLORIDA 33870 FAX (863) 382-4531
(SEAL)

CERTIFICATE OF APPROVAL BY BOARD ATTORNEY
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

BOARD ATTORNEY — 11/29/01 DATE

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

COUNTY ENGINEER — 11/26/01 DATE

CERTIFICATE OF APPROVAL BY DEVELOPMENT SERVICES DIRECTOR
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

DEVELOPMENT SERVICES DIRECTOR — 11/29/01 DATE

PLAT BOOK 16 PAGE 46

FILE # 1172863 REC: Dec 05 2001 @ 09:33AM
L. E. "Luke" Brooker, Clerk Highlands County

Southwind Estates Ph II PB 16 - PG 46

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. Vacate Easement 423 Catfish Cr

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:

July 24, 2024, July 31, 2024

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

Janet Emerson

Sworn to and subscribed before me this 31st day of July 2024 by Janet Emerson, who is personally known to me.

Nancy Y Whirley, Customer Service Supervisor, Notary Number: HH 293555
Notary expires: July 26, 2026

00029927 00162182

POLSTON ENGINEERING
PO BOX 588
SEBRING, FL 33871

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

PUBLIC NOTICE OF INTENTION TO APPLY TO THE BOARD OF COUNTY COMMISSIONERS TO VACATE AN EASEMENT

Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of James R. Ridgely, III will on the 20th day of August, 2024, at 9:00 A.M., in the Board of County Commissioner s Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will vacate the drainage easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

THE WESTERN 1.5 FEET OF THE EASTERN 7.5 FOOT DRAINAGE AND UTILITY EASEMENT LOCATED ON THE EASTERN SIDE OF LOT 8, SOUTHWIND ESTATES, PHASE II, AS SHOWN IN PLAT BOOK 16, PAGE 46, IN THE RECORDS OF THE CLERK OF COURT OF HIGHLANDS COUNTY, FLORIDA, BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERN 100 FOOT RIGHT OF WAY LINE OF CATFISH CREEK ROAD AT THE EASTERN-MOST CORNER OF SAID LOT 8, THENCE FOLLOWING SAID RIGHT OF WAY LINE WESTERLY ON A CURVE CONCAVE TO THE NORTHWEST, AND ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°09'18", A CHORD BEARING OF S 77°08'07" W AND A CHORD DISTANCE OF 6.00 FEET, FOR AN ARC DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2237.47 FEET, A CENTRAL ANGLE OF 0°02'19", A CHORD BEARING OF S 77°13'56" W AND A CHORD DISTANCE OF 1.50 FEET, FOR AN ARC DISTANCE OF 1.50 FEET TO A POINT ON THE WESTERN EDGE OF THE 7.5 FOOT DRAINAGE AND UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ON A LINE PARALLEL WITH THE EASTERN LOT LINE OF LOT 8, N 20°14'39" W FOR A DISTANCE OF 263.35 FEET TO A POINT ON THE SOUTHERN EDGE OF A 15 FOOT ACCESS BUFFER, THENCE N 77°32'14" E ALONG SAID ACCESS BUFFER FOR A DISTANCE OF 1.50 FEET TO A POINT; THENCE S20°14'39"E, PARALLEL WITH AND 6 FOOT FROM THE EASTERN BOUNDARY OF LOT 8, FOR A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING.

PARCEL IDENTIFICATION: C-11-37-29-060-0000-0080

SITE ADDRESS: 423 CATFISH CREEK RD, LAKE PLACID, FL 33852

Persons interested may appear and be heard at the time and place specified above. Any person who might wish to appeal any decision made by the Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non discriminatory policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. "Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Sherri Bennett, ADA Coordinator at 863-402-6834 (Voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or email: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance of the meeting to permit coordination of the service."

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
July 24, 31, 2024

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Notice is hereby given that the Board of County Commissioners of Highlands County, Florida, upon petition of James R. Ridgely, III will on the **20th** day of **August, 2024**, at **9:00 A.M.**, in the Board of County Commissioner's Meeting Room at 600 South Commerce Avenue, Sebring, Florida, consider and determine whether the county will vacate the drainage easement described below and renounce and disclaim any rights of the County and the public in and to the road and easement in connection therewith. The easement is described as:

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BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA
CHAIRMAN
ATTEST: Jerome Kaszubowski,
Clerk of Circuit Court & Comptroller
July 24, 31, 2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2162, changing the Official Zoning Atlas for an approximate 0.52-acres from Business District with a Conditional Use (B-3 CU) to Business District (B-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning of two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres, from Business District with a Conditional Use (B-3 CU) to Business District (B-3).

Lot 2 is currently vacant and restricted to use as a parking lot by the existing CU designation. Lot 24 is used for warehouse storage/distribution, with the existing CU designation requiring a six-foot privacy fence and vegetative screening around a previously proposed storage area. The request is to effectively remove the conditional use restrictions that are no longer applicable, allowing for broader commercial uses under the B-3 zoning designation.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2162 as presented

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-171, P&Z 2162, changing the Official Zoning Atlas for two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres from Business District with a Conditional Use (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 1. Staff Report P&Z 2162 for BCC.pdf
2. Application P&Z 2162.pdf
Resolution PZ 2162 - Storage Fla.sgs.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 8/20/2024
Case Number: P&Z 2162	**Case Name:** Storage Florida, Inc. Rezone
Agent: Edward McDonald of Thomas Engineering Group, LLC	**Property Owners:** Storage Florida, Inc.
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres, from Business District with a Conditional Use (B-3 CU) to Business District (B-3)

General Location: Two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres, the two parcels being located on the south side of Columbus Street and north side of County Road 621, approximately 2.18 miles north of County Road 29, 0.72 miles southwest of Lake Istokpoga, 2.16 miles east of US 27 North, and 0.23 miles west of Highlands Lake Drive (County Road 619); the addresses of the two parcels being 1324 and 1390 CR 621 E, Lake Placid, Florida.

PARCEL ID: C-20-36-30-040-0020-0010 & C-20-36-30-040-0010-0070

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-171, P&Z 2162, changing the Official Zoning Atlas for two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres from Business District with a Conditional Use (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2162, changing the Official Zoning Atlas for two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres from Business District with a Conditional Use (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 9, 2024, DRAFT P&Z Minutes and Recommendation to the BCC: "7D. HEARING NUMBER P&Z 2162 – STORAGE FLORIDA, INC., C/O**

EDWARD MCDONALD OF THOMAS ENGINEERING GROUP, LLC Two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres, the two parcels being located on the south side of Columbus Street and north side of County Road 621, approximately 2.18 miles north of County Road 29, 0.72 miles southwest of Lake Istokpoga, 2.16 miles east of US 27 North, and 0.23 miles west of Highlands Lake Drive (County Road 619); the addresses of the two parcels being 1324 and 1390 CR 621 E, Lake Placid, Florida; and the individual lots legally described as follows: Lot 24 of Block 1, and Lot 2 of Block 2, both in Highlands Park Estates, Section D, according to the Plat thereof as recorded in Plat Book 4, Page 86 of the Public Records of Highlands County, Florida.

The applicant is requesting to remove existing conditional use designations through a zoning change from Business District with a Conditional Use (B-3 CU) to Business District (B-3). Mrs. Hunnicutt read the request and Mr. Garcia and Mr. McDonald presented the request. There were no letters received, and no one in the audience spoke for or against the request.

Motion by Mr. Youngman and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2162, changing the Official Zoning Atlas for two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres from Business District with a Conditional Use (B-3 CU) to Business District (B-3) referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres, from B-3 CU to B-3.

The B-3 Conditional Use (CU) designation applies to two specific lots within Highlands Park Estates, Section D:

- The CU associated with the Lot legally described as Lot 2, Block 2, Highlands Park Estates, Section D, according to the Plat thereof as recorded in Plat Book 4, Page 86 of the Public Records of Highlands County, Florida, restricts the use of the Lot to a parking lot only. Resolution No. 2000-101, which approved hearing number P&Z 1560 and assigned the B-3 CU designation, also mandates that Lots 2, 30, 31, and 32 of the aforementioned Block must be unified via a Unity of Title Agreement.

- The CU associated with the Lot legally described as Lot 24, Block 1, Highlands Park Estates, Section D, as recorded in Plat Book 4, Page 86 of the Public Records of Highlands County, Florida, requires the

installation of a six-foot privacy fence around the designated storage area, along with a vegetative screen. This requirement is stipulated in the Minutes of the Board of County Commissioners' Meeting held on May 26, 1987.

Though many of the existing commercial uses in this area pre-date the adopted Comprehensive Plan, the existing FLUM for the areas between Hallmark Avenue to Highlands Lake Drive reflect an established Commercial (C) land use pattern that would not be inconsistent with the Plan.

2. Notices to Surrounding Property Owners.

On June 24, 2024, notices were mailed to 88 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	Lot 2 - Vacant Lot 24 - Warehouse Storage/ Distribution	Both Lots - C	Both Lots - B-3 CU
Adjacent Property to the North	Lot 2 - Single Family Residences (SFRs) Lot 24 - Vacant	Medium Density Residential (RM)	Both Lots - Residential District (R-1)
Adjacent Property to the South	Lot 2 - Storage Facility Lot 24 - Vacant/ State-owned Land	Lot 2 - C Lot 24 - Conservation Management Lands (CM)	Lot 2 - B-3 Lot 24 - Limited Business District (B-2)
Adjacent Property to the East	Lot 2 - Vacant Lot 24 - Storage Facility	Both Lots - C	Both Lots - B-3
Adjacent Property to the West	Lot 2 - Vacant/RV and Boat parking Lot 24 - Vacant	C	B-3

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.242: Business District (B-3) and Section 12.05.292: Conditional Use District (CU).

Department Comments and Analysis of Petitioner's Proposal:

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

   Zoning Division: Staff has no objection to this request.

   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.

2. **The following Departments, Divisions, and Agencies offered no comment:** Natural Resources Division, Florida Department of Environmental Protection, Florida Department of Health, Highlands County Fire Rescue, and the Town of Lake Placid.

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

4. **Planning Division:** The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

   A. Natural Features Analysis:

   1. **Topography:** The topographic map depicts the subject properties as mostly level with an elevation of 90 - 95 feet.
   2. **Soils:** The soil underlying the sites are *Astatula and St. Lucie Sand, 0 to 8 percent slopes.*

      Astatula: The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. The potential for urban uses is high in this soil.

      St. Lucie: This soil is nearly level to moderately sloping, excessively drained, and generally located on high ridges and knolls in the ridge part of the county. The available water capacity is very low and permeability is very rapid.
   3. **Surface Waters:** The subject parcels have no surface water areas.
   4. **Vegetative Cover:** The sites have been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land includes existing warehouse facilities.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The sites have a zoning designation of B-3 CU.
4. **Proposed Zoning Designation:** The proposed zoning designation is B-3.
5. **Current Zoning Intensity:** The current zoning allows a maximum intensity of up to 0.70 FAR for offices.
6. **Proposed Zoning Intensity:** The proposed zoning allows a maximum intensity of up to 0.80 FAR for other commercial uses; for office uses, the FAR remains the same.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the sites to expand the existing warehouse/storage facility uses.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the sites contain Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3 of the Highlands County 2030 Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance (EC) for the portion of the properties that have not previously been cleared. However, per Section 12.12.605.B.1 of the LDRs, an exemption may be established.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the properties.
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 sites.
4. **Floodplains (FEMA designation):** The properties have 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 **12055C0387C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The properties are not located within any Military Airport Zones as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The properties are not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The properties are 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 properties will be served by on-site potable water (well) systems that will be designed to connect to a central water system when it becomes available.
2. **Central Wastewater:** The properties will be served by on-site wastewater treatment (septic) systems that will be designed to connect to a central wastewater treatment system when it becomes available.
3. **Solid Waste:** The properties will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The commercial sites have existing driveways on CR 621, to the south, and Columbus Street, to the north. Columbus street specifically serves as a local street serving the single-family residential uses to the north; CR 621 is a county-maintained rural major collector facility.
5. **Railroad Access:** The sites do not have any railroad access.
6. **Recreation:** Any project located along a proposed greenway, trails, and bikeway on the Highlands County's Parks and Recreation Master Plan shall meet the requirements of the County's Engineering Department. Per the adopted Parks and Recreation Master Plan, a proposed multi-use path is proposed along County Road 621.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **will be** required at the time of development.

F. **Schools:** The permitted uses within the Business District (B-3) zoning designation are commercial in nature. Any project development will not likely generate student impacts to the school district; school concurrency **is not** required, unless living space is proposed as accessory to the commercial operation.

G. **Airports:** The subject properties are located approximately 23.2 miles southeast of the Avon Park Executive Airport and 10.5 miles south of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the properties.

Conformity Finding: If approved, all future development actions for the properties shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order(s) 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 2162, amending the Official Zoning Atlas for two (2) individual lots within two (2) parcels (one lot in each parcel) totaling an approximate 0.52 acres from Business District with a Conditional Use (B-3 CU) to Business District (B-3) referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map

Exhibit 1:

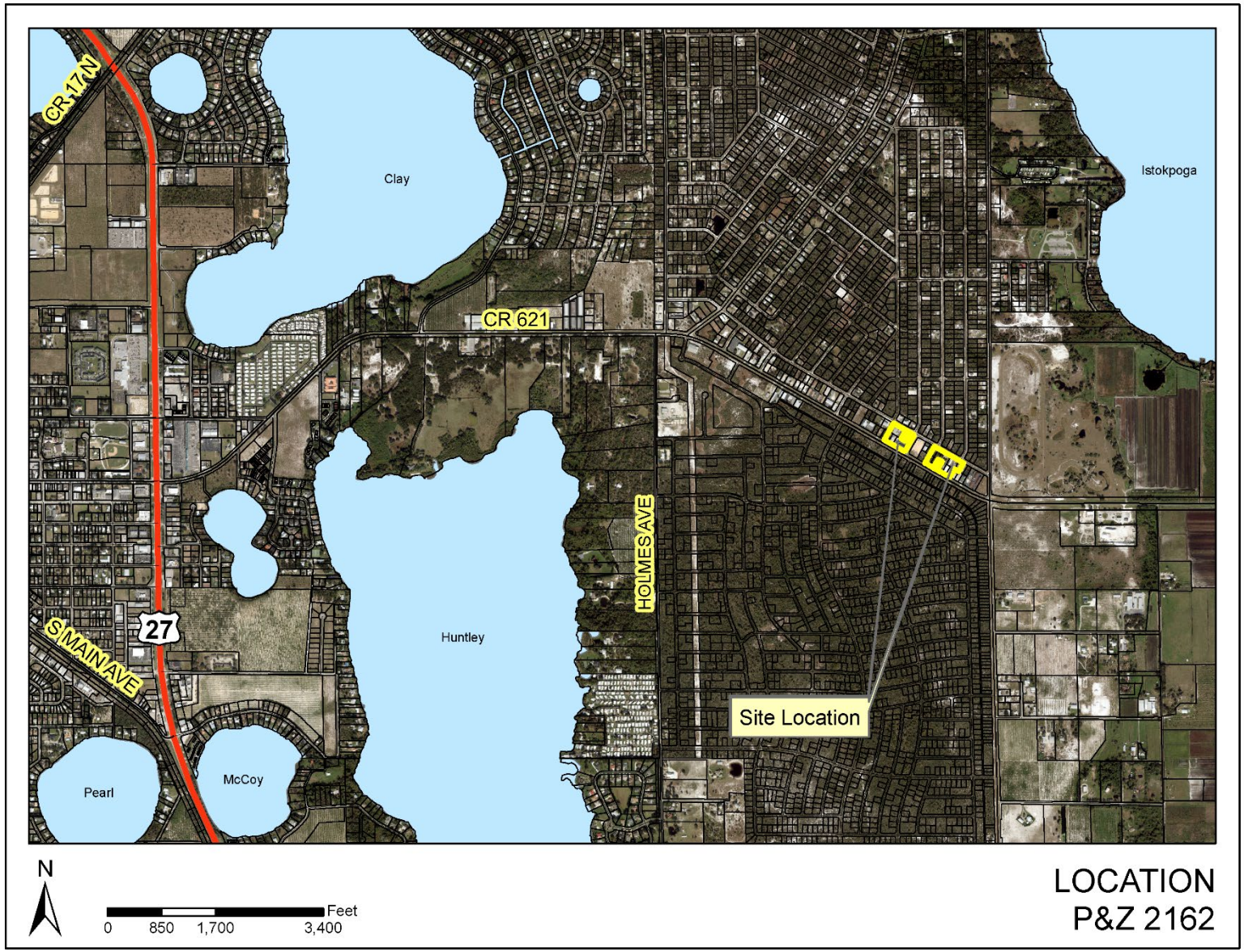

CR 17N
Clay
CR 621
Istokpoga
HOLMES AVE
27
S MAIN AVE
Huntley
Site Location
Pearl
McCoy
N
Feet
0
850
1,700
3,400
LOCATION
P&Z 2162

Exhibit 2:

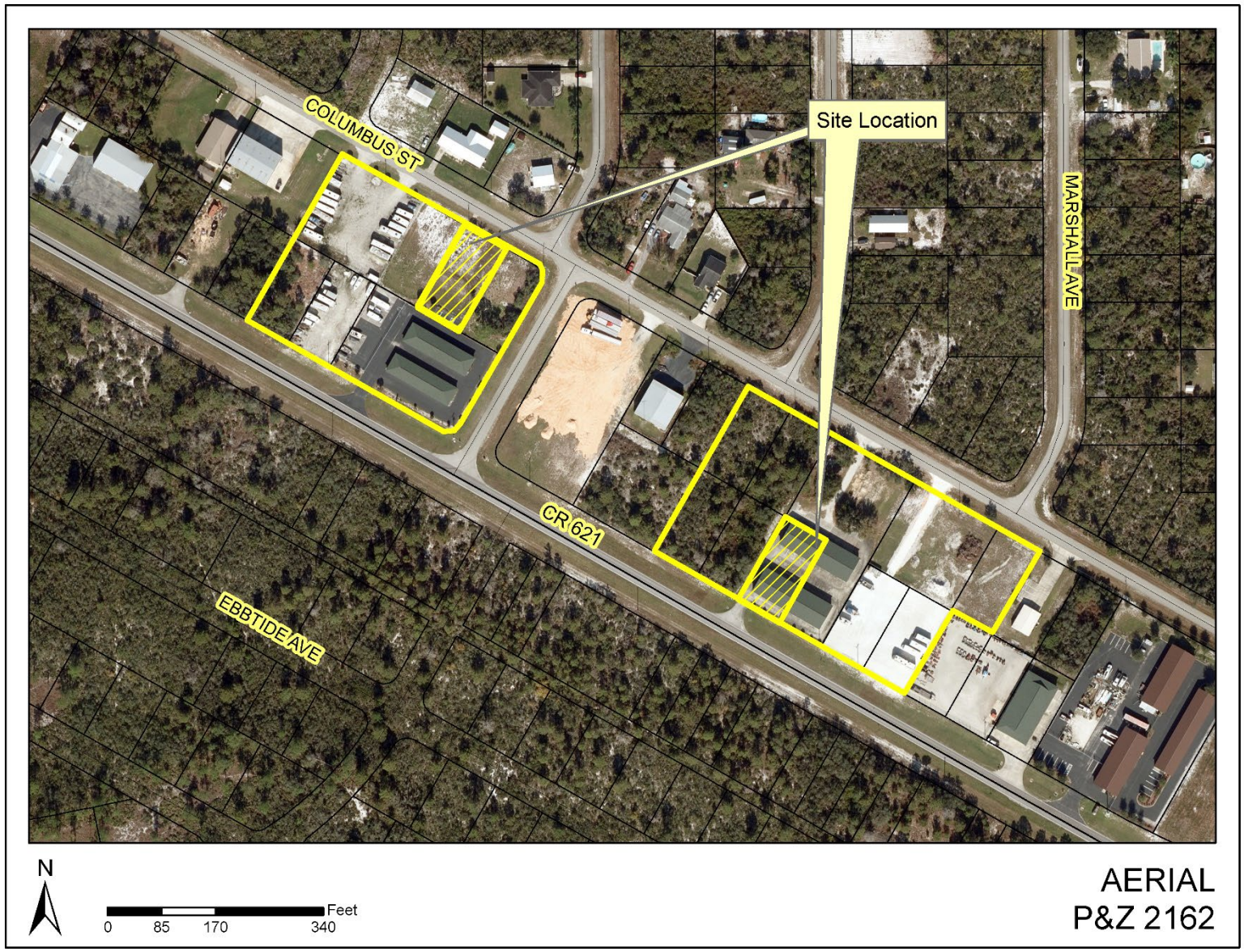

COLUMBUS ST
Site Location
MARSHALL AVE
CR 621
EBBTIDE AVE
N
0
85
170
340
Feet
AERIAL
P&Z 2162

Exhibit 3:

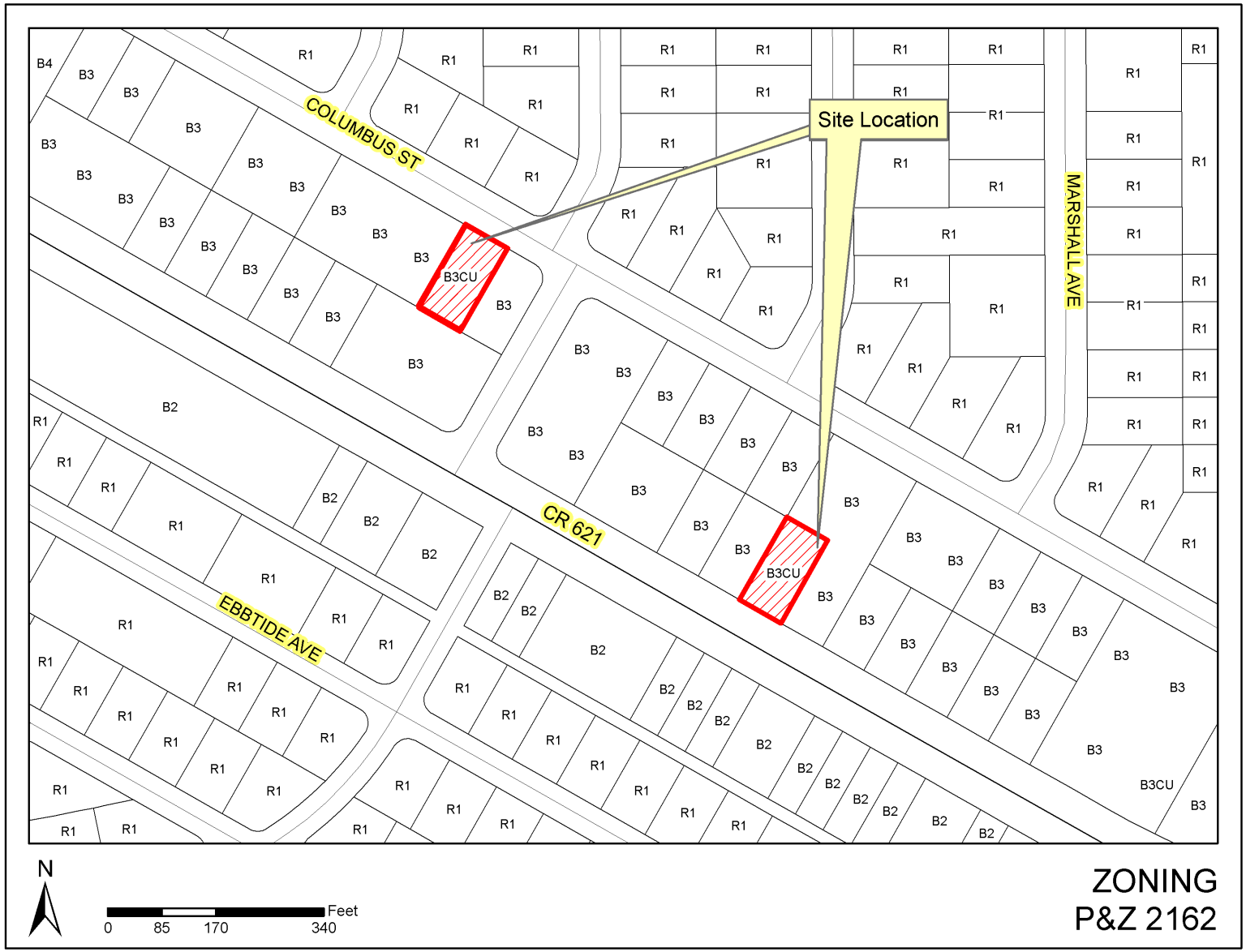

Site Location
COLUMBUS ST
MARSHALL AVE
CR 621
EBBTIDE AVE
B3CU
B3CU
N
0
85
170
340
Feet
ZONING
P&Z 2162

Exhibit 4:


Site Location
COLUMBUS ST
MARSHALL AVE
CR 621
EBBTIDE AVE
N
Feet
0
85
170
340
PROPOSED ZONING
P&Z 2162

Highlands County, Florida
Zoning Change Application

Zoning change from: B-3 CU
Zoning change to: B-3

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2162 / Project # 24050015 **Date of Application:** 5/17/2024
Amount of Fee: $ 1,950.00 **Receipt No.:** 4500000 1365 **Tax Map No.:** 159-C
Hearing Dates: LP: _____ **P&Z:** 7/09/2024 **BCC:** 8/20/2024

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 5/22/2024

****

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: Storage Florida, Inc. c/o Francois Audet
   Mailing Address: 2832 NE 35th St, Fort Lauderdale, FL
   Telephone No.: 418-951-2223 **E-Mail Address:** francoisaudet@groupepatrimoine.ca

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: Edward M. McDonald
   Mailing Address: 1502 W. Fletcher Ave, Suite 101, Tampa, FL 33612
   Telephone No.: 813.379.4100 **E-Mail Address:** emcdonald@thomaseg.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. Lot 24 of Block 1, and Lot 2 of Block 2, Highlands Park Estates, Section D, according to the Plat thereof as recorded in Plat Book 4, Page 86 of the Public Records of Highlands County, Florida

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-20-36-30-040-0010-0070 **STRAP #:**C-20-36-30-040-0020-0010
   STRAP #:C-____-____-____-_____-_____-_____ **STRAP #:**C-____-____-____-_____-_____-_____

5. **Street Address(es) of Property Covered by the Application:** 1390 and 1324 CR 621 E, Lake Placid, FL 33852

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B-3 CU **Existing Land Use Classification:** C
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 75 / 75 feet, (depth) 150 / 150 feet, street frontage 75 / 75 feet, water frontage na feet, **Total acres** 0.258 / 0.258
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? Lot 24, Block 1 on parcel C-20-36-30-040-0010-0070 has a block self storage building. No building on Lot 2, block 2.

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).: BLIVR 78-002

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	SFRs / Vacant	RM	R-1
South	Vacant	CM	B-2
East	varies	C	B-3
West	varies	C	B-3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Remove Conditional Use designation from two (2) Lots

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** NA Storage facility proposed on both parcels.

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) NA square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building NA divided by Parcel size _____ = FAR _____%

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ■No **If Yes,** the potable water system requirements will be accommodated by the _____ water system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ **Applicant's Initial**

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ■No

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

a. The facility has the designed capacity for pumping and treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ **Applicant's Initial**

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ■Yes ☐No _____ **Applicant's Initial**

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: n/a

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐Yes ■No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ■**No**

****

END OF APPLICATION

ATTACHMENTS:

1) Owner's Affidavit(s) or Corporation Affidavit
2) Agent's Affidavit(s)
3) Notarized authorization from each owner, as applicable (Form A)
4) Notarized authorization for agent to submit petition, as applicable (Form B)
5) Public Utility Information Request Format
6) Application Due Dates
7) Fee Schedule

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, François Audet, 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. FA

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: NICOLAS TREMBLAY

Print Name: Kevin Mandrini

Storage Florida Inc
a Florida corporation.
By: _____
Print Name: François Audet
Title: President

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 14 day of May, 2024, by AUDET FRANCOIS who is personally known by me [ ] or who has produced Driver Licence A 3303-110166-04, as identification and who did take an oath:

MARIA C PASSALACQUA
Notary Public-State of Florida
Commission # HH 435350
My Commission Expires
August 20, 2027

Signature

Maria Passalacqua
Print Name

Notary Public, State of Florida
My Commission Expires: August 20/27

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
STORAGE FLORIDA, INC.

Filing Information

Document Number	P23000010369
FEI/EIN Number	93-1340374
Date Filed	02/02/2023
Effective Date	02/02/2023
State	FL
Status	ACTIVE

Principal Address

888 SE THIRD AVE,
400
FORT LAUDERDALE, FL 33316

Mailing Address

888 SE THIRD AVE,
400
FORT LAUDERDALE, FL 33316

Registered Agent Name & Address

BEHAR, LARRY
888 SE THIRD AVE,
400
FORT LAUDERDALE, FL 33316

Officer/Director Detail

Name & Address

Title PRES

AUDET, FRANCOIS
888 SE THIRD AVE, SUITE 400
FORT LAUDERDALE, FL 33316

Annual Reports

Report Year	Filed Date
2024	02/06/2024

Document Images

Highlands County, Florida
Development Services Department Application

AGENT'S AFFIDAVIT

I, Edward M. McDonald, 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.

Edward M. McDonald
Print Name of Agent

Signature of Agent

1502 W. Fletcher Ave suite 101
Address: Number and Street (P.O. Box)

TAMPA, FL 33612
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, ~~this~~ 16th day of May, 2024 by Edward McDonald who is personally known by me ☐ or who has produced _____, as identification and ~~who did take an oath~~:

Signature

Kai Ricketts
Print Name

Notary Public, State of Florida
My Commission Expires: Oct 3, 2027

KAI RICKETTS
Notary Public - State of Florida
Commission # HH 450490
My Comm. Expires Oct 3, 2027
Bonded through National Notary Assn.

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 Thomas Engineering Group to be the applicant for this REZONING.

Francois Audet
Print Name of Owner

Signature of Owner

2832 NE 35th street, Fort Lauderdale Florida 33306
Address: Number and Street (P.O. Box)

Fort Lauderdale 33306
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 14 day of MAY, 2024 by Audet Francois who is personally known by me ☐ or who has produced Driver License A3303-110166-04, as identification and who did take an oath:

MARIA C PASSALACQUA
Notary Public-State of Florida
Commission # HH 435350
My Commission Expires
August 20, 2027

Signature

MARIA PASSALACQUA
Print Name

Notary Public, State of Florida
My Commission Expires: August 20/27

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 Thomas Engineering Group to be my agent for this application.

Storage Florida Inc
Print Name of Applicant

Signature of Applicant

2882 NE 35th Street Fort Lauderdale 33306 Florida
Address: Number and Street (P.O. Box)

Fort Lauderdale
City and State (Zip Code)

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 14 day of May, 2024, by Claudette Francois who is personally known by me [ ] or who has produced Driver License A3303-110106-04, as identification and who did take an oath:

MARIA C PASSALACQUA
Notary Public-State of Florida
Commission # HH 435350
My Commission Expires
August 20, 2027

Signature

Maria Passalacqua
Print Name

Notary Public, State of Florida
My Commission Expires: August 20/27

THOMAS ENGINEERING GROUP

THOMAS ENGINEERING GROUP
1502 W. FLETCHER AVENUE, SUITE 101
TAMPA, FL 33612
P: 813-379-4100
WWW.THOMASENGINEERINGGROUP.COM

May 16, 2024

Highland County
Zoning Division
501 S Commerce Ave
Sebring, FL 33870

RE: Storage Florida – Letter of Availability – Water & Wastewater
Parcel ID #: C-20-36-30-040-0010-0070 & C-20-36-30-40-0020-0010

Per correspondence from the county and the pre application meeting with staff held on May 9, 2024, there are no water or wastewater facilities in the area to serve this property. The current businesses operating on these sites utilize well and septic systems for potable water and sewer. Please accept this letter as confirmation that no water & sewer is available at these site locations and that the proposed self-storage enhancements will continue to use well and septic.

Sincerely,
THOMAS ENGINEERING GROUP

Edward M. McDonald, PE
Principal

No action was taken on additional duties and responsibilities of Administrative Assistant.

Commissioner Arant made a motion, Commissioner Bigbie seconded the motion to approve the following Budget Amendments:

Fund 05
From account #9990-580-930, $10,000.00 to account #2322-516.312
From account #2670-519.640, $4,417.00 to account #2670-519.620,
From account #2671-519.640, $533.00 to account #2670-519.620.
From account #3439-524.520, $600.00 to account #3439-524.470
From account #5102-562.430, $4,800.00, and from account #5102-562.490, $9,809.00 to account #5102-562.440, $14,609.00
From account #9990-580.930, $32,089.00 to the following accounts:

Account #2105-513.320, $9,589.00, account #2322-516.319, $1,000.00
Account #5105-526.640, $20,000.00, and to account #3439-524.130, $1,500.00.

Increase Revenue account #359.100, $20,803.00, increase Expenditure account #2558-513.640, $6,400.00 and account #9990-580.930, $14,403.00.

Fund 110
From account #4101-541.640, $1,300.00 to account #4104-541.640.

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

The Administrative Assistant requested the Board's permission to use the Hannum property on South Fernleaf to house the employees working on the E911 System, and to be allowed to buy an Air Conditioner and have the Utility Service hooked up and to approve a budget amendment to take care of cost involved.

Commissioner Bigbie made a motion, Commissioner Howerton seconded the motion to approve request of Administrative Assistant. Upon roll call, all Commissioners voted aye. The motion carried.

The meeting adjourned at 12:53 P. M.

_____
Chairman

ATTEST: _____
Clerk

****

SPECIAL MEETING OF THE BOARD, MAY 26, 1987

The meeting was called to order at 9:00 A. M. with the following members present:

C. D. Boring
Gene Bigbie
C. F. Howerton
Carl P. Arant
Archie Summers
Earl Rich
Cecil P. Skipper
Robert Dunty
James M. Pyle

The meeting opened with a prayer by Commissioner Carl Arant.

This being the time and place, a Public Hearing was held to consider the following re-zoning applications:

HEARING # 1064 - JOHN S. & NORMA J. SPRINGER & DR. & MRS. SILVIO PAGE Requesting a zoning change from R-3 to B-3. Desire for a Shopping Center, Office Plaza and Wholesale Distribution Center.

Commissioner Arant made a motion, Commissioner Summers seconded the motion to approve. Upon roll call, all Commissioners voted aye. The motion carried.

HEARING #1066 - C. G. CANEVARI, HIGHLANDS PARK ESTATES, SECTION D. Requesting a zoning change from B-2 to B-3. Desire for construction of a showroom and warehouse combination with some rear fenced in yard. Contiguous to B-3.

Commissioner Bigbie made a motion, Commissioner Howerton seconded the motion to approve with conditional use of a six foot privacy fence on the area that will be for storage, including a vegatative screen and architect of structures compatible to existing buildings. Upon roll call, all Commissioners voted aye. The motion carried.

HEARING #1067 - PIONEER REALTY & DEVELOPMENT, INC.
Requesting a zoning change from R-1-A to R-3, CU. Desire for construction and operation of an adult living congregate facility.

Commissioner Arant made a motion, Commissioner Summers seconded the motion to table. Upon roll call, all Commissioenrs voted aye. The motion carried.

HEARING #1068 - BRIAN YACOBONI. LOT 24, BLOCK 1 HIGHLANDS PARK EST SECTION D
Requesting a zoning change from B-2 to B-3. Desire to build warehouses. Desire for equipment repair and over-night parking of equipment.

Commissioner Arant made a motion, Commissioner Bigbie seconded the motion to approve to B-3, conditional use for a six foot privacy fence on the area that will be for storage including a vegetative screen. Upon roll call, all Commissioenrs voted aye. The motion carried.

HEARING #1069 - ALLISON W. REPETTO (Gary Blackman)
Requesting a zoning change from CG-2 to AU.

Commissioner Howerton made a motion, Commissioner Arant seconded the motion to approve. Upon roll call, all Commissioners voted aye. The motion carried.

HEARING #1070 - DANIEL A. WIRICK, SR.
Requesting a zoning change from B-2 to B-3. Desire for warehouse rental, automotive repair shop and nursery.

Commissioner Arant made a motion, Commissioner Howerton seconded the motion to approve with a conditional use of a six foot high privacy fence on the area that will be for storage including a vegetating screen. Upon roll call, all Commissicners voted aye. The motion carried.

HEARING #1071 - TRUST OF FRED W. JR. AND ELLEN B. CROCKETT
Requesting a zoning change from AU to R-3. Desire to build a house with two adjoining apartments (Tri-plex).

Commissioner Arant made a motion, Commissioner Howerton seconded the motion to approve with conditional use only of the tri-plex as designed. Upon roll call, all Commissioners voted aye. The motion carried.

Commissioner Bigbie made a motion, Commissioner Arant seconded the motion to adopt a Proclamation declaring the week of June 7-13, 1987 as Avon Park High School Baseball Week, to honor the team and Coaches for capturing the "Red Devils" eighth baseball championship.

Upon roll call, all Commissioners voted aye. The motion carried.
See Res. Book 6 Page 183.

Commissioner Summers made a motion, Commissioner Arant seconded the motion to delay a firm commitment on requested work at the Sebring Airport after Budget Hearings are final. Upon roll call, all Commissioners voted aye. The motion carried.

Commissioner Bigbie made a motion, Commissioner Arant seconded the motion to approve to waive the agenda. Upon roll call, all Commissioners voted aye. The motion carried.

Commissioner Bigibe made a motion, Commissioner Howerton seconded the motion to approve to instruct architect to add an additional 6 x 40 feet on the Enviromental Unit of the New Health Department Building. Upon roll call, all Commissioners voted aye. The motion carried.

Commissioner Arant made a motion, Commissioner Summers seconded the motion to approve to waive the agenda. Upon roll call, all Commissioners voted aye. The motion carried.

Commissioner Arant made a motion, Commissioner Summers seconded the motion to allow Crystal Lake to set up (12) additional models without a permit and to extend the first commitment for two additional weeks. Upon roll call, all Commissioners voted aye. The motion carried.

RESOLUTION NO. 2000- 101

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 27th day of June, 2000; 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 not consistent with the Highlands County Comprehensive Plan, but will be consistent if Plan Amendment Case No. CPA - 00-140SS Highlands County Ordinance 2000-___becomes effective according to law.

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 Lots 30, 31, 32, Block 2, Highlands Park Estates, Section D as recorded in Plat Book 4, Page 86 of the Public Records of Highlands County, Florida, and as follows:

Parcel ID # C-20-36-30-040-0020-0300 and C-20-36-30-040-0020-0320

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 12-95, B-2 (Limited Business district) to Section 12-96, B-3 (Business district).

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 Lot 2, Block 2, Highlands Park Estates, Section D as recorded in Plat Book 4, Page 86 of the Public Records of Highlands County, Florida. The Conditional Use (CU) being a parking lot. and as follows:

Parcel ID # C-20-36-30-040-0020-0020

SECTION 2. Adoption. The official zoning atlas of Highlands County, Florida, is amended and adopted to provide as follows: Changing the above described property from Section 12-95, B-2 (Limited Business district) to Sections 12-96 and 12-99, B-3 CU (Business district with a Conditional Use district). The Conditional Use being a parking lot. The applicant shall execute a Declaration of Unity Title Agreement for all above said lots.

SECTION 3. 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.

SECTION 4. 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 5. Effective Date. This Resolution shall take effect immediately after Highlands County Ordinance 2000-____ becomes effective according to law.

DONE AND ADOPTED this 27th day of June, 2000.

Board of County Commissioners
Highlands County, Florida

David W. Flowers, Chairman

(SEAL)

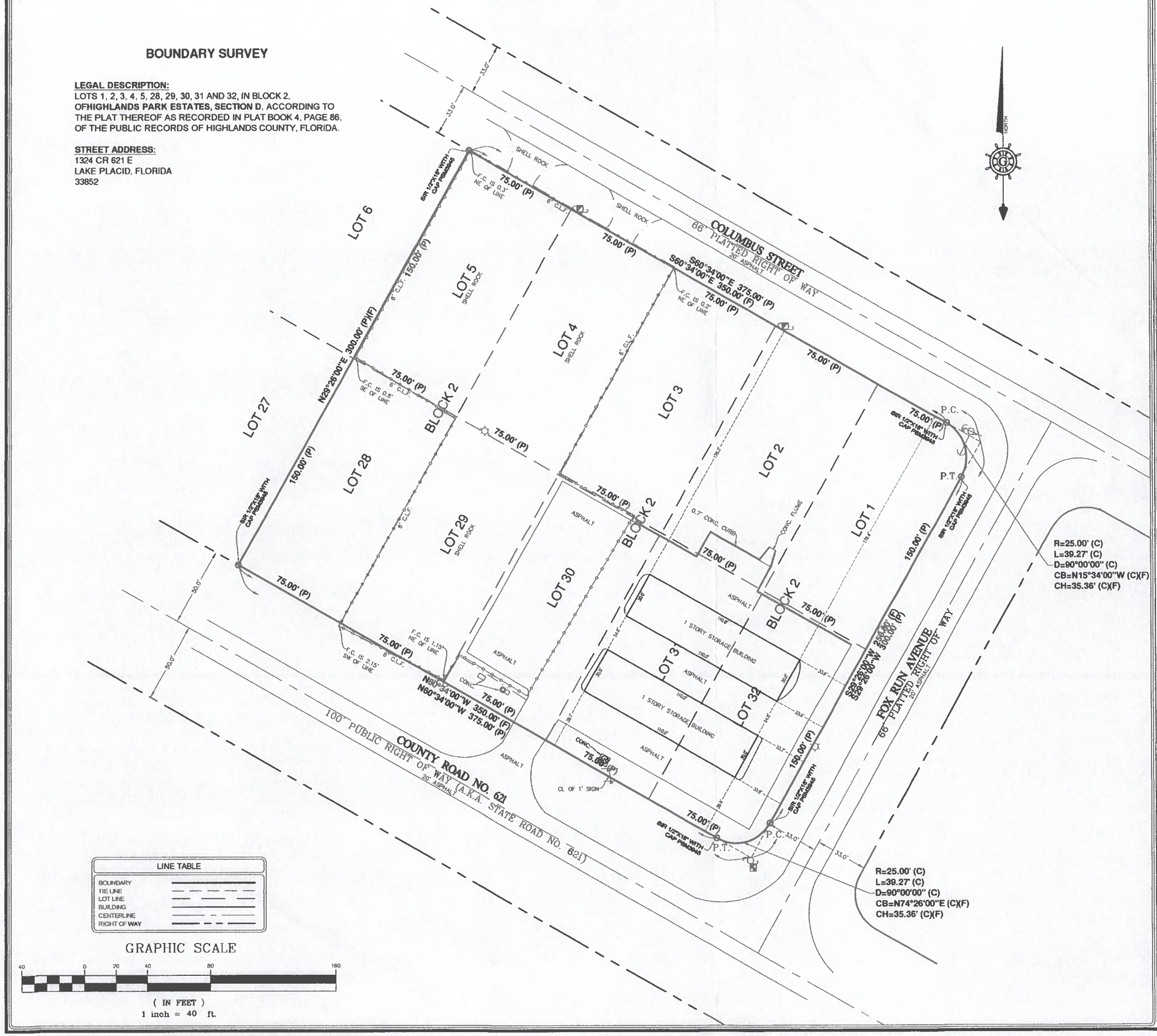
ATTEST:

L. E. "Luke" Brooker, Clerk

BOUNDARY SURVEY

LEGAL DESCRIPTION:
LOTS 1, 2, 3, 4, 5, 28, 29, 30, 31 AND 32, IN BLOCK 2, OF **HIGHLANDS PARK ESTATES, SECTION D**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 86, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

STREET ADDRESS:
1324 CR 621 E
LAKE PLACID, FLORIDA
33852



LINE TABLE	
BOUNDARY	
TIE LINE	
LOT LINE	
BUILDING	
CENTERLINE	
RIGHT OF WAY	

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

GERMAINE SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KENILWORTH BOULEVARD, SEBRING, FLORIDA 33870
PHONE: 863-385-6950, FAX: 863-382-4531
EMAIL: INFO@GERMAINESURVEYING.COM
WEBSITE: GERMAINESURVEYING.COM

CLIENT: STORAGE FLORIDA, INC

JOB NO.: 666-23	SCALE: 1" = 40'
TASK NO.: 001	DRAWN BY: JTA
SURVEY DATE: 1-5-2024	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
FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER
REGISTRATION #3945
1/9/24
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 #6017

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 NORTH RIGHT OF WAY LINE OF STATE ROAD NO 621 AS BEING N60°34'00"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
(PROP.)	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

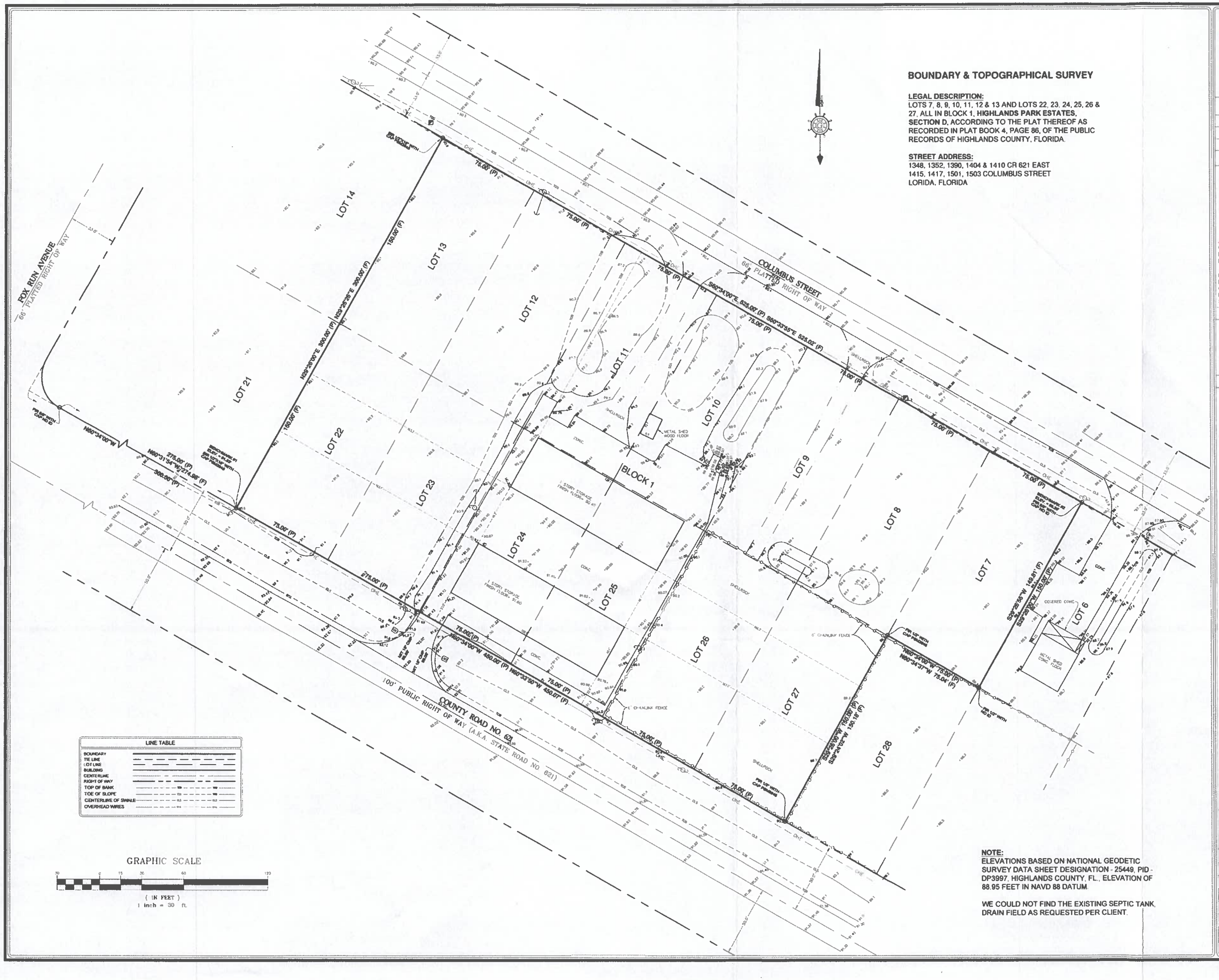
- SIGN (AS NOTED)
- MONITORING WELL
- BACK FLOW PREVENTER
- WATER METER
- STORM DRAIN MANHOLE
- STORM DRAIN INLET
- FLAG POLE
- WATER VALVE
- FIRE HYDRANT
- METER POST
- POWER POLE
- LIGHT POLE
- GUY WIRE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC VAULT
- ELECTRIC BOX
- TRANSFORMER
- AIR CONDITIONER 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	
4	
5	

SHEET 1 OF 1


FOX RUN AVENUE
66' PLATTED RIGHT OF WAY
COLUMBUS STREET
66' PLATTED RIGHT OF WAY
COUNTY ROAD NO. 621
100' PUBLIC RIGHT OF WAY (A.K.A. STATE ROAD NO. 821)
LOT 14
LOT 13
LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
BLOCK 1
N60°34'00"W 275.00' (P)
N60°31'34"W 274.98' (F)
N60°34'00"W 300.00' (P)
N29°26'00"E 300.00' (P)
N29°26'26"E 300.00' (F)
150.00' (P)
S60°34'00"E 525.00' (P)
S60°33'35"E 525.02' (F)
75.00' (P)
N60°34'00"W 450.00' (P)
N60°33'35"W 450.07' (F)
S29°26'00"W 150.00' (P)
S29°26'26"W 150.00' (F)
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N60°34'37"W 75.04' (F)
S29°26'00"W 150.00' (P)
S29°26'26"W 149.91' (F)
S29°26'00"W 149.92' (P)
S29°26'26"W 150.00' (F)
S29°26'00"W 150.00' (P)
S29°24'02"W 150.00' (F)
PK NAIL WITH CAP "LB 6"
PK NAIL WITH CAP "PSM 3945"
PK NAIL WITH CAP "PSM 3945"
PK NAIL WITH CAP "PSM 3945

RESOLUTION NO. 23-24-171

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR TWO (2) INDIVIDUAL LOTS LOCATED WITHIN THOSE PARCELS IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID#S C-20-36-30-040-0020-0010 AND C-20-36-30-040-0010-0070; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of those parcels of land identified by the Highlands County Property Appraiser through Parcel ID#s C-20-36-30-040-0020-0010 and C-20-36-30-040-0010-0070 ("Property"), has requested a change to the existing zoning classification on one lot contained within each parcel of the Property for the specific purposes of furthering commercial development objectives; and

WHEREAS, the County has determined that the proposed zoning change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

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

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed zoning change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed zoning change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and

comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for Lot 24 located within Parcel ID# C-20-36-30-040-0010-0070, of the Property and Lot 2 located within Parcel ID# C-20-36-30-040-0020-0010, of the Property as so identified by the Highlands County Property Appraiser and as more particularly described as:

C-20-36-30-040-0010-0070
Lot 24 of Block 1, Highlands Park Estates, Section D, according to the Plat thereof as recorded in Plat Book 4, Page 86, of the public records of Highlands County, Florida; and

C-20-36-30-040-0020-0010
Lot 2 of Block 2, Highlands Park Estates, Section D, according to the Plat thereof as recorded in Plat Book 4, Page 86, of the public records of Highlands County, Florida; and

is hereby changed from Business District with a Conditional Use (B-3 CU) to Business District (B-3).

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Business District, B-3.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2162, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 20th day of August 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER: **Sergio Garcia, Planner II**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2163, changing the Official Zoning Atlas for an approximate 1.26-acre parcel, from Agricultural District (AU) to Business District (B-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning for an approximate 1.26-acre parcel, from Agricultural District (AU) to Business District (B-3).

The parcel is vacant of structures and is clear of its native vegetation. At the time of development, the Applicant intends to combine this parcel with the abutting parcel to the west to erect a storage structure for building materials to serve the existing business. The existing building on the adjacent parcel is currently served by off-site central facilities; however, the proposed development project is not anticipated to require central water or wastewater services.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2163 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-172, P&Z 2163, changing the Official Zoning Atlas for an approximate 1.26 acres from Agricultural District (AU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 1. Staff Report P&Z 2163 for BCC.pdf
2. Application P&Z 2163 for BCC.pdf
3. Resolution P&Z 2163 for BCC.pdf

HIGHLANDS COUNTY
PLANNING & ZONING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 8/20/2024
Case Number: P&Z 2163	**Case Name:** Highlands Properties, LLC Rezone
Agent: Jeff Kennedy and/or Dana Riddell	**Property Owners:** Highlands Properties, LLC
Public Hearing: BCC	**Case Staff Member:** Sergio Garcia

Request: Rezone an approximate 1.26-acre parcel, from Agricultural District (AU) to Business District (B-3)

General Location: An approximate 1.26-acre parcel located approximately 0.06 miles south of Youth Care Lane, 0.05 miles east of Sebring Parkway (S Highlands Avenue), 0.41 miles north of Desoto Road, and 0.88 miles west of DeSoto City Road; the address being 2410 S Highlands Avenue, Sebring, Florida.

Parcel ID: C-33-34-29-080-0000-0462

Staff Recommendation and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-172, P&Z 2163, changing the Official Zoning Atlas for an approximate 1.26 acres from Agricultural District (AU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2163, changing the Official Zoning Atlas for an approximate 1.26 acres from Agricultural District (AU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 9, 2024, DRAFT P&Z Minutes and Recommendation to the BCC: "7E. HEARING NUMBER P&Z 2163 – HIGHLANDS PROPERTIES, LLC, C/O DANA RIDDELL AND JEFF KENNEDY** An approximate 1.26-acre parcel, located approximately 0.06 miles south of Youth Care Lane, 0.05 miles east of Sebring Parkway (S Highlands Avenue), 0.41 miles north of Desoto Road, and 0.88 miles west of DeSoto City Road; the address being 2410 S Highlands Avenue, Sebring, Florida; and legally described as follows: The East ½ of the North ½ of the South ½ of Farm Tract 46 in Section 33, Township 34 South, Range

29 East of Lake View Park Subdivision, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

The applicant is requesting a zoning change from Agricultural District (AU) to Business District (B-3). Mrs. Hunnicutt read the request, and Mr. Garcia and Mr. Kennedy presented the request. There were no letters received, and no one in the audience spoke for or against the request.

Motion by Mr. Boring and seconded by Mr. Youngman to Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2163, changing the Official Zoning Atlas for an approximate 1.26 acres from Agricultural District (AU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 7-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 1.26-acre parcel, from AU to B-3.

The parcel is vacant of structures and is clear of its native vegetation. At the time of development, the Applicant intends to combine this parcel with the abutting parcel to the west to erect a storage structure for building materials to serve the existing business. The existing building on the adjacent parcel is currently served by off-site central facilities; however, the proposed development project is not anticipated to require central water or wastewater services.

There is no companion request for a Future Land Use Map (FLUM) Amendment. The underlying FLUM designation of Commercial/Industrial (CI) is consistent with the proposed rezone.

2. Notices to Surrounding Property Owners.

On June 22, 2024, notices were mailed to 10 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	Vacant	CI	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the North	Automobile Repair/Tire Shop	Commercial (C)	Business District (B-3)
Adjacent Property to the South	Single Family Residence & Vehicle Service Shop	C	B-3
Adjacent Property to the East	Groves/Orchards	Commercial with Site-specific Conditions	B-3
Adjacent Property to the West	Construction Office	C	B-3

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.8, Commercial/Industrial (CI).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU); and Section 12.05.242: Business District (B-3).

Department Comments and Analysis of Petitioner's Proposal:

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

Zoning Division: Staff has no objection to this request.

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.

2. The following Departments, Divisions, and Agencies offered no comment: Natural Resources Division, Florida Department of Environmental Protection, Florida Department of Health, and Highlands County Fire Rescue.

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

4. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 120 and 130 feet.
2. **Soils:** The soil underlying the site is Astatula Sand, 0 to 8% slopes. The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained. A slight limitation for most urban uses can be overcome with adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has not been fully cleared of its native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant. The site has not been cleared.
2. **Vesting Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of AU.
4. **Proposed Zoning Designation:** The proposed zoning designation is B-3.
5. **Current Zoning Population Yield:** Due to the inconsistent land use designation of CI, the current population yield of the AU district is 0 persons.
6. **Proposed Intensity:** The proposed zoning of B-3 would allow a maximum of 0.8 FAR for mixed uses.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site for a storage facility to support the existing commercial operation located on the westerly adjacent parcel.

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. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0231C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.

6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will not require central potable water.
2. **Central Wastewater:** The property will not require a central wastewater system.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site currently does not have direct access onto a roadway facility; however, the driveway location will be formally determined during the commercial site review process.
5. **Railroad Access:** The site is separated from the South-Central Florida Express railroad tracks by Sebring Parkway. The site does not have direct access to these tracks.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Schools: The permitted uses within the Commercial Future Land Use designation are commercial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

F. Airports: The subject property is located approximately 9.3 miles southeast of the Avon Park Executive Airport and 5.1 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 Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

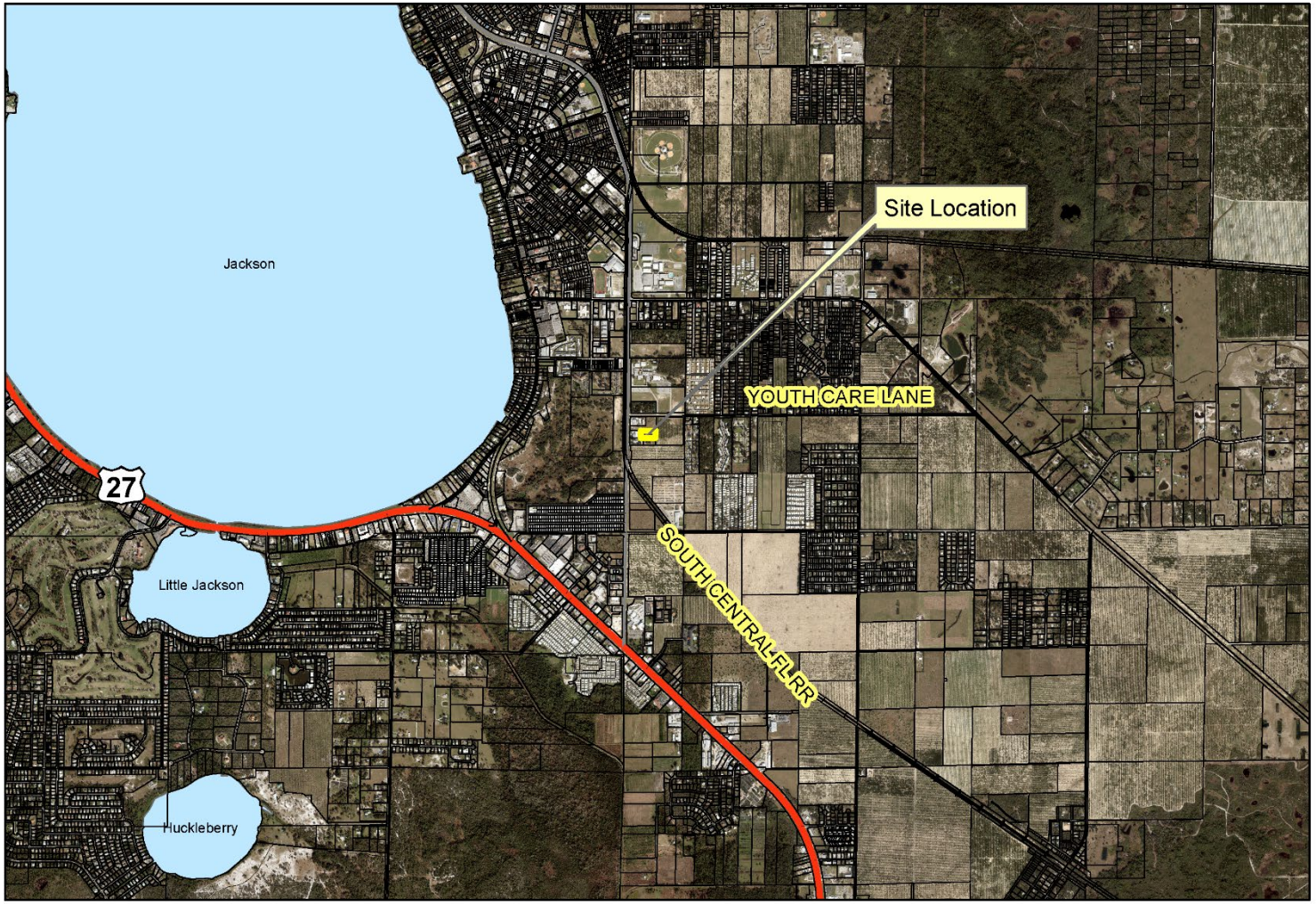
Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning & 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 2163, changing the Official Zoning Atlas for an approximate 1.62 acres from Agricultural District (AU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: FLUM Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map

Exhibit 1:



LOCATION
P&Z 2163

Exhibit 2:

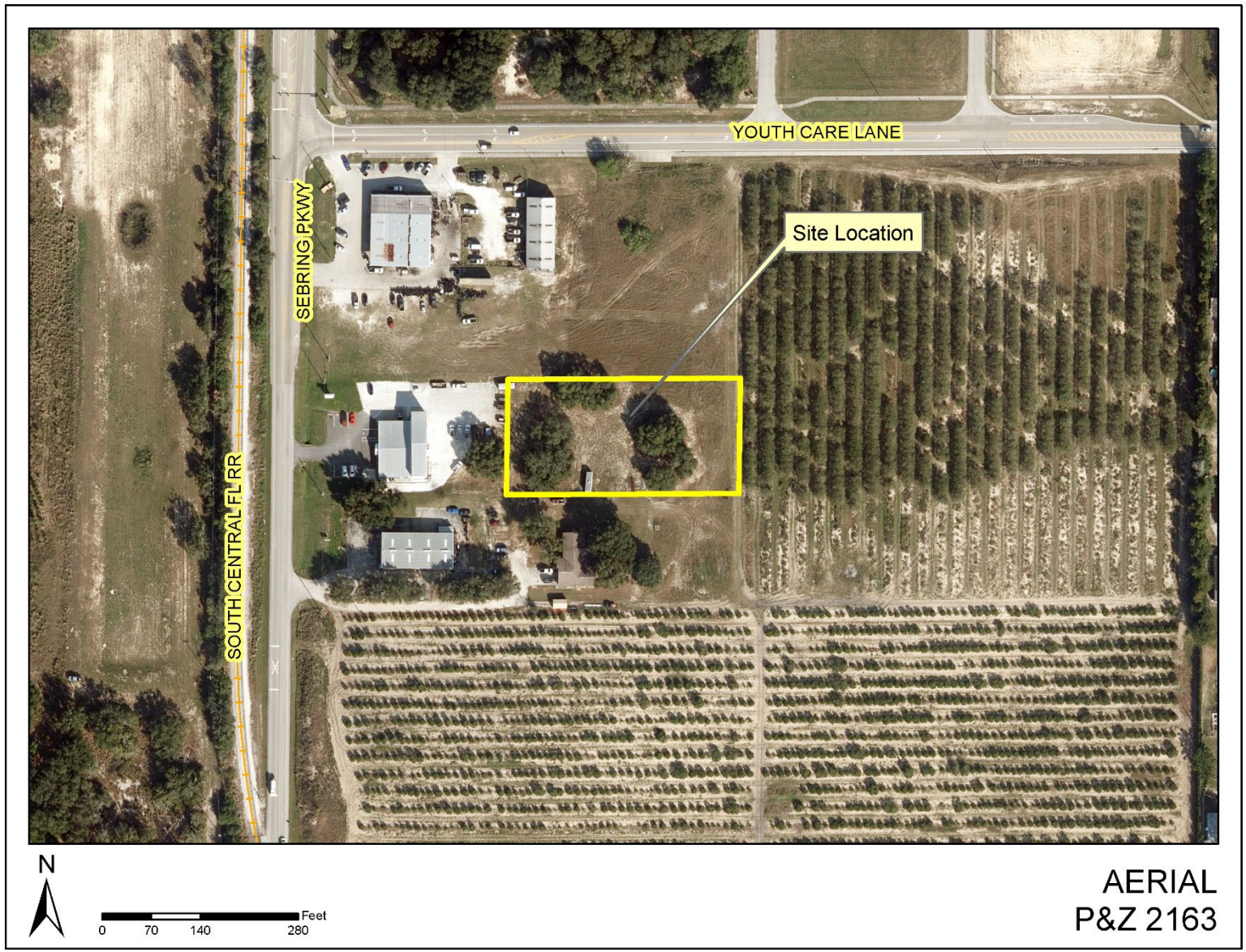

YOUTH CARE LANE
SEBRING PKWY
Site Location
SOUTH CENTRAL FL RR
N
0
70
140
280
Feet
AERIAL
P&Z 2163

Exhibit 3:

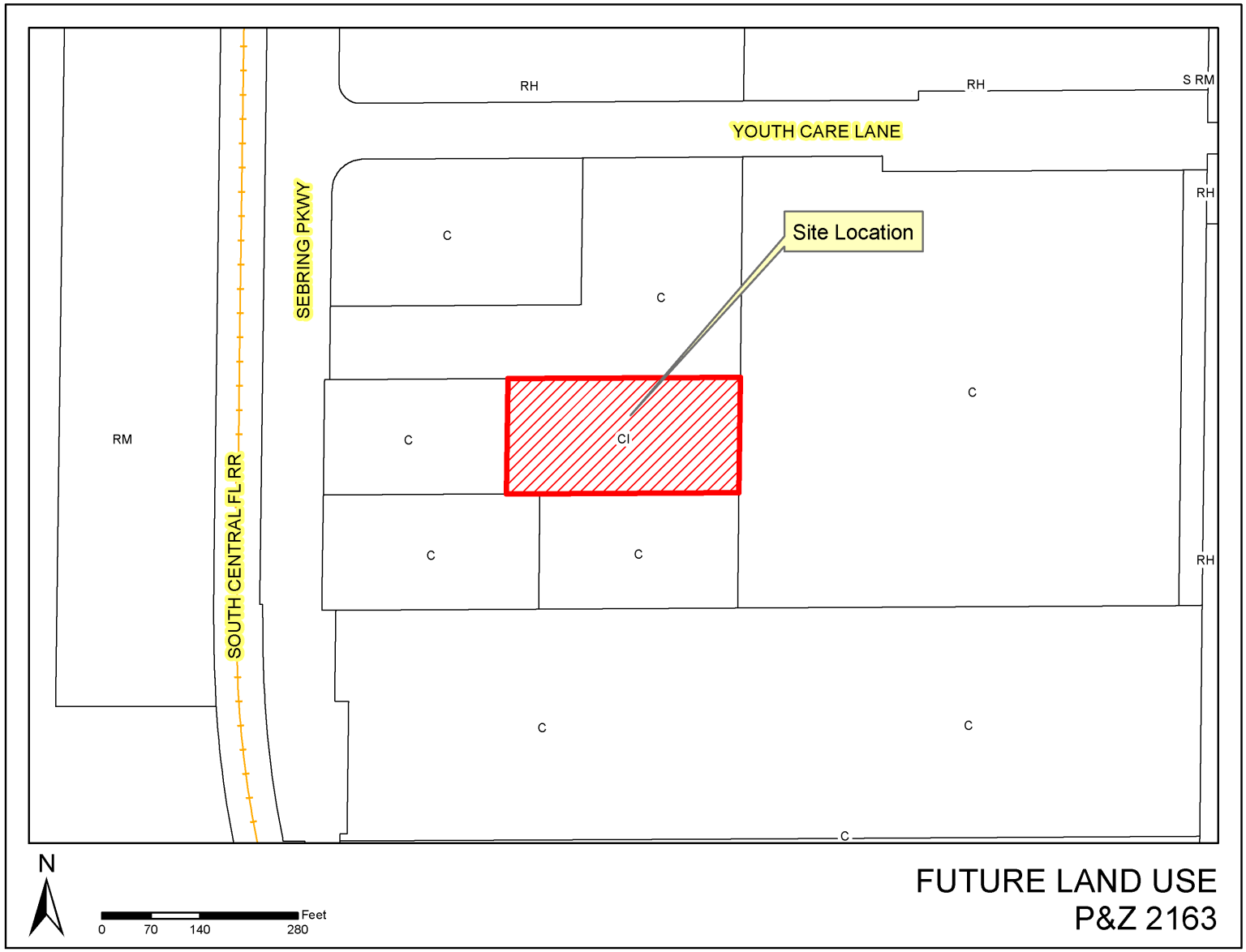

RH
RH
S RM
YOUTH CARE LANE
SEBRING PKWY
Site Location
RH
C
C
C
C
CI
C
RM
SOUTH CENTRAL FL RR
C
C
RH
C
C
C
N
Feet
0
70
140
280
FUTURE LAND USE
P&Z 2163

Exhibit 4:

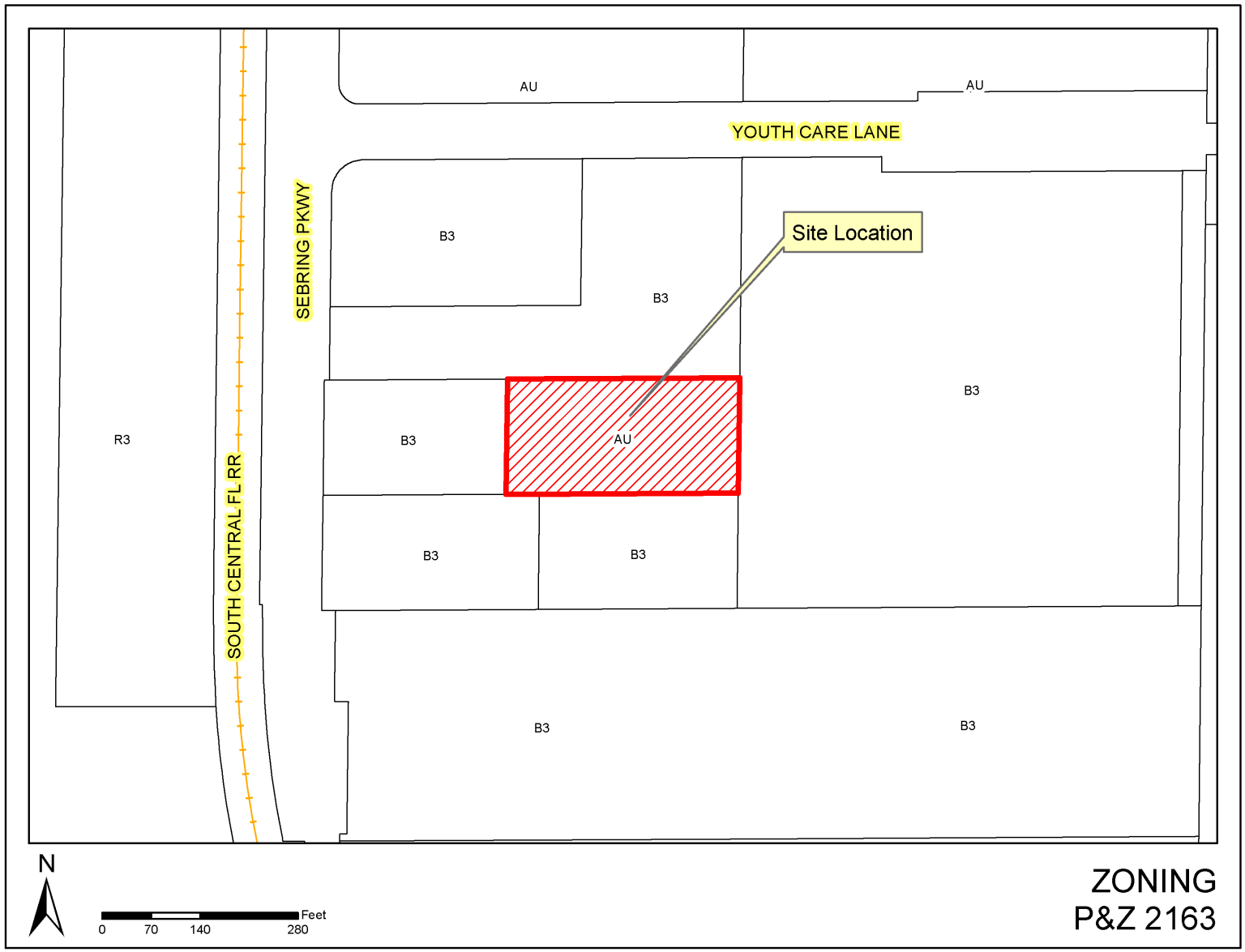
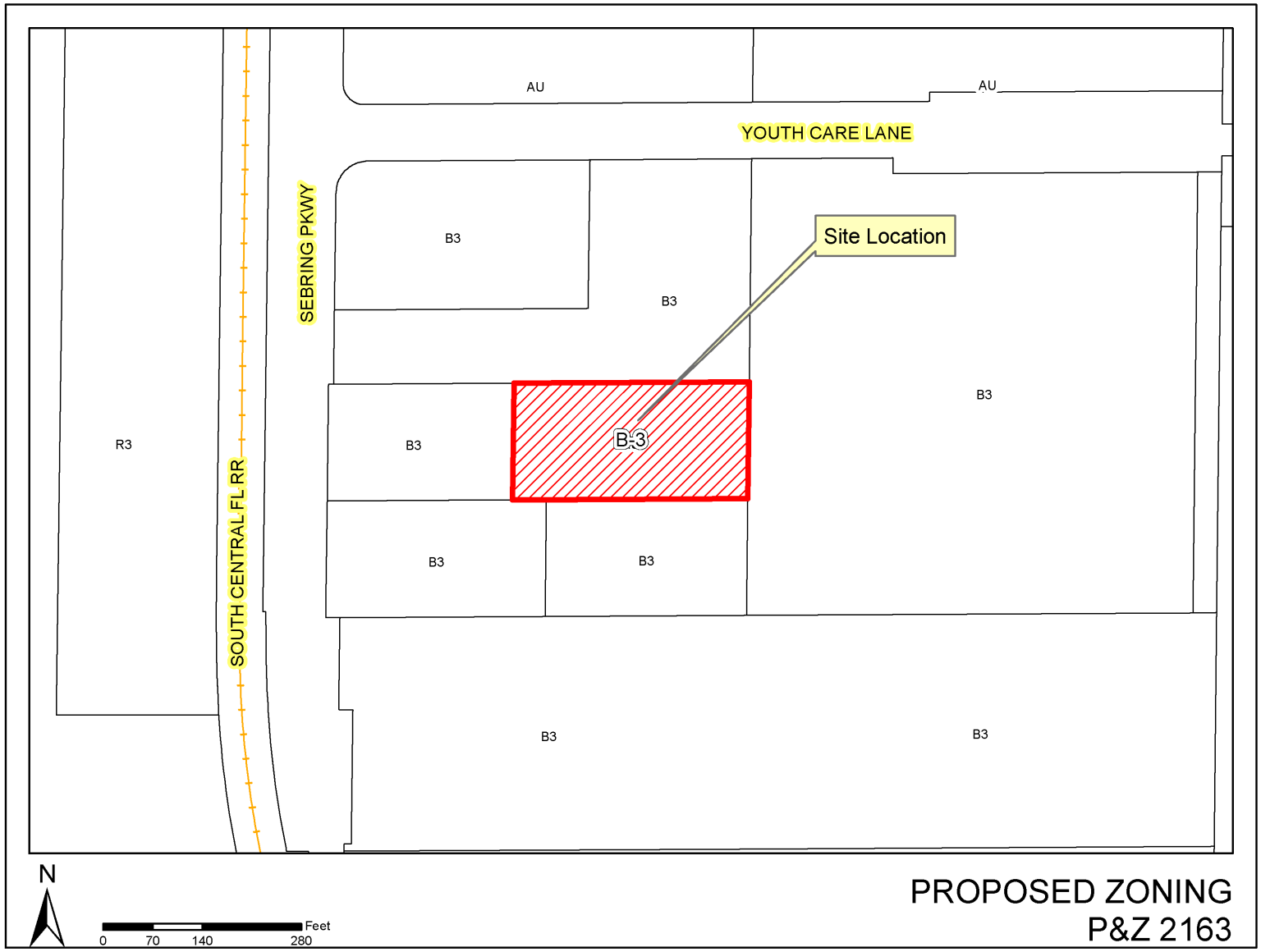

AU
AU
YOUTH CARE LANE
SEBRING PKWY
B3
B3
Site Location
B3
R3
B3
AU
B3
B3
B3
B3
B3
SOUTH CENTRAL FL RR
N
Feet
0
70
140
280
ZONING
P&Z 2163

Exhibit 5:


AU
AU
YOUTH CARE LANE
SEBRING PKWY
B3
B3
Site Location
B3
R3
B3
B-3
SOUTH CENTRAL FL RR
B3
B3
B3
B3
B3
N
Feet
0
70
140
280
PROPOSED ZONING
P&Z 2163

Highlands County, Florida
Zoning Change Application

Zoning change from: AU

Zoning change to: B3 Commercial

Note: *Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A*

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2163 | Proj.#: 24050016 **Date of Application:** 5/15/2024

Amount of Fee: $ 1,950.00 **Receipt No.:** 45000001367 **Tax Map No.:** 90-C

Hearing Dates: LP: _____ **P&Z:** 7/09/2024 **BCC:** 8/20/2024

****

This application has been reviewed for completeness and determined sufficient:

_____ 5/21/2024

Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: HIGHLANDS PROPERTIES LLC
   Mailing Address: 1610 LAKEVIEW DR SEBRING, FL 33870
   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: Jeff Kennedy and Dana Riddell
   Mailing Address: 7045 CR 17 S SEBRING, FL 33870
   Telephone No.: 8638352055 **E-Mail Address:** 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 Attached Exhibit A

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-33-34-29-080-0000-0462 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 2410 S HIGHLANDS AVE SEBRING, FL 33870

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** AU **Existing Land Use Classification:** CI
Are the Zoning and Comprehensive Plan Consistent? ☐Consistent ■Not Consistent

7. **Existing Property Information:** Size of Property (width) 165 feet, (depth) 332.00 feet, street frontage 0 feet, water frontage 0 feet, **Total acres** 1.257
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	VACANT COMMERCIAL	C	B3
South	SFR & VEHICLE SERVICE	C	B3
East	GROVES/ORCHARDS	C	B3
West	STORES	C	B3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** For consistency with existing CI Future Land Use and to allow commercial uses on the subject property

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** Less than 80% FAR = 1.02 acres = 44,256 sq. ft.

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) 2.25 acres
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building 5,452 sq. ft. divided by Parcel size 98,010 = FAR 5.56 % sq. ft. of existing building/sq.ft. of both parcels combined = existing FAR

****

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ■No
If Yes, the potable water system requirements will be accommodated by the n/a water system.

EXISTING BUILDING TO WEST IS CONNECTED TO CITY OF SEBRING POTABLE WATER. ANY NEW CONSTRUCTION WILL NOT REQUIRE WATER SERVICE

(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 N/A gpcd.
b. The facility has a permitted capacity for N/A gpcd.
c. The facility has an average demand or committed capacity for N/A gpcd.
d. The facility has an excess capacity of N/A gpcd.
e. This proposed development will require approximately N/A gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. MS **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 N/A 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 N/A gpcd.
b. The facility has a permitted capacity for N/A gpcd.
c. The facility has an average demand or committed capacity for N/A gpcd.
d. The facility has an excess capacity of N/A gpcd.
e. This proposed development will require approximately N/A 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. MS **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 MS **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.

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: None Required

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

The East Half (E 1/2) of the North Half (N 1/2) of South Half (S ½) of Farm Tract 46 in Section 33, Township 34 South, Range 29 East of Lake View Park Subdivision, according to the plat thereof recorded in Plat Book 3, Page 4, of the Public Records of DeSoto County, Florida of which Highlands County was formerly a part.

Parcel Identification Number: C-33-34-29-080-0000-0462

Highlands County, Florida
Development Services Department Application

OWNER'S AFFIDAVIT (Corporation)

I, Mark Stewart, 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. MS

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

Print Name: Joshua Stewart

Print Name: Amber L Stewart

Highlands Properties LLC
a Limited liability corporation.
By: Mark Stewart
Print Name: Mark Stewart
Title: Director

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 22 day of APRIL, 2024, by MARK STEWART who is personally known by me [✓] or who has produced _____, as identification and who did take an oath:

Signature

SARA KELLY
Print Name

Notary Public, State of Florida
My Commission Expires: 2/22/27

SARA KELLY
Notary Public
State of Florida
Comm# HH361295
Expires 2/22/2027

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 Riddell & Jeff Kennedy to be my agent for this application.

Mark Stewart
Print Name of Applicant

Mark Stewart
Signature of Applicant

1500 Sebring Parkway
Address: Number and Street (P.O. Box)

Sebring, FL 33870
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 22 day of APRIL, 2024, by MARK STEWART who is personally known by me ☑ or who has produced _____, as identification and who did take an oath:

SARA KELLY
Notary Public
State of Florida
Comm# HH361295
Expires 2/22/2027

Signature

SARA KELLY
Print Name

Notary Public, State of Florida
My Commission Expires: 2/22/27

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 15th day of May, 2024, by Dana Riddell who is personally known by me ☑ or who has produced _____, as identification and who did take an oath:

Angie M. King
Signature

NOTARY PUBLIC STATE OF FLORIDA
ANGIE KING
Commission # HH 123771
Expires April 28, 2025
Bonded Thru Budget Notary Services

Angie M. King
Print Name

Notary Public, State of Florida
My Commission Expires: 04/28/2025

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 21 day of May, 2024, by Jeff Kennedy who is personally known by me ☑ or who has produced _____, as identification and who did take an oath.

RACHEL LEIGH BARRY
Notary Public - State of Florida
Commission # HH 466407
My Comm. Expires Nov 20, 2027
Bonded through National Notary Assn.

Signature

Rachel Barry
Print Name

Notary Public, State of Florida
My Commission Expires: 11/20/27

RESOLUTION NO. 23-24-172

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-33-34-29-080-0000-0462; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of the property identified by the Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0462 ("Property"), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering commercial development objectives; and

WHEREAS, the County has determined that the proposed change is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

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

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed change; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed change does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0462 and as more particularly described as:

> The East ½ of the North ½ of the South ½ of Farm Tract 46 in Section 33, Township 34 South, Range 29 East of Lake View Park Subdivision, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public Records of Desoto County, Florida, of which Highlands County was formerly a part.

is hereby changed from Agricultural District, AU, to Business District, B-3.

B. The official zoning atlas of the County is hereby amended to reflect that the zoning for the Property is B-3.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit any such other requirements imposed during the development review process.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2163, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 20th day of August 2024.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 20, 2024

PRESENTER:	**Richard Oujevolk, P.E., Project Manager** **JD Langford, P.E., County Enginering**
SUBJECT/TITLE:	**Request approval of Consultant Service Authorization (CSA) #4 with Kimley-Horn Associates, Inc. for a structural analysis of the Arbuckle Creek Road Bridge (FDOT Bridge # 090007).**

STATEMENT OF ISSUE

Highlands County has requested and received a grant (from FDOT) for $515,000.00 to perform anticipated and customary rehabilitation improvements for the Arbuckle Creek Road bridge over Arbuckle Creek in the State's FY 2026 (FPID #448767-1). This grant is to cover costs for design, engineering and construction engineering inspection. However, the negative camber (sagging of individual bridge deck panels e.g., bouncing ride) has become noticeable to drivers traversing the Arbuckle Creek Bridge. Arbuckle Creek Road is the primary access to the Highlands County Landfill. It has become a problem to the Public Health and Safety that vehicles traversing the Arbuckle Creek Bridge are exposed to a "bouncing ride" that may dislodge partial loads of materials to the landfill and/or possible loss of driver control. This reverse camber problem was not accounted for within the original grant request. As such, the County through coordination with FDOT District Structures Maintenance Engineer and District Structural Engineer of District 1, concur that this additional structural analysis in addition to the grant money ($515,000.00) is required to provide a viable corrective action plan for the negative camber of the bridge deck panels. This information will be supporting documentation for FDOT to provide additional design, construction and CEI funding to supplement the actual implementation of this structural analysis.

BA 23-24-147 is the associated Budget Amendment that this resolution supports.

RECOMMENDED ACTION

Move to approve Consultant Service Authorization #4 with Kimley-Horn Associates, Inc. for a structural analysis of the Arbuckle Creek Road Bridge (FDOT Bridge #0900007).

FISCAL IMPACT

Funds will be transferred from the Cost Center 9990A Reserve for Contingency Account 59900 to Cost Center 4101 Account 53100.

Attachments: 20-024 Kimley Horn CSA 4 v2-Agenda Version.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following	
☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	**#4**

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement (Agreement) between HIGHLANDS COUNTY and **Kimley-Horn Associates, Inc.,** (CONSULTANT) identified by the Master Contract dated March 16, 2021. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$66,535

Budget Account Number: Acct: 53100.
CC: 4101 Acct: 53100/

RFP# 20-024 Category 2 Engineering

Master Contract Date:
March 16, 2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☒ **Exhibit C** – Sub-Consultants
☐ **Exhibit D** – Plans/Drawings/Survey N/A

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Richard Oujevolk, P.E.	**Print Name: J.D. Langford, P.E., Director**
X Richard Oujevolk, PE40205 8/6/2024	X JD Langford 08/06/24
1. **Project Manager Signature** **Date**	2. **Director or Designee Signature** **Date**

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: Hao Chau, P.E. OR Heather Roberts, P.E.	**Print Name: Joseph A Roberts, Jr., P.E.**
	Consultant Project Manager Email & Telephone#:
X Heather Roberts 08/06/24	**joseph.roberts@kimley-horn.com & 407-427-1661**
Heather Roberts (Aug 6, 2024 21:00 EDT)	
3. **Consultant Signature** **Date**	

PURCHASING REVIEW

Purchasing Manager or Designee

Print Name: Lori K. DeLoach, Purchasing Manager

X Digitally signed by Lori DeLoach
Date: 2024.08.12 06:34:40 -04'00'
Adobe Acrobat version: 2024.002.20991

4. **Purchasing Manager or Designee Signature** **Date**

LEGAL REVIEW

County Attorney or Designee

Print Name: Sherry Sutphen, County Attorney (Chantel Strahan, designee)

X Chantel Strahan (Aug 12, 2024 09:00 EDT) 08/12/24

5. **County Attorney or Designee Signature** **Date**

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
Print Name: Laurie A. Hurner, County Administrator	**Print Name: Kevin Roberts, 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: Arbuckle Creek Bridge Structural Analysis

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 1. Project Administration

The services to be performed by Kimley-Horn Associates, Inc. (KHA e.g., the CONSULTANT), CivilSurv, and SDR Engineering Consultants, Inc. will include and be limited to, the following:

A. Project Administration:
   a. Project Setup: Kimley-Horn Associates, Inc. will establish a project schedule, base files, and a work plan.
   b. Kick-off Meeting: Kimley-Horn Associates, Inc. will conduct a kick-off meeting with the County's project team.
   c. Monthly Progress Meetings: On a monthly basis, Kimley-Horn Associates, Inc. will meet with the County's project team to review the progress of work. Kimley Horn Associates, Inc. will maintain the schedule and update the schedule following each progress meeting.
   d. FDOT Coordination: Included in this task is responses to 3 rounds of comments following FDOT submittals at 30% (Phase 1 preliminary), 60% (Phase 2 – Plans), and 90% submittals (Phase 3) utilizing the FDOT's Electronic Review Comments (ERC) System and coordination with FDOT. This task assumes the County will handle all submittals and upload documents into the Department's Local Agency Program Information Tool (LAPIT) and/or Grant Assistance Program (GAP) as necessary.

B. Deliverables:
   a. Initial project schedule and monthly updates.
   b. Conduct one (1) kick-off meeting virtually.
   c. Provide minutes of meetings to Project Manager
   d. Final project files.
   e. Monthly progress meetings virtually.
   f. Plan Set for Improvements.

TASK 2: Visual Assessment

A. Site Assessment:
   a. Project Review: Previous inspection reports and provide documentation from Highlands County and/or other information.
   b. Create Preliminary Documents: Visual site assessment diagrams, sketches, etc.
   c. Perform Visual Assessment of Bridge: Two (2) professional engineers, registered in the State of Florida will perform a visual assessment of the bridge to verify reverse camber and to identify deficiencies in the bridge inspection document and other observable deficiencies.

B. Deliverables:
   a. Existing Conditions Memorandum.

TASK 3: Survey (by CivilSurv)

A. Horizontal Project Control: CivilSurv will establish horizontal control using the Florida State Plane Coordinate System, Zone 0901, Florida East North American Datum of 1983 (2011 Adjustment).
B. Vertical Project Control: CivilSurv will establish vertical control using the North American Vertical Datum of 1988 (NAVD 1988) utilizing redundant GNSS observations. The vertical control will be verified using the GNSS observations on established National Geodetic Survey control points. Benchmarks relative to the GNSS observations will be set throughout the project limits and labeled on the drawing file.
C. Deliverables:
    a. A Microstation 3D CADD file, with surface, and a signed and sealed surveyor's report. No printed or PDF sheets of the survey will be provided.

TASK 4: Load Rating and Load Test (by SDR Engineering Consultants, Inc.

A. Data Collection:
    a. Field measurement of bridge dimensions and member sizes.
    b. Scan the outside layer of bottom embedded reinforcement using Ground Penetrating Radar (GPR).
    c. Limited excavation of the bottom concrete cover to determine the type and size of the embedded reinforcement.
    d. Instrumentation and load test of bridge using strain gauges under calibrated weights (trucks).
B. Analysis:
    a. Computer modeling based on collected field data.
    b. Preliminary evaluation of the load capacity of the bridge.
    c. Refinement of the computer model based on test results and actual field conditions asphalt overbuild needed to correct the negative camber).
    d. Load rating analysis on the bridge following AASHTO and FDOT Specifications.
C. Deliverables:
    a. Technical Memorandum of Test Results

TASK 5: Memorandum

A. Memorandum:
    a. Review deficiencies during the site assessment and any negative camber observed.
    b. Review the survey data provided by CivilSurv and determine a preliminary over-build solution as required to address camber issues found in the survey data.
    c. Review findings of load test, field testing, and load rating completed by SDR Engineering Consultants, Inc.
B. Deliverable:
    a. Provide a written memorandum of deficiencies observed and findings of the review of the survey data provided by CivilSurv and the findings of the load test and rating. This will include data, information and reviews conducted in Task 1, 2, 3, and 4 as identified in those Tasks.

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within three hundred sixty-five (365) calendar days from fully executed Consultant Services Agreement (CSA).

Exhibit "B"
Compensation

Arbuckle Creek Bridge Structural Analysis		
TASK	**DESCRIPTION**	**FEE**
1	Administration (KHA)	$ 5,490.00
2	Visual Assessment (KHA)	$ 5,540.00
3	Survey (CivilSurv)	$ 6,265.00
4	Load Rating and Load Test (SDR)	$46,000.00
5		
FIXED FEE (Including Reimbursable Expenses)		**$ 66,535.00**

Exhibit "C"
Sub-Consultants

Type/Service:	**Surveying**
Name:	**CivilSurv**
Address:	**2525 Drain Field Road** **Suite 7** **Lakeland FL 33811**
Contact:	**Tim Morris, PSM**
Contact Phone:	**863-646-4771**
Contact E-mail:	**tmorris@civilsurv.com**

Type/Service:	**Civil Engineering Structural Analyst Specialists**
Name:	**SDR Engineering Consultants, Inc.**
Address:	**2260 Wednesday St** **Suite 500** **Tallahassee FL 32308**
Contact:	**Zhiyong Liang, Ph.D., P.E.**
Contact Phone:	**850-222-2737 Ext 225**
Contact E-mail:	**liang@sdrengineering.com**

EXHIBIT "D"
Plans/Drawings

NOT APPLICABLE – N/A

20-024 Kimley Horn CSA 4 v2 _arbuckle_bridge lgl apv 7-31-2024 partially signed

Final Audit Report 2024-08-12

Created:	2024-08-12
By:	Lori DeLoach (ldeloach@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG2ywNiGmHrH-B-qC7k7NhtCyQ_eugUzO

"20-024 Kimley Horn CSA 4 v2 _arbuckle_bridge lgl apv 7-31-2024 partially signed" History

Document digitally presigned by Lori DeLoach (ldeloach@highlandsfl.gov)
2024-08-12 - 10:34:40 AM GMT

Document created by Lori DeLoach (ldeloach@highlandsfl.gov)
2024-08-12 - 10:35:23 AM GMT

Document emailed to Chantel Strahan (cstrahan@highlandsfl.gov) for signature
2024-08-12 - 10:36:19 AM GMT

Email viewed by Chantel Strahan (cstrahan@highlandsfl.gov)
2024-08-12 - 1:00:14 PM GMT

Document e-signed by Chantel Strahan (cstrahan@highlandsfl.gov)
Signature Date: 2024-08-12 - 1:00:21 PM GMT - Time Source: server

Agreement completed.
2024-08-12 - 1:00:21 PM GMT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

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

SUBJECT/TITLE: **Request direction for the purchase and installation of the requested 3 culverts under Lake Lotela Dr. for stormwater purposes.**

STATEMENT OF ISSUE

The Engineering Department was approached by a constituent regarding the possibility of replacing the existing culverts under Lake Lotela Dr. The existing culverts act as part of the stormwater conveyance from Lake Lotela to Little Bonnet Lake via a series of canals. The same constituent has procured the engineering firm Chastain-Skillman to redesign the culvert locations. It was identified by the engineering firm that the culverts are slightly higher than the "flow-line" of the canal. The existing culverts are currently maintained by the County. Attached to this agenda item is the original culvert design completed by the engineering firm. Also attached is the breakdown of cost estimates to replace the existing culverts. As an attempt to provide some cost savings, we reached out to the engineer to see if there could be some reductions to the design. We also reached out to the Highlands County Road & Bridge Department to see what the estimate would be to construct these culverts "in-house: The breakdown of scenarios are as follows:

1. Original Design Estimate (Contractor): $381,283.13
2. Original Design Estimate (Road & Bridge Dept.): $212,527.09
3. Modified Design Estimate (Contractor): $243,638.17
4. Modified Design Estimate (Road & Bridge Dept.): $133,175.00

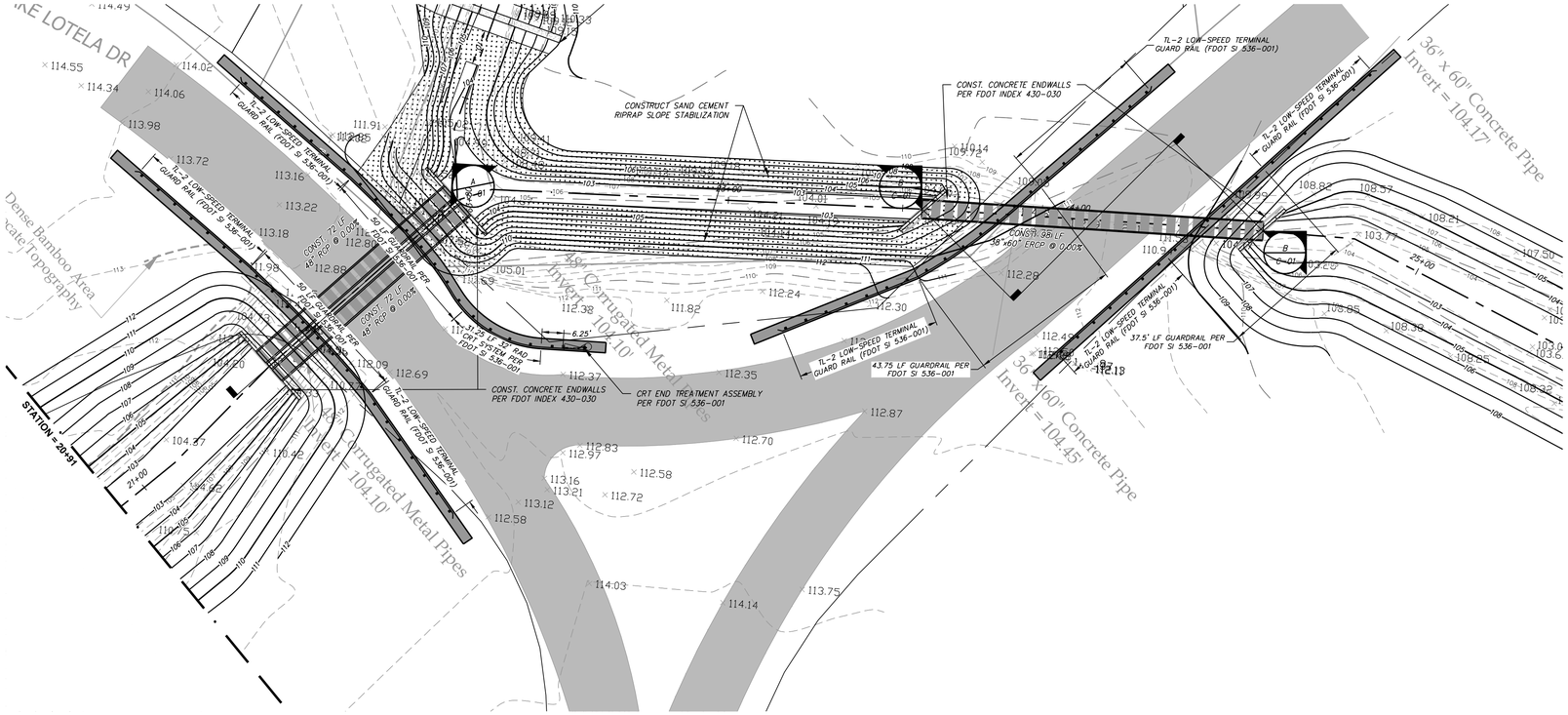
RECOMMENDED ACTION

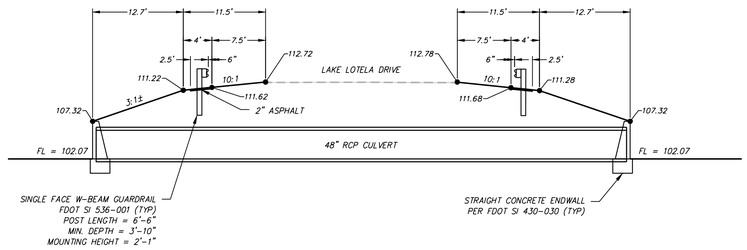
Move to approve the purchase and installation of 3 culverts and all incidental construction under Lake Lotela Dr. for stormwater purposes.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General Fund), Cost Center 4501 (Critical Infrastructure), Account 53400 (Contractual Services) because the funds are already budgeted. The current balance in this account is $485,630.00 and the cost of the culverts and installation is to be determined depending on which step the board directs staff to take.

Attachments: 839613-WRC-2022-PP-GUARDRAIL.pdf
EXHIBIT-A-11x17.pdf

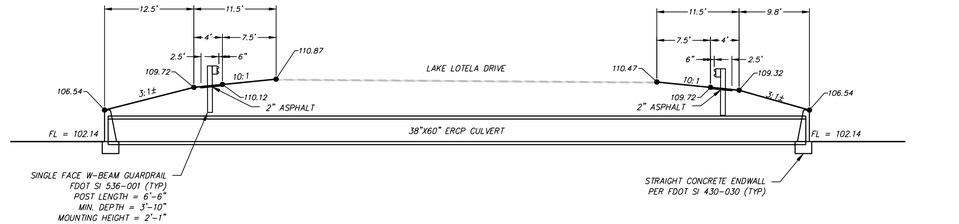




LAKE LOTELA ROAD CROSSING DETAIL

SCALE: 1" = 10'

A
C-01



LAKE LOTELA ROAD CROSSING DETAIL

SCALE: 1" = 10'

B
C-01

NUMBER	DATE	DESCRIPTION
P-0	__/__/2024	ISSUED FOR REVIEW

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2024 CHASTAIN SKILLMAN REG. NO. 262

CHASTAIN SKILLMAN

CREWS GROVES, INC.
DITCH IMPROVEMENTS
AVON PARK, FLORIDA

LOTELA DITCH GUARDRAIL PLAN

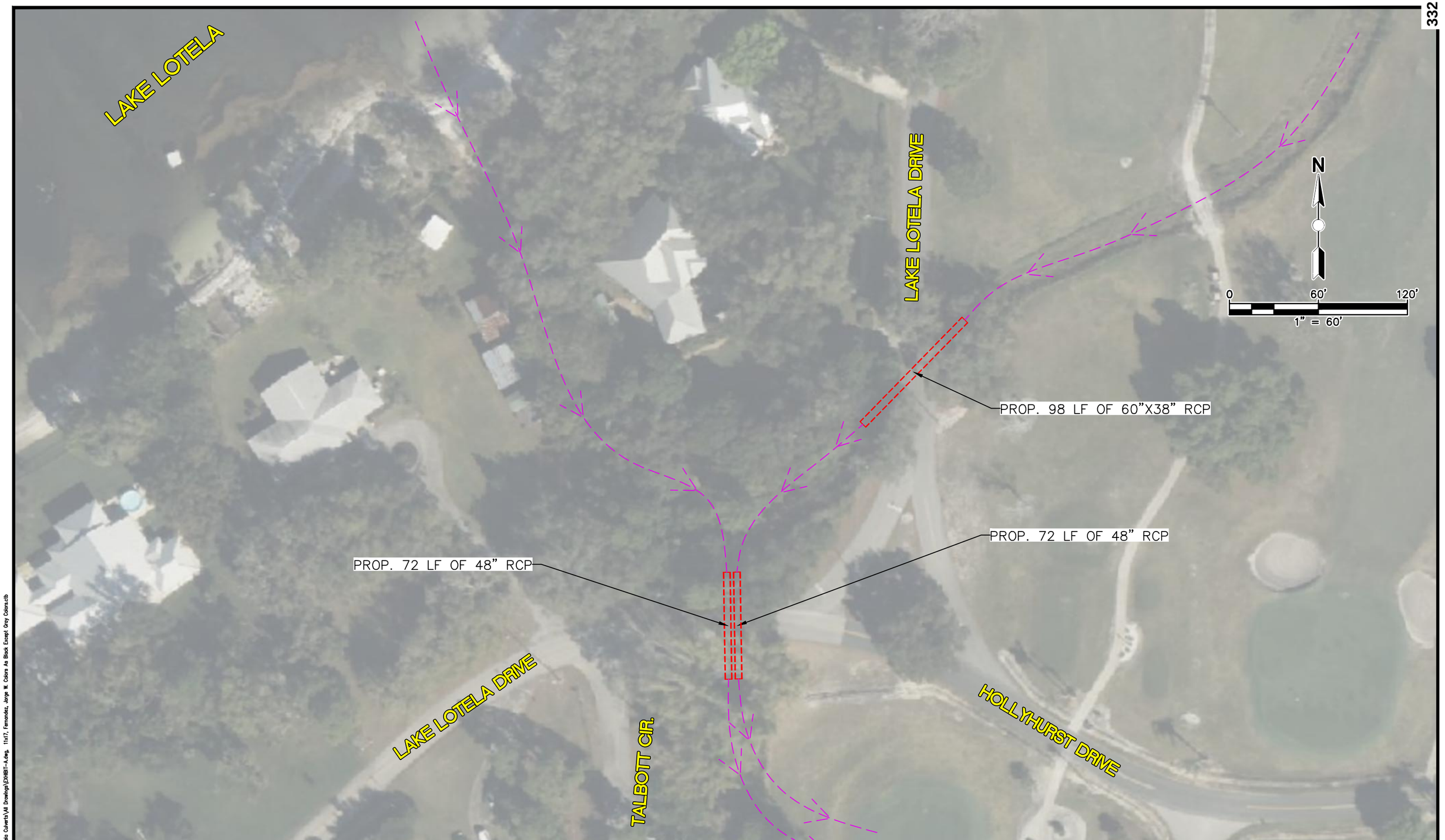
This item has been digitally signed and sealed by W. R. Cauthan on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

June 17, 2024 ENGINEER: W. R. CAUTHAN, P.E.
REG. NO.: 27563

PROJECT NUMBER: 8396.13

SHEET NUMBER: C-01

P:\8396.13\CAD\Civil\8396.13 Production Drawings\3DTCM\8396.13-WRC-2022-HP.dwg GUARDRAIL Jun 17, 2024 11:17am by: pchrujer



REVISIONS		
DATE	BY	DESCRIPTION

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

EXHIBIT

LAKE LOTELA
DRAINAGE IMPROVEMENT PLAN

PROPOSED CULVERTS

SCALE:
HORIZ. 1"=60'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 1 OF 1

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: JORGE FERNANDEZ
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 8/9/2024

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

G:\PROJECTS\Other Projects\Lake Lotela Culverts\All Drawings\EXHIBIT-A.dwg, 11x17, Fernandez, Jorge W. Colors As Black Except Grey Colors.ctb

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER:	**JD Langford,P.E., County Engineer** **Richard Oujevolk,P.E., Project Manager**
SUBJECT/TITLE:	**Request Approval of Budget Amendment No. 23-24-147 to fund an analysis of the Arbuckle Creek Road Bridge (Highlands County, FDOT Bridge # 090007).**

STATEMENT OF ISSUE

Highlands County has requested and received a grant (from FDOT) for $515,000.00 to perform anticipated and customary rehabilitation improvements for the Arbuckle Creek Road Bridge over Arbuckle Creek in the State's FY 2026 (FPID #448767-1). This grant is to cover costs for design, engineering, and construction engineering inspection. However, the negative camber (sagging of individual bridge deck panels e.g., bouncing ride) has become noticeable to drivers traversing the Arbuckle Creek Bridge. Arbuckle Creek Road is the primary access to the Highlands County Landfill. It has become a problem to the Public Health and Safety that vehicles traversing the Arbuckle Creek Bridge are exposed to a "bouncing ride" that may dislodge partial loads of materials to the landfill and/or possible loss of driver control. This reverse camber problem was not accounted for within the original grant request. As such, the County through coordination with FDOT District Structures Maintenance Engineer and District Structural Engineer of District 1, concur that this additional structural analysis in addition to the grant money ($515,000.00) is required to provide a viable corrective action plan for the negative camber of the bridge deck panels. This information will be supporting documentation for FDOT to provide additional design, construction and CEI funding to supplement the actual implementation of this structural analysis. BA No. 23-24-147 is to fund the Bridge Analysis.

RECOMMENDED ACTION

Move to approve Budget Amendment No. 23-24-147 to fund an analysis of the Arbuckle Creek Road Bridge (Highlands County, FDOT Bridge # 090007).

FISCAL IMPACT

The fiscal impact in Fund 110 (Transportation Trust) is a transfer of $66,535.00 from Cost Center 9990A (Budgetary Expenditures AC/110), Account 59900 (Reserve for Contingency), to Cost Center 4101 (Engineering Services), Account 53100 (Professional Services) for net fiscal impact of $0.00.

Attachments: BA 23-24-147 Arbuckle Creek Bridge Analysis.pdf
23-24-147 Arbuckle Creek Bridge Analysis (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
July 18, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/11/2024**

SUBMITTED BY: **Richard Oujevolk, P.E., Project Manager Construction**

FUND(S): **110** FUND TITLE(S): **Transportation Trust** COST CENTER(S) #: **9990A /4101**

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

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**110**	**9990A**	**59900**	**Reserve for Contingency**		**149,400.00**		**66,535.00**	**82,865.00**
E	**110**	**4101**	**53100**	**Professional Services**		**57,000.00**	**66,535.00**		**123,535.00**

REASON: **To transfer funds from Reserve for a structural analysis of Arbuckle Creek Bridge to ensure the bridge is able to sustain the Bridge Rehabilitation Profect scheduled with FDOT to begin in FY 26.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-147**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

TRANSPORTATION TRUST FUND- 110 (9990A)

FISCAL YEAR 2023-2024

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/23		BEGINNING BALANCE		**$200,000.00**	
07/02/24	07/02/24	23-24-130	($50,600.00)	$149,400.00	To transfer funds for sign printer and rolling table for Traffic Ops.
08/06/24		23-24-147	($66,535.00)	$82,865.00	for a structural analysis of Arbuckle Crk Bridge to ensure the bridge is able to sustain the Bridge Rehabilitation Project
REVISED TOTAL:				**$82,865.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 20, 2024

PRESENTER:	**David Nitz, OMB Manager** **Laurie Hurner, County Administrator**
SUBJECT/TITLE:	**Presentation to consider the Proposed Budget for FY 24/25.**

STATEMENT OF ISSUE

Administration, Board departments, Constitutional Officers and OMB staff have been reviewing the Recommended Budget as presented July 2, 2024, and making numerous changes as directed by the Board and Administration. OMB staff is presenting the Proposed Budget document for the Board's consideration and input.

RECOMMENDED ACTION

No Action Required

FISCAL IMPACT

The fiscal impact for the Proposed Budget is the current budget amount of all funds totaling $220,330,165.00..

Attachments: Proposed 24-25 Budget Presentation - 8-20-24.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

FISCAL YEAR 2024-2025

PROPOSED BUDGET

AUGUST 20, 2024

FY24-25 Proposed Budget vs FY23-24 Adopted Budget

FY23-24 Adopted Budget $187,785,578
FY24-25 Proposed Budget $220,330,165

Fund	Fund Title	FY23-24 Adopted Budget	FY24-25 Proposed Budget	Change
420	Energy Recovery	$ 3,260,548	$ 3,274,329	$ 13,781
401	Solid Waste	18,209,658	25,908,818	7,699,160
181	Fire Assessment	7,775,596	11,541,781	3,766,185
110	Transportation	14,071,071	15,710,877	1,639,806
151	Infrastructure	33,328,204	46,493,893	13,165,689
005	General Fund	93,059,062	105,565,817	12,506,755
various	All Other Funds	18,081,439	11,834,650	(6,246,789)
	Total Budget	**$ 187,785,578**	**$ 220,330,165**	**$ 32,544,587**

GENERAL FUND

Recommended Budget	$105,465,762
Proposed Budget	105,565,817
Total Changes to Date	$ 100,055

FUND BALANCE POLICY

Audited Fund Balance as of September 30, 2023	$ 50,566,292
Extraordinary Fund Anomalies:	
- Fund Transportation Trust FY24 Shortfall (Est.)	(1,500,000)
- ARPA Funds Collected/Unspent in Current FY	(13,622,027)
Fund Balance budgeted in FY 23/24	(4,223,174)
Remaining Unassigned Fund Balance Available	$ 31,221,091
General Fund Budget FY 24/25	$ 105,565,817
100% Grant Programs	(6,252,217)
Capital Items	(1,823,842)
Transfers to Other Funds	(7,367,180)
Reserve for Contingency	(506,500)
Total General Fund Balance Per Policy	$ 89,942,907
One Month Expenditures	$ 7,495,242
Number of Months of Available Fund Balance	4.17 Months

General Fund - Currently @ 7.85 mils with $3,124,202 in Fund Balance

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Budget Options:

- **Reduce Millage -** Each 0.1 Mil = $758,985 $??
- **Items for Consideration** (currently not in the budget):
  - Additional Recreation Funding
  -
  -
- Combination of any of the above

CFS SUMMARY (5 YEARS)

CAPITAL BUDGET SUMMARY	FY23-24		FY24-25		FY25-26	FY26-27	FY27-28	FY28-29
TRANSPORTATION								
Road & Bridge Resurfacing	900,000		640,000	*	742,846	757,703	772,857	788,314
Road & Bridge Reconstruction/Dirt Road Paving	2,568,000		2,189,888	*	2,865,262	2,922,567	2,981,019	3,040,639
Sebring Parkway Maintenance (Transfer for Fund 175)	40,000		98,106		100,068	102,069	104,112	106,194
ADA Transition Plan Improvements	70,380		57,432	*	73,224	74,689	76,183	77,707
TOSIP (Transportation Operational & Safety Improvements Program)	86,190		70,332	*	89,672	91,465	93,295	95,161
ROW Land Acquisition	200,000		80,000	*	100,000	100,000	100,000	100,000
Sebring Phase IV ROW Land Acquisition	300,000		320,000					
New Traffic Operations Building	213,731							
Daffodil Extension Project (try for Grant)						300,000	300,000	
Drainage Improvement Projects (match funding - large projects)						500,000	500,000	600,000
ADA Hammock Rd. Multi-Use Path	250,000							
Retrofit of County Multi-Use Paths (005/151)	203,250		103,658		211,462	215,693	220,007	224,407
R&B Main Building Expansion	500,000							
Schumacher Road	100,000							
Ice Machine - Maintenance Shop	8,000							
W College Dr Reconstruction Phase I (50/50)	0		250,000					
W College Dr Reconstruction Phase II (50/50)	0		250,000					
Mechanic Shop Equipment	0		68,000	*				
Multi-Purpose Path Maintenance Equipment	0		24,800	*				
ROW Land Acquisition Sebring Basin	0		304,000	*				
CR 623 from Mini Ranch Rd to Peters Rd (100% Grant)	0		3,925,127					
E O Douglas Multi-Use Path (100% Grant)	0		45,000					
RESERVE FOR CONTINGENCY - CAPITAL BUDGET								
Reserve/Matching Funds for Grant Awards	150,000		50,000		50,000	50,000	50,000	50,000
Reserve	160,000		200,000		200,000	200,000	200,000	200,000
TOTAL EXPENSES FOR GENERATED REVENUES:	**24,769,320**		**23,068,906**		**19,194,702**	**20,947,340**	**21,746,689**	**17,613,674**
Difference:	2,298,064		(1,130,935)		3,196,632	(925,920)	(889,403)	1,644,795
Unreserved Fund Balance Brought Forward	1,470,091		339,156		3,535,789	2,609,868	1,720,465	3,365,260

*20[illegible] Reduction

SCHEDULED BUDGET MEETINGS

- September 5, 5:30 PM – 1st Public Hearing Tentative Budget
- September 17, 5:30 PM – 2nd Public Hearing Tentative Budget

Discussion Questions

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 6, 202420

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of August 14, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 20, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from August 20, 2024, through September 4, 2024

Attachments: