

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Thursday, September 07, 2023
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, September 5, 2023, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Veterans Advisory Board will meet on Thursday, September 7, 2023, at 3:30 p.m., in the Veterans Services Office, 7209 South George Blvd., 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

The Highlands County Board of County Commissioners will hold a special meeting to hold a Workshop to discuss homelessness and mental health in the county, on Tuesday, September 12, 2023, at 1:00 p.m., at the Jack Stroup Civic Center, 355 W. Center Avenue, Sebring

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held on Tuesday, September 12, 2023, at 3:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Heartland Library Cooperative Governing Board will meet on Wednesday, September 13, 2023, at 10:30 a.m., at the Lake Placid Memorial Library at 205 W. Interlake Blvd. Lake Placid

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

- 6.A *County Administrator Laurie Humer Presentation of Years of Service Awards*
Jonathan Harrison, Road & Bridge Director
Leah Sauls, Development Services
No fiscal impact.
[Service Award Bios Sep 7. 2023.docx](#)

- 6.B *Presentation of Employee of the Quarter for the 2nd Quarter of 2023*
Laurie Hurner, County Administrator
Nick Sawyer, Assistant County Administrator Chief of Staff
The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.
[David Nitz Nominations.docx](#)
- 6.C *Recognition of Highlands County Fire Rescue for their fundraising efforts and generous donation of school supplies for children in Highlands County.*
Cynthia Acevedo, Healthy Families Program Manager/ Assistant Community Programs Director
There is no fiscal impact.
- 6.D *Highlands County Fire Rescue Employee and Volunteer Life Saver Award Presentation*
Kelly Duppenenthaler, Interim Fire Chief
There is no fiscal impact.
- 6.E *Recognition of national re-accreditation by the National Children's Alliance to the Ruth E. Handley Children's Advocacy Center.*
Ingra Gardner, Director of Community Programs
[NCA reaccreditation letter 2023.pdf](#)
- 6.F *Highlands County Economic Development marketing update to the board.*
Erica Sittler, Maris, West, and Baker

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval for change order #3 to the agreement for external audit services with Clifton Larson Allen (CLA).*
Tanya Cannady, CPA, CDM
Business Services Director
The fiscal impact is an increase of not to exceed \$23,774 for the 23/24 fiscal year.
Sufficient budget exists in cost center 2105 to cover the additional costs.
[Additional Fees Request - GASB 96 Auditing.pdf](#)
[Amendment3.CLA.pdf](#)
- 8.B *Request consideration of waiver of fees and damage deposit for the Redbeach Community Homeowners for the rental of the Desoto Community Center for Fiscal Year 2023-2024.*
Brandon Gunn, Interim Director
The fiscal impact would result in a loss of revenues to Fund 005 (General Fund) account 3475300 of approximately \$400.00.
[Redbeach Lake Homeowners FY23-24 Waiver Req Ltr.pdf](#)
[Redbeach Fees Waived.pdf](#)

- 8.C *Request approval to waive fees for the Friends of Istokpoga Lake Association, Inc. for rental of the Lorida Community Center for Fiscal Year 2023-2024.*
Brandon Gunn, Interim Parks & Facilities Director
The fiscal impact would result in a loss of revenues to Fund 005 (General) account 3475300 of approximately \$200.00.
[Friends of Istok Lk Assoc 23-24 request.pdf](#)
[Friends of Istok Lk Assoc 23-24 fees waived.pdf](#)
- 8.D *Request approval of FY23/24 Child Advocacy Trust Fund Award Agreement.*
Ingra Gardner, Community Programs Director
The fiscal impact is an increase to the General Fund (005) Cost Center 3995 (Children's Advocacy Center) in the amount of \$4,508.21.
[Agreement- DCF 2023.pdf](#)
- 8.E *Request approval to write-off uncollectible past due employee benefit premiums of former Clerk of Courts employees.*
Sally Hood, Clerk of Courts
Accounting and Finance Director
The fiscal impact is an increase to the Clerk of Court's insurance expense in the amount of \$30.08.
- 8.F *Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities.*
Tanya Cannady, Business Services Director
There is a fiscal impact of \$110,000 for the Town of Lake Placid, as this Recreation Interlocal Agreements was approved in the Adopted Budget for FY 22/23 to be reimbursed.
[LP Rec Interlocal FY23 9.7.23.pdf](#)
- 8.G *Request approval of the contract between Excavation Point Inc. and Highlands County for Asphalt Milling.*
Jonathan Harrison, Road and Bridge Director
[ITB 23-027 EPI Milling.pdf](#)
- 8.H *Request approval of the contract between Hickey Mining, Inc and Highlands County for Clean fill dirt.*
Jonathan Harrison, Road and Bridge Director
[Agenda Item-Award.pdf](#)
[Agenda-Submission.pdf](#)
- 8.I *Request approval to discontinue the CANARX program per the Highlands County Insurance Committee's recommendation effective December 31, 2023.*
Tanya Cannady, Business Services Director
Discontinuing the CANARX program will save the County Insurance Plan by reducing the overall prescription costs but the amount is unknown at this time. Prescription costs related to the CANARX program were \$25,838 for 2021, \$16,757 for 2022, and will be \$36,566 (annualized) for 2023.
[CANARX Program Information.pdf](#)

- 8.J *Request approval of Wellness Budget for the plan year 2023.*
Tanya Cannady, Business Services Director
Elaine Wood, Human Resources Generalist
No fiscal impact, all wellness dollars are pre-approved and reimbursed by Cigna.
[Cigna Wellness Dollars 2023.docx](#)
- 8.K *Request adoption of Resolution No. 22-23-162 for Budget Amendment No. 22-23-139 to approve and authorize to set up Project 22077 the Duke Energy Foundation Emergency Preparedness Outreach Grant.*
Karen Clogston, Public Information Officer
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$10,000 which is being appropriated in Project 22077 (Emergency Preparedness Outreach), Cost Center 2109 (Public Information), account 54800Z (Project Promotional Activities).
[22-23-139 Proj 22077 Emergency Preparedness Outreach \(BA\).pdf](#)
[22-23-139R Proj 22077 Emergency Preparedness Outreach \(Resolution\).pdf](#)
- 8.L *Request to approve BA 22-23-141 to move excess funds from Project 21046 (Spring Lake Drainage Improvement) to Project 22010 (ADA Hammock Rd. Multi Use Path) for pedestrian facility improvements.*
JD Langford, P.E., County Engineer
The fiscal impact is \$7,821.53 with the transfer of funds between projects which are budgeted in the FY 22-23 Budget within Fund 151 (Infrastructure Surtax Fund). This budget amendment is transferring funds from Project #22064 (Spring Lake Drainage Improvements) to Project 22010 (ADA Hammock Rd. Multi Use Path).
[22-23-141 Proj 22010 ADA Hammock Rd. Multi Use Path Add'l Funding \(BA\).pdf](#)
- 8.M *Request approval to expend funds from the Special Law Enforcement Trust Fund as well as request adoption of Resolution 22-23-163 for Budget Amendment 22-23-140.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 170 (Special Law Enforcement) in the amount of \$59,597.12 and the overall budget. This contribution will be funded through the Special Law Enforcement Trust Fund and will be appropriated in Cost Center 3107 (Confiscated Property – State), Account 56400 (Machinery & Equipment).
[22-23-140 Sheriff State Forfeiture Funds_Body Cameras \(BA\).pdf](#)
[22-23-140R Sheriff State Forfeiture Fnds_Body Cameras \(Resolution\).pdf](#)
[22-23-140 Sheriff St Forfeiture Funds_Body Cameras Request for Expend.pdf](#)
[Sheriff St Forfeiture Funds_Body Camera Quote.pdf](#)
- 8.N *Request approval of Resolution 22-23-180 designating an authorized representative for the purpose of executing the Florida Department of Environmental Protection (FDEP) Consolidated Small County Solid Waste Management Grant SC415 and to sign and administer said grant as well as the reimbursement requests and progress report forms.*
Clinton Howerton, Jr., P.E., Critical Infrastructure Director
There is no fiscal impact by passing this resolution.
[Res. 22-23-180.SolidWaste.SC415.pdf](#)

- 8.O *Request adoption of Resolution No. 22-23-175 for Budget Amendment No. 22-23-142 to authorize transfer of funds from Fund 191A to Project 22012 Memorial Trailhead Phase II.*
Tanya Cannady, Business Services Director
The fiscal impact nets zero, transferring \$4,963.41 from Fund 191A to Fund 151, project 22012.
[22-23-142 Xfer Fund 191A Balance to Proj 22012 Memorial Trailhead PH II \(BA\).pdf](#)
[22-23-142R Xfer Fund 191A Balance to Proj 22012 Memorial Trailhead PH II \(Resolution\).pdf](#)
- 8.P *Request approval to waive fees for the Sebring Middle School Junior Varsity Football Game at the Multi-Sports Complex.*
Brandon Gunn, Interim Facilities Director
The fiscal impact would result in a loss of revenues to account 3475100 Sports Complex of approximately \$270.00.
[FieldARquestLetterSMS.pdf](#)
[2022-2023 Fee Waiver Chart SMS.pdf](#)
- 8.Q *Request to approve a donation to South Florida State College, 10 outdated Motorola XTS 5000 portable radios, 2 multi-unit radio chargers and 6 Motorola remote speaker microphones.*
James Kelly Duppenenthaler, Interim Fire Chief
While the estimate value for the radios and accessories is stated at \$1,250.00 per the attached letter, there truly is no fiscal impact to Fund 005 (General) or the overall budget as these items no longer have any use or value with the newer 800Mhz radio system that Highlands County Fire Rescue currently uses.
[Radio Donation.pdf](#)
- 8.R *Request adoption of Resolution 22-23-161 for Budget Amendment 22-23-138 for Project 22081 Medal of Honor Park.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 005 (General) and the overall budget. An additional \$50,000 of Fund Balance Brought Forward is being appropriated in Project 22081 (Medal of Honor Park), cost center 2111 (Central Services), account 53100Z (Project Professional Services).
[22-23-138 Project 22081 Medal of Honor Park \(BA\).pdf](#)
[22-23-138R Project 22081 Medal of Honor Park \(Resolution\).pdf](#)
- 8.S *Request adoption of Resolution 22-23-176 for Budget Amendment 22-23-144 to clean-up negative account balances in various cost centers.*
David Nitz, OMB Manager
The fiscal impact is an increase to Fund 123 (Library Cooperative), Fund 131 (Intergov't Radio Communication), Fund 152 (Tourist Development), and Fund 174 (Fire Inspections) and the overall budget in the amounts of \$1,900, \$100, \$8,000, and \$2,000, respectively, totaling \$12,000.
[22-23-144 Cost Center Negative Balances Cleanup2 \(BA\).pdf](#)
[22-23-144R Cost Center Negative Balances Cleanup2 \(Resolution\).pdf](#)
- 8.T *Request retroactive approval from June 30, 2022, for the 2022-2023 Hazard Analysis Grant between the State of Florida, Division of Emergency Management and*

Highlands County.

Sherry G. Sutphen, County Attorney

The fiscal impact that the county recognized was an increase to Fund 005 (General) and the overall budget in the amount of \$1,668.67.

[HA.2.pdf](#)

- 8.U *Request adoption of Resolution 22-23-150 for Budget Amendment 22-23-128 for the 2022-2023 Hazard Analysis Grant.*

Corey Amundsen, Emergency Manager

The fiscal impact is an increase to fund 005 (General) and the overall budget is increasing for FY 22-23. This budget amendment is recognizing additional revenue in the amount of \$1,668.67 in Fund 005, cost center 3991 (Emergency Management), and project 22065 (Hazard Analysis Grant 22-23).

[22-23-128 Proj 22065 Hazard Analysis Grant 22-23 \(BA\).pdf](#)

[22-23-128R Proj 22065 Hazard Analysis Grant 22-23 \(Resolution\).pdf](#)

- 8.V *Request approval of Recreation Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities.*

Tanya Cannady, Business Services Director

There is a fiscal impact of \$110,000 for the City of Avon Park, as this Recreation Interlocal Agreement was approved in the Adopted Budget for FY 22/23 to be reimbursed.

[Avon Park Rec Interlocal FY23 9.7.23.pdf](#)

- 8.W *Request approval of the minutes from the July 3, 2023 Regular Meeting of the Board and the July 11, 2023 Special Board Budget Workshop.*

[070323REG.pdf](#)

[071123SPBUDGETWKSHP.pdf](#)

- 8.X *Florida 911 Region 6 Next Generation 9-1-1 Project Grant Acceptance*

Laurie A. Hurner, County Administrator

Sherry Sutphen, County Attorney

No fiscal impact.

[SO 911 Region 6 MOU Endorsements to date 2_9_23.pdf](#)

- 8.Y *Request approval retroactively to August 1, 2022, the Florida 911 Region 6 Next Generation 9-1-1 Project MOU and approve addendum 1 to the MOU to add additional Counties.*

Laurie A Hurner, County Administrator

Sherry G. Sutphen, County Attorney

No fiscal Impact.

[Addendum 1 - REGION 6 NG911 Services MOU-V2 - 04.11.2023.pdf](#)

[Region 6 MOU Endorsements to date 2_9_23.pdf](#)

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

11 ACTION AGENDA

- 11.A *Request approval of Budget Amendment 22-23-137 and a contract between Highlands County and E.O. Koch Construction Co. for the construction of a New Traffic Ops Building (Project 19007).*
JD Langford, P.E., County Engineer
The fiscal impact is \$150,000.00 with the transfer of funds between projects which are budgeted in the FY 22-23 Budget within Fund 151 (Infrastructure Surtax Fund). This Budget is transferring funds from Project #22010 (ADA Hammock Rd. Multi Use Path) to Project #19007 (New Traffic Ops Building).
[Traffic Operations Building Contract.pdf](#)
[22-23-137 Transfer from Proj 22010 to Proj 19007 Traffic Ops Bldg.pdf](#)
- 11.B *Request approval of the Agreement with Parker Mudgett Smith Architects for the Highlands County Special Needs Shelter.*
Brandon Gunn, Interim Facilities Director
The fiscal impact is \$509,947.00 to Fund 005, Project 20071 (Special Needs Shelter), Cost Center 3991, account 56200Z which is currently budgeted in FY22/23.
[Professional Services Agreement.Parker Mudgett.SGS - PMSA signed 08Aug2023.pdf](#)
- 11.C *Request to donate surplus land to Spring Lake ECO Park.*
Laurie A. Hurner, County Administrator
Sherry Sutphen, County Attorney
The value of the property according to the Highlands County Property Appraiser is \$85,160. Thus, the County owned land bank would be reduced by such.
[Spring Lake Eco Park Land Request.pdf](#)
- 11.D *Request adoption of Resolution 22-23-181 prohibiting residential financing programs for funding certain energy conservation and efficiency improvements.*
Sherry G. Sutphen, County Attorney
No fiscal impact.
[Resolution_FSS_163.08_Disclaiming_Residential_Financing.SGS.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 *Presentation to consider the Revised Proposed Budget for FY 23/24.*
Laurie Hurner, County Administrator
David Nitz, OMB Manager
The fiscal impact for the Proposed Budget is the current budget amount of all funds totaling \$187,785,578.

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Board payables from to August 15, 2023, to September 6, 2023*

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 Relay 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: Sept 7, 2023

PRESENTER: Jonathan Harrison, Road & Bridge Director
Leah Sauls, Development Services

SUBJECT/TITLE: County Administrator Laurie Hurner Presentation of Years of Service Awards

STATEMENT OF ISSUE

Recognizing employees that have reached Years of Service milestones.
5 Years of Service

Robert Horne - Building Inspector I
Jeffrey Layport - Finish Equipment Operator
Gary Piggott - Finish Equipment Operator
Dawn Ritter - Natural Resources Manager

RECOMMENDED ACTION

Award pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: [Service Award Bios Sep 7. 2023.docx](#)

Bios

5 Years of Service	Robert Horne was hired by the Board of County Commissioners in July 2018. He serves the County as a Building Inspector I.
5 Years of Service	Jeffrey Layport was hired by the Board in July 2018 as an Equipment Operator I. In March 2019, he was promoted to Equipment Operator II and in August 2019 he was promoted to Finish Equipment Operator.
5 Years of Service	Gary Piggott was hired by the Board in July 2018 as an Equipment Operator I. In June 2019, he was promoted to Equipment Operator II and in February 2021 he was promoted to Finish Equipment Operator Grader.
5 Years of Service	Dawn Ritter was hired by the Board of County Commissioners in August 2018. She serves as the Natural Resources Manager.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Sept 7, 2023

PRESENTER: Laurie Hurner, County Administrator
Nick Sawyer, Assistant County Administrator Chief of Staff

SUBJECT/TITLE: Presentation of Employee of the Quarter for the 2nd Quarter of 2023

STATEMENT OF ISSUE

Human Resources received six (6) nominees for Employee of the Quarter for the 2nd quarter of 2023. David Nitz was selected as the recipient of the Employee of the Quarter Award for the second quarter of 2023.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to David Nitz of the Budget Department

FISCAL IMPACT

The Employee of the Quarter recipients receive a plaque, eight (8) hours of personal leave, a gift card, and their name placed on a plaque displayed in the Government Center.

Attachments: [David Nitz Nominations.docx](#)

David Nitz OMB Manager 1st Nomination

It goes without saying, but David has been a rock star this quarter helping all departments with budgeting issues and helping both Admin, the Board, and Directors alike with thousands of questions and concerns. It is a huge task in any normal year but dealing with record high inflation rates coupled with Board direction to reduce spending, he continues to keep his friendly demeanor and stay focused on the task. It has meant many late nights in the office working with directors and Admin. He truly makes a tough process much easier by being approachable and always friendly and helpful. Although I am not his director, I do believe he and his whole team have done a great job trying to do a seemingly almost impossible task.

David Nitz OMB Manager 2nd Nomination

David manages the Office of Management and Budget with knowledge and dedication. He began working in Budget 14 and a half years ago and became Budget Manager in 2012. He has been faced with many challenges over the years and now is tasked with reducing millage while providing increased services to County residents. David has been able to meet deadlines and provide budget assistance to departments while short staffed. He is able to present the Budget with understanding and sometimes a little humor. I would like to acknowledge David for his hard work by nominating him for Employee of the Quarter.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Cynthia Acevedo, Healthy Families Program Manager/ Assistant Community Programs Director

SUBJECT/TITLE: Recognition of Highlands County Fire Rescue for their fundraising efforts and generous donation of school supplies for children in Highlands County.

STATEMENT OF ISSUE

Healthy Families Highlands held its annual Back-to-School Bash in early August for its program participants. This year was extra special because of how Board employees came together, specifically our Highlands County Fire Rescue and Community Programs departments. Fire Rescue crews were able to raise \$4,000, which allowed them to provide 46 backpacks for school-age children in the Healthy Families Highlands program. They also filled 160 extra backpacks that were distributed to all nine elementary schools in our County. 63 Healthy Families Highlands program participants attended the Back-to-School event. Our Fire Rescue personnel brought a fire engine and an ambulance for the kids and parents to enjoy a touch-a-truck experience.

RECOMMENDED ACTION

Move to accept recognition of Highlands County Fire Rescue for their fundraising efforts and generous donation of school supplies for children in Highlands County.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Kelly Duppenhaler, Interim Fire Chief

SUBJECT/TITLE: Highlands County Fire Rescue Employee and Volunteer Life Saver Award Presentation

STATEMENT OF ISSUE

March 2023, Personnel responded to an overdose call and found a male patient unresponsive. The crew initiated the overdose protocol and found the need for advanced airway management due to the patient being unable to maintain his own airway. While preparing for intubation the patient declined to a cardiac arrest state. Crew members initiated immediate CPR along with proper medications. Upon a reassessment of the patient, they found he was in ventricular fibrillation (v-fib), and they provided immediate cardiac defibrillation (shock). Advanced Cardiac Life Support measures continued until they reached a local hospital where the patient was found with a pulse and Return of Spontaneous Circulation (ROSC) efforts were initiated. After a short stay in the ICU, the patient was discharged and walked out returning to a normal life. Crew Members to be recognized are LT/EMT Max Sherwood, FF/PM Nick White, FF/EMT Jason Hernandez and FF/EMT Alva Espinoza.

May 2023, the Crew on Rescue 4 and Rescue 4-2 were dispatched to a High School for a juvenile female in cardiac arrest. Many bystanders along with HCSO School Resource Officers had begun CPR and retrieved an AED prior to the arrival of Fire Rescue Personnel. Fire Rescue crews took over patient care and initiated treatment according to the cardiac arrest protocol which resulted in Return of Spontaneous Circulation (ROSC) with the patient attempting to breathe on her own prior to arriving at a local hospital. The patient was admitted to ICU and transferred to a facility specializing in pediatrics for further treatment. Crew Members to be recognized are FF/PM Christopher Cruz, FF/PM Donald Walker, FF/EMT Justin Keene and FF/EMT Jorge Santiago.

July 2023, Stations 36 and 41 were dispatched to no vitals call and upon arrival to the scene they found a male patient in cardiac arrest. Fire Rescue personnel began immediate CPR efforts along with rapid cardiac defibrillation while continuing treatment according to the cardiac arrest protocol. Upon reassessment while in route to a local hospital the patient was found to have Return of Spontaneous Circulation (ROSC). The patient was transferred to another hospital for a defibrillator implant and is currently recuperating at a rehabilitation center. Crew Members to be recognized are District Chief Scott Durban, LT/PM Jarrod Akins, FF/PM Caylyn Gonzalez, FF/EMT Shane Milligan, FF/EMT Amanda Nolet and Volunteer FF/EMT Rafael Ramos.

RECOMMENDED ACTION

Move to approve the Highlands County Fire Rescue Life Saver Award presentation to Employees and Volunteers

FISCAL IMPACT

There is no fiscal impact.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Ingra Gardner, Director of Community Programs

SUBJECT/TITLE: Recognition of national re-accreditation by the National Children's Alliance to the Ruth E. Handley Children's Advocacy Center.

STATEMENT OF ISSUE

Originally accredited in 1998, The Ruth E. Handley Children's Advocacy Center is a child-focused center that provides child victims of abuse with a safe place to tell their story and feel secure in the knowledge that their abuser cannot reach them. The advocacy center provides a child-friendly facility, where representatives from many disciplines work collaboratively and make decisions about the investigation, treatment, intervention, and prosecution of child abuse cases all on site to meet the needs of the child.

The National Children's Alliance ensures all children across the United States served by child advocacy centers receive consistent, evidence-based services that help them heal from abuse. Approximately every five years, the national accrediting body (National Children's Alliance) updates standards to reflect the latest evidence and practice. Children Advocacy Centers must then meet the new, higher standards of practice and care. The National Children's Alliance then performs site reviews to ensure children receive the highest quality services possible.

The CAC received its national re-accreditation by the National Children's Alliance on June 14, 2023, after the site visit on March 28, 2023. This national re-accreditation demonstrates the commitment to the standards and criteria which ensure children and families in Highlands County receive efficient, high quality, relevant and compassionate services they deserve.

Nationally, there are currently 939 accredited children advocacy centers with 28 being in Florida.

RECOMMENDED ACTION

Move to accept the recognition of national re-accreditation by the National Children's Alliance to the Ruth E. Handley Children's Advocacy Center.

Attachments: [NCA reaccreditation letter 2023.pdf](#)

June 14, 2023



The Ruth E. Handley Children's Advocacy Center of Highlands County
1968 Sebring Parkway
Sebring, FL 33870

Dear The Ruth E. Handley Children's Advocacy Center of Highlands County,

Congratulations! The National Children's Alliance Board of Directors has approved your application for re-accreditation. We are pleased to have you continue your relationship with us. Additionally, being recognized by a national organization validates the hard work and commitment of your community.

We would like to acknowledge the extensive work your center and team has completed to demonstrate through both written documentation and observed practice that the CAC is in compliance with these national accreditation standards. The standards and their accompanying criteria ensure that children and families in your community receive effective, efficient, relevant and compassionate services. Please keep in mind that your state Chapter, Regional CAC and NCA Engage have extensive resources for any training and technical assistance needs you may have. Over the next couple months you will receive your new NCA membership plaque in the mail – we hope that you will display it with pride. Please reply to this email confirming your address.

A link is listed below that contains items regarding your membership with NCA including:

<https://learn.nationalchildrensalliance.org/memberbenefits>

- A copy of the Policy on Critical Incident Reporting.
- Instructions for statistical reporting to maintain your membership, due January 15th and July 15th for biannual reporting.
- A sample of Affidavit of Standards Compliance Form - this form is required to be submitted on an annual basis.
- Links to update your Center's contact information.
- We would like to bring to your attention that NCA annual dues for accredited membership are \$600 per year.

Please bookmark the above link for your on-going reference. Additionally, you will receive a letter containing information on how to access NCA's Brandfolder, which includes the following:

- A sample press release announcing your membership with NCA. Please feel free to tailor it to fit your CAC. We encourage you to use this opportunity to gain publicity for your center.
- A Graphic Standards guide for NCA Logo Usage and copies of the logo. You should begin using the NCA logo in accordance with the agreement and standards.

Again, congratulations on renewing your accredited status with the National Children's Alliance. Please do not hesitate to contact us if you have any questions.

Sincerely,

Teresa Huizar
Chief Executive Officer

Dave Betz
Vice President of Operations

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Erica Sittler, Maris, West, and Baker

SUBJECT/TITLE: Highlands County Economic Development marketing update to the board.

STATEMENT OF ISSUE

Maris, West, and Baker, the marketing company used by the Economic Development Office, will be giving a presentation on the marketing efforts of the office.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Tanya Cannady, CPA, CDM
Business Services Director

SUBJECT/TITLE: Request approval for change order #3 to the agreement for external audit services with Clifton Larson Allen (CLA).

STATEMENT OF ISSUE

A new government accounting standard is required to be implemented for the County's fiscal year ended September 30, 2023 and will require significant additional audit procedures. CLA is requesting additional compensation to audit these new standards as required by Government Accounting Standards.

RECOMMENDED ACTION

Move to approve change order #3 to the agreement for external audit services with Clifton Larson Allen (CLA).

FISCAL IMPACT

The fiscal impact is an increase of not to exceed \$23,774 for the 23/24 fiscal year. Sufficient budget exists in cost center 2105 to cover the additional costs.

Attachments: [Additional Fees Request - GASB 96 Auditing.pdf](#)
[Amendment3.CLA.pdf](#)



CliftonLarsonAllen LLP
2523 US Highway 27 South
Sebring, FL 33870

phone 863-385-1577 fax 863-385-0647
claconnect.com

July 28, 2023

Tanya Cannady, Business Services Director
Highlands County, Florida

Dear Tanya:

The County is required to implement GASB Statement No. 96, *Subscription Based Information Technology Arrangements*, for the year ended September 30, 2023. We have determined that implementation of the standard will require significant additional audit procedures.

In accordance with paragraph 12.a. of the Agreement Between Highlands County and CliftonLarsonAllen LLP for Professional Financial Auditing Services, we respectfully request additional compensation not to exceed \$23,774 due to the additional work required. Attached is a schedule calculating the additional fees.

Sincerely,

CliftonLarsonAllen LLP

Julie S. Fowler
Signing Director
863-202-8116
julie.fowler@CLAconnect.com

Highlands County Professional Services Fee Support

Based Audit Fee

Fiscal Year 2023 Fee	\$ 187,740
Plus: GASB 96 (Estimated Amount)	\$ 23,774
Total	<u>\$ 211,514</u>

Proposed Additional Amounts

Audit of the County's Implementation of GASB Statement No. 96 - *SBITA*

	Billing Rate Per Attach A	Billing Rate Adj by CPI* 2022 Rate	Billing Rate Adj by CPI** 2023 Rate	Estimated Hours	Extended Amount
Principals and Signing Directors	\$ 300	\$ 312	\$ 319	8	\$ 2,552
Managers and Directors	\$ 225	\$ 234	\$ 239	20	\$ 4,780
Seniors	\$ 135	\$ 140	\$ 143	40	\$ 5,720
Staff	\$ 110	\$ 114	\$ 117	90	\$ 10,530
Administrative	\$ 90	\$ 94	\$ 96	2	\$ 192
Total					<u>\$ 23,774</u>

* Section 2 below caps the CPI increase at 4%. Because CPI for June 2023 was over 8%, we are assuming the 4% maximum will apply.

** Increase as of June 2023 is 2.3%

ATTACHMENT A

HOURLY RATE SCHEDULE FOR SPECIAL PROJECTS

Classification	Billing Rate
Principals and Signing Directors	\$300
Managers and Directors	\$225
Seniors	\$135
Staff	\$110
Administrative	\$90

- 1) The above rates are for special projects that would require additional work outside of the scope of the contracted auditing services. Any additional work outside of the scope of the contracted auditing services shall be authorized by an addendum to the Agreement for Professional Financial Auditing Services executed by both parties.
- 2) The above rates will be adjusted annually by the Consumer Price Index published by the Bureau of Labor Statistics. The Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series), Top Picks. U.S. All Items, 1982-84 seasonally unadjusted for the last twelve months as of September for each year, with a minimum of zero percent increase and a maximum increase of four percent per year.

**AMENDMENT 3 TO THE AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND CLIFTONLARSONALLEN LLP FOR
PROFESSIONAL FINANCIAL AUDITING
SERVICES.**

THIS AMENDMENT 3 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the “COUNTY” and CliftonLarsonAllen LLP., 2523 US Highway 27 South, Sebring, Florida 33870, hereinafter referred to as the “AUDITOR”.

WHEREAS, on April 6, 2021, the COUNTY executed an Agreement with the AUDITOR to provide professional external auditing services related to RFP #20-038 (hereinafter collectively referred to as “Agreement”); and

WHEREAS, pursuant to the Agreement, Section 12a, Compensation, in the event of new accounting or auditing regulatory requirements which make it necessary for the AUDITOR to do additional work, the parties shall negotiate a written amendment to the Agreement in order to compensate the AUDITOR for the required additional work; and

WHEREAS, the parties have determined that it is in their best interest to amend the Agreement to recognize new auditing regulatory requirements and the additional cost associated with the same.

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

1. Section 2, Scope of Services is hereby amended to include the following:

Prior to beginning work each year of the Term of this Agreement, the AUDITOR will submit the annual Statements of Work to the COUNTY authorizing the AUDITOR to proceed with the annual audits. The County Administrator is hereby authorized to execute the Statements of Work on behalf of the COUNTY so long as the provisions of such Statements of Work do not conflict with the terms and conditions of this Agreement, the Statements of Work do not contain a price increase, and so long as the Statements of Work have been reviewed and approved by the County Attorney for legal sufficiency.

2. Section 12, Compensation, is hereby amended to reflect the following compensation revision for the fiscal year ending on September 30, 2023:

*Additional compensation not to exceed \$23,774 due to the additional work required, attached hereto as **Exhibit “A-1”***

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives,
have executed this Amendment 3 effective this ____ day of _____ 2023.

HIGHLANDS COUNTY

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

AUDITOR

By: Julie S. Fowler _____

Print: Julie S. Fowler _____

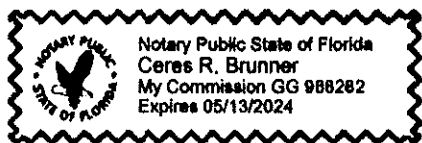
Title: Signing Director _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or []
online notarization of _____, as _____, of
CliftonLarsonAllen LLP, who personally swore or affirmed that he/she is authorized to execute this
Agreement and thereby bind the Auditor, and who is personally known to me or who produced
_____ as identification, and who did/did not take an oath this
30 day of AUGUST, 2023.

(stamp)



Ceres R. Brunner
NOTARY PUBLIC, State of Florida

Exhibit "A-1"

Highlands County Professional Services Fee Support

Based Audit Fee

Fiscal Year 2023 Fee	\$ 187,740
Plus: GASB 96 (Estimated Amount)	<u>\$ 23,774</u>
Total	<u>\$ 211,514</u>

Proposed Additional Amounts

Audit of the County's Implementation of GASB Statement No. 96 - *SBITA*

	Billing Rate Per Attach A	Billing Rate Adj by CPI* 2022 Rate	Billing Rate Adj by CPI** 2023 Rate	Estimated Hours	Extended Amount
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Administrative	\$ 90	\$ 94	\$ 96	2	\$ 192
Total					<u>\$ 23,774</u>

* Section 2 below caps the CPI increase at 4%. Because CPI for June 2023 was over 8%, we are assuming the 4% maximum will apply.

** Increase as of June 2023 is 2.3%

ATTACHMENT A

HOURLY RATE SCHEDULE FOR SPECIAL PROJECTS

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Staff	\$110
Administrative	\$90

1) The above rates are for special projects that would require additional work outside of the scope of the contracted auditing services. Any additional work outside of the scope of the contracted auditing services shall be authorized by an addendum to the Agreement for Professional Financial Auditing Services executed by both parties.

2) The above rates will be adjusted annually by the Consumer Price Index published by the Bureau of Labor Statistics. The Consumer Price Index for Urban Wage Earners and Clerical Workers (Current Series), Top Picks. U.S. All Items, 1982-84 seasonally unadjusted for the last twelve months as of September for each year, with a minimum of zero percent increase and a maximum increase of four percent per year.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Brandon Gunn, Interim Director

SUBJECT/TITLE: Request consideration of wavier of fees and damage deposit for the Redbeach Community Homeowners for the rental of the Desoto Community Center for Fiscal Year 2023-2024.

STATEMENT OF ISSUE

Attached is a letter from the homeowners in the Redbeach neighborhood requesting an extension to waive the rental fees and damage deposit for the use of the Desoto City Community Center.

This group has utilized this facility for the past six years for meetings of homeowners from the Redbeach neighborhood. Meetings are held monthly, normally on Thursdays, during the months of October through May. The members have a pot luck dinner, socialize and often invite representatives from various organizations/agencies within the County to discuss various topics. The group is not a 501c3 group, but is requesting that the refundable damage deposit and the rental fees be waived for the FY 2023-2024 (October 1, 2023 to September 30, 2024).

Per the FY 2023-2024 Schedule of Fees, the rental fee is as follows:

\$50.00 Standard Rental Fee, Per Event

\$100.00 Damage Deposit

The group must comply with the Building Use Rules and provide liability insurance. Due to the sensitivity of this building used by the Supervisor of Elections during Elections, a key will not be issued for continual use. A key will have to be checked out and return for each day used.

RECOMMENDED ACTION

Request consideration of wavier of fees and damage deposit for the Redbeach Community Homeowners for the rental of Desoto City Community Center for the Fiscal Year 2023-2024.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to Fund 005 (General Fund) account 3475300 of approximately \$400.00.

Attachments: [Redbeach Lake Homeowners FY23-24 Waiver Req Ltr.pdf](#)
[Redbeach Fees Waived.pdf](#)

RICHARD FARMER

6110 Lake Front Drive
Sebring, FL 33876-5920
phone: 863-655-6212
August 3, 2023

Highlands County Commissioners
Att: Kimberly A. Middleton
Office of Management & Budget
600 S. Commerce Ave. B233
Sebring, FL 33870

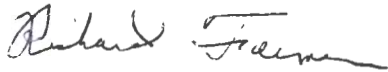
To Whom It May Concern:

We are again asking for a waiver of rental fees on the Desoto City Community Building located at 6305 County Road 17 South for the Redbeach Community Association & Neighborhood Watch for the 2023-24 year. We are planning on meeting on October 5, November 2 and December 7, 2023. We will meet again on January 4, February 1, March 7, April 4 and May 2, 2024.. We will continue to pay for insurance based on our 8 meeting nights with an average attendance of 18.

We would be using the building from 6:00 pm and normally end by 8:30 pm. Members serve as hosts and so they set up the room prior to that and then we clean up after the meeting and take any garbage home so the building is ready for the next occupant.

I have been responsible for the key for the last few years and would continue to do so.

Sincerely,



Richard R. Farmer

P.S. My Email address is rrpfarmer@gmail.com Please let us know if our request has been approved.
Thank you.

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2020-21	2021-22	2022-23	2023-24
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 08.09.2022				
A.A.I.S.L - All American International Softball league	Sports Complex	1	\$ 635.00	\$635.00			
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	15	\$ 3,000.00	Cancelled	\$200.00	\$200.00	\$200.00
Leisure Lakes Home Owners Civic Association	H.L. Bishop Park Clubhouse	14	\$ 3,900.00	Cancelled			
Miracle League of Highlands Co.	AgCenter, Auditorium	1	\$ 250.00			\$250.00	
Nu-Hope Elder Care Services, Inc.	AgCenter, Auditorium	27	\$ 14,021.00	Cancelled	\$500.00	\$500.00	
Redbeach Community Homeowners Association	Desoto City Comm. Ctr.	7	\$ 5,425.00	Cancelled	\$400.00	\$400.00	\$400.00
Kiwanis Aktion Club of Highlands County (<i>formally Ridge Area ARC & Special Stars</i>)	Ag Center - Auditorium	6	\$ 4,215.00	Cancelled	\$380.00	\$250.00	
Kiwanis Aktion Club of Highlands County (<i>formally Ridge Area ARC & Special Stars</i>)	Sports Complex	15	\$ 14,625.00	Cancelled	\$325.00	\$1,025.00	
Salvation Army	Sports Complex	3	\$ 1,125.00	\$375.00	Cancelled		
Sebring High School Boys and Girls Soccer Program	Sports Complex	3	\$9,770.00	\$645.00	\$4,150.00	\$4,975.00	
Sebring High School Cross Country Athletic Program	Sports Complex	2	\$2,950.00	\$1,820.00	Paid Fees	Paid Fees	
Jacob Eckblad / Softball tournament fundraiser for Chuck Detore	Sports Complex	1	\$ 265.00			\$265.00	

8/7/2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Brandon Gunn, Interim Parks & Facilities Director

SUBJECT/TITLE: Request approval to waive fees for the Friends of Istokpoga Lake Association, Inc. for rental of the Lorida Community Center for Fiscal Year 2023-2024.

STATEMENT OF ISSUE

Attached is a letter from the Friends of Istokpoga Lake Association, Inc. requesting to waive the rental fees and damage deposit for the use of the Lorida Community Center. This group has utilized this facility for several years and hope to hold two future meetings on November 16, 2023 and February 15, 2024. Meetings cover what is going on with Lake Istokpoga with input from different agencies responsible for managing the lake. Representatives from Highlands County Natural Resources and Florida Wildlife Commission and South Florida Water Management District to discuss various topics. The group is a 501c3 and can provide liability insurance.

Per the FY 2023-2024 Schedule of Fees, the rental fee is as follows:
- \$100.00 Standard Rental Fee, Per Event and \$100.00 Damage Deposit.

Total fees waived: \$200.00

The group must comply with the building rental use rules.

RECOMMENDED ACTION

Move to approve waiver of fees and damage deposit for the Friends of Istokpoga Lake Association for rental of the Lorida Community Center for Fiscal Year 2023-2024.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to Fund 005 (General) account 3475300 of approximately \$200.00.

Attachments: [Friends of Istok Lk Assoc 23-24 request.pdf](#)
[Friends of Istok Lk Assoc 23-24 fees waived.pdf](#)

Friends of Istokpoga Lake Association, Inc.



Parks and Facilities Management
636 S. Fernleaf Avenue
Sebring, Florida 33870

August 9, 2024

Re: Request for continuance of Lorida Community Center fee-waiver

Dear Ginger Svendsen / Parks & Facilities Management, Administrative Assistant

On behalf of The Friends of Istokpoga Lake Association, Inc. (FOILA) we respectfully request that the fees associated with holding our member meetings at the Lorida Community Center continue to be waived, as has been the case for many years. FOILA was founded in 1998 as a 501c3 charitable organization and continues to serve the needs of not only our membership, but also the community at large. We hope to hold several future meetings at the Lorida Community Center (Nov. 16, 2023, & Feb. 15, 2024 are currently planned), all of which are open to the public at no charge.

The meetings include a subject-matter guest speaker and are regularly attended by representatives from Highlands County Dept. of Natural Resources, Florida Wildlife Commission and South Florida Water Management District. Topics cover what is going on in and around Lake Istokpoga with input from the different agencies responsible for managing the lake. In addition, Highlands County residents and local businesses are provided a one-on-one opportunity to interact with agency personnel in this unique setting,

Finally, it should be noted that FOILA is one of the founding "voting" members, on the Lake Istokpoga Management Committee and governed by The Board of County Commissioners. It would be very much appreciated if this request can be approved as soon as possible. Thank you for your consideration and continued support.

Sincerely,

Bert Galloway
Vice President of FOI

P.O. Box 205 Lorida, Florida 33857-0205

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2020-21	2021-22	2022-23	2023-24
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 08.09.2022				
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Miracle League of Highlands Co.	AgCenter, Auditorium	1	\$ 250.00			\$250.00	
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Kiwanis Aktion Club of Highlands County (<i>formally Ridge Area ARC & Special Stars</i>)	<i>Sports Complex</i>	<i>15</i>	<i>\$ 14,625.00</i>	<i>Cancelled</i>	<i>\$325.00</i>	<i>\$1,025.00</i>	
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Jacob Eckblad / Softball tournament fundraiser for Chuck Detore	Sports Complex	1	\$ 265.00			\$265.00	

8/7/2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Ingra Gardner, Community Programs Director

SUBJECT/TITLE: Request approval of FY23/24 Child Advocacy Trust Fund Award Agreement.

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 to be used by the Children's Advocacy Centers for services provided to children.

RECOMMENDED ACTION

Move to approve FY23/24 Child Advocacy Trust Fund Award Agreement.

FISCAL IMPACT

The fiscal impact is an increase to the General Fund (005) Cost Center 3995 (Children's Advocacy Center) in the amount of \$4,508.21.

Attachments: [Agreement- DCF 2023.pdf](#)

CSFA No. 60.124

23-24-DCF-CAC-23

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 \$4,508.21.

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: Michèle Vaught
Address: 501 E. Tennessee Street, Suite B, Tallahassee, Florida 32308
Phone: 850-671-4791
Email: mvaught@fncac.org

1.3 Effective and Ending Dates

The Agreement shall be effective July 1, 2023 or the last party signature date, whichever is later, and shall end at midnight, **Eastern time, on June 30, 2024**. If the Agreement is not fully executed by both parties by September 30, 2023 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.

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 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 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.

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 checks 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

- 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.

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:
 - 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 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.
- 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.

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 23 page Agreement to be executed by their undersigned officials as duly authorized.

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

Florida Network of Children's Advocacy Centers, Inc.

Signature: _____

Chris Campbell, Chairman

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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.

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.

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 member/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;
 2. diagnose, document, and address medical conditions resulting from abuse;
 3. differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;
 4. diagnose, document, and address medical conditions unrelated to abuse; and
 5. 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.

EXHIBIT C – FY23-24 BUDGET

Refer to the DCF Required Reports & Instructions Document

1. Legal Name of Children's Advocacy Center:

The Ruth E. Handley Children's Advocacy Center of Highlands County, a Political Subdivision of the State of Florida

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*):

DCF Trust Funds will be utilized to perform Mental Health Services (i.e., trauma-focused mental health treatment) to CAC Clients

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.:*

The hourly rate of therapy service for a child victim without insurance is \$80.

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

A therapy session is the equivalent to one unit of service. One unit of service is equivalent to one hour. 56.352 hours of therapy will be provided at \$80.00/hr.

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*):

A standard TF-CBT plan for a child victim consists of 12 1-hour sessions of therapy. 56.352 hours divided by 12 sessions to complete the program would equal 4.7 clients completing a full cycle of TF-CBT.

ATTACHMENT A

Provided as Separate Attachments

A-1 Monthly Activity Report & Invoice

A-2 Monthly Services Detail Report

ATTACHMENT B

Data Form

Provided as Separate Attachment

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

DCF ADA/SECTION 504 COORDINATORS

The ADA/504 Coordinator responsible for my activity is:

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

The ADA/504 Coordinator's responsibility is to:

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

I, _____, attest to the following:

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

Signature

Date

*This document will be maintained in the personnel

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.

- (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.

(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

Employment Screening Affidavit**CONTRACT NO.: LJ012/23-24 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: The Ruth E. Handley Children's Advocacy Center of Highlands County
(Print Name)

By: Julie Richardson Date: 6/29/2023
Signature Of Authorized Representative

Representative's Name/Title: Julie Richardson, CAC Manager
(Print Name/Title)

State Of Florida
County Of Highlands

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or
☐ online notarization this 29th day of June, 2023 (year), by

[Signature]
Signature of Notary (Print, Type, or Stamp Commissioned Name of Notary Public)



VICTOR GARCIA-HERREROS
Commission # GG 907661
Expires September 22, 2023
Bonded Thru Budget History Services

[Check One] ☒ Personally Known OR ☐ Produced the following I.D. _____

Make sure to complete the 2nd page

VENDOR NAME Highlands County Board of County Commissioners FEIN# _____

VENDOR'S AUTHORIZED REPRESENTATIVE NAME AND TITLE _____

ADDRESS: 1968 Sebring Parkway

CITY, STATE, ZIP: Sebring, FL 33870

PHONE NUMBER: 863-402-6845

EMAIL ADDRESS: jrichardson@highlandsfl.gov or cacmanager@highlandsfl.gov

2024 SEP 24 PM 2:04
10/10/2024
10/10/2024
10/10/2024



2023-2024 DCF Trust Fund Monthly Activity Report & Invoice

Upload to Track-It No later than the 7th calendar day of the Month
June Final is due no later than July 10, 2024

CAC Name:

CAC #:

A	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars													0
	Service - 1:													
	Rate - 1:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars													0
B	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars													0
	Service - 2:													
	Rate - 2:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars													0
C	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Number of augmented and unduplicated units of service delivered with trust fund dollars													0
	Service - 3:													
	Rate - 3:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars													0
TOTAL	Activity	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
1	Total Number of augmented and unduplicated units of service delivered with trust fund dollars	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL INVOICE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Total Number of Victims of Child Abuse or their Non-Offending Family Member/Caregiver served with trust fund dollars	0	0	0	0	0	0	0	0	0	0	0	0	0

Definitions:

Augmented Services – 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.

Unduplicated Services - An unduplicated unit of service is defined as a client receiving one of the core CAC services: (Forensic Interview, Specialized Interview, Medical Exam, Psychological Evaluation, Victim Advocacy, Therapy), if the employee/contractor is paid using FNCAC DCF Grant funds.

Instructions:

There are some CACs that have budgeted for more than one service or their service unit is in a cost range i.e. \$800-\$1,000. Therefore, there are 3 areas (A, B & C) above where the separate services can be added (if budgeted for more than 1 service) or the service with multiple unit costs can be added.

If your CAC budgeted 1 service with 1 service unit cost, only use Activity Section "A".

- 1

Insert the units of service delivered for the current month and the previous month(s) in row #1. You are reporting the number of units of service that augment current services and those that do not duplicate services that are provide by other state agencies. This comes from the total of column F on the Monthly Services Detail Report.

YTD will automatically calculate. The total YTD at the end of the contract period should represent the number listed in Exhibit C #4 of your Trust Fund Agreement.
- 2

Insert the number of clients seen for the current month and the previous month(s) in row #2. This comes from the total of column D on the Monthly Services Detail Report.

Note: this may not be the same number as listed for units of service.

YTD will automatically calculate.

Note: If your previous month(s) numbers have changed from prior submissions, highlight and provide explanation for the change.

I certify that the above is true and a correct reflection of this period’s activities, as stipulated in this agreement.

Signature:

Printed Name:

Title:

Date:

57

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: _____		CAC Number: _____		
Service Month: July-23				
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):				
Male Child Total: _____	Female Child Total: _____	Total All: _____	0	
Male Adult Total: _____	Female Adult Total: _____	Total Children: _____	0	
Other child Total: _____	Other Adult Total: _____	Total Adults: _____	0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):				
White Child Total: _____	Hispanic Child Total: _____			
White Adult Total: _____	Hispanic Adult Total: _____			
African American Child Total: _____	Other Child Total: _____	Total All: _____	0	
African American Adult Total: _____	Other Adult Total: _____	Total Children: _____	0	
		Total Adults: _____	0	
Primary Maltreatment of clients served this month:				
Sexual Abuse: _____	Drug Endangerment: _____			
Witness to Violence: _____	Neglect: _____			
Physical Abuse: _____	Other: _____			
		Total: _____	0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):				
0-6 years: _____	13-17 Years: _____	Total All: _____	0	
7-12 years: _____	Adult: _____	Total Children: _____	0	
		Total Adults: _____	0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):				
Number <u>children "served" (unduplicated)</u> this month:				
Advocacy: _____	Psychological Consultation: _____			
Case Mangement: _____	Psychological Evaluation: _____			
Individual Therapy: _____	Forensic Interview: _____			
Family Therapy: _____	Specialized Interview: _____			
Group Therapy: _____	Medical Evaluation/Exam: _____			
				Translation Services: _____
				Total: _____
Number <u>non-offending family members/caregivers "served" (unduplicated)</u> this month:				
Advocacy: _____	Psychological Consultation: _____			
Case Mangement: _____	Psychological Evaluation: _____			
Individual Therapy: _____	Specialized Interview: _____			
Family Therapy: _____	Translation Services: _____			
Group Therapy: _____				
				Total: _____
Grand Total: _____ 0				
Number of <u>units of service</u> delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):				
Number of units of service provided to <u>children</u> this month:				
Advocacy: _____	Psychological Consultation: _____			
Case Mangement: _____	Psychological Evaluation: _____			
Individual Therapy: _____	Forensic Interview: _____			
Family Therapy: _____	Specialized Interview: _____			
Group Therapy: _____	Medical Evaluation/Exam: _____			
				Translation Services: _____
				Total: _____
Number of units of service provided to <u>non-offending family members/caregivers</u> this month:				
Advocacy: _____	Psychological Consultation: _____			
Case Mangement: _____	Psychological Evaluation: _____			
Individual Therapy: _____	Specialized Interview: _____			
Family Therapy: _____	Translation Services: _____			
Group Therapy: _____				
				Total: _____
Grand Total: _____ 0				
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:				

FY2023-2024 DCF Trust Fund			
Monthly Data Form (Due 7th of the month) Participant Demographics & Services			
Name of CAC: 0		CAC Number: 0	
Service Month: August-23			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	
Male Adult Total: _____		Female Adult Total: _____	
Other child Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	
African American Adult Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
		Total: 0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	
7-12 years: _____		Adult: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
		Grand Total: 0	
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
		Grand Total: 0	
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund			
Monthly Data Form (Due 7th of the month) Participant Demographics & Services			
Name of CAC: 0		CAC Number: 0	
Service Month: September-23			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	
Male Adult Total: _____		Female Adult Total: _____	
Other child Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	
African American Adult Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
		Total: 0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	
7-12 years: _____		Adult: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	CAC Number: 0
Service Month: October-23	
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
Male Child Total: _____	Female Child Total: _____ Total All: 0
Male Adult Total: _____	Female Adult Total: _____ Total Children: 0
Other child Total: _____	Other Adult Total: _____ Total Adults: 0
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
White Child Total: _____	Hispanic Child Total: _____
White Adult Total: _____	Hispanic Adult Total: _____
African American Child Total: _____	Other Child Total: _____ Total All: 0
African American Adult Total: _____	Other Adult Total: _____ Total Children: 0
	Total Adults: 0
Primary Maltreatment of clients served this month:	
Sexual Abuse: _____	Drug Endangerment: _____
Witness to Violence: _____	Neglect: _____
Physical Abuse: _____	Other: _____ Total: 0
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
0-6 years: _____	13-17 Years: _____ Total All: 0
7-12 years: _____	Adult: _____ Total Children: 0
	Total Adults: 0
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
Number children "served" (unduplicated) this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Forensic Interview: _____
Family Therapy: _____	Specialized Interview: _____
Group Therapy: _____	Medical Evaluation/Exam: _____
	Translation Services: _____ Total: 0
Number non-offending family members/caregivers "served" (unduplicated) this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Specialized Interview: _____
Family Therapy: _____	Translation Services: _____
Group Therapy: _____	Total: 0
Grand Total: 0	
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):	
Number of units of service provided to children this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Forensic Interview: _____
Family Therapy: _____	Specialized Interview: _____
Group Therapy: _____	Medical Evaluation/Exam: _____
	Translation Services: _____ Total: 0
Number of units of service provided to non-offending family members/caregivers this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Specialized Interview: _____
Family Therapy: _____	Translation Services: _____
Group Therapy: _____	Total: 0
Grand Total: 0	
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:	

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0	CAC Number: 0
Service Month: November-23	
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
Male Child Total: _____	Female Child Total: _____ Total All: 0
Male Adult Total: _____	Female Adult Total: _____ Total Children: _____ 0
Other child Total: _____	Other Adult Total: _____ Total Adults: _____ 0
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
White Child Total: _____	Hispanic Child Total: _____
White Adult Total: _____	Hispanic Adult Total: _____
African American Child Total: _____	Other Child Total: _____ Total All: 0
African American Adult Total: _____	Other Adult Total: _____ Total Children: _____ 0
	Total Adults: _____ 0
Primary Maltreatment of clients served this month:	
Sexual Abuse: _____	Drug Endangerment: _____
Witness to Violence: _____	Neglect: _____
Physical Abuse: _____	Other: _____ Total: _____ 0
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
0-6 years: _____	13-17 Years: _____ Total All: 0
7-12 years: _____	Adult: _____ Total Children: _____ 0
	Total Adults: _____ 0
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):	
Number children "served" (unduplicated) this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Forensic Interview: _____
Family Therapy: _____	Specialized Interview: _____
Group Therapy: _____	Medical Evaluation/Exam: _____
	Translation Services: _____ Total: _____ 0
Number non-offending family members/caregivers "served" (unduplicated) this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Specialized Interview: _____
Family Therapy: _____	Translation Services: _____
Group Therapy: _____	Total: _____ 0
Grand Total: _____ 0	
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):	
Number of units of service provided to children this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Forensic Interview: _____
Family Therapy: _____	Specialized Interview: _____
Group Therapy: _____	Medical Evaluation/Exam: _____
	Translation Services: _____ Total: _____ 0
Number of units of service provided to non-offending family members/caregivers this month:	
Advocacy: _____	Psychological Consultation: _____
Case Mangement: _____	Psychological Evaluation: _____
Individual Therapy: _____	Specialized Interview: _____
Family Therapy: _____	Translation Services: _____
Group Therapy: _____	Total: _____ 0
Grand Total: _____ 0	
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:	

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0		CAC Number: 0	
Service Month: December-23			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	
Male Adult Total: _____		Female Adult Total: _____	
Other child Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	
African American Adult Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
		Total: 0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	
7-12 years: _____		Adult: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0		CAC Number: 0	
Service Month: January-24			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	
Male Adult Total: _____		Female Adult Total: _____	
Other child Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	
African American Adult Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
		Total: 0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	
7-12 years: _____		Adult: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0		CAC Number: 0	
Service Month: February-24			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	
Male Adult Total: _____		Female Adult Total: _____	
Other child Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	
African American Adult Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
		Total: 0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	
7-12 years: _____		Adult: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund			
Monthly Data Form (Due 7th of the month) Participant Demographics & Services			
Name of CAC: 0		CAC Number: 0	
Service Month: March-24			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	Total All: 0
Male Adult Total: _____		Female Adult Total: _____	Total Children: 0
Other child Total: _____		Other Adult Total: _____	Total Adults: 0
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	Total All: 0
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	Total Children: 0
African American Adult Total: _____		Other Adult Total: _____	
			Total Adults: 0
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	Total: 0
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	Total All: 0
7-12 years: _____		Adult: _____	Total Children: 0
			Total Adults: 0
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund			
Monthly Data Form (Due 7th of the month) Participant Demographics & Services			
Name of CAC: 0		CAC Number: 0	
Service Month: April-24			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	Total All: 0
Male Adult Total: _____		Female Adult Total: _____	Total Children: 0
Other child Total: _____		Other Adult Total: _____	Total Adults: 0
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	Total All: 0
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	Total Children: 0
African American Adult Total: _____		Other Adult Total: _____	
			Total Adults: 0
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	Total: 0
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	Total All: 0
7-12 years: _____		Adult: _____	Total Children: 0
			Total Adults: 0
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	Total: 0
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund

Monthly Data Form (Due 7th of the month) Participant Demographics & Services

Name of CAC: 0		CAC Number: 0	
Service Month: May-24			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	
Male Adult Total: _____		Female Adult Total: _____	
Other child Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	
African American Adult Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
		Total: 0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	
7-12 years: _____		Adult: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund			
Monthly Data Form (Due 7th of the month) Participant Demographics & Services			
Name of CAC: 0		CAC Number: 0	
Service Month: June-24			
Gender of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Male Child Total: _____		Female Child Total: _____	
Male Adult Total: _____		Female Adult Total: _____	
Other child Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Race of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
White Child Total: _____		Hispanic Child Total: _____	
White Adult Total: _____		Hispanic Adult Total: _____	
African American Child Total: _____		Other Child Total: _____	
African American Adult Total: _____		Other Adult Total: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Primary Maltreatment of clients served this month:			
Sexual Abuse: _____		Drug Endangerment: _____	
Witness to Violence: _____		Neglect: _____	
Physical Abuse: _____		Other: _____	
		Total: 0	
Age of clients served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
0-6 years: _____		13-17 Years: _____	
7-12 years: _____		Adult: _____	
		Total All: 0	
		Total Children: 0	
		Total Adults: 0	
Number of victims of child abuse or their non-offending family member/caregiver served this month (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the month being reported i.e. "unduplicated" clients):			
Number children "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number non-offending family members/caregivers "served" (unduplicated) this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Number of units of service delivered this month (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the month being reported):			
Number of units of service provided to children this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Forensic Interview: _____	
Family Therapy: _____		Specialized Interview: _____	
Group Therapy: _____		Medical Evaluation/Exam: _____	
		Translation Services: _____	
		Total: 0	
Number of units of service provided to non-offending family members/caregivers this month:			
Advocacy: _____		Psychological Consultation: _____	
Case Mangement: _____		Psychological Evaluation: _____	
Individual Therapy: _____		Specialized Interview: _____	
Family Therapy: _____		Translation Services: _____	
Group Therapy: _____			
		Total: 0	
Grand Total: 0			
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

FY2023-2024 DCF Trust Fund			
Monthly Data Form (Due 7th of the month) Participant Demographics & Services			
Name of CAC: 0		CAC Number: 0	
Gender of clients served YTD (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):			
Male Child Total:	0	Female Child Total:	0
Male Adult Total:	0	Female Adult Total:	0
Other child Total:	0	Other Adult Total:	0
		Total All:	0
		Total Children:	0
		Total Adults:	0
Race of clients served YTD (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):			
White Child Total:	0	Hispanic Child Total:	0
White Adult Total:	0	Hispanic Adult Total:	0
African American Child Total:	0	Other Child Total:	0
African American Adult Total:	0	Other Adult Total:	0
		Total All:	0
		Total Children:	0
		Total Adults:	0
Primary Maltreatment of clients served YTD:			
Sexual Abuse:	0	Drug Endangerment:	0
Witness to Violence:	0	Neglect:	0
Physical Abuse:	0	Other:	0
		Total:	0
Age of clients served YTD (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):			
0-6 years:	0	13-17 Years:	0
7-12 years:	0	Adult:	0
		Total All:	0
		Total Children:	0
		Total Adults:	0
Number of victims of child abuse or their non-offending family member/caregiver served YTD (should match Total Number "served" as reported on row 25 of the A-1 Monthly Activity Report & Invoice for the year i.e. "unduplicated" clients):			
Number children "served" (unduplicated) YTD:			
Advocacy:	0	Psychological Consultation:	0
Case Mangement:	0	Psychological Evaluation:	0
Individual Therapy:	0	Forensic Interview:	0
Family Therapy:	0	Specialized Interview:	0
Group Therapy:	0	Medical Evaluation/Exam:	0
		Translation Services:	0
		Total:	0
Number non-offending family members/caregivers "served" (unduplicated) YTD:			
Advocacy:	0	Psychological Consultation:	0
Case Mangement:	0	Psychological Evaluation:	0
Individual Therapy:	0	Specialized Interview:	0
Family Therapy:	0	Translation Services:	0
Group Therapy:	0		
		Total:	0
		Grand Total:	0
Number of units of service delivered YTD (the combined total of the next 2 sections should match Total Number as reported on row 23 of the A-1 Monthly Activity Report & Invoice for the year):			
Number of units of service provided to children YTD:			
Advocacy:	0	Psychological Consultation:	0
Case Mangement:	0	Psychological Evaluation:	0
Individual Therapy:	0	Forensic Interview:	0
Family Therapy:	0	Specialized Interview:	0
Group Therapy:	0	Medical Evaluation/Exam:	0
		Translation Services:	0
		Total:	0
Number of units of service provided to non-offending family members/caregivers YTD:			
Advocacy:	0	Psychological Consultation:	0
Case Mangement:	0	Psychological Evaluation:	0
Individual Therapy:	0	Specialized Interview:	0
Family Therapy:	0	Translation Services:	0
Group Therapy:	0		
		Total:	0
		Grand Total:	0
Additional information regarding Forensic Interviewers' services outside of performing forensic interviews for children seen and reported in the monthly services report:			

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Sally Hood, Clerk of Courts
Accounting and Finance Director

SUBJECT/TITLE: Request approval to write-off uncollectible past due employee benefit premiums of former Clerk of Courts employees.

STATEMENT OF ISSUE

Employee benefit premiums in the amount of \$30.08 are deemed uncollectible. Life and vision benefits for \$13.98 paid in January 2022 on behalf of Laura Markland and life benefits for \$16.10 paid in January 2023 for Louise Graham (deceased), which total \$30.08.

RECOMMENDED ACTION

Move to approve write-off uncollectible past due employee benefit premiums of former Clerk of Courts employees.

FISCAL IMPACT

The fiscal impact is an increase to the Clerk of Court's insurance expense in the amount of \$30.08.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the Recreation Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities.

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 20, 2022 for a total of \$330,000 for FY 22/23 recreation reimbursements for the municipalities: \$110,000 for Sebring, \$110,000 for Avon Park and \$110,000 for Lake Placid.

Now, we are bringing before the Board the Recreation Interlocal for the Town of Lake Placid.

RECOMMENDED ACTION

Move to approve the Recreation Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities.

FISCAL IMPACT

There is a fiscal impact of \$110,000 for the Town of Lake Placid, as this Recreation Interlocal Agreements was approved in the Adopted Budget for FY 22/23 to be reimbursed.

Attachments: [LP Rec Interlocal FY23 9.7.23.pdf](#)

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE TOWN OF LAKE PLACID FOR OPERATION AND MAINTENANCE OF
RECREATIONAL FACILITIES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the TOWN OF LAKE PLACID, 1069 US Highway 27 North, Lake Placid, FL 33852, hereinafter referred to as the "TOWN", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

WHEREAS, the Town and County cooperate and work together for the purpose of funding for the maintenance and operation of certain recreational facilities; and

WHEREAS, Florida Statute Section 163 authorizes the Town and County to enter into such an interlocal agreement; and

WHEREAS, the Town and County have determined that it is their best interest to enter into an interlocal agreement for the purpose of allocating the funds necessary for maintenance of the designated recreational;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the TOWN and the COUNTY hereby agree as follows:

The following terms used in this Interlocal Agreement are defined as follows:

- A. "Maintenance" means all reasonable and necessary costs of custodial and groundskeeping services and normal repairs to facilities, including materials used by and salaries and benefits of staff performing custodial and groundskeeping services. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.
- B. "Operation" means costs associated with providing the facility for public use, such as utilities (water, sewer, electric, etc.) and operating supplies. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to

vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.

- C. "Pass-through programs" means any programs or services provided by vendors that contract with the TOWN to provide programs or services other than maintenance services. This includes vendors that receive financial assistance for providing programs.
- D. "Capital expenditure" means any expenditure for any item or group of similar items costing more than \$1,000.00.

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the TOWN and used by TOWN and COUNTY residents.
3. Procurement. The parties agree that, where applicable, the TOWN shall be responsible for all bidding, contracting and supervision of any outside vendors. The TOWN agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The TOWN is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.
4. Terms.
 - A. The TOWN maintains public recreation facilities located in the incorporated area of the TOWN. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the TOWN. The TOWN has requested that the COUNTY assist the TOWN in providing the funding required to operate and maintain the public recreation facilities listed on Exhibit "A" to this Agreement during its fiscal year ending September 30, 2023.
 - B. The COUNTY agrees to obligate and make available to the TOWN up to \$110,000 to be used for actual operation and maintenance expenditures as provided in the TOWN adopted recreation budget as contained in Exhibit "B" for the recreation facilities listed on Exhibit "A".
 - C. This Interlocal Agreement shall become effective upon the execution by the TOWN and the COUNTY.
5. Accounting. The TOWN shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The TOWN shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the TOWN, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the TOWN refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the TOWN will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Terminate. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the TOWN's non-compliance with the terms and conditions of this Interlocal Agreement if the TOWN fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the TOWN fails to cure such material non-compliance within the time allowed, the TOWN agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The TOWN recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the TOWN shall:

- A. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.
- B. Require all contractors and subcontractors working on behalf of the TOWN on projects that will be submitted for reimbursement pursuant to this Interlocal Agreement to: (i) include, and to require the inclusion of, this paragraph 16, substituting the name of the contractor or subcontractor for the word TOWN, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Interlocal Agreement and (ii) supply to the TOWN documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

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

10. Indemnification and Sovereign Immunity.

- A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the TOWN agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the TOWN arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the TOWN, the TOWN shall defend and hold the COUNTY

harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

- B. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the COUNTY agrees to be liable for any and all damages, losses, and expenses incurred by the TOWN, caused by the acts and/or omissions of the COUNTY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the COUNTY, the COUNTY shall defend and hold the TOWN harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.
- C. The COUNTY and the TOWN expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY or TOWN for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or the TOWN which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Entire Agreement. This Agreement, and any amendments hereto, constitutes 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.

12. 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 TOWN. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the TOWN 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 Ave.
 Sebring, Florida 33870

TOWN: Town of Lake Placid
 Attention: Town Manager
 1069 US Highway 27 North
 Lake Placid, Florida 33852

13. 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.

14. 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.

15. 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.

16. 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. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

17. 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.

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

(Signatures on following page)

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

DATED this _____ day of _____, 2023.

HIGHLANDS COUNTY, a political
subdivision of the State of Florida

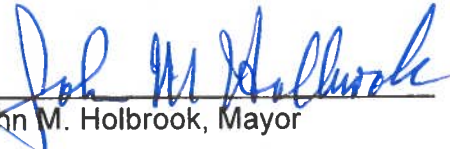
By: _____
Chris Campbell, Chairperson

Attest:

Jerome Kaszubowski, Clerk

DATED this 14 day of August, 2023

TOWN OF LAKE PLACID

By: 
John M. Holbrook, Mayor

Attest:


Eva Cooper Hapeman, Town Clerk

EXHIBIT "A"

Municipal and Improvement District Recreation Facilities Inventory

Town of Lake Placid

TOWN OF LAKE PLACID FACILITIES	Address	Location/ Address	Property Owner	Parcel Number	Acreage	Facilities																				Comments/Notes	
						Basket- ball Court	Tennis Court	Nature Park	Ball Field	Softball Field	Baseball Field	Soccer Field	Football Field	Multi- Purpose Field	Swimming Pool	Swimming Area	Boat Ramp	Fishing Pier	Play- ground	Club- house	Picnic Area/ Facilities	Restroom	Board- walk	Off- Road Bike Trails	Nature Trails		Bird Watching
Lake June Park/Sports Complex	501 Jackson Rd.	Lake Placid	Town of Lake Placid	P36362909000410000	37.95				4	2		4	1			X	X			X	3						
John's Park	213 East Interlake Blvd.	Lake Placid	Town of Lake Placid	P31363003000400290																							
Stuart Park	131 East Interlake Blvd.	Lake Placid	Town of Lake Placid	P31363007000600000																X	1						Shuffleboard
Devane Park	115 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362902000A00000																							
Jerrys Park	8 North Oak Street	Lake Placid	Town of Lake Placid	P313607A01000050																							
Bicentenal Park	151 Dal Hall Blvd.	Lake Placid	Town of Lake Placid	P313607802800100															X								
Spruce Park	216 Gladiola St.	Lake Placid	Town of Lake Placid	P06373007000200080														X									
Hillcrest Park	619 Hillcrest Ave.	Lake Placid	Town of Lake Placid	P313630A0006000000																							
Taylor Park	106 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00121														X									
Taylor Park	111 Grove St.	Lake Placid	Town of Lake Placid	P36362921000E00120														X									
Taylor Park	110 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00111														X									
Taylor Park	112 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00110														X									
Taylor Park	114 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00101														X									
Taylor Park	116 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00100														X									
Basketball Courts	201 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362912000C00080		1																					
Bishop Park	10 Lake June Clubhouse Rd.	Lake Placid	Town of Lake Placid	C253629A0002400000	4.51																						

ORDINANCE NO. 2022-15

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN
OF LAKE PLACID, FLORIDA, ADOPTING THE FINAL
BUDGET FOR FISCAL YEAR 2022-2023; ALLOWING FOR
LINE-ITEM ADJUSTMENTS DURING THE YEAR AS
NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Lake Placid, Florida on September 19, 2022 held a public hearing as required by Florida Statute 200.065; and

WHEREAS, notice of this proposed Ordinance was published at least ten (10) days prior to adoption in a newspaper of general circulation in the Town of Lake Placid; and

WHEREAS, two public hearings were held by the Town Council on said proposed Ordinance as required by Florida Statute 200.065 on:

The 12th day of September 2022; and
The 19th day of September 2022

WHEREAS, the Town Council of the Town of Lake Placid, Florida set forth the appropriations and revenue estimate for the budget for Fiscal Year 2022-2023 in the amount of \$10,074,043.

WHEREAS, from time to time the Town Council may consider the status of the Budget for the Town of Lake Placid and upon thorough review of the budget, if the Town Council determines there needs to be line-item adjustments made within the budget the Town Council may do so through an Ordinance; and

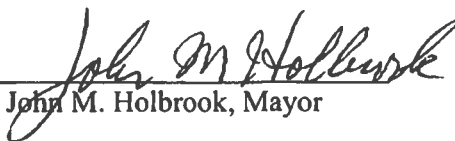
NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Lake Placid, Florida, that:

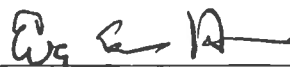
1. The Fiscal Year 2022-2023 Final Budget (attached as Exhibit A) is adopted.
2. The Town Council from time to time may review the status of the budget for the Town and if they determine there needs to be line-item adjustments the Council may make the adjustments through an Ordinance adopted by the Council.
3. This Ordinance shall take effect on October 1, 2022.

DULY ADOPTED on the 19th day of September 2022.



TOWN OF LAKE PLACID

BY: 
John M. Holbrook, Mayor

Attest: 
Eva Cooper Hapeman, Town Clerk

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 THRU SEPTEMBER 30, 2023 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
	GOVERNMENTAL REVENUE								
001-300-000	GEN BUDGET FUND BALANCE	-	-	-	126,094	107,660	Line item increased due to mill decrease of .10 and expected revenue decrease 3.15 Mill Decreased from 3.25 Mill	85%	(18,434)
001-311-000	GEN AD VALOREM TAXES	763,693.35	763,693.35	746,419.20	781,538	848,556		109%	67,018
001-312-410	GEN FIRST LOCAL OPTION FUEL TA	62,523.66	62,523.66	36,390.49	60,193	65,761		109%	5,568
001-312-420	GEN SECOND LOCAL OPTION FUEL T	42,290.35	42,290.35	24,838.14	40,691	44,783		110%	4,092
001-314-100	GEN UTILITY SERVICE TAX - ELEC	301,700.39	268,495.32	198,480.96	275,500	275,500		100%	-
001-314-800	GEN UTILITY SERVICE TAX - PROP	12,452.45	12,452.45	10,908.50	11,000	12,000	New location of Tractor supply	109%	1,000
001-315-000	GEN (CST) COMMUNICATION SERVIC	113,177.32	113,177.32	67,991.91	113,448	129,685	Per County and Municipal Revenue Estimates	114%	16,237
001-316-012	GEN LOCAL BUSINESS TAX	17,007.50	17,007.50	3,319.75	15,155	14,270	Est. billing for Sept 2022	97%	(385)
001-316-013	GEN PEDDLER TAX	-	-	25.00	-	-		0%	-
001-323-100	GEN FRANCHISE FEE - ELECTRICIT	231,114.77	205,669.69	158,050.24	215,000	215,000		100%	-
001-324-620	GEN RECREATION USER FEES	4,280.00	4,280.00	1,320.00	8,000	8,000	2023 Softball tournaments and baseball league	100%	-
001-329-000	GEN ZONING-VARIANCE PERMITS	-	-	-	1,000	1,000		100%	-
001-329-100	GEN SIGN PERMIT FEES	825.00	825.00	325.00	200	500		250%	300
001-331-000	GEN FED GRANT - CARES ACT	49,803.71	49,803.71	-	-	-		0%	-
001-331-010	GEN FED GRANT - CSLFRF	-	620,808.00	-	-	620,808	2nd and final disbursement (Nov 2022)	100%	620,808
001-331-100	FDOT FED GRANT	84,828.65	84,828.65	-	-	-		0%	-
001-331-101	GEN FOOT - NORTH US HWY MAINT	17,567.96	13,175.97	8,783.98	17,568	17,568	FM 140 FM # 432726-1-73-05 Contractor BE991	100%	-
001-331-210	GEN STATE GRANT - DRUG	-	-	-	1,000	-		0%	(1,000)
001-331-220	GEN GRANT - FDLE	-	-	-	1,000	1,000		100%	-
001-334-713	GEN COUNTY CULTURE/RECREATION	110,000.00	-	-	110,000	110,000	To be received	100%	-
001-334-900	GRANT LOCAL - ARPAC	-	-	-	140,801	140,801	County funding	100%	-
001-335-120	GEN STATE REVENUE SHARING PROC	85,323.95	85,323.95	50,131.67	93,458	79,214	Per County and Municipal Revenue Estimates Decrease	85%	(14,244)
001-335-140	GEN MOBILE HOME LICENSES	2,165.98	2,165.98	1,933.86	2,000	2,200		110%	200
001-335-150	GEN ALCOHOLIC BEVERAGE LICENSE	9,406.17	9,406.17	9,075.62	8,000	10,000		125%	2,000
001-335-180	GEN LOCAL GOVT. HALF CENT SALE	169,114.02	156,152.33	94,601.54	169,720	151,496	Due to extended tax free mandates - Decrease	89%	(18,224)
001-335-900	GEN STATE STREET LIGHTS MAINT	12,694.23	12,694.23	-	13,801	14,963	AS098 412546 1 78 02 FY 2022/23	105%	1,162
001-340-100	P.D. PUBLIC RECORDS	29.18	29.18	5.00	-	50		100%	50
001-342-100	P.D. REPORT FEE	809.30	809.30	340.99	450	600		133%	150
001-342-101	P.D. PARKING TICKET	880.00	880.00	200.00	500	500		100%	-
001-342-102	P.D. SPECIAL DETAIL - POLICING	-	-	6,315.00	-	7,000		100%	7,000
001-342-900	P.D. OTHER PUBLIC SAFETY CHARG	500.00	500.00	-	500	500		100%	-
001-342-907	P.D. MAGISTRATE COURT PUBLIC S	-	-	-	200	200		100%	-
001-342-910	P.D. MUNICIPAL LIEN RESEARCH F	3,150.00	2,690.00	1,705.00	3,000	3,000		100%	-
001-347-200	REC TOWN PARKS RENTAL CHARGE	(425.00)	(425.00)	-	-	-		0%	-
001-351-100	P.D. FINES-FORFEITURES	30,708.09	30,708.09	20,667.16	22,154	25,000		113%	2,846
001-351-300	P.D. EDUCATION ASSESSMENT	1,493.23	1,493.23	1,027.59	800	1,500		188%	700
001-358-001	GEN REC. TOWN PARKS RENTAL	5,555.20	5,555.20	6,524.00	1,500	7,000		467%	5,500
001-358-002	T.M. BUILDING RENTAL (Reservat	(2,150.00)	(2,150.00)	(1,190.00)	-	-	Refunded deposits	0%	-
001-359-000	P.D. OTHER FINES & CHARGES	83.33	83.33	-	-	-		0%	-
001-361-000	GEN INTEREST	2,470.26	2,470.26	902.77	5,000	2,500		50%	(2,500)
001-361-001	GEN INTEREST: CD & MM	672.22	672.22	90.12	1,000	200		20%	(800)
001-362-007	GEN ADM. BUILDING RENT WATER	17,700.00	17,700.00	-	17,700	29,000	Supplies cost increases and operational involvement in new accounts	164%	11,300
001-362-008	GEN ADM. BUILDING RENT SANITA	4,023.00	4,023.00	-	4,023	6,000	Supplies cost increases and operational involvement in new accounts	149%	1,977
001-362-009	GEN ADM. BUILDING RENT WASTEW	10,500.00	10,500.00	-	10,500	12,000	Supplies cost increases and operational involvement in new accounts	114%	1,500
001-362-010	GEN ADM. BUILDING RENT CEMETE	1,060.00	1,060.00	-	1,060	2,000	Supplies cost increases	189%	940
001-362-011	GEN ADM. BUILDING RENT 1069 U	2,220.00	2,220.00	1,320.00	-	1,111	Renewal / New occupants	100%	1,111
001-364-001	GEN DISPOSITION OF FIXED ASSE	-	-	310,000.00	-	-		0%	-
001-365-001	ADMIN. SALE OF SURPLUS ASSETS	-	-	50.00	-	-		0%	-
001-365-002	ST & RD. SALE OF SURPLUS ASSET	66.80	66.80	-	-	-		0%	-
001-365-005	P.D. SALE OF SURPLUS ASSETS	2,000.00	2,000.00	-	-	-		0%	-
001-366-200	P.D. DONATIONS FROM PRIVATE SO	3,410.25	3,410.25	2,614.84	-	-		0%	-
001-366-202	P.D. DONATIONS FROM FINGERPRIN	25.00	25.00	-	-	-		0%	-
001-366-203	P.D. CAR SEAT DONATIONS	5,813.40	5,813.40	3,432.08	-	-		0%	-
001-366-206	P.D. CONCEALED WEAPON CLASS	1,260.00	1,260.00	205.00	-	-		0%	-
001-366-207	P.D. TOY DRIVE	-	-	6,945.00	-	-		0%	-
001-366-208	P.D. NO SHAVE NOVEMBER	100.00	100.00	-	-	-		0%	-
001-366-341	ST&RD DONATIONS FROM CHAMBER	17,000.00	17,000.00	-	-	-		0%	-
001-369-010	GEN ADM. MISCELLANEOUS REVENUE	511.73	551.33	-	3,000	-		0%	(3,000)
001-369-100	P.D. EE REIMB. FOR AUTO USE (T	77.21	77.21	181.84	-	-		0%	-

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
001-381-901	GEN ADM. TRANSFER IN - SANITAT	-	-	-	27,886	-		0%	(27,886)
001-381-999	GEN ADM. TRANSFER-IN INFRA	41,000.00	41,000.00	-	-	48,000		100%	48,000
001-386-100	CULTURE/RECREATION - COUNTY TR	77,766.00	77,766.00	110,000.00	-	-		0%	-
001-392-005	P.D. INSURANCE PROCEEDS	615.60	615.60	40,560.67	-	-		0%	-
	TOTAL GENERAL FUND REVENUE	2,318,894.26	2,753,278.03	1,924,490.92	2,304,441	3,017,427		131%	712,986
	INFRASTRUCTURE REVENUE	-	-	-	-	-		-	-
101-300-000	BUDGET FUND BALANCE	-	-	-	-	240,023	Loan to be repaid for garbage truck	0%	240,023
101-312-600	INFRA DISCRETIONARY SALES SUR	311,406.96	311,406.96	194,797.66	342,078	260,407	Per County and Municipal Revenue Estimates (Decrease)	76%	(81,671)
101-334-400	INFRA STATE GRANT ST&RD	-	-	-	-	-		0%	-
101-361-010	INFRA INTEREST	1,462.58	1,462.42	(14.21)	3,500	50		1%	(3,450)
101-381-402	INFRA TRANSFER IN - WW	-	65,776.00	35,518.00	-	-	Transfers complete	0%	-
101-381-403	INFRASTRUCTURE TRANSFER IN - C	-	6,910.00	9,120.87	-	-	Transfers complete	0%	-
101-381-409	INFRASTRUCTURE TRANSFER IN - S	-	57,255.00	25,389.56	85,140	47,983	Repayment of 2018 & 2021 garbage bills	56%	(37,157)
	TOTAL INFRASTRUCTURE REVENUE	312,869.54	442,810.38	264,811.88	430,718	548,463		127%	117,745
	TOWN OF LAKE PLACID - CRA (TRUST)	-	-	-	-	-		-	-
103-300-000	FUND BALANCE	-	8,759.57	-	-	-		0%	-
103-361-000	INTEREST	29.28	29.28	(28.86)	-	-		0%	-
103-381-999	TRANSFER IN - GF	12,679.00	12,679.00	18,397.00	18,397	41,493		226%	23,096
103-386-700	HCBC TAX INCREMENT	32,602.00	32,602.00	48,398.00	48,398	109,158		226%	60,760
	TOTAL CRA REVENUE	45,310.28	54,069.85	66,766.14	66,795	150,651		226%	83,856
	SPECIAL REVENUE-GRANT PROJECTS	-	-	-	-	-		-	-
300-300-000	FUND BALANCE	-	-	-	-	30,000	GCHM Professional services / Project in progress	100%	30,000
300-331-000	DEEP SEPTIC TO SEWER PROJECT	-	-	-	-	2,000,000	Per line / Estimate	100%	2,000,000
300-361-000	GRANT INTEREST	1.80	1.80	(49.45)	-	-		0%	-
300-381-401	GRANT TRANSFER IN - WATER SYST	-	-	50,000.00	-	-		0%	-
	TOTAL SPECIAL REVENUE-GRANT PROJECTS	3.80	3.80	49,950.55	-	2,030,000		100%	2,030,000
	WATER SYSTEMS REVENUE	-	-	-	-	-		-	-
401-300-000	WA FUND BALANCE	-	106,000.64	-	-	-		0%	-
401-324-210	WA IMPACT FEE- RESIDENTIAL (WA	43,875.00	43,875.00	28,350.00	20,000	35,000		175%	15,000
401-324-220	WA IMPACT FEE- COMMERCIAL	8,340.00	8,340.00	20,070.00	-	20,000		100%	20,000
401-342-200	FIRE PROTECTION	(1,740.00)	(1,740.00)	-	3,600	2,000		56%	(1,600)
401-343-300	WATER UTILITY REVENUE	1,165,587.62	1,193,978.97	953,985.57	1,388,930	1,555,602		117%	166,672
401-343-350	WATER PENALTIES	1,746.28	1,746.28	1,763.62	1,500	1,500		100%	-
401-343-900	SERVICE CONNECTION FEES	34,792.50	34,792.50	30,752.50	25,000	30,000		120%	5,000
401-361-000	INTEREST INCOME	1,187.34	1,187.34	1.11	3,000	3,000		100%	-
401-364-000	DISPOSITION GAIN/LOSS ON DISPO	116,260.82	-	-	-	-		0%	-
401-369-000	MISCELLANEOUS INCOME	2,965.32	2,965.32	3,617.48	3,000	3,000		100%	-
401-369-200	SETTING/REPAIRING METERS	14,300.00	14,300.00	8,795.00	10,000	10,000		100%	-
401-369-900	MUNICIPAL LIEN RESEARCH FEE	2,485.00	2,485.00	2,005.00	-	-		0%	-
401-389-200	WA FED GRANT - CARES ACT	5,590.44	5,590.44	-	-	-		0%	-
	TOTAL WATER SYSTEMS REVENUE	1,395,390.32	1,413,521.49	1,049,340.28	1,455,030	1,660,102		114%	205,072
	WASTEWATER REVENUE	-	-	-	-	-		-	-
402-300-000	FUND BALANCE	-	113,044.96	-	-	-		0%	-
402-324-110	WW SDC RESIDENTIAL	3,200.00	3,200.00	3,200.00	4,500	4,500		100%	-
402-324-120	WW SDC - COMMERCIAL	23,060.00	23,060.00	6,400.00	1,500	4,000		267%	2,500
402-331-500	W.W. FDED. GRANT ADMINISTRATION	-	-	-	-	90,000	New / grant administration costs for sept to sewer project	100%	90,000
402-334-500	W.W. STATE ECONOMIC ENVIRONMEN	67,788.00	67,788.00	-	-	-		0%	-
402-343-350	SEWER PENALTIES	1,109.90	1,109.90	1,353.09	1,400	1,400		100%	-
402-343-500	SEWER SERVICE FEES	847,016.39	842,946.84	597,586.57	872,277	1,003,119		115%	130,842
402-343-504	SEWER AVAILABILITY FEE	18,237.46	18,237.46	12,206.09	18,258	18,258		100%	-
402-361-000	INTEREST INCOME	206.13	206.13	(21.72)	500	500		100%	-
402-381-401	Transfer - In	-	-	2,221.57	-	-		0%	-
402-389-200	WW FED GRANT - CARES ACT	7,431.55	7,431.55	-	-	-		0%	-
	TOTAL WASTEWATER REVENUE	968,049.43	1,077,024.84	622,945.60	898,435	1,121,777		125%	223,342
	CEMETERY REVENUE	-	-	-	-	-		-	-
403-300-000	FUND BALANCE	-	-	-	4,334	1,353	Compensate for price increase	31%	(2,981)
403-343-801	CEM CREMAIN LOT 4X4	800.00	800.00	1,200.00	-	1,500		100%	1,500
403-343-802	CEM MEMORIAL LOT 3.6X10	9,000.00	9,000.00	2,100.00	6,400	2,500		39%	(3,900)
403-343-803	CEM TRADITIONAL 4X11	33,100.00	33,100.00	24,300.00	15,000	15,000		100%	-
403-361-000	INTEREST ON C.D. & MONEY MARKE	73.08	73.08	(39.87)	300	100		33%	(200)
403-364-000	DISPOSITION GAIN/LOSS ON DISPO	9,227.98	-	-	-	-		0%	-
403-369-020	PERPETUAL CARE FEES	36,000.00	36,000.00	27,600.00	18,000	18,000		100%	-
403-369-030	CRYPT VASES	13,000.00	13,000.00	20,800.00	-	10,000		100%	10,000

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403-369-040	NICHE VASES	5,500.00	5,500.00	7,200.00	-	6,000		100%	6,000
403-369-041	CRYPT - VASE	300.00	300.00	1,800.00	300	300		100%	
403-369-042	NICHE - VASE	450.00	450.00	900.00	2,000	1,000		50%	(1,000)
403-369-050	CEM OPENING-CLOSING CRYPTS	1,200.00	1,200.00	3,000.00	1,000	1,300		130%	300
403-369-051	CEM OPENING-CLOSING NICHES	1,650.00	1,650.00	700.00	1,000	1,000		100%	
403-369-901	CEM MARKING FEE BURIAL	9,850.00	9,850.00	4,800.00	6,000	5,000		83%	(1,000)
403-369-902	CEM MARKING FEE HEADSTONE	2,750.00	2,750.00	2,350.00	2,000	2,000		100%	
403-389-200	C E FED GRANT - CARES ACT	236.89	236.89	-	-	-		0%	
	TOTAL CEMETERY REVENUE	123,137.95	113,909.97	96,710.13	56,334	65,053		115%	8,719
	WATER SEWER CAPITAL IMPROVEMENT	-	-	-	-	-			
404-300-000	BUDGET FUND BALANCE	-	-	-	-	50,000	Per revng / Meters	100%	50,000
404-300-000	BUDGET FUND BALANCE	-	-	-	-	86,000	Per fee / Pipebursting project	100%	86,000
404-361-000	INTEREST	1,349.89	1,349.89	50.94	3,000	500		17%	(2,500)
404-361-002	INTERST - WA	266.48	266.48	1.26	500	-		0%	(500)
404-361-003	INTERST - WW	397.10	397.10	9.19	500	-		0%	(500)
404-369-220	IMPACT FEES - WATER	39,600.00	39,600.00	-	20,000	55,000		275%	35,000
404-369-221	IMPACT FEES - SEWER	6,400.00	6,400.00	-	6,000	8,500		142%	2,500
404-369-700	TRANSFER IN - SEWER REV	132,819.00	132,819.00	-	-	-		0%	
404-381-000	TRANSFER IN - WATER REV	113,400.00	113,400.00	-	-	-		0%	
	TOTAL WATER SEWER CAPITAL IMPROVEMENT	294,232.47	294,232.47	61.39	30,000	200,000		667%	170,000
	SANITATION REVENUE	-	-	-	-	-			
409-300-003	SA FUND BALANCE - 409	-	57,586.25	-	215,598	235,588	Compensate Insurance increase and decrease in tax roll locations	100%	19,990
409-343-350	SANITATION PENALTIES	481.16	481.16	706.17	1,000	1,000		100%	
409-343-400	GARBAGE/SOLID WASTE DUMPSTER R	470,904.42	491,135.80	532,265.12	512,000	536,962	1st receipts collected	105%	24,962
409-343-401	GARBAGE/SOLID WASTE RESIDENTIAL	120,927.28	120,927.28	133,586.13	172,320	141,020	Tax roll 2022 / Locations verified	82%	(31,300)
409-343-410	EXTRA/BULK TRASH PICKUP	18,736.15	18,736.15	13,629.78	12,600	15,000		119%	2,400
409-343-430	SANIT. SETUP FEE	175.00	175.00	925.00	1,000	1,000		100%	
409-361-000	INTEREST INCOME	83.27	83.27	(19.22)	1,000	-		0%	(1,000)
409-365-000	SALE OF SURPLUS ASSETS	190.40	100.80	74.00	-	-		0%	
409-381-100	OPERATING TRANSFER IN	-	369,840.00	-	50,000	195,665	GRANT / Apple Th 5195,665 / Garbage Th 5336,503	331%	145,665
409-381-100	OPERATING TRANSFER IN - INFRA	-	-	-	-	354,335	loan to be repaid	000%/1	354,335
409-389-200	SA FED GRANT - CARES ACT	1,667.26	1,667.26	-	-	-		0%	
	TOTAL SANITATION REVENUE	613,164.94	1,060,732.97	681,166.98	965,518	1,480,570		153%	515,052
	WASTEWATER LOAN REPAYMENT ACCOUNT	-	-	-	-	-			
412-361-000	INTEREST	109.25	109.25	4.14	200	50		25%	(150)
412-381-001	TRANSFER IN LOAN I	(0.20)	66,669.00	50,001.75	66,669	66,669		100%	
412-381-002	TRANSFER IN LOAN II	0.68	61,361.00	46,021.50	61,361	61,361		100%	
	TOTAL WASTEWATER LOAN REPAYMENT AC	109.73	128,139.25	96,027.39	128,230	128,080		100%	(150)
	CEMETERY TRUST	-	-	-	-	-			
413-300-000	FUND BALANCE	-	-	-	-	-		0%	
413-361-010	INTEREST	488.49	488.49	78.94	-	-		0%	
413-381-010	TRANSFER IN-CEMETERY	100.00	100.00	-	18,000	7,858		44%	(10,142)
	TOTAL CEMETERY TRUST	588.49	588.49	78.94	18,000	7,858		44%	(10,142)
	COMBINED GOVERNMENTAL REVENUE	6,071,751.21	7,338,311.54	4,852,350.20	6,353,501	10,409,980	Increase due to grant activity	164%	4,056,480
	GOVERNMENTAL EXPENSES	-	-	-	-	-			
	ADMINISTRATIVE EXPENSES	-	-	-	-	-			
001-513-012	ADM REG WAGES	64,682.04	64,682.04	46,318.01	72,776	75,417		104%	2,641
001-513-013	OTHER SALARIES AND WAGES	127.50	127.50	37.50	65	-		0%	(65)
001-513-014	ADM OT WAGES	121.17	121.17	133.42	5,000	-		0%	(5,000)
001-513-016	ADM VACATION LEAVE	3,937.21	3,937.51	2,135.67	-	-		0%	
001-513-017	ADM SICK LEAVE	1,391.54	1,391.54	855.56	-	-		0%	
001-513-023	ADM HEALTH-LIFE INSURANCE	54,807.04	54,807.04	43,476.33	53,386	50,271		94%	(3,115)
001-513-121	ADM AUTO USE	694.28	694.28	505.72	720	720		100%	
001-513-210	ADM. SOCIAL SECURITY/MEDICARE	5,169.49	5,169.49	3,674.76	5,950	5,769		97%	(181)
001-513-220	ADM. RETIREMENT	18,849.36	18,849.36	13,734.45	21,433	22,856		107%	1,423
001-513-250	ADM. UNEMPLOYMENT COMP	-	-	8.29	-	-		0%	
001-513-310	ADM. LEGALS	3,407.66	3,407.66	4,646.92	6,000	6,000		100%	
001-513-311	ADM. SIMPLIFILE E-RECORDING	2,799.20	2,799.20	2,459.00	2,500	2,500		100%	
001-513-313	ADM. PROFESSIONAL SERVICES - O	7,012.99	7,012.99	9,362.66	810	-	Appraisal complete	0%	(810)
001-513-320	ADM. ACCOUNTING & AUDITING	1,044.38	1,044.38	877.28	1,245	1,050		84%	(195)
001-513-322	ADM. IT SERVICES	370.73	370.73	219.82	1,000	1,000		100%	
001-513-349	ADM. BUILDING CLEANING CONTRAC	-	-	522.63	-	780		100%	780

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
001-513-410	ADM. COMMUNICATION	1,973.36	1,973.36	1,161.89	2,000	2,000		100%	-
001-513-420	ADM. POSTAGE	135.25	135.25	128.74	500	250		50%	(250)
001-513-430	ADM. ELECTRICITY	737.84	737.84	585.79	1,000	1,000		100%	-
001-513-450	ADM. TOWN INSURANCE	5,595.09	5,595.09	6,193.03	5,522	7,438	Town insurance increased 22.9% (final)	135%	1,916
001-513-461	ADM. REPAIR & MAINTENANCE	1,569.79	1,569.79	4,771.67	1,000	1,500		150%	500
001-513-470	ADM. CODIFICATION	1,520.00	1,520.00	3,564.40	5,000	4,000		80%	(1,000)
001-513-471	ADM. COPIER, PRINTING & BINDING	197.80	197.80	139.00	-	250		100%	250
001-513-480	ADM. ADVERTISEMENT	2,844.19	2,844.19	1,395.15	5,000	3,000		60%	(2,000)
001-513-490	ADM. OTHER CURRENT CHARGES	714.54	714.54	235.89	5,000	500	Costs properly allocated	10%	(4,500)
001-513-491	ADM. TRIBUTES	54.95	54.95	154.80	500	250		50%	(250)
001-513-493	ADM. ELECTION	-	-	-	3,000	-	Next election in 2024	0%	(3,000)
001-513-496	ADM. CHAMBER EVENTS	5,000.00	5,000.00	-	2,500	2,500		100%	-
001-513-497	ADM. HIGHLANDS CTY HUMAN RES D	-	-	2,000.00	1,000	1,000	Invoice not received?? Fr 2021 & 2022	100%	-
001-513-510	ADM. OFFICE SUPPLIES	1,470.73	1,470.73	434.98	600	1,000		167%	400
001-513-520	ADM. OPERATING SUPPLIES	615.05	615.05	2,202.92	2,000	440	Including Town events	22%	(1,560)
001-513-522	ADM. FUEL	35.68	35.68	125.41	150	105	Fuel Levy charged to correct departments / upcharge oil %	70%	(45)
001-513-527	ADM. SAFETY PROGRAM	-	-	-	200	200		100%	-
001-513-529	ADM. SOFTWARE ANNUAL MAINTENAN	563.63	563.63	-	270	540		200%	270
001-513-540	ADM. BOOKS, DUES, PUB, TRAVEL	1,533.55	1,533.55	1,482.16	1,200	2,000		167%	800
001-513-541	ADM. ATHLETIC FACILITY MEMBERS	-	-	-	300	300		100%	-
001-513-550	ADM. TRAINING & EDUCATION	340.19	340.19	830.38	3,000	3,000		100%	-
001-513-600	ADM. CAPITAL IMPROVEMENTS	967.32	967.32	471.05	15,000	15,000	Capital project	100%	-
001-513-601	ADM. CRA LAKE PLACID MATCH	12,679.00	12,679.00	18,397.00	18,397	41,493	CRA Contribution 1.25 mil	224%	23,096
001-513-602	ADM. TOWN HALL UPGRADE	22.56	22.56	-	-	-		0%	-
001-513-603	ADM. CAPITAL IMPROVEMENTS: OTH	59.32	59.32	-	-	-		0%	-
001-513-911	ADM. INTRAGOV'T TRANSFER OUT -	-	-	-	48,398	-		0%	(48,398)
001-581-000	TRANSFER - NODS	-	735,120.52	-	-	-		0%	-
001-581-999	TRANSFER OUT - SA	-	-	-	-	550,000	GRANT / Apple Tr 5195.665 / Garbage Tr 5136.503	100%	550,000
	ADMINISTRATIVE EXPENSES	203,044.43	938,165.25	173,242.28	292,422	804,129		275%	511,707
	LEGAL COUNCIL								
001-514-310	ADM. LEGAL COUNSEL: MAGISTRATE	-	-	-	1,000	1,000		100%	-
001-514-313	ADM. LEGAL COUNSEL	-	-	-	100	100		100%	-
	LEGAL COUNCIL EXPENSES				1,100	1,100		100%	-
	PLANNING AND ZONING								
001-515-000	ADM. ZONING/PLANNING CONSULTAN	35,000.00	35,000.00	26,250.00	35,000	50,000	ADD Per August 8th Council meeting	143%	15,000
001-515-100	ADM. ZONING/PLANNING: ENG. REV	(1,765.00)	(1,765.00)	(850.00)	1,000	-	Interlocal expire September 30, 2022 and will not be renewed	0%	(1,000)
001-515-200	ADM. ZONING/PLANNING: VARIANCE	-	-	(3,745.00)	-	-		0%	-
	PLANNING AND ZONING EXPENSES	33,235.00	33,235.00	21,655.00	36,000	50,000		139%	14,000
	TOTAL ADMINISTRATIVE EXPENSES	236,279.43	971,400.25	194,897.28	329,522	855,229		260%	525,707
	PUBLIC SAFETY (POLICE)								
001-521-012	P.D. REG WAGES	323,338.71	323,338.71	229,156.37	414,555	425,458		103%	10,903
001-521-013	P.D. OTHER SALARIES AND WAGES	723.63	723.63	269.37	716	-		0%	(716)
001-521-014	P.D. OT WAGES	12,528.85	12,528.85	9,117.40	12,000	-		0%	(12,000)
001-521-015	P.D. SPECIAL DETAIL	4,309.97	4,309.97	6,295.03	-	-		0%	-
001-521-016	P.D. VACATION	18,421.13	18,421.13	12,952.10	-	-		0%	-
001-521-017	P.D. SICK LEAVE	16,230.07	16,230.07	3,785.41	-	-		0%	-
001-521-023	P.D. HEALTH-LIFE INSURANCE	70,232.99	70,232.99	53,124.72	67,607	76,762	Crossing Guards removed / 1 position was open / 1 new position	114%	9,155
001-521-121	P.D. AUTO USE	462.86	462.86	337.14	480	480		100%	-
001-521-210	P.D. SOCIAL SECURITY/MEDICARE	28,406.30	28,406.30	19,383.88	32,631	32,548		100%	(83)
001-521-220	P.D. RETIREMENT	73,829.92	73,829.92	65,168.77	89,297	92,498		104%	3,201
001-521-310	P.D. LEGAL COUNSEL	8,189.66	8,189.66	2,070.22	2,500	3,000		120%	500
001-521-313	P.D. BUILDING CLEANING CONTRAC	-	-	-	648	624		96%	(24)
001-521-319	P.D. CONSULTING SERVICES - OTH	2,100.00	2,100.00	37.65	-	-		0%	-
001-521-320	P.D. ACCOUNTING FEES & SERVICE	627.50	627.50	527.10	996	1,400		141%	404
001-521-322	P.D. IT SERVICES	800.00	800.00	778.97	100	1,000		1000%	900
001-521-340	P.D. OTHER SERVICES	1,268.60	1,268.60	898.75	-	-		0%	-
001-521-350	P.D. INVESTIGATION	-	-	-	200	-		0%	(200)
001-521-410	P.D. COMMUNICATIONS	18,578.88	18,578.88	13,948.55	19,000	19,000		100%	-
001-521-411	P.D. SOCIAL MEDIA ARCHIVING	-	-	-	-	3,300	NEW archive social subscriptions \$1,186	100%	3,300
001-521-443	P.D. SMART-COP CARDS	-	-	-	3,219	-	Deactivate code??	0%	(3,219)
001-521-444	P.D. TELEPHONE SYSTEM MAINT- CO	-	-	-	1,097	1,100	Deactivate code??	100%	3
001-521-416	P.D. SMART COP CONTRACT	3,418.00	3,418.00	3,588.00	5,300	3,300	Smartcop \$1,418 + Smartcop \$2,040	62%	(2,000)

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
001-521-420	P.D. POSTAGE	869.43	869.43	973.52	1,500	1,000		67%	(500)
001-521-430	P.D. ELECTRICITY	5,372.71	5,372.71	3,231.93	5,300	5,300		100%	-
001-521-450	P.D. TOWN INSURANCE	12,540.18	12,540.18	12,603.05	11,043	18,177	Town insurance increased 23.9% (final)	165%	7,134
001-521-46	P.D. REPAIR & MAINT.	-	-	1,388.08	-	-	Building repairs	0%	-
001-521-460	P.D. BUILDING REPAIR	3,416.64	3,416.64	486.24	3,500	3,500		100%	-
001-521-463	P.D. EQUIPMENT REPAIR	20,059.09	20,059.09	7,537.00	21,000	21,000		100%	-
001-521-471	P.D. COPIER, PRINTING & BINDING	94.75	94.75	2,192.46	1,800	1,800		100%	-
001-521-480	P.D. ADVERTISEMENT	563.94	563.94	442.66	250	250		100%	-
001-521-490	P.D. OTHER CURRENT CHARGES	286.00	286.00	63.95	1,000	1,000		100%	-
001-521-492	P.D. TRIBUTES	159.95	159.95	271.21	150	150		100%	-
001-521-510	P.D. OFFICE SUPPLIES	5,985.68	5,985.68	2,195.99	2,000	3,000		150%	1,000
001-521-511	P.D. COPIER CHARGE—001-521-471	3,109.36	3,109.36	-	-	-	Code inactive	0%	-
001-521-512	P.D. CAR SEAT PURCHASE	6,659.05	6,659.05	4,812.77	-	-		0%	-
001-521-513	P.D. TOW DRIVE	-	-	6,547.40	-	-		0%	-
001-521-515	P.D. BIKE RODEO EXPENSES	-	-	288.96	-	-		0%	-
001-521-519	P.D. OPE. SUPPLIES-DONATIONS	2,400.90	2,400.90	382.01	-	-		0%	-
001-521-521	P.D. FUEL	16,233.58	16,233.58	12,028.27	20,000	19,219	Fuel/keys charge / upcharge of 7%	96%	(781)
001-521-523	P.D. OPERATING SUPPLIES	6,483.97	6,483.97	4,671.35	15,200	15,552	Including Town events	103%	352
001-521-524	P.D. UNIFORMS/BOOTS/SAFETY	3,045.55	3,045.55	5,640.15	525	3,000		571%	2,475
001-521-525	P.D. SOFTWARE ANNUAL MAINTENANCE	883.65	883.65	-	540	675		125%	135
001-521-540	P.D. BOOKS, DUES, PUB. TRAVEL	3,067.72	3,067.72	5,483.27	6,000	6,000		100%	-
001-521-541	P.D. ATHLETIC FACILITY MEMBERS	386.52	386.52	231.39	500	500		100%	-
001-521-550	P.D. TRAINING & EDUCATION	3,703.74	3,703.74	1,808.30	6,000	6,000		100%	-
001-521-551	P.D. ACADEMY	-	-	-	-	5,000	NEV Academy Sponsorship	100%	5,000
001-521-600	P.D. GRANT EXPENSE	699.98	699.98	260.64	-	-		0%	-
001-521-610	P.D. CAPITAL OUTLAY	10,962.91	10,962.91	80.72	-	-		0%	-
001-521-640	P.D. CAPITAL OUTLAY: MACHINERY	9,767.34	9,767.34	21,594.15	27,526	17,000	APR Radios \$10,200, Laptop (2) \$1,700, Decatur radar units (2)	67%	(10,526)
001-521-643	P.D. CAPITAL OUTLAY: VEHICLE	81,881.83	81,881.83	42,581.00	-	48,000	1 Patrol vehicle	100%	48,000
001-521-999	P.D. TRANSFER OUT - FL. SAFE S	-	-	-	25,000	25,000	No invoice for consideration	100%	-
	POLICE EXPENSES	782,101.54	782,101.54	559,708.36	799,180	861,592		108%	62,412
	CODE ENFORCEMENT								
001-529-012	C.E. REG WAGES	77,805.28	77,805.28	60,051.46	89,990	85,441		95%	(4,549)
001-529-013	C.E. OTHER SALARIES AND WAGES	61.50	61.50	-	91	-		0%	(91)
001-529-014	C.E. OT WAGES	1,758.65	1,758.65	876.81	-	-		0%	-
001-529-016	C.E. VACATION	6,861.50	6,861.50	4,072.34	-	-		0%	-
001-529-017	C.E. SICK	1,723.70	1,723.70	599.35	-	-		0%	-
001-529-023	C.E. HEALTH-LIFE INSURANCE	17,596.65	17,596.65	16,583.51	16,901	19,142		113%	2,241
001-529-210	C.E. SOCIAL SECURITY/MEDICARE	6,753.24	6,753.24	5,074.29	6,884	6,536		95%	(348)
001-529-220	C.E. RETIREMENT	19,221.67	19,221.67	15,138.19	19,674	20,228		103%	554
001-529-310	C.E. LEGAL COUNSEL	141.41	141.41	57.02	500	500		100%	-
001-529-319	C.E. CONSULTING SERVICES - OTH	-	-	7.50	-	-		0%	-
001-529-320	C.E. ACCOUNTING AND AUDITING	125.00	125.00	105.00	249	350		141%	101
001-529-322	C.E. IT SERVICES	-	-	10.76	500	500		100%	-
001-529-323	C.E. BUILDING CLEANING CONTRAC	-	-	-	162	156		96%	(6)
001-529-410	C.E. COMMUNICATIONS	1,394.78	1,394.78	515.63	1,000	1,000		100%	-
001-529-420	C.E. POSTAGE	10.96	10.96	7.40	500	500		100%	-
001-529-430	C.E. ELECTRIC	77.60	77.60	70.08	100	100		100%	-
001-529-450	C.E. TOWN INSURANCE	-	-	2,021.13	1,841	2,446	Town insurance increased 23.9% (final)	133%	605
001-529-460	C.E. REPAIR / MAINT	61.18	61.18	45.35	1,000	2,000		200%	1,000
001-529-471	C.E. COPIER, PRINTING & BINDING	23.66	23.66	421.77	500	500		100%	500
001-529-480	C.E. ADVERTISEMENT	47.97	47.97	54.62	-	-		0%	-
001-529-510	C.E. OFFICE SUPPLIES	79.66	79.66	13.44	500	500		100%	-
001-529-520	C.E. FUEL	1,386.92	1,386.92	1,226.64	1,500	1,633	Fuel/keys charge / upcharge of 7%	109%	133
001-529-524	C.E. UNIFORMS/BOOTS/SAFETY	-	-	109.99	375	375		100%	-
001-529-525	C.E. SOFTWARE ANNUAL MAINTENANCE	67.46	67.46	-	270	270		100%	(0)
001-529-526	C.E. OPERATING SUPPLIES	-	-	-	-	88	Including Town events	100%	88
001-529-540	C.E. ED, BOOKS, DUES, PUB. TRA	13.96	13.96	16.29	1,000	1,000		100%	-
001-529-550	C.E. TRAINING & EDUCATION	3.95	3.95	-	1,000	3,000	New personnel	300%	2,000
001-529-600	C.E. CAPITAL IMPROVEMENT	4,517.74	4,517.74	21.25	-	3,000	Laptop computer & software	100%	3,000
001-529-601	C.E. EQUIPMENT	-	-	-	-	30,000	1 Vehicle	100%	30,000
	CODE ENFORCEMENT EXPENSES	139,734.44	139,734.44	107,099.82	144,037	179,265		124%	35,228
	TOTAL PUBLIC SAFETY EXPENSES	921,835.98	921,835.98	666,806.18	943,217	1,040,857		110%	97,640
	STREETS & ROADS								-
001-541-012	ST & RD REG WAGES	147,277.23	147,277.23	74,253.29	126,975	135,525		107%	8,550

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
001-541-013	ST & RD OTHER SALARIES AND WAG	451.50	451.50	1.50	267	-		0%	(267)
001-541-014	ST & RD OT WAGES	5,868.48	5,868.48	2,509.23	3,250	-		0%	(3,250)
001-541-016	ST & RD VACATION LEAVE	9,559.19	9,559.19	4,914.86	-	-		0%	-
001-541-017	ST & RD SICK LEAVE	6,222.60	6,222.60	2,875.81	-	-		0%	-
001-541-023	ST & RD HEALTH-LIFE INSURANCE	40,229.77	40,229.77	26,607.12	49,809	33,791	Cost allocation updated / Sanitation dept	68%	(16,018)
001-541-121	ST & RD AUTO USE	324.00	324.00	236.00	336	336		100%	0
001-541-210	ST & RD SOCIAL SECURITY/MEDICA	12,697.41	12,697.41	6,438.19	9,962	10,368		104%	406
001-541-220	ST & RD RETIREMENT	22,476.24	22,476.24	12,985.35	25,740	22,444		87%	(3,296)
001-541-751	ST & RD UNEMPLOYMENT	-	-	2,499.90	-	-		0%	-
001-541-310	ST & RD LEGAL COUNSEL	392.89	392.89	1,333.97	2,500	2,500		100%	-
001-541-319	ST & RD CONSULTING SERVICES -	-	-	31.74	810	-		0%	(810)
001-541-320	ST & RD ACCOUNTING AND AUDITIN	528.93	528.93	444.30	1,245	1,750		141%	505
001-541-322	ST & RD IT SERVICES	20.73	20.73	95.49	-	150		100%	150
001-541-349	ST & RD BUILDING CLEANING CONT	-	-	238.26	-	780		100%	780
001-541-410	ST & RD COMMUNICATIONS	4,374.56	4,374.56	2,440.43	4,000	5,000		121%	1,000
001-541-420	ST & RD POSTAGE	61.74	61.74	61.30	150	150		100%	-
001-541-430	ST & RD ELECTRICITY	42,761.66	42,761.66	32,320.38	50,000	55,000		110%	5,000
001-541-450	ST & RD TOWN INSURANCE	3,730.06	3,730.06	4,096.28	3,681	4,901	Town insurance increased 21.9% (Final)	131%	1,220
001-541-460	ST & RD REPAIR & MAINT.	46.97	46.97	1,168.97	-	-		0%	-
001-541-461	ST & RD REPAIR RAILROAD CROSSI	3,780.00	3,780.00	3,934.00	4,000	4,000		100%	-
001-541-463	ST & RD REPAIR & MAINT. - EQUI	14,327.54	14,327.54	13,570.28	19,000	22,000		116%	3,000
001-541-464	ST & RD SAFETY	622.52	622.52	340.61	2,000	1,500		75%	(500)
001-541-465	ST & RD REPAIR & MAINT - VEH	1,479.76	1,479.76	1,030.02	1,500	2,500	Tires for Front End Loader included	167%	1,000
001-541-471	ST & RD COPIER, PRINTING & BIN	602.65	602.65	456.17	500	700		140%	200
001-541-480	ST & RD ADVERTISEMENT	621.62	621.62	235.47	700	700		100%	-
001-541-490	ST & RD OTHER CURRENT CHARGES	1,028.83	1,028.83	11.74	1,500	1,500		100%	-
001-541-510	ST & RD OFFICE SUPPLIES	788.07	788.07	244.93	1,500	1,000		67%	(500)
001-541-520	ST & RD OPERATING SUPPLIES	462.58	462.58	701.51	5,000	5,440	Including Town events & Computer / Laptop Replacement	109%	440
001-541-521	ST & RD SOFTWARE ANNUAL MAINT	285.45	285.45	-	810	1,349		167%	539
001-541-523	ST & RD UNIFORMS	2,833.96	2,833.96	2,149.65	3,000	4,000	Open positions filled	133%	1,000
001-541-524	ST & RD FUEL	2,575.59	2,575.59	2,574.07	2,000	6,457	Fuel fees charged to correct department / upcharge of 7%	321%	4,457
001-541-525	ST & RD CHEMICALS	4,220.00	3,620.00	1,800.00	2,000	3,000	Price increase	150%	1,000
001-541-530	ST & RD ROAD MATERIALS AND SUP	3,994.31	3,994.31	5,755.30	12,500	11,000	Shelbrook / Millings / Crushed Concrete	88%	(1,500)
001-541-540	ST & RD BOOKS, DUES, PUB, TRAV	64.74	64.74	56.00	500	500		100%	-
001-541-541	ST & RD ATHLETIC FACILITY MEM	66.70	66.70	-	100	100		100%	-
001-541-550	ST & RD TRAINING AND EDUCATION	387.01	387.01	125.04	1,000	1,000		100%	-
001-541-600	ST & RD CAPITAL IMPROVEMENTS	469.14	469.14	58.37	2,000	2,000		100%	-
001-541-601	ST & RD SOFTWARE - PUBLIC RECO	58.76	58.76	-	-	-		0%	-
001-541-640	ST & RD MACHINERY AND EQUIPMEN	106.44	106.44	371.95	5,000	15,000	Lawnmower / Power Equipment	300%	10,000
001-541-641	ST & RD MACHINERY - VEHICLE	22,688.00	22,688.00	-	23,500	35,000	Vehicle	149%	11,500
	TOTAL STREETS & ROADS EXPENSES	358,487.63	357,887.63	208,967.47	366,835	391,441		107%	24,606
	PARKS AND RECREATION								-
001-572-012	REC. REG WAGES	47,674.70	47,674.70	39,152.89	70,991	66,944		94%	(4,047)
001-572-013	REC. OTHER SALARIES AND WAGES	118.50	118.50	1.50	93	-		0%	(93)
001-572-014	REC. OT WAGES	1,339.76	1,339.76	677.41	500	-		0%	(500)
001-572-016	REC. VACATION	2,967.58	2,967.58	2,131.44	-	-		0%	-
001-572-017	REC. SICK LEAVE	1,503.07	1,503.07	1,786.99	-	-		0%	-
001-572-023	REC. HEALTH-LIFE INSURANCE	12,643.34	12,643.34	12,448.94	16,902	18,286		108%	1,384
001-572-121	REC. AUTO USE	231.43	231.43	168.57	240	240	1 Position	100%	-
001-572-210	REC. SOCIAL SECURITY/MEDICARE	4,034.31	4,034.31	3,307.93	5,469	5,121		94%	(348)
001-572-220	REC. RETIREMENT	7,783.65	7,783.65	6,436.52	10,549	10,764	TRS Rate increases	102%	215
001-572-251	REC. UNEMPLOYMENT	-	-	54.17	-	-		0%	-
001-572-310	REC. LEGAL COUNSEL	345.49	345.49	659.93	3,500	3,500		100%	-
001-572-312	REC. ENGINEERING	-	-	-	-	-		0%	-
001-572-319	REC. CONSULTING SERVICES - OTH	-	-	82.50	648	-		0%	(648)
001-572-320	REC. ACCOUNTING AND AUDITING	1,375.00	1,375.00	1,155.00	996	1,400		141%	404
001-572-322	REC. IT SERVICES	63.38	63.38	118.26	-	200		100%	200
001-572-349	REC. BUILDING CLEANING CONTRAC	-	-	728.65	-	624		100%	624
001-572-410	REC. COMMUNICATIONS	7,411.50	7,411.50	5,067.31	6,000	7,000		117%	1,000
001-572-420	REC. POSTAGE	166.52	166.52	107.29	300	300		100%	-
001-572-430	REC. ELECTRICITY	6,427.70	6,427.70	4,351.84	4,000	7,000		175%	3,000
001-572-450	REC. TOWN INSURANCE	18,650.30	18,650.30	20,235.51	18,405	24,461	Town insurance increased 22.9% (Final)	131%	6,056
001-572-460	REC. REPAIR & MAINTENANCE	14,955.80	14,955.80	11,418.68	24,000	25,000		104%	1,000
001-572-461	REC. REPAIR EQUIPMENT	2,125.43	2,125.43	1,666.21	3,000	3,500	Tires for Front End Loader included	117%	500

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
001-572-462	REC. REPAIR VEHICLE	1,193.51	1,193.51	251.71	2,500	2,000		80%	(500)
001-572-463	REC. SAFETY EQUIPMENT	378.65	378.65	177.22	500	500		100%	-
001-572-471	REC. COPIER, PRINTING & BINDING	625.00	625.00	568.44	500	700		140%	200
001-572-480	REC. ADVERTISEMENT	1,118.62	1,118.62	614.14	1,000	1,000		100%	-
001-572-490	REC. OTHER CURRENT CHARGES	341.50	341.50	23.57	1,000	1,000		100%	-
001-572-491	REC. PARK HOLIDAY EQUIPMENT	2,643.17	2,643.17	16,913.65	17,000	17,000	Christmas Decor	100%	-
001-572-492	REC. PK SPECIAL EVENTS - FIREW	3,000.00	3,000.00	3,000.00	3,000	3,000		100%	-
001-572-510	REC. OFFICE SUPPLIES	3,472.06	3,472.06	334.04	2,000	1,800		90%	(200)
001-572-520	REC. OPERATING SUPPLIES	252.50	252.50	2,372.61	3,200	6,352	Park Restroom Supplies / including Town events	199%	3,152
001-572-521	REC. FUEL	3,092.18	3,092.18	2,420.64	2,500	3,506	Fuel levy charged to correct department / millage of %	140%	1,006
001-572-522	REC. UNIFORMS	915.38	915.38	578.09	1,500	1,500		100%	-
001-572-525	REC. SOFTWARE ANNUAL MAINTENANCE	839.32	839.32	-	540	1,484		275%	944
001-572-526	REC. CHEMICALS	620.00	620.00	-	1,200	2,000	Phone increase	167%	800
001-572-540	REC. BOOKS, DUES, PUB, TRAVEL	57.48	57.48	174.86	500	500		100%	-
001-572-541	REC. ATHLETIC FACILITY MEMBERS	-	-	-	150	150		100%	-
001-572-550	REC. TRAINING AND EDUCATION	428.15	428.15	79.25	1,000	1,000		100%	-
001-572-600	REC. CAPITAL OUTLAY (SOFTWARE)	273.49	273.49	-	1,000	1,000		100%	-
001-572-610	REC. CAPITAL OUTLAY	10,072.04	10,072.04	151.74	20,000	50,000	Playground Equipment	250%	30,000
001-572-640	REC. MACHINERY AND EQUIPMENT	3,511.03	3,511.03	1,451.48	10,000	15,000	Laundry and Power Equipment	150%	5,000
001-572-641	REC. MACHINERY - VEHICLE	22,688.00	22,688.00	-	-	35,000	Vehicle	100%	35,000
	PARKS AND RECREATION EXPENSES	185,379.54	185,379.54	140,868.98	234,683	318,833		136%	84,150
	CULTURAL SERVICES	-	-	-	-	-		-	-
001-573-012	CULT. REG WAGES	20,345.58	20,345.58	16,155.65	26,742	28,161		105%	1,419
001-573-013	CULT. OTHER PAY	12.50	12.50	37.50	102	-		0%	(102)
001-573-014	CULT. OT WAGES	68.21	68.21	5.25	250	-		0%	(250)
001-573-016	CULT. VACATION	843.62	843.62	821.70	-	-		0%	-
001-573-017	CULT. SICK	1,012.48	1,012.48	723.19	-	-		0%	-
001-573-023	CULT. HEALTH-LIFE INSURANCE	1,533.35	1,533.35	4,481.48	7,041	4,838		69%	(2,203)
001-573-121	CULT. AUTO USE	92.57	92.57	67.43	96	96		100%	-
001-573-120	CULT. SOCIAL SECURITY/MEDICARE	1,782.62	1,782.62	1,332.96	2,065	2,154		104%	89
001-573-220	CULT. RETIREMENT	2,537.95	2,537.95	2,117.57	3,276	3,682	PAS Rate increase	113%	406
001-573-310	CULT. LEGAL COUNSEL	207.34	207.34	56.90	100	100		100%	-
001-573-319	CULT. CONSULTING SERVICES - OT	-	-	7.49	162	-		0%	(162)
001-573-320	CULT. ACCOUNTING AND AUDITING	124.75	124.75	104.79	249	350		141%	101
001-573-322	CULT. IT SERVICES	200.00	200.00	10.73	-	200		100%	200
001-573-349	CULT. BUILDING CLEANING CONTRA	-	-	-	-	156		100%	156
001-573-410	CULT. COMMUNICATIONS	1,104.13	1,104.13	566.89	1,500	1,500		100%	-
001-573-420	CULT. POSTAGE	10.96	10.96	7.40	50	50		100%	-
001-573-430	CULT. ELECTRICITY	13,869.96	13,869.96	11,330.63	14,000	14,000		100%	-
001-573-450	CULT. TOWN INSURANCE	-	-	2,021.08	1,841	2,446	Town Insurance increased 22.9% (144)	131%	605
001-573-462	CULT. REPAIR-4X JUNE FACALITE	3,222.32	3,222.32	1,096.92	1,000	-		0%	(1,000)
001-573-464	CULT. REPAIR & MAINT. - OTHER	11,220.25	11,220.25	12,455.25	14,000	19,000	All repairs recorded under one code	136%	5,000
001-573-465	CULT. EQUIPMENT-REPAIR	3,135.43	3,135.43	29.98	-	-		0%	-
001-573-466	CULT. SAFETY EQUIPMENT	130.58	130.58	100.00	100	100		100%	-
001-573-471	CULT. COPIER, PRINTING & BINDING	23.61	23.61	16.62	50	50		100%	50
001-573-480	CULT. ADVERTISEMENT	39.67	39.67	64.13	100	100		100%	-
001-573-510	CULT. OFFICE SUPPLIES	770.60	770.60	17.19	200	200		100%	-
001-573-520	CULT. OPERATING SUPPLIES	7.43	7.43	1,735.67	800	1,588	Including Town events	199%	788
001-573-522	CULT. UNIFORMS	93.55	93.55	124.70	250	250		100%	-
001-573-524	CULT. FUEL	1,289.81	1,289.81	1,213.64	500	3,425	Fuel levy charged to correct department / millage of %	685%	2,925
001-573-525	CULT. SOFTWARE ANNUAL MAINTENANCE	73.89	73.89	-	135	270		200%	135
001-573-526	CULT. CHEMICALS	842.86	842.86	1,954.00	2,500	4,000		160%	1,500
001-573-540	CULT. BOOKS, DUES, PUB, TRAVEL	6.28	6.28	12.14	100	50		50%	(50)
001-573-541	CULT. ATHLETIC FACILITY MEMBER	-	-	-	100	100		100%	-
001-573-550	CULT. TRAINING & EDUCATION	652.54	652.54	-	500	500		100%	-
001-573-600	CULT. CAPITAL	1,625.90	1,625.90	12,252.77	165,649	165,649	Lake June Park - Phase II	100%	(0)
001-573-640	CULT. CAPITAL EQUIPMENT	103,719.27	103,719.27	47,416.54	44,826	15,000	Utility vehicle / ball field	11%	(29,826)
	CULTURAL SERVICES EXPENSES	170,600.01	170,600.01	118,338.19	288,234	268,015		91%	(20,219)
	HORTICULTURE	-	-	-	-	-		-	-
001-579-012	HORT. REG WAGES	62,488.45	62,488.45	46,699.69	77,315	81,510		105%	4,195
001-579-013	HORT. OTHER SALARIES AND WAGES	39.00	39.00	112.50	77	-		0%	(77)
001-579-014	HORT. OT WAGES	272.90	272.90	16.98	750	-		0%	(750)
001-579-016	HORT. VACATION	2,108.29	2,108.29	2,332.05	-	-		0%	-
001-579-017	HORT. SICK	3,145.76	3,145.76	2,076.99	-	-		0%	-

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
001-579-023	HORT. HEALTH-LIFE INSURANCE	18,189.67	18,189.67	13,436.96	21,141	23,981		111%	2,840
001-579-121	HORT. AUTO USE	92.57	92.57	67.43	96	96		100%	-
001-579-210	HORT. SOCIAL SECURITY/MEDICARE	5,070.32	5,070.32	3,844.75	5,972	6,236		104%	264
001-579-220	HORT. RETIREMENT	7,225.94	7,225.94	5,732.60	8,742	10,036	FRI Rate increases	115%	1,294
001-579-310	HORT. LEGAL COUNSEL	241.21	241.21	153.12	250	250		100%	-
001-579-319	HORT. CONSULTING SERVICES - OT	-	-	19.29	162	-		0%	(162)
001-579-320	HORT. ACCOUNTING AND AUDITING	321.50	321.50	270.06	249	350		141%	101
001-579-322	HORT. IT SERVICES	154.51	154.51	27.64	-	200		100%	200
001-579-349	HORT. BUILDING CLEANING CONTRA	-	-	144.17	-	156		100%	156
001-579-410	HORT. COMMUNICATIONS	2,197.47	2,197.47	1,176.19	2,000	2,000		100%	-
001-579-420	HORT. POSTAGE	37.46	37.46	24.14	100	50		50%	(50)
001-579-430	HORT. ELECTRIC	1,960.03	1,960.03	1,277.89	1,500	2,000		131%	500
001-579-450	HORT. TOWN INSURANCE	3,730.06	3,730.06	2,059.19	1,841	2,461	Town Insurance increased 22.5% (Final)	134%	620
001-579-460	HORT. REPAIR & MAINTENANCE	4,390.02	4,390.02	3,516.40	8,000	8,000	All repairs recorded under one code	100%	-
001-579-461	HORT. REPAIR & MAINT - EQUIP	4,006.82	4,006.82	168.46	-	-		0%	-
001-579-462	HORT. REPAIR & MAINT - IRRIGA	385.00	385.00	3,689.91	-	-		0%	-
001-579-463	HORT. SAFETY EQUIPMENT	92.74	92.74	46.49	200	100		50%	(100)
001-579-471	HORT. COPIER, PRINTING & BINDI	58.08	58.08	42.75	-	50		100%	50
001-579-480	HORT. ADVERTISEMENT	258.11	258.11	133.47	100	100	Portion filled	100%	-
001-579-490	HORT. OTHER CURRENT CHARGES	177.28	177.28	79.02	300	200		67%	(100)
001-579-510	HORT. OFFICE SUPPLIES	206.50	206.50	120.83	300	200		67%	(100)
001-579-520	HORT. INMATE EXPENSES	-	-	-	-	-		0%	-
001-579-521	HORT. FUEL	2,058.15	2,058.15	1,371.52	1,000	1,204	Fuel keys charged to correct department / upcharge of 1%	120%	204
001-579-522	HORT. UNIFORMS	411.74	411.74	-	500	500		100%	-
001-579-523	HORT. OPERATING SUPPLIES	294.24	294.24	101.26	1,000	88	Including Town events	9%	(912)
001-579-524	HORT. CHEMICALS	1,120.60	1,120.60	1,299.00	1,500	2,500		167%	1,000
001-579-525	HORT. SOFTWARE ANNUAL MAINTENA	173.51	173.51	-	135	135		100%	(0)
001-579-540	HORT. BOOKS, DUES, PUB AND TRA	19.86	19.86	27.93	100	100		100%	-
001-579-541	HORT. ATHLETIC FACILITY MEMBER	-	-	-	50	50		100%	-
001-579-550	HORT. TRAINING AND EDUCATION	122.79	122.79	1.99	500	500		100%	-
001-579-600	HORT. CAPITAL OUTLAY - SOFTWARE	63.94	63.94	-	-	-		0%	-
001-579-610	HORT. CAPITAL OUTLAY	265.66	265.66	35.48	-	-		0%	-
001-579-640	HORT. MACHINE AND EQUIPMENT	25,794.74	25,794.74	10,666.14	8,072	-		0%	(8,072)
	TOTAL HORTICULTURE EXPENSES	147,174.92	147,174.92	100,772.29	141,952	143,052		101%	1,100
	TOTAL PARKS AND RECREATION EXPENSES	503,154.47	503,154.47	359,979.46	664,869	729,900		110%	65,031
	TOTAL GOVERNMENTAL EXPENSES	2,205,137.05	2,939,657.87	1,571,519.37	2,539,126	3,336,260		131%	797,134
	INFRASTRUCTURE	-	-	-	-	-		-	-
101-513-605	INFRA CAPITAL IMPRV: GENERATOR	-	-	-	-	136,128	Estimated Delivery and Install 2022/2023	100%	136,128
101-521-644	INFRA VEHICLE - LPD	41,000.00	41,000.00	-	-	48,000	1 Patrol vehicle	100%	48,000
101-534-640	INFRA GARBAGE TRUCK LOAN	-	752,654.00	-	-	354,335	Loan to be repaid	0%	354,335
101-541-633	INFRA ROADS/SIDEWALKS/PATH	10,507.00	10,507.00	-	380,718	-		0%	(380,718)
101-580-600	INFRA ROADS - CEMETERY	-	-	-	-	10,000	Pavement Extension Cemetery	100%	10,000
101-581-910	INFRA UNCATEGORIZED EXPENSES	-	261,362.38	-	-	-	DECREASED	100%	-
101-581-999	INFRA TRANSFER OUT	-	128,941.00	-	50,000	-		0%	(50,000)
	TOTAL INFRASTRUCTURE EXPENSES	51,507.00	1,194,464.38	-	430,718	548,463		127%	117,745
	CRA EXPENSES	-	-	-	-	-		-	-
101-513-320	ACCOUNTING AND AUDITING	-	-	-	2,500	6,000		240%	3,500
101-513-490	OTHER CURRENT CHARGES (REPORT)	287.98	287.98	175.00	175	175		100%	-
101-513-550	TRAINING AND TRAVEL	-	-	-	1,000	-		0%	(1,000)
101-541-600	SIDEWALKS, STREETS & ROADS	53,781.87	53,781.87	15,635.66	50,000	-		0%	(50,000)
101-581-000	TRANSFER IN - GENERAL	-	-	-	13,120	-		0%	(13,120)
101-581-999	UNCATEGORIZED EXPENSES	-	-	-	-	144,476	Projects / none listed for workshop	100%	144,476
	TOTAL CRA EXPENSES	54,069.85	54,069.85	15,810.66	66,795	150,651		226%	83,856
	CAPITAL PROJECT FUND - GRANT	-	-	-	-	-		-	-
300-535-012	DEP WW. SALARIES DEP SSCP	-	-	18,212.00	-	-		0%	-
300-535-014	DEP OT WAGES	-	-	-	-	-		0%	-
300-535-031	DEP PRE DESIGN STUDY	-	-	15,922.50	-	2,000,000	New / Grant	100%	2,000,000
300-535-034	DEP PROJECT MANAGEMENT	-	-	-	-	-	New / Grant	0%	-
300-535-210	WW. SOCIAL SECURITY/MEDICARE	-	-	1,313.89	-	-		0%	-
300-533-602	COBG WATER LINE REPLACEMENT	-	-	11,666.68	-	30,000	GCRA Professional services / Project in progress	100%	30,000
300-581-535	GRANT TRANSFER OUT	-	-	2,221.57	-	-	(Funds not audited - available)	0%	-
	TOTAL CAPITAL PROJECT FUND - GRANT EX	-	-	49,336.64	-	2,030,000		100%	2,030,000

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	WATER SYSTEMS								-
401-533-012	REG WAGES	424,070.41	424,070.41	303,156.46	545,906	488,015	Personnel salaries changed	69%	(57,891)
401-533-013	OTHER SALARIES AND WAGES	1,036.50	1,036.50	270.00	617	-		0%	(617)
401-533-014	OT WAGES	30,407.34	30,407.34	21,845.98	30,000	-		0%	(30,000)
401-533-016	VACATION LEAVE	21,873.65	21,873.65	20,858.12	-	-		0%	-
401-533-017	SICK LEAVE	13,052.49	13,052.49	11,355.68	-	-		0%	-
401-533-023	HEALTH-LIFE INSURANCE	107,544.71	107,544.71	90,443.82	130,901	115,202	cost allocation updated / all positions filled	88%	(15,699)
401-533-121	AUTO USE	4,466.56	4,466.56	4,333.44	4,632	7,872	3 Positions	170%	3,240
401-533-210	SOCIAL SECURITY/MEDICARE	36,689.63	36,689.63	26,840.91	44,057	37,333		85%	(6,724)
401-533-220	RETIREMENT	70,303.72	70,303.72	54,069.83	90,092	83,041	PAS Rate increases and 2 SMC Positions	93%	(7,051)
401-533-250	UNEMPLOYMENT COMPENSATION	3,162.50	3,162.50	1,375.61	-	-		0%	-
401-533-310	LEGAL COUNCIL	8,900.60	8,900.60	6,396.60	15,000	15,000		100%	-
401-533-311	ENGINEERING	-	-	2,000.00	15,000	10,000		67%	(5,000)
401-533-319	CONSULTING SERVICES - OTHER	-	-	702.27	6,804	-		0%	(6,804)
401-533-320	ACCOUNTING & AUDITING	11,704.55	11,704.55	9,831.82	10,458	14,700		141%	4,242
401-533-322	IT SERVICES	1,027.76	1,027.76	1,450.60	-	2,000		100%	2,000
401-533-340	CONTRACTUAL SERVICES	2,039.48	2,039.48	1,200.00	2,500	2,500		100%	-
401-533-341	LAB TESTING	8,561.00	8,561.00	3,112.00	10,000	10,000		100%	-
401-533-342	WATER TANK MAINTENANCE	57,600.16	57,600.16	41,927.75	56,158	62,884	Contract / SUEZ increased	111%	6,726
401-533-349	BUILDING CLEANING CONTRACT	-	-	5,248.32	-	6,552		100%	6,552
401-533-410	COMMUNICATION	23,738.45	23,738.45	15,600.78	23,000	24,000		104%	1,000
401-533-420	POSTAGE	8,635.44	8,635.44	5,800.76	7,500	10,000	New billing format / letter	131%	2,500
401-533-430	ELECTRICITY	57,891.71	57,891.71	44,096.80	60,000	68,000	Fuel idly increase	113%	8,000
401-533-450	TOWN INSURANCE	78,331.26	78,331.26	86,137.58	77,303	104,736	Town Insurance increased 22.9% (SUEZ)	135%	27,433
401-533-460	REPAIR AND MAINTENANCE - OTHER	24,017.43	24,017.43	7,485.91	10,000	10,000		100%	-
401-533-461	CROSS CONNECTION	1,745.00	1,745.00	10,466.18	5,000	5,000		100%	-
401-533-462	DISTRIBUTION LINE REPAIR	43,538.60	43,538.60	15,985.33	30,000	30,000		100%	-
401-533-463	EMERGENCY GENERATOR	7,548.25	7,548.25	10,386.27	12,000	12,000	FAW Contract	100%	-
401-533-464	WA WATER TANK MAINTENANCE REPA	-	-	3,256.32	-	-		0%	-
401-533-465	HYDRANT REPAIR	179.00	179.00	-	2,000	1,000		50%	(1,000)
401-533-466	VEHICLE REPAIR	11,317.36	11,317.36	4,364.64	15,000	10,000		67%	(5,000)
401-533-467	SAFETY PRORAM	2,898.45	2,898.45	425.43	1,500	1,200		80%	(300)
401-533-469	WATER PLANT MAINTENANCE	18,759.19	18,759.19	42,573.23	25,000	25,000		100%	-
401-533-471	COPIER, PRINTING & BINDING	2,216.71	2,216.71	1,557.69	-	2,000		100%	2,000
401-533-480	LEGAL ADVERTISEMENT	11,439.26	11,439.26	5,265.66	7,000	7,000		100%	-
401-533-490	OTHER CURRENT CHARGES	2,173.76	2,173.76	121.73	1,000	1,000		100%	-
401-533-494	PLANT LICENSES RENEWAL	-	-	-	650	650		100%	-
401-533-510	OFFICE SUPPLIES	8,452.65	8,452.65	4,827.88	3,000	8,000	New billing format / letter	267%	5,000
401-533-520	OPERATING SUPPLIES	5,000.02	5,000.02	5,543.92	15,000	13,696	Including Town events	91%	(1,304)
401-533-521	FUEL	21,514.00	21,514.00	17,962.55	25,000	30,000	Fuel idly charged to correct department / upcharge of 7%	120%	5,000
401-533-522	UNIFORMS	4,397.02	4,397.02	2,198.21	4,000	4,000		100%	-
401-533-525	CHEMICALS	35,778.84	35,778.84	28,701.47	35,000	45,500	Chemical costs increased 30%	130%	10,500
401-533-526	ADMINISTRATIVE COSTS	16,225.00	17,700.00	-	17,700	29,000	Supplies cost increases and operational involvement in new accounts	164%	11,300
401-533-529	SOFTWARE ANNUAL MAINTENANCE	7,203.51	7,203.51	2,500.00	5,667	5,127	ADG software maint	90%	(540)
401-533-540	DUES, SUBSCRIPTION, MEMBERSHIP	556.52	556.52	5,658.32	3,500	3,500	Actual include some training costs	100%	-
401-533-541	ATHLETIC FACILITY MEMBERSHIP	-	-	-	300	300		100%	-
401-533-550	TRAINING AND EDUCATION	4,752.70	4,752.70	3,550.22	5,000	5,000	Training costs not properly recorded	100%	-
401-533-560	MISCELLANEOUS EXPENSE	-	-	-	500	-		0%	(500)
401-533-590	DEPRECIATION	396,111.56	-	-	-	-		0%	-
401-533-600	CAPITAL IMPROVEMENTS	83,424.36	43,100.85	30,765.38	9,286	10,000		108%	714
401-533-601	BUILDING - NEW T H	252.82	252.82	-	-	-		0%	-
401-533-631	REPLACE/NEW METERS AND LINES	7,648.85	7,648.85	6,610.87	10,000	83,168	Cell read meters - Decrease by 518,832 (Insurance)	812%	73,168
401-533-643	LOCATING EQUIPMENT	47.07	47.07	-	8,000	8,000	GPS mapping locator	100%	8,000
401-533-644	NEW EQUIPMENT	2,051.74	2,051.74	16,574.30	-	125,126	Capital for operations	100%	125,126
401-533-645	VEHICLE PURCHASE	-	-	-	55,000	59,000	Replace 2001 Chevy	107%	4,000
401-533-653	SYSTEM/PROGRAM	6,667.97	6,667.97	8,236.15	7,000	9,000	Hardware	129%	2,000
401-533-912	INTRAGOV'T TRANSFER CAP CONTRIB	-	-	-	-	-		0%	-
401-533-999	UNCATEGORIZED EXPENSES	-	-	-	-	-		0%	-
401-581-006	TRANSFER SYS DEVELOPMENT FEE	39,600.00	39,600.00	-	20,000	55,000		275%	35,000
401-581-010	TRANSFERS OUT OPERATING	113,400.00	111,925.00	50,000.00	-	-		0%	-
	TOTAL WATER SYSTEMS EXPENSES	1,849,956.56	1,413,521.49	1,043,067.79	1,455,031	1,660,102		114%	205,071
	WASTEWATER (SEWER)								-
402-535-012	REG WAGES	141,386.25	141,386.25	101,056.49	205,636	325,838		158%	120,202

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
402-535-013	OTHER SALARIES AND WAGES	267.00	267.00	112.50	165	-		0%	(165)
402-535-014	OT WAGES	8,135.52	8,135.52	7,643.97	11,650	-		0%	(11,650)
402-535-016	VACATION LEAVE	8,197.92	8,197.92	5,945.32	-	-		0%	-
402-535-017	SICK LEAVE	3,988.08	3,988.08	3,102.09	-	-		0%	-
402-535-023	HEALTH-LIFE INSURANCE	32,288.72	32,288.72	26,199.04	38,475	40,383		105%	1,908
402-535-121	AUTO USE	3,008.56	3,008.56	2,911.44	3,120	5,280	3 Positions	169%	2,160
402-535-210	SOCIAL SECURITY/MEDICARE	12,135.83	12,135.83	8,859.10	16,622	24,927		150%	8,305
402-535-220	RETIREMENT	27,773.28	27,773.28	26,341.22	29,543	68,509	FPS rate increases and 2 SMC positions	232%	38,966
402-535-250	WW UNEMPLOYMENT COMP	-	-	48.06	-	-		0%	-
402-535-310	LEGAL COUNSEL	20,958.56	20,958.56	13,293.67	7,500	10,000		133%	2,500
402-535-312	ENGINEERING	400.00	400.00	8,500.00	5,000	5,000		100%	-
402-535-313	PERMIT - DEP	-	-	-	-	-		0%	-
402-535-319	CONSULTING SERVICES - OTHER	-	-	408.60	-	-		0%	-
402-535-320	ACCOUNTING & AUDITING	6,810.03	6,810.03	5,720.43	6,225	8,750		141%	2,525
402-535-322	IT SERVICES	365.25	365.25	705.16	-	1,000		100%	1,000
402-535-340	CONTRACTUAL SERVICES	3,029.96	3,029.96	3,000.00	5,000	5,000		100%	-
402-535-349	BUILDING CLEANING CONTRACT	-	-	3,053.60	4,050	3,900		96%	(150)
402-535-410	COMMUNICATION	15,155.23	15,155.23	10,613.39	14,000	16,601		119%	2,601
402-535-420	POSTAGE	3,599.32	3,599.32	2,437.64	3,000	5,000		167%	2,000
402-535-430	ELECTRICITY	56,787.79	56,787.79	45,468.30	60,000	70,000	Fuel rate increase	117%	10,000
402-535-450	TOWN INSURANCE	44,702.72	44,702.72	49,245.05	44,173	59,006	Town insurance increased 22.9% (fuel)	134%	14,833
402-535-460	REPAIR & MAINTENANCE	14,930.40	14,930.40	8,457.19	7,500	7,500		100%	-
402-535-463	REPAIR VEHICLE	3,225.33	3,225.33	1,291.26	2,500	2,500		100%	-
402-535-464	REPAIR GRAVITY (LIFT STATION)	47,266.23	47,266.23	21,178.94	35,000	40,000		114%	5,000
402-535-465	REPAIR WWTP GENERATORS	7,129.71	7,129.71	5,467.96	7,500	7,500		100%	-
402-535-466	REPAIR WWTP	32,049.60	32,049.60	11,459.86	40,000	40,000		100%	-
402-535-471	COPIER, PRINTING & BINDING	1,289.75	1,289.75	906.29	-	2,000		100%	2,000
402-535-480	LEGAL ADVERTISEMENT	3,457.67	3,457.67	3,439.92	3,500	3,500		100%	-
402-535-490	MISCELLANEOUS EXPENSES	-	-	70.82	500	500		100%	-
402-535-493	OTHER CURRENT CHARGES	-	-	45.50	2,000	2,000		100%	-
402-535-510	OFFICE SUPPLIES	3,861.05	3,861.05	2,216.32	1,500	3,000		200%	1,500
402-535-520	OPERATING SUPPLIES	1,960.55	1,960.55	4,446.02	10,000	10,700	Including Town events	102%	700
402-535-521	FUEL	3,956.57	3,956.57	2,744.26	2,500	6,000	Fuel rate charged to correct department / overcharge of 4%	240%	3,500
402-535-522	UNIFORMS	836.85	836.85	373.42	750	750		100%	-
402-535-524	SLUDGE	67,547.94	67,547.94	37,735.88	45,000	55,000	Heating / fuel increase	123%	10,000
402-535-525	LAB	25,587.96	23,899.46	18,433.24	25,000	30,000		120%	5,000
402-535-526	SAFETY	52.05	52.05	1,010.18	1,000	1,000		100%	-
402-535-527	CHEMICALS	18,337.46	18,337.46	15,517.52	20,000	26,000	Chemical costs increased 30%	130%	6,000
402-535-528	ADMINISTRATIVE COSTS	9,625.00	10,500.00	-	10,500	12,000	Supplies cost increases and operational involvement in new accounts	114%	1,500
402-535-529	SOFTWARE ANNUAL MAINTENANCE	3,675.21	3,675.21	-	3,238	2,698		81%	(540)
402-535-540	DUES, SUBSCRIPTION, MEMBERSHIP	1,032.34	1,032.34	931.58	600	600		100%	-
402-535-541	ATHLETIC FACILITY MEMBERSHIP	-	-	-	150	150		100%	-
402-535-550	TRAINING AND EDUCATION	4,721.27	4,721.27	1,847.61	3,000	3,000		100%	-
402-535-560	MISCELLANEOUS EXPENSES	-	-	-	1,000	-		0%	(1,000)
402-535-590	DEPRECIATION	198,781.26	-	-	-	-		0%	-
402-535-600	CAPITAL IMPROVEMENTS	60,425.19	169,547.51	1,373.62	93,506	-		0%	(93,506)
402-535-601	CAPITAL OUTLAY - NTH	147.10	147.10	-	-	-		0%	-
402-535-608	SYSTEM/SOFTWARE	1,354.54	1,354.54	3.27	-	-		0%	-
402-535-644	NEW EQUIPMENT	881.23	881.23	1,779.68	-	88,652	Capital for operations - Decrease by \$9,618 (insurance)	100%	88,652
402-535-700	DEBT - DEP LOAN I	-	66,669.00	38,890.25	66,669	66,669	2 payment remaining with balance of \$75,870.03	100%	-
402-535-701	DEBT - DEP LOAN II	-	61,362.00	35,794.50	61,362	61,362		100%	-
402-535-720	INTEREST EXPENSE	6,879.73	-	-	-	-		0%	-
402-535-909	INTRAGOV'T TRANSFER PLNT SEWER	132,819.00	131,944.00	-	-	-		0%	-
402-581-005	TRANSFER OUT - W/S SYS DEVELOPM	6,400.00	6,400.00	-	-	-		0%	-
	TOTAL WASTEWATER (SEWER) EXPENSES	1,047,171.01	1,077,024.84	540,080.16	898,434	1,121,276		125%	223,342
	CEMETERY	-	-	-	-	-		-	-
403-580-012	REG WAGES	15,255.38	15,255.38	5,845.91	9,607	12,933		135%	3,326
403-580-013	OTHER SALARIES AND WAGES	30.00	30.00	-	18	-		0%	(18)
403-580-014	OT WAGES	734.66	734.66	183.14	-	-		0%	-
403-580-016	VACATION LEAVE	885.20	885.20	540.25	-	-		0%	-
403-580-017	SICK LEAVE	406.29	406.29	192.74	-	-		0%	-
403-580-023	HEALTH-LIFE INSURANCE	2,847.28	2,847.28	1,630.36	3,268	3,333		102%	65
403-580-210	SOCIAL SECURITY/MEDICARE	1,317.88	1,317.88	515.06	735	989		135%	254

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
403-580-220	RETIREMENT	2,210.01	2,210.01	1,057.57	1,775	2,076	FRS Rate increases	117%	301
403-580-250	UNEMPLOYMENT COMP	-	-	54.16	-	-		0%	-
403-580-310	ACCOUNTING & AUDIT	214.42	214.42	180.12	249	350		141%	101
403-580-311	LEGAL COUNSEL	224.88	224.88	107.17	300	400		133%	100
403-580-312	LAND SURVEYOR/APPRaiser	600.00	600.00	-	3,500	5,500	For survey blocks B & C from Memorandum of Traditional 1601 votes	157%	2,000
403-580-319	CONSULTING SERVICES - OTHER	-	-	12.86	162	100		67%	(62)
403-580-322	IT SERVICES	21.24	21.24	63.42	-	200		100%	200
403-580-349	BUILDING CLEANING CONTRACT	-	-	208.24	-	156		100%	156
403-580-410	COMMUNICATIONS	872.36	872.36	544.49	900	1,000		111%	100
403-580-420	POSTAGE	43.82	43.82	33.71	50	50		100%	-
403-580-430	ELECTRICITY	3,546.94	3,546.94	3,478.34	4,000	7,000	Current average \$450 Per mp	175%	3,000
403-580-450	TOWN INSURANCE	3,730.06	3,730.06	2,038.45	1,841	2,446	Town Insurance increased 22.9% (Final)	131%	605
403-580-460	REPAIR & MAINTENANCE	1,486.88	1,486.88	2,038.45	2,500	3,000	Building repairs	120%	500
403-580-463	SAFETY EQUIPMENT	389.16	389.16	12.01	50	50		100%	-
403-580-471	COPER, PRINTING & BINDING	254.37	254.37	148.01	500	500		100%	-
403-580-480	ADVERTISEMENT	120.69	120.69	97.49	50	150		300%	100
403-580-490	OTHER CURRENT CHARGES	88.75	88.75	5.60	150	1,500		1000%	1,350
403-580-491	ENGRAVING	-	-	-	500	700		140%	200
403-580-510	OFFICE SUPPLIES	380.05	380.05	99.58	300	400		133%	100
403-580-520	OPERATING SUPPLIES	62.57	62.57	537.13	600	688	Metal detector / Including Town events	115%	88
403-580-521	FUEL	859.82	859.82	779.00	700	403	Fuel to correct department / upcharge of 7%	58%	(297)
403-580-522	UNIFORMS	278.07	278.07	226.80	350	400		114%	50
403-580-523	CHEMICALS	-	-	-	500	500	Dept updr	100%	-
403-580-525	ADMINISTRATIVE COSTS	971.74	1,060.00	-	1,060	2,000	Supplies cost increases and operational involvement in new accounts	189%	940
403-580-529	SOFTWARE ANNUAL MAINTENANCE	115.72	115.72	-	270	270		100%	(0)
403-580-540	DUES, SUBSCRIPTION, MEMBERSHIP	17.61	17.61	18.64	50	50		100%	-
403-580-541	ATHLETIC FACILITY MEMBERSHIP	-	-	-	50	50		100%	-
403-580-550	TRAINING AND EDUCATION	10.18	10.18	77.27	300	-		0%	(300)
403-580-590	DEPRECIATION	2,698.02	-	-	-	-		0%	-
403-580-600	CAPITAL IMPROVEMENTS	2,979.44	2,979.44	27.58	4,000	10,000	Pavement Extension	250%	6,000
403-580-601	CAPITAL - SOFTWARE	42.65	42.65	-	-	-		0%	-
403-580-910	INTRAGOV'T TRANSFER - CEM TRST	100.00	36,100.00	-	18,000	7,858		44%	(10,142)
	TOTAL CEMETERY EXPENSES	43,796.14	113,909.97	20,753.55	56,335	65,053		115%	8,718
	WATER/SEWER CAPITAL IMP	-	-	-	-	-		-	-
404-533-631	REPLACE/NEW METERS AND LINES	-	-	-	-	150,000	Per Job, Pipebursting project	100%	150,000
404-533-631	REPLACE/NEW METERS AND LINES	-	-	-	-	50,000	Per Fave, Meters	100%	50,000
404-535-600	CAPITAL OUTLAY	-	-	8,500.00	-	-		0%	-
404-581-999	UNCATEGORIZED EXPENSES	-	294,232.47	-	30,000	-	capital projects	0%	(30,000)
	TOTAL WATER/SEWER CAPITAL IMP EXPENSES	-	294,232.47	8,500.00	30,000	200,000		667%	170,000
	SANITATION/REFUSE	-	-	-	-	-		-	-
409-534-012	REG WAGES	166,128.74	166,128.74	176,137.40	315,166	336,730		107%	21,564
409-534-013	OTHER SALARIES AND WAGES	364.50	364.50	25.50	383	-		0%	(383)
409-534-014	OT WAGES	6,445.89	6,445.89	10,467.81	15,000	-		0%	(15,000)
409-534-016	VACATION LEAVE	8,834.36	8,834.36	11,469.38	-	-		0%	-
409-534-017	SICK LEAVE	5,917.83	5,917.83	6,334.12	-	-		0%	-
409-534-023	HEALTH-LIFE INSURANCE	41,348.91	41,348.91	49,903.19	70,688	85,142	Allocations from Streets department to sanitation	120%	14,454
409-534-024	WRK COMP	-	-	-	-	-		0%	-
409-534-121	AUTO USE	462.86	462.86	337.14	480	480		100%	-
409-534-210	SOCIAL SECURITY TAXES	14,199.74	14,199.74	15,535.97	25,258	25,760		103%	502
409-534-220	RETIREMENT	25,721.96	25,721.96	26,952.72	40,580	48,039	FRS Rate increases	118%	7,459
409-534-250	UNEMPLOYMENT COMPENSATION	3,150.00	3,150.00	2,491.62	-	-		0%	-
409-534-310	LEGAL COUNSEL	5,362.15	5,362.15	1,342.18	4,500	4,500		100%	-
409-534-313	LEGAL ADVERTISEMENT	-	-	-	-	-		0%	-
409-534-319	CONSULTING SERVICES - OTHER	-	-	127.44	1,782	-		0%	(1,782)
409-534-320	ACCOUNTING & AUDITING	2,123.94	2,123.94	1,784.10	2,739	4,550		164%	1,811
409-534-322	IT SERVICES	107.13	107.13	189.15	0	0		0%	-
409-534-349	BUILDING CLEANING CONTRACT	-	-	1,120.44	0	1,716		100%	1,716
409-534-410	COMMUNICATION	6,186.96	6,186.96	3,251.26	6,000	7,000		117%	1,000
409-534-420	POSTAGE	2,048.90	2,048.90	1,274.51	1,200	1,200		100%	-
409-534-430	ELECTRICITY	2,683.89	2,683.89	1,852.30	3,000	3,500		117%	500
409-534-450	TOWN INSURANCE	16,785.27	16,785.27	18,383.65	16,565	22,015	Town insurance increased 22.9% (Final)	131%	5,450
409-534-460	REPAIR & MAINT. - TRUCKS / VE	54,031.72	54,031.72	38,079.00	45,000	50,000		111%	5,000
409-534-461	REPAIR & MAINT. - DUMPSTER / C	2,377.64	2,377.64	1,579.27	4,000	4,000		100%	-

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (ADOPTED)	TOWN OF LAKE PLACID ACTIVITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU JUNE 30, 2022 (ACTUAL)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (ADOPTED)	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022 (PROPOSED)	LINE ITEM NOTES:	%	CHANGES
409-534-462	REPAIR & MAINTENANCE - EQUIPME	2,778.92	2,778.92	987.67	5,600	5,000		89%	(600)
409-534-463	LANDFILL FEE	161,117.89	161,117.89	96,535.31	160,000	170,000	Res vs comm costs	106%	10,000
409-534-464	SAFETY EQUIPMENT	814.13	814.13	388.08	1,500	1,500		100%	-
409-534-471	COPIER, PRINTING & BINDING	949.05	949.05	949.02	0	1,200		100%	1,200
409-534-480	LEGAL ADVERTISEMENT	4,406.17	4,406.17	1,348.64	1,200	1,000		91%	(200)
409-534-490	OTHER CURRENT CHARGES	16.20	16.20	47.37	1,500	200		13%	(1,300)
409-534-510	OFFICE SUPPLIES	1,703.97	1,703.97	539.37	2,000	2,000		100%	-
409-534-521	FUEL	33,192.59	33,192.59	29,150.99	32,000	46,863	Fuel fees charged to correct departments / surcharge of %	146%	14,863
409-534-522	UNIFORMS	3,120.78	3,120.78	2,061.86	3,000	3,500		117%	500
409-534-523	SOFTWARE ANNUAL MAINTENANCE	1,146.27	1,146.27	-	1,619	675		42%	(944)
409-534-526	ADMINISTRATIVE COSTS	3,690.75	4,023.00	-	4,023	6,000	Supplies cost increases and operational involvement in new accounts	149%	1,977
409-534-527	OPERATING SUPPLIES - OTHER	1,854.67	1,854.67	1,534.21	1,600	2,968	Including Town events	186%	1,368
409-534-540	MEMBERSHIP, DUES, TRAVEL & SUB	169.78	169.78	213.14	100	200		200%	100
409-534-541	ATHLETIC FACILITY MEMBERSHIP	66.68	66.68	-	50	50		100%	-
409-534-550	TRAINING AND EDUCATION	589.12	589.12	624.20	700	800		114%	100
409-534-600	CAPITAL IMP/OUTLAY	704.65	2,061.64	51,204.94	50,000	7,000	Additional residential garbage bins	14%	(43,000)
409-534-601	CAPITAL OUTLAY - NTH	53.97	53.97	-	0	0		100%	-
409-534-610	TRUCK PURCHASE	-	369,829.20	-	0	550,000	Grapple Tr 5195-665 / Garbage Tr 5136-503	100%	550,000
409-534-620	DUMPSTER REPLACEMENT	-	9,321.00	-	15,000	35,000		233%	20,000
409-534-641	MACHINERY AND EQUIPMENT	-	41,981.55	54.37	48,145	4,000	Wreastation removed / Welder replacement	8%	(44,145)
409-581-400	TRANSFER OUT - CHAMBER EVENTS	-	-	-	0	0		100%	-
409-581-997	TRANSFER OUT - INFRA LP GOVT	-	13,729.00	20,478.00	13,729	4,693	Final year	34%	(9,036)
409-581-998	TRANSFER OUT - INFRA GARBAGE	-	43,525.00	-	43,525	43,290	SA 2015 1% purchased 08/30/2018 on 5217.627	99%	(235)
409-581-999	TRANSFER OUT - OTHER	-	-	-	27,886	-		0%	(27,886)
	TOTAL SANITATION/REFUSE EXPENSES	632,147.17	1,060,732.97	574,755.32	965,518	1,480,570		159%	515,052
	WASTEWATER LOAN REPAYMENT ACCOUNT								
412-535-730	DEBT - DEP LOAN I	-	66,669.20	33,334.60	66,669	66,669		100%	-
412-535-731	DEBT - DEP LOAN II	-	61,361.32	30,680.66	61,361	61,361		100%	-
412-581-000	UNCATEGORIZED EXPENSES RESERVE	-	108.73	-	200	50		25%	(150)
	TOTAL WASTEWATER LOAN REPAYMENT EX	-	128,139.25	64,015.26	128,230	128,080		100%	(150)
	CEMETERY TRUST								
413-581-901	CEMETERY TRST TRANSFER OUT - CE	-	588.49	-	0	0		100%	-
413-581-999	CATEGORIZED EXPENSES	-	-	-	18,000	7,858		44%	(10,142)
	TOTAL CEMETERY TRUST EXPENSES	-	588.49	-	18,000	7,858		44%	(10,142)
	COMBINED GOVERNMENTAL EXPENSES	5,698,405.24	8,090,962.04	3,746,969.77	6,353,504	10,409,981	Increase due to grant activity	164%	4,056,477

Millage Per \$1,000

General Fund 3.15

BUDGET SUMMARY

Town of Lake Placid - Fiscal Year 2022-2023

THE PROPOSED OPERATING BUDGET EXPENDITURES OF TOWN OF LAKE PLACID ARE ABOUT 60% MORE THAN LAST YEAR TOTAL OPERATING EXPENDITURES DUE TO PROPOSED UTILITY PROJECTS

	GENERAL FUND	SPECIAL INFRAS. REVENUE FUND	ENTERPRISE FUND WATER /WASTEWA / SANIT/CEM	CAPITAL FUNDS WATER / WASTEWATER	TOTAL BUDGET
ESTIMATED REVENUES:					
Taxes: Millage Per \$1000					
Ad Valorem Tax 3.15	848,556				848,556.00
Sales and Use Taxes	693,995	260,407.00			954,402.00
Maintenance Fees	32,531				32,531.39
Charges for Services	11,850		3,777,501.15		3,789,351.15
Intergovernmental Revenue	50,111				50,111.00
Revenue sharing program	79,214				79,214.00
Grants	762,609			2,000,000.00	2,762,609.44
Licenses & Permits	13,700				13,700.00
Fines & Forfeitures	26,500				26,500.00
Recreation Fees	15,000				15,000.00
Franchise Fees	215,000				215,000.00
H. County Government - Recreation	110,000				110,000.00
H. County Government - Tax Increment	109,158				109,158.00
Interest Earned/Other	2,700	50.00			2,750.00
TOTAL SOURCES	2,970,924.83	260,457.00	3,777,501.15	2,000,000.00	9,008,882.98
Interfund Transfers in	48,000.00	47,983.22	195,665.00		291,648.22
Fund Balance	149,153	240,023.00	354,335.00	30,000.00	773,511.00
Reserves/Net Assets	-	-	-	-	-
TOTAL REVENUES & TRANSFERS	3,168,077.83	548,463.22	4,327,501.15	2,030,000.00	10,074,042.20
EXPENDITURES/EXPENSES:					
General/Government	855,229	184,128			1,039,357
Public Safety	1,040,857				1,040,857
Physical Environment		354,335	1,352,539		1,706,874
Transportation	391,441				391,441
Community Redevelopment Agency	150,651				150,651
Debt Services			128,031		128,031
Utilities			2,781,878	2,030,000	4,811,878
Human Services		10,000	65,053		75,053
Recreation & Culture	586,848				586,848
Horticulture	143,052				143,052
TOTAL EXPENDITURES/EXPENSES	3,168,078	548,463	4,327,502	2,030,000	10,074,043
Fund Balance					
TOTAL APPROPRIATED EXPENSES	3,168,078	548,463	4,327,502	2,030,000	10,074,043

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.

Eva Cooper-Hapeman

From: Brent Clark
Sent: Friday, August 11, 2023 8:38 AM
To: Eva Cooper-Hapeman
Subject: Invocation

Eva,

Keith Carringer pastor at Highlands Baptist Church in Lake Placid is scheduled to give the invocation for Monday's town council meeting. I was unable to confirm at this time but left a voicemail reminder for him.

Thank you,



Brent Clark
Front Desk Staff Support
Town Of Lake Placid
1069 US HW 27 N.
Lake Placid, FL. 33852
Phone: 863-699-3747
fdstaff@mylakeplacid.org
website: www.lakeplacidfl.net

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Jonathan Harrison, Road and Bridge Director

SUBJECT/TITLE: Request approval of the contract between Excavation Point Inc. and Highlands County for Asphalt Milling.

STATEMENT OF ISSUE

Attached for your approval is the contract for ITB 23-027 between Excavation Point Inc. and Highlands County for Asphalt Milling and Resurfacing. The proposed construction consists of milling approximately 43,430 square yards or 3.43 miles of roadway and hauling all material to the Highlands County asphalt plant. The contract term is for one year and may be extended when in the best interest of the County for three additional periods of one year each. The County shall be responsible to ensure that the construction work under this agreement is performed in accordance with the approved contract documents. The Funds are already budgeted so there is no fiscal impact.

RECOMMENDED ACTION

Move to approve the contract between Excavation Point Inc. and Highlands County for Asphalt Milling.

Attachments: [ITB 23-027 EPI Milling.pdf](#)

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 Excavation Point, Inc., 7944 S. George Boulevard, Sebring, Florida 33875, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Asphalt Milling Services, pursuant to the COUNTY's Purchasing Policy and ITB-23-027; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-23-027; 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 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 warranted services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

SECTION 5. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. **STANDARD OF CARE.**

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

SECTION 7. **COMPENSATION.**

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

- B. Compensation will not be revised to accommodate fuel price adjustments.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. AUTOMOBILE: Combined Single Limit: \$1,000,000 per accident,
 - 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 - 3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00); and,
 5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.
- B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,
 2. The specified job by name and job number,
 3. List "HIGHLANDS COUNTY" as an Additional Insurer,
 4. Recognizes the Indemnification requirements of this Agreement.
 5. The name of the insurer,
 6. The number of the policy,
 7. The effective date,
 8. The termination date,
 9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.
- F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents,

endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the COUNTY upon reasonable request.

- G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 14. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

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

**COUNTY: GLORIA RYBINSKI,
RECORDS CUSTODIAN
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM**

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

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

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute

discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

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

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. **ASSIGNMENT.**

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

SECTION 22. **SEVERABILITY.**

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

SECTION 23. **WAIVER.**

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

SECTION 24. **NOTICE.**

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

COUNTY:	Highlands County 600 South Commerce Avenue Sebring, Florida 33870
<i>Copy to:</i>	Highlands County Attn: Sherry G. Sutphen, County Attorney 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
CONTRACTOR:	Excavation Point, Inc. Attn: Tal J. Rancourt, President 7944 S. George Blvd. Sebring, Florida 33875 mail@excavationpoint.com

SECTION 25. **MODIFICATION.**

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 33. SOVEREIGN IMMUNITY.

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

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

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs

shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

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

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

SECTION 36. ELECTRONIC SIGNATURE.

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

SECTION 37. ATTACHMENTS

The Contractor hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the Contractor's response to Highlands County's for solicitation 23-027-LKD. All such attachments are hereby ratified and if the Contractor knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the County.

Signatures on following page

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

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Tal J. Rancourt

Title: President

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tal J. Rancourt, as President, of Excavation Point Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 17 day of August, 2023.

(stamp)

NOTARY PUBLIC, State of Florida



Lori A. Taylor
Notary Public
State of Florida
Comm# HH023985
Expires 9/13/2024

Exhibit "A"
SCOPE OF WORK AND SPECIFICATIONS

A. SCOPE OF WORK:

1. Roadway milling for approximately 3.43 miles of road segments in various locations throughout Highlands County. The project will consist of average milling depth of 1.5 inches on approximately 43,430 square yards of asphalt pavement for Contract Year One.
2. Contractor performs all work, including the hauling of the millings from work site to a designated stockpile area at the Highlands County Landfill Property adjacent to the Highlands County Asphalt Plant. Contractor shall be responsible for maintenance of traffic, milling preparation, and all clean up associated with the milling operation including sweeping of any roadways and driveways, bump milling of all raised driveways and intersections, and removal and disposal of any material other than asphalt millings.

B. REQUIREMENTS AND SPECIFICATIONS:

1. Contractor shall fulfill the Scope of Work by following applicable specifications set forth in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, January 2017, edition or as revised, during the contract period. The following two (2) specifications are applicable to the Scope of Work, but may not be exhaustive of all requirements:
 - a. Maintenance of Traffic, Section 102.
 - b. Milling of Existing Asphalt Pavement, Section 327 (excluding the last line of 327-1 regarding ownership of milled material).
2. Contractor shall be responsible for locating and providing its own water source.
3. Contractor shall provide haul trucks as necessary and shall weigh all material on the Asphalt Plant scales before disposal at the designated stockpile area.
4. The millings will remain property of Highlands County.
5. The normal operating hours for the County Road and Bridge Department are Monday through Thursday 6:30 AM to 5:00 PM; however, the Contractor may request an adjusted schedule subject to approval by the Road and Bridge Director.

Exhibit "B"
Compensation

BID ITEM #	DESCRIPTION	LOCATION DESCRIPTION	LENGTH (IN MILES)	Pricing
1	New Life Way	US-27 to Corvetter	0.12	10,233.00
2	Placid View Drive	Jamison Ave to Lake Mirror Dr	1.56	45,452.16
3	CR-17N	Lake June Rd south to Smoak Bridge	0.95	29,492.75
4	Cowhouse Road	Fishtail Lane to the North	0.80	21,620.00
TOTAL BID AMOUNT [numeric]		Grand Total (year 1)	3.43	106,797.91
	As Needed	Milling (laid in place per ton based on 11,733 square yards per mile)	1.00	28,160.00



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LL

DATE (MM/DD/YYYY)

08/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIRST INSURANCE OF LAKE PLACID 311 W INTERLAKE BLVD. LAKE PLACID, FL 33852- Laurie M. Slade, AAI		CONTACT NAME: Laurie M. Slade PHONE (A/C, No, Ext): 863-465-7000 FAX (A/C, No): 863-465-7141 E-MAIL ADDRESS: laurie@firstinlp.com PRODUCER CUSTOMER ID #: EXCAP-1	
INSURED Excavation Point, Inc. 7944 S. George Blvd. Sebring, FL 33872	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Owners Insurance Co.		32700
	INSURER B : Auto Owners Insurance Co.		18988
	INSURER C : Florida Citrus, Business &		15764
	INSURER D : Industry		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	72728871	12/30/2022	12/30/2023	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	☒ XCU incl						PERSONAL & ADV INJURY \$ 1,000,000
	☒ Broad Form incl						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY	X	X	9542217700	07/16/2023	07/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	☒ HIRED AUTOS						PIP \$ 10,000
	☒ NON-OWNED AUTOS						\$
B	☒ UMBRELLA LIAB ☒ OCCUR	X	X	4125735800	12/30/2022	12/30/2023	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DEDUCTIBLE						\$
	☐ RETENTION \$						\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	10655927	12/30/2022	12/30/2023	☒ WC STATUTORY LIMITS ☒ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Highlands County, a political subdivision of the State of Florida and it's elected officials, agents, employees and volunteers are additional insureds on the above listed policies, except Worker's Compensation.
Project: Asphalt Milling ITB 23-027-LKD

CERTIFICATE HOLDER**CANCELLATION**

HIGHCOU

Highlands County Board of
County Commissioners
kanderson@highlandsfl.gov
600 S. Commerce Avenue
Sebring, FL 33870

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Laurie M. Slade, AAI

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INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999AGENCY FIRST INSURANCE OF LAKE PLACID INC
12-0066-00 MKT TERR 114 (863) 465-7000INSURED EXCAVATION POINT INC &
IND EX LLCADDRESS 7944 S GEORGE BLVD
SEBRING FL 33875-5804**UMBRELLA POLICY DECLARATIONS**

Renewal Effective 12-30-2022

POLICY NUMBER 41-257-358-00

Company Use 72-21-FL-9312

Company
Bill**POLICY TERM**12:01 a.m. 12:01 a.m.
12-30-2022 to 12-30-2023

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COMMERCIAL UMBRELLA**LIMITS OF LIABILITY:**

Products-Completed Operations Aggregate	\$ 5,000,000
Employers Liability Aggregate	\$ 5,000,000
Other Aggregate	\$ 5,000,000
Each Incident Limit	\$ 5,000,000

RETAINED LIMIT: \$ 10,000 (Waived when an Auto-Owners Insurance Group Company provides both the Commercial Automobile and Commercial General Liability coverage).

FORMS THAT APPLY TO THIS POLICY:

26800 (07-05)	26606 (09-19)	26895 (07-07)	26897 (10-05)	59351 (01-15)
26366 (07-05)	26296 (07-05)	26527 (09-09)	66085 (07-14)	66088 (09-14)
66110 (11-15)	66119 (12-15)	26797 (08-16)	59243 (06-00)	66127 (06-17)
66164 (12-17)	66151 (12-17)	66175 (12-17)	66206 (09-19)	66244 (06-21)
59495 (08-11)	59495 (08-11)	26597 (01-15)	66105 (03-15)	26405 (07-05)

PREMIUM**COMMERCIAL UMBRELLA PREMIUM**

THE POLICY PREMIUM SHOWN ABOVE INCLUDES:

TERRORISM

CERTIFIED ACTS SEE FORM 59351 EXCLUDED

TERM

TOTAL POLICY PREMIUM

PROGRAM: Commercial

A 10% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Auto(X) Comm Prop/Comm Liab(X) Farm() WC() Life(X) Personal(X).

The Total Policy Premium shown above includes:

Florida Insurance Guaranty Association Assessment

Countersigned By: FIRST INSURANCE OF LAKE PLACID INC

AUTO-OWNERS INS. CO.

Issued 11-14-2022

AGENCY FIRST INSURANCE OF LAKE PLACID INC
12-0066-00 MKT TERR 114

Company POLICY NUMBER 41-257-358-00
Bill Company Use 72-21-FL-9312

INSURED EXCAVATION POINT INC &

Term 12-30-2022 to 12-30-2023

SCHEDULE OF UNDERLYING INSURANCE

NAME OF INSURER	TYPE OF POLICY	YOU HAVE AGREED TO MAINTAIN LIMITS AS FOLLOWS:	
OWNERS INSURANCE COMPANY	COMMERCIAL GENERAL LIABILITY General Aggregate Products and Completed Operations Aggregate Occurrence Personal/Advertising Injury Hired/Non-Ownership Automobile Liability	COMBINED SINGLE LIMITS	
			\$3,000,000
			\$2,000,000
			\$1,000,000
			\$1,000,000
AUTO-OWNERS INSURANCE COMPANY	AUTOMOBILE LIABILITY All Owned Automobile Liability Hired/Non-Ownership Automobile Liability	COMBINED SINGLE LIMITS	
			\$500,000
			Included
FLORIDA CITRUS BUSINESS & INDUSTRY	EMPLOYER'S LIABILITY Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	LIMIT	
			Per Accident \$1,000,000
			Per Employee \$1,000,000
			Policy Limit \$1,000,000

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Jonathan Harrison, Road and Bridge Director

SUBJECT/TITLE: Request approval of the contract between Hickey Mining, Inc and Highlands County for Clean fill dirt.

STATEMENT OF ISSUE

Attached for your approval is the contract for ITB 23-021 between Hickey Mining, Inc and Highlands County for Clean fill dirt. Hickey Mining, Inc shall be responsible for furnishing clean fill dirt to the County's requesting Department(s) the commodity or services on an "as needed basis". The term of the Contract shall be for an initial one (1) year from the date of the date of Recommendation for Award. 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 contract will include a thirty (30) day termination for convenience clause for termination by the County. Please note Purchase orders are being used as the agreement. The Funds are already budgeted so there is no fiscal impact.

RECOMMENDED ACTION

Move to approve the contract between Hickey Mining, Inc and Highlands County for Clean fill dirt.

Attachments: [Agenda Item-Award.pdf](#)
[Agenda-Submission.pdf](#)



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD

ITB-23-021-KSB

Clean Fill Dirt

Bid Opening Date: 07/25/2023

	LOCAL VENDOR	TOTAL	*
Excavation Point, Inc.	yes	\$ 6.00	
Green Dream International, LLC	No	\$ 6.62	
Hickey Mining, Inc.	yes	\$ 5.85	
SOS Septic and Sewer, Inc	yes	\$3.50 (Bid Item#1 only)	

*** denotes corrective total**

Local Preference was not used to award this project.

Notice of Intent to Award was posted to Highlandsfl.gov at 4:00 PM on 08/02/2023

End of protest period: 4 P.M. on 8/7/2023

The awarded bidder shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an initial one (1) year from the date of the date of Recommendation for Award. 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 contract will include a thirty (30) day termination for convenience clause for termination by the County. A Purchase Order is being utilized as the Contract for this award.

Recommendation:

Recommendation to award to: Hickey Mining, Inc.

the lowest responsive and responsible bidder.

Lori DeLoach

Digitally signed by Lori DeLoach
Date: 2023.08.28 17:13:59 -04'00'

Lori DeLoach, Purchasing Manager

Date

Jonathan Harrison

Aug 29, 2023

Jonathan Harrison

Date

Recommendation approved by:

Laurie A. Hurner

Aug 30, 2023

Laurie Hurner, County Administrator Date
or Designee.

ITB 23-021 AWARD Recom.-route for signature

Final Audit Report

2023-08-30

Created:	2023-08-29
By:	Kelli Bronson (kbronson@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbHX4PhJ0o77IUj9trYyYOIZJHv--sWba

"ITB 23-021 AWARD Recom.-route for signature" History

 Document digitally presigned by Lori DeLoach (ldeloach@highlandsfl.gov)
2023-08-28 - 9:13:59 PM GMT

 Document created by Kelli Bronson (kbronson@highlandsfl.gov)
2023-08-29 - 1:43:38 PM GMT

 Document emailed to Jonathan Harrison (jharrison@highlandsfl.gov) for signature
2023-08-29 - 1:45:08 PM GMT

 Email viewed by Jonathan Harrison (jharrison@highlandsfl.gov)
2023-08-29 - 1:47:51 PM GMT

 Document e-signed by Jonathan Harrison (jharrison@highlandsfl.gov)
Signature Date: 2023-08-29 - 1:48:13 PM GMT - Time Source: server

 Document emailed to Laurie Hurner (lhurner@highlandsfl.gov) for signature
2023-08-29 - 1:48:14 PM GMT

 Email viewed by Laurie Hurner (lhurner@highlandsfl.gov)
2023-08-30 - 3:11:37 PM GMT

 Document e-signed by Laurie Hurner (lhurner@highlandsfl.gov)
Signature Date: 2023-08-30 - 3:11:59 PM GMT - Time Source: server

 Agreement completed.
2023-08-30 - 3:11:59 PM GMT

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail.

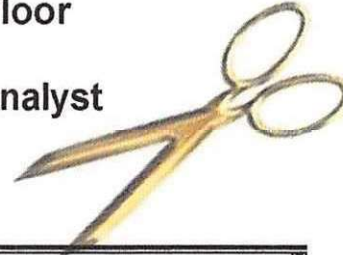
Labeling Not required for electronically submitted bids that are uploaded into Vendor Registry.

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a “Sealed Bid/Proposal”

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Kelli Bronson, Purchasing Analyst
(863) 402-6528

PLEASE PRINT CLEARLY



	SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •
SOLICITATION NO.:	ITB 23-021-KSB
SOLICITATION TITLE:	Clean Fill Dirt
DATE DUE:	Tuesday, July 25, 2023
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	Hickey Mining Inc. (Name of Company)
	Hickey7877@gmail.com e-mail address
	863-655-0785 Telephone
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor 600 South Commerce Avenue Sebring, Florida 33870
Note: submissions received after the time and date above will not be accepted.	

*Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.

OFFICIAL BID SUBMITTAL FORM

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
Attn: Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870

SOLICITATION IDENTIFICATION: ITB 23-021-KSB

SOLICITATION NAME: Clean Fill Dirt

SUBMITTED BY:

Hickey Mining Inc.

Bidder's Name

Marty L. Hickey - President

Bidder's Authorized Representative's Name and Title

7877 CR 17 S. Sebring, FL 33870

Bidder's Address 1

Bidder's Address 2

Samantha DePalma - Office Manager

Contact's Name and Title (Print)

Hickey7877@gmail.com

Contact's E-mail Address

863-655-0785

Contact's Phone Number

Dun's Number

56-2442898

Employer Identification Number/Federal Employer Identification (as shown on Sunbiz.org)

BIDDER IS: (CHECK ONE)

☐
☐

Individual

☐

Partnership

☒
☐

Corporation

Joint Venture*

*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

1. ACKNOWLEDGEMENT OF ADENDA Bidder/Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

1. **PRICE SHEET:** Pricing shall be all-inclusive.

Bid Item #		
	Price Per Cubic Yard	
1	Material Only (no delivery)	\$ 3.20
	Price Per Ton	
2	Material Only (no delivery)	\$ 2.45
	Grand Total (add lines 1+2) (For bidding purposes only)	\$ 5.85

• LOCATION OF FILL MATERIAL:

27.411683, -81.41116
Barkley St. Sebring, FL 33876

• SITE CONDITIONS:

Entrance Rd Shellrock Stabilized

• CONDITIONS OF LOADING:

Load from bank of pit roads to Bank

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.

SUBMITTED ON:

July 21 20 23

COMPANY:

Hickey Mining Inc.

SIGNATURE:

Marty L. Hickey (Seal)
Bidder's Authorized Representative

PRINTED NAME:

Marty L Hickey

TITLE:

President

ADDRESS:

7877 CR 17 S.

CITY/STATE/ZIP

Sebring, FL 33876

PHONE NUMBER:

863-685-0785

EMAIL:

Hickey7877@gmail.com

SECTION VI. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package.

Any blank spaces on the form(s), qualifying notes or exceptions, counter-offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Bidder's responsibility to review and include all requested and required documentation.

Forms		
LOCAL COMPLIANCE FORMS	No	Yes
Official Bid Submittal Form: include acknowledgement of all addenda, original signature. Electronic versions: Label each "23-021 Bidder Name"		✓
Drug-Free Workplace Certification, F.S. 287.087		✓
Public Entity Crimes Sworn Statement, F.S. 287.133		✓
Discrimination Certification, F.S. 287.134		✓
Scrutinized Companies Certification, F.S. 287.135		✓
E Verify Certification		✓
Local Preference Affidavit of Eligibility		✓
MISCELLANEOUS DOCUMENTATION		
WWW.Sunbiz.org print-out for Bidder/Proposer FEI/EIN Number		✓
Acord Insurance Form (sample copy of Certificate of Insurance-COI)		✓
Women / Minority Business Enterprise Certification (Mark with an "x" if not applicable)	X	
HARD COPY: One (1) Original Submission Package, PAPER COPY, and one (1) exact electronic copy, on thumb drive, of the Submission package. Label each "23-021 Bidder Name"		
OR ELECTRONIC: Upload one (1) all-inclusive Adobe file of the Submission package to the County Website via VendorRegistry.com. Label each "23-021 Bidder Name"		✓
Price Adjustment Form		✓
Statement of "No Bid" Due prior to submission due date and time	✓	
Sealed Submission Label (affix to outside of submittal package)		

DRUG FREE WORKPLACE

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Marty L. Hickey - President
[Print individual's name and title]

for Hickey Mining Inc.
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 877 CR 17 S. Sebring, FL 33876 and

whose Federal Employer Identification Number (FEIN) is 56-2442898 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Marty L. Hickey
Print Name: Marty L. Hickey Date: 7 / 21 / 23

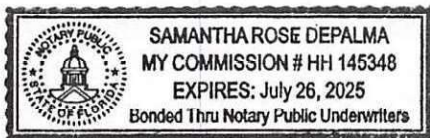
STATE OF FL
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 21 day of July, 2023, by Marty L. Hickey as President, the duly authorized officer of Hickey Mining Inc., on its behalf, who is either personally known to me ☒ or has produced

Signature: Samantha Rose DePalma

(AFFIX NOTARY SEAL)

Print Name: SAMANTHA ROSE DEPALMA
Notary Public, State of FL
Commission No. HH 145348
My Commission Expires: July 26, 2025



SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA FL
COUNTY OF Highlands

Before me, the undersigned authority, personally appeared Marty L Hickey who, being by me first duly
sworn, made the following statement:

1. The business address of Hickey Mining Inc. (name of bidder or contractor), is
7877 CR 17 S. Sebring, FL 33876

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of
any state or federal law by a person with respect to and directly related to the transaction of business with any public
entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but
not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or
political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material
misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a
public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to
charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of
a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a
corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in
the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors,
executives, partners, shareholders, employees, members, and agents who are active in the management of an
affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been
convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or
agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has
been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

~~6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive,
partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the
bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3)
by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted
person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is~~

~~A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

(Draw a line through paragraph 6 if paragraph 5 above applies.)

PUBLIC ENTITY CRIMES (page 2 of 2)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD

Signature: Monty L. Hickey

Print Name: Monty L. Hickey

Print Title: President

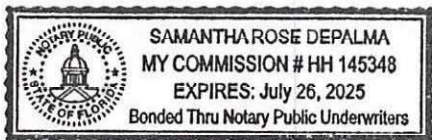
On 21 day of July, 2023.

STATE OF FL

COUNTY OF Highlands

Sworn and subscribed before me in the State and County first mentioned above on the 21 day of
July, 2023.

(AFFIX NOTARY SEAL)



Signature: Samantha Rose DePalma

Print Name: SAMANTHA ROSE DEPALMA

Notary Public, State of FL

Commission No. HH 145348

My Commission Expires: 7-26-25

NONDISCRIMINATION CERTIFICATION

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Marcy L Hickey - President
[Print individual's name and title]

for Hickey Mining Inc.
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 7877 CR 17 S. Sebring FL 33876 and

whose Federal Employer Identification Number (FEIN) is 50-2442898 (hereinafter
referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor
list by the Department of Management Services.

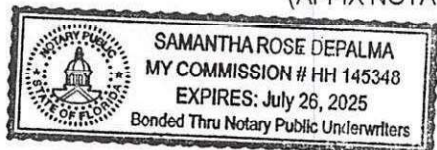
THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.

Marcy L Hickey
Print Name: Marcy L Hickey Date: 7/21/23

STATE OF FL
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 21 day of July, 2023, by
Marcy L Hickey, as President, the duly authorized officer of
Hickey Mining Inc., on its behalf, who is either personally known to me ☒ or has produced
as identification [].

(AFFIX NOTARY SEAL)



Signature: Samantha Rose Depalma
Print Name: SAMANTHA ROSE DEPALMA
Notary Public, State of FL
Commission No. HH 145348
My Commission Expires: 7.26.25

SCRUTINIZED COMPANIES CERTIFICATION

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
by Marty L. Hickey - President
[Print individual's name and title]
for Hickey Mining Inc.
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]
whose business address is 7877 CR 17. South Sebring FL 33876 and
whose Federal Employer Identification Number (FEIN) is 56-2442898 (hereinafter
referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.

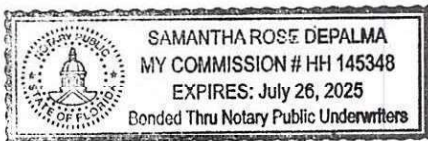
Marty L. Hickey
Print Name: Marty L. Hickey

STATE OF FL
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 21 day of July, 2023 by
Marty L. Hickey, as President, the duly authorized officer of
Hickey Mining Inc., on its behalf, who is either personally known to me or
has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Samantha Rose Depalma
Print Name: Samantha Rose Depalma
Notary Public, State of Florida
Commission No. HH 145348
My Commission Expires: 7-26-25



E-VERIFY CERTIFICATION

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Marty L. Hickey - President
[Print individual's name and title]

for Hickey Mining Inc
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 7877 CR 17 S. Sebring, FL 33876 and

whose Federal Employer Identification Number (FEIN) is 56-2442898 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: 707596

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

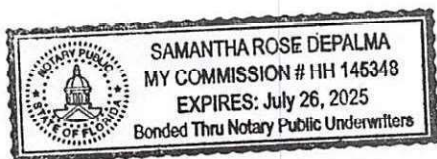
Marty L. Hickey
Print Name: Marty L. Hickey Date: 7/21/23

STATE OF FL
COUNTY OF Highlands

The foregoing Certification was sworn to before me this 21 day of July, 2023, by Marty L. Hickey, as President, the duly authorized officer of Hickey Mining Inc., on its behalf, who is either personally known to me ☒ or has produced as identification [].

Signature: Samantha Rose Depalma
Print Name: Samantha Rose Depalma
Notary Public, State of FL

(AFFIX NOTARY SEAL)



LOCAL VENDOR AFFIDAVIT

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by Marty L. Hickey - President
[Print individual's name and title]
for Hickey Mining Inc.
[Print name of Company/Individual submitting sworn statement]

Whose business address is 7877 CR 17 S. Sebring, FL 33876

(If applicable) its Federal Employer Identification Number (FEIN) is 56-2442898

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement): _____

2. LOCAL PREFERENCE ELIGIBILITY

A. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids, or request for proposals by the County.

YES ☒ NO ☐

B. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES ☒ NO ☐

C. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES ☒ NO ☐

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

Marty L. Hickey 7.21.2023
[Signature and Date]

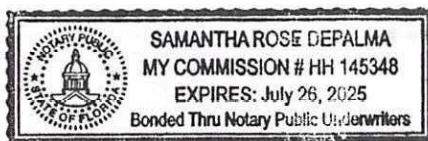
STATE OF FL COUNTY OF Highland

Subscribed and sworn before me, the undersigned notary public on this 21 day of July, 2023

Samantha Rose Depalma
NOTARY PUBLIC

SEAL

7.26.25
Commission Expiration Date



PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability from wholesalers to the retailers during the contract period. In consideration, the COUNTY is including this price adjustment clause in the Invitation to Bid to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing will be held firm for the first one (1) year of the contract term. Pricing will be reviewed at the annual anniversary date thereafter. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

Official verifiable documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME Hickey Mining Inc.
ADDRESS 7877 CR 17 S. Sebring, FL 33876
AUTHORIZED SIGNATURE Mark L. Hickey
PRINTED SIGNATURE Mark L. Hickey DATE 7-21-2023



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
HICKEY MINING, INC.

Filing Information

Document Number P04000032064
FEI/EIN Number 56-2442898
Date Filed 02/12/2004
State FL
Status ACTIVE

Principal Address

7877 COUNTY ROAD 17 SOUTH
SEBRING, FL 33876

Changed: 01/22/2008

Mailing Address

7877 COUNTY ROAD 17 SOUTH
SEBRING, FL 33876

Changed: 01/22/2008

Registered Agent Name & Address

D'ESPIES, KEVIN J
246 N COMMERCE AVE
SEBRING, FL 33870

Name Changed: 03/11/2023

Address Changed: 03/11/2023

Officer/Director Detail

Name & Address

Title PSD

HICKEY, MARTY L
7877 COUNTY ROAD 17 SOUTH
SEBRING, FL 33876

Title VP

HICKEY, CHERYL T
7877 COUNTY ROAD 17 SOUTH
SEBRING, FL 33876

Title Director

DEPALMA, SAMANTHA ROSE
2611 LAKE JOSEPHINE DRIVE
SEBRING, FL 33875

Annual Reports

Report Year	Filed Date
2021	03/08/2021
2022	03/04/2022
2023	03/11/2023

Document Images

03/11/2023 -- ANNUAL REPORT	View image in PDF format
03/04/2022 -- ANNUAL REPORT	View image in PDF format
03/08/2021 -- ANNUAL REPORT	View image in PDF format
04/22/2020 -- ANNUAL REPORT	View image in PDF format
04/06/2019 -- ANNUAL REPORT	View image in PDF format
03/17/2018 -- ANNUAL REPORT	View image in PDF format
04/03/2017 -- ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
04/17/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
04/12/2010 -- ANNUAL REPORT	View image in PDF format
02/25/2009 -- ANNUAL REPORT	View image in PDF format
01/22/2008 -- ANNUAL REPORT	View image in PDF format
03/29/2007 -- ANNUAL REPORT	View image in PDF format
02/20/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
02/12/2004 -- Domestic Profit	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 100 Jacksonville FL 32256		CONTACT NAME: Jennifer King CISR PHONE (A/C, No, Ext): (904) 565-1952 FAX (A/C, No): (904) 565-2440 E-MAIL ADDRESS: jen.king@bbrown.com	
INSURED Hickey Mining Inc 7877 County Rd 17 S Sebring FL 33876		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10190	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			78737895	03/05/2023	03/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired & Non-Owned \$ 1,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Insurance For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Sep 7, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval to discontinue the CANARX program per the Highlands County Insurance Committee's recommendation effective December 31, 2023.

STATEMENT OF ISSUE

The CANARX program is a voluntary prescription drug program with 23 current participants. This program provides brand name prescriptions from other countries for which the employee does not pay a copay. Currently the Board has no contractual arrangement with CANARX. If approved, employees will not be authorized to enter the program after September 7, 2023. We anticipate all employees participating in the CANARX program will transition to the Cigna prescription drug program on or before January 1, 2024.

RECOMMENDED ACTION

Move to discontinue the CANARX program per the Highlands County Insurance Committee's recommendation effective December 31, 2023.

FISCAL IMPACT

Discontinuing the CANARX program will save the County Insurance Plan by reducing the overall prescription costs but the amount is unknown at this time. Prescription costs related to the CANARX program were \$25,838 for 2021, \$16,757 for 2022, and will be \$36,566 (annualized) for 2023.

Attachments: [CANARX Program Information.pdf](#)
[Meeting Minutes 6.1.2023.docx](#)

CANARX Program

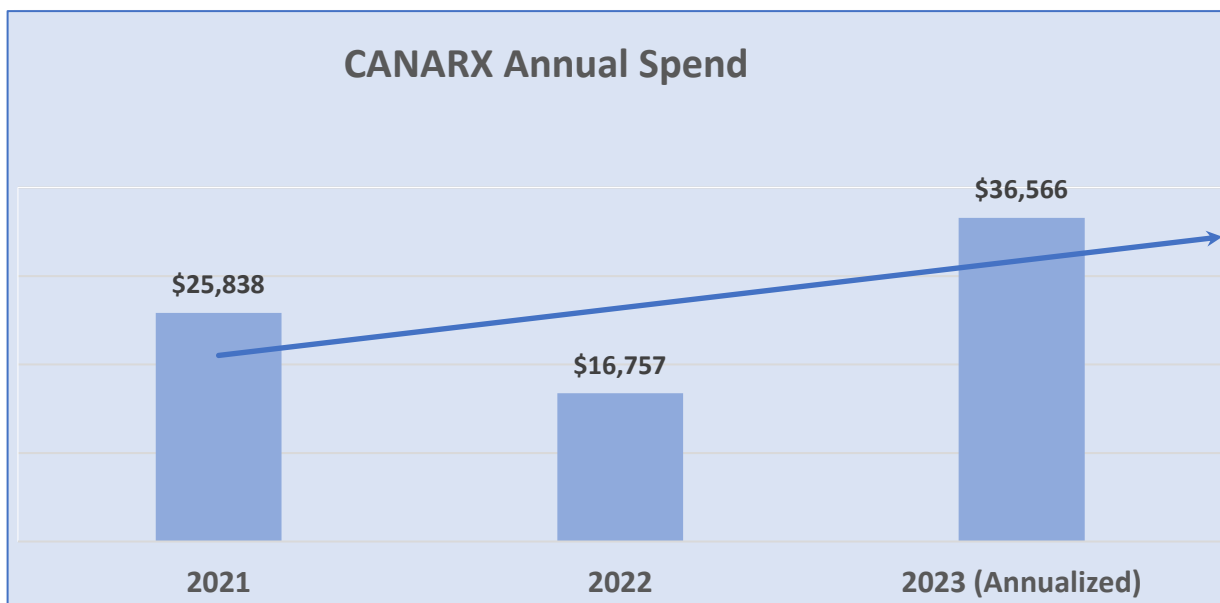
Recommendation to discontinue the CANARX program.

What is CANARX?

- CANARX allows members to get prescriptions filled at a potentially lower cost through Canadian, British, or Australian Pharmacies by by-passing the Medical Insurance program with Cigna. CANARX contracts directly with manufacturers outside of the USA.

What is the cost of CANARX?

- Averaging over \$4,200 a month since April 2023.
- 23 members are utilizing the program (1.4% of total membership on the Medical Plan).
- Average 2023 Per Member Per Month (PMPM) Cost for CANARX is \$132, as opposed to \$125 PMPM in cost through the plan.



Why Discontinue CANARX?

- Highlands County's contract for pharmacy benefit is with Cigna.
- Average costs through CANARX are higher than the Cigna Medical Plan.
- CANARX does not have the medical oversight (e.g. step therapy, use of generics) that the Cigna medical plan utilizes. The plan may be incurring unnecessary prescription costs through CANARX due to the lack of these programs.
- Prescription costs are excluded from Cigna's rebate program.
- Discontinuing CANARX only affects 1.4% of the County's plan members.

INSURANCE COMMITTEE MINUTES

June 1, 2023

Members in Attendance: Chris Campbell, Chairman
Becky Tyson, HC Sheriff
Giselle Acevedo, Supervisor of Elections
Layla Haynes, Clerk of Courts
Jonathan Harrison, BCC Employee Rep
Ariel Fells, Outside Agency
Dusty Johnson, Public Citizen
Samuel Klatt, Property Appraiser

Others in Attendance: Tanya Cannady, BCC Business Services Director
Sherri Bennett, Human Resources Manager
Elaine Wood, Human Resources Generalist
Shawn Fleming, Gehring Group

The meeting was called to order at 10:00 a.m. by Commissioner Campbell, Chairman.

The announcement sheet was read by Commissioner Campbell.

Commissioner Campbell requested approval of the minutes from the March 2, 2023 Insurance Committee meeting. Dusty Johnson motioned to approve, and Ariel Fells seconded. All members voted “aye”. The motion carried.

Old Business:

None

New Business:

Claims Review – Shawn Fleming, Gehring Group:

Shawn discussed the claims review for the plan year from October 2021 to December 31, 2022. He reviewed the first 4 months of this plan year, January through April 2023 and discussed claims by plan (base, mid and high). Overall, the plan is better funded than it has been in the past few years. Shawn pointed out that the dental plan continues to run well.

Renewal Projection – Shawn Fleming, Gehring Group

Shawn discussed the medical projections for the next plan year. He explained the renewal projections line by line. He discussed the reinsurance and explained that the rate is based about 25% on the County specifically and about 75% is outside factors. He also stated that it is very early in the year and that the reinsurance rate could change. It is possible that insurance rates for medical will not increase for the 2024 plan year.

CanaRx Review – Tanya Cannady and Shawn Fleming

Shawn that CanaRx is a company that the County allowed employees to begin using at least 15 years ago that allows employees to order prescription medications from Canada. The company has an agreement with the employee, but no agreement with the County and the County is billed for the full amount of the brand-named medications. CanaRx does not offer generic drugs. The contention of the company is that it saves the County money because medications from Canada are generally less expensive than on the medical plan. There are multiple issues with using CanaRx. Shawn discussed the issue of paying less for brand name Canadian drugs vs the generic equivalent through Cigna. The cost of the brand name Canadian medication is more than the generic. He also pointed out the lack of oversight. When a prescription is submitted to Cigna, it goes through a review process. One concern currently is that a doctor may prescribe a medication designed for a specific condition (for example diabetes) for another issue (weight loss) without considering the other effects of the drug for someone without diabetes. Cigna protocols would make this medical decision better reviewed. There are 22 people currently using CanaRx. A motion was made by Dusty Johnson to prohibit any new participants from signing up for the service and to send letters to all current participants that the County arrangement with CanaRx will end December 31, 2023. Ariel Fells seconded the motion. All Committee members voted “aye” and the motion carried.

The next Committee meeting date will be August 24, 2023.

The meeting was adjourned at 11:10 by Commissioner Campbell.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 7, 2023

PRESENTER: Tanya Cannady, Business Services Director
Elaine Wood, Human Resources Generalist

SUBJECT/TITLE: Request approval of Wellness Budget for the plan year 2023.

STATEMENT OF ISSUE

Each year the County's Health Insurance carrier provides dollars for employees to participate in Wellness activities. The Human Resources Department is proposing to use the \$100,000 in Wellness funds from Cigna for the following activities. The Cigna Wellness Proposal was approved by the Insurance Committee on August 24, 2023.

- Wellness Fair
- Open Enrollment Prizes
- Partner with Advent Health for in person & virtual Wellness Activities
- Motivate Me - a program on Cigna's website that allows employees to earn "points" for wellness activities which can then be converted to Gift Cards

RECOMMENDED ACTION

Move to approve Wellness Budget for the plan year 2023 as presented.

FISCAL IMPACT

No fiscal impact, all wellness dollars are pre-approved and reimbursed by Cigna.

Attachments: [Cigna Wellness Dollars 2023.docx](#)

Highlands County Board of County Commissioners
Cigna Wellness Proposal
January 2023 – December 2023

Wellness Fair

Two-day event in October allowing employees the opportunity to have a healthy heart basic screening including Cholesterol, HDL, coronary risk ratio, blood glucose, blood pressure and pulse, hemoglobin A1c, height, weight, waist circumference, and body mass index with results on site. Employees will also have the choice to receive an Insure One Colorectal Screening Kit mailed to their home to be returned and processed by Quest. Employees will have the option of getting a flu shot. This event will be open to all County employees and be voluntary. Those interested will reserve their time in advance. Each participating employee will receive \$50 in gift cards.

\$45,000 Estimated

Advent Wellness Program

Weekly virtual wellness classes, discounted fitness classes and monthly rate at Wellness Centers, free Personal Training Assessments, free Registered Dietician appointments

\$11,900 for new contract for October 2023 to September 2024

Open Enrollment Wellness Prizes

\$20,000 for November Open Enrollment

Motivate Me Rewards Maximum per person \$150

\$8,500 for 3 Cigna challenges in 2023 (Apple-a-Day, Hydration, 21-day Habit Change)

\$7,000 Estimated for Cigna tracked Health Assessment (\$25), Annual Physical (\$75), OB/Gyn exam (\$25), Flu shot (\$25)

Program Totals for 2023: \$92,400

Remaining \$7,600 will be used to purchase gift cards for 2024 Challenges and Health Fair

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Karen Clogston, Public Information Officer

SUBJECT/TITLE: Request adoption of Resolution No. 22-23-162 for Budget Amendment No. 22-23-139 to approve and authorize to set up Project 22077 the Duke Energy Foundation Emergency Preparedness Outreach Grant.

STATEMENT OF ISSUE

The County Public Information Office applied for and was awarded a \$10,000 grant from Duke Energy. The funds are going to be used to enhance our preparedness campaigns for any of the multiple emergencies that can occur in our County. This grant will help the County provide more presentations, educational materials and collaterals to our residents and therefore improve the chances for them to be better prepared during an emergency.

RECOMMENDED ACTION

Move to adopt Resolution No. 22-23-162 for Budget Amendment No. 22-23-139 to approve and authorize to set up Project 22077 the Duke Energy Foundation Emergency Preparedness Outreach Grant.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$10,000 which is being appropriated in Project 22077 (Emergency Preparedness Outreach), Cost Center 2109 (Public Information), account 54800Z (Project Promotional Activities).

Attachments: [22-23-139 Proj 22077 Emergency Preparedness Outreach \(BA\).pdf](#)
[22-23-139R Proj 22077 Emergency Preparedness Outreach \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

(Transfers over \$5,000 require Board approval)

SUBMITTED BY: **Karen Clogston**

*list additional cost centers on reverse side of form

REASON: To set up Project 22077 for a grant that has been awarded from the Duke Energy Foundation in the amount of \$10,000.00 to enhance our preparedness campaigns for any of the multiple emergencies that can occur in our County. This grant will help the County provide more presentations, educational materials and collaterals to our residents and therefore improve their chances to be better prepared during an emergency. The net fiscal impact is an increase in the amount of \$10,000.00.

Posted by Clerk:

RESOLUTION NO. 22-23-162

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-139 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-139 is hereby approved and authorized to set up Project 22077 for a grant that has been awarded by the Duke Energy Foundation in the amount of \$10,000.00 to enhance our preparedness campaigns for any of the multiple emergencies that can occur in our County. This grant will help the County provide more presentations, educational materials and collaterals to our residents and therefore improve their chances to be better prepared during an emergency. The net fiscal impact is an increase in the amount of \$10,000.00.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters

relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 7th day of September, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Christopher Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 7, 2023

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

SUBJECT/TITLE: Request to approve BA 22-23-141 to move excess funds from Project 21046 (Spring Lake Drainage Improvement) to Project 22010 (ADA Hammock Rd. Multi Use Path) for pedestrian facility improvements.

STATEMENT OF ISSUE

On August 15, 2023, the Road & Bridge Department took BA 22-23-134 to the Board to realign funds in the Spring Lake Drainage Project. Project 21046 is completed with \$7,821.53 in excess funds. The attached Budget Amendment is to move the remaining funds in Project #21046 (Spring Lake Drainage Improvement) to Project #22010 (ADA Hammock Rd. Multi Use Path) Budget Amendment #22-23-141 is attached for your review and approval.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-141 to move excess funds from Project 21046 (Spring Lake Drainage Improvement) to Project 22010 (ADA Hammock Rd. Multi Use Path) for pedestrian facility improvements.

FISCAL IMPACT

The fiscal impact is \$7,821.53 with the transfer of funds between projects which are budgeted in the FY 22-23 Budget within Fund 151 (Infrastructure Surtax Fund). This budget amendment is transferring funds from Project #22064 (Spring Lake Drainage Improvements) to Project 22010 (ADA Hammock Rd. Multi Use Path).

Attachments: [22-23-141 Proj 22010 ADA Hammock Rd. Multi Use Path Add'l Funding \(BA\).pdf](#)

August 23, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 8/22/2023

SUBMITTED BY: JD Langford, P.E., County Engineer

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

PROJECT(S) #: 21046,22010 PROJECT TITLE(S): Spring Lake Drainage Imp
ADA Hammock Rd. Multi Use Path COST CENTER TITLE(S): Transportation Projects

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	21046	163,972.76		7,821.53	156,151.23
E	151	4102A	56301Z	Project Capital Infrastructure	22010	348,845.04	7,821.53		356,666.57

REASON: This Budget Ammendment is necessary to add additional funding to Project #22010 (ADA Hammock Rd. Multi Use Path). There were excess funds remaining in Project #21046 (Spring Lake Drainage Improvements) that are being moved to help with pedestrian facility improvements.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-141

TRANSFER TYPE:

Approval

ACTION:

XX ITEM TO ITEM

Denial

Board Approved Denied

County Administrator Approved Denied

 RESERVE

 BY RESOLUTION

 SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval to expend funds from the Special Law Enforcement Trust Fund as well as request adoption of Resolution 22-23-163 for Budget Amendment 22-23-140.

STATEMENT OF ISSUE

The Highlands County Sheriff's Office would like to utilize \$149,958.60 from the Special Law Enforcement Trust Fund (State Forfeiture Account) for the purchase of body-worn cameras.

Obtaining body-worn cameras (BWCs) for law enforcement agencies has emerged as a transformative tool that offers benefits to both law enforcement deputies, detention deputies and the communities they serve. BWCs enhance transparency and accountability in policing. By capturing real-time audio and video recordings of interactions between deputies and citizens, the

BWCs provide an objective and unbiased account of incidents. This documentation can be invaluable in resolving disputes, clarifying details, and ensuring the deputies adhere to professional standards. The presence of BWCs encourages deputies to follow proper procedures, which fosters greater trust between law enforcement and the community.

BWCs contribute to better evidence collection and crime-solving. The recorded footage serves a valuable resource during investigations, offering a firsthand perspective that can aid in reconstructing events accurately. This is particularly beneficial in cases where witnesses' memories may fade or differ. BWCs can provide critical insights that support deputies in solving crimes, making arrests, and securing convictions.

While I have the utmost confidence in the professionalism deputies display every day, the implementation of BWCs will lead to an even higher standard. The presence of BWCs can lead to de-escalation of tense situations, as both deputies and citizens are aware that their actions are being documented. BWCs can also serve as a tool for reviewing and improving our procedures. By analyzing recorded footage, the Sheriff's Office can identify areas for training enhancement, policy adjustments, and overall operational improvements, leading to a more effective and responsive Sheriff's Office.

RECOMMENDED ACTION

Move to approve to expend funds from the Special Law Enforcement Trust Fund as well as request adoption of Resolution 22-23-163 for Budget Amendment 22-23-140.

FISCAL IMPACT

The fiscal impact is an increase to Fund 170 (Special Law Enforcement) in the amount of \$59,597.12 and the overall budget. This contribution will be funded through the Special Law Enforcement Trust Fund and will be appropriated in Cost Center 3107 (Confiscated Property – State), Account 56400 (Machinery & Equipment).

Attachments: [22-23-140 Sheriff State Forfeiture Funds_Body Cameras \(BA\).pdf](#)
[22-23-140R Sheriff State Forfeiture Fnds_Body Cameras \(Resolution\).pdf](#)
[22-23-140 Sheriff St Forfeiture Funds_Body Cameras Request for Expend.pdf](#)
[Sheriff St Forfeiture Funds_Body Camera Quote.pdf](#)

August 23, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 8/17/2023

SUBMITTED BY: Sheriff

FUND(S): 170 FUND TITLE(S): Special Law Enforcement COST CENTER(S) #: 3107

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Confiscated Prop - State

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				Fund Balance Brought Forward					
R	170		3999100			278,464.31	59,597.12		338,061.43
E	170	3107	56400	Machinery & Equipment		90,402.88	59,597.12		150,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To appropriate additional fund balance brought forward for the expense request to the Board for the purchase of Body Worn Cameras from State Forfeiture Funds.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-140

TRANSFER TYPE:

____ Approval

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

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

____ Denial

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 22-23-163

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-140 TO
THE SPECIAL LAW ENFORCEMENT 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 Special Law Enforcement Fund.

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-140 is hereby approved and authorized to appropriate additional fund balance brought forward into FY 22-23 for the expense of State Forfeiture Funds in the amount of \$59,597.12.

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.

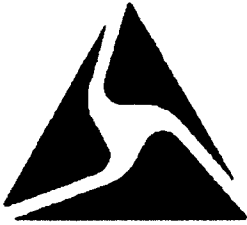
PASSED AND ADOPTED this 7th day of September, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-482532-45114.674JG

Issued: 07/07/2023

Quote Expiration: 07/17/2023

Estimated Contract Start Date: 08/15/2023

Account Number: 142295

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Highlands County Sheriff's Office - FL 400 S. Eucalyptus Street Sebring, FL 33870 USA	Highlands County Sheriff's Office - FL 400 S. Eucalyptus Street Sebring FL 33870 USA Email:	Jamie Gorsuch Phone: Email: jgorsuch@axon.com Fax:	Garrett Roberts Phone: (863) 402-7350 Email: groberts@highlandssherif.org Fax: 863 402 7207

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,365,651.49
ESTIMATED TOTAL W/ TAX	\$1,365,651.49

Discount Summary

Average Savings Per Year	(\$12,836.24)
TOTAL SAVINGS	(\$64,181.19)

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$243,103.29	\$0.00	\$243,103.29
Aug 2023	\$149,958.60	\$0.00	\$149,958.60
Jul 2024	\$243,198.73	\$0.00	\$243,198.73
Jul 2025	\$243,130.29	\$0.00	\$243,130.29
Jul 2026	\$243,130.29	\$0.00	\$243,130.29
Jul 2027	\$243,130.29	\$0.00	\$243,130.29
Total	\$1,365,651.49	\$0.00	\$1,365,651.49

Quote Unbundled Price:	\$1,301,470.30
Quote List Price:	\$1,418,595.25
Quote Subtotal:	\$1,365,651.49

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	FLEET 3 BUNDLE TRUE UP	5	9		\$78.00	\$78.00	\$3,510.00	\$0.00	\$3,510.00
Fleet3B	Fleet 3 Basic	5	51	\$189.60	\$161.41	\$154.66	\$39,438.30	\$0.00	\$39,438.30
BWCamTAP	Body Worn Camera TAP Bundle	180	60	\$22.33	\$32.50	\$32.50	\$351,000.00	\$0.00	\$351,000.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	60	\$40.33	\$34.66	\$34.66	\$20,796.00	\$0.00	\$20,796.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	129	60	\$9.61	\$11.92	\$11.92	\$92,260.80	\$0.00	\$92,260.80
A la Carte Hardware									
74028	WING CLIP MOUNT, AXON RAPIDLOCK	35			\$31.30	\$31.30	\$1,095.50	\$0.00	\$1,095.50
AB31BD	AB3 1-Bay Dock Bundle	129			\$229.00	\$194.65	\$25,109.85	\$0.00	\$25,109.85
AB3C	AB3 Camera Bundle	180			\$749.00	\$617.93	\$111,227.40	\$0.00	\$111,227.40
AB3MBD	AB3 Multi Bay Dock Bundle	10			\$1,638.90	\$1,393.07	\$13,930.70	\$0.00	\$13,930.70
A la Carte Software									
73478	REDACTION ASSISTANT USER LICENSE	180	60		\$9.76	\$9.76	\$105,408.00	\$0.00	\$105,408.00
73682	AUTO TAGGING LICENSE	180	60		\$9.76	\$9.76	\$105,408.00	\$0.00	\$105,408.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	180	60		\$26.04	\$26.04	\$281,232.00	\$0.00	\$281,232.00
BasicLicense	Basic License Bundle	199	60		\$16.87	\$16.25	\$194,025.00	\$0.00	\$194,025.00
ProLicense	Pro License Bundle	6	60		\$42.91	\$42.25	\$15,209.94	\$0.00	\$15,209.94
A la Carte Services									
85014	AXON 1-DAY SERVICE	1			\$3,150.00	\$0.00	\$0.00	\$0.00	\$0.00
85144	AXON STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
Total							\$1,365,651.49	\$0.00	\$1,365,651.49

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	129	07/15/2023
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	129	07/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	198	07/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	180	07/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	6	07/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	198	07/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	07/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	07/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	07/15/2023
A la Carte	74028	WING CLIP MOUNT, AXON RAPIDLOCK	35	07/15/2023
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	5	04/15/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	5	04/15/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	5	04/15/2024
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	5	04/15/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	5	04/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	01/15/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	129	01/15/2026
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	186	01/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	199	08/15/2023	08/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	199	08/15/2023	08/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	18	08/15/2023	08/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	6	08/15/2023	08/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	180	08/15/2023	08/14/2028
A la Carte	73682	AUTO TAGGING LICENSE	180	08/15/2023	08/14/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	180	08/15/2023	08/14/2028
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	5	05/15/2024	08/14/2028
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	10	05/15/2024	08/14/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	5
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85014	AXON 1-DAY SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	5	05/15/2024	08/14/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	07/15/2024	08/14/2028
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	129	07/15/2024	08/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	180	07/15/2024	08/14/2028
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	5	04/15/2025	08/14/2028

Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 Program	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$599.91	\$0.00	\$599.91
Year 1 Program	73478	REDACTION ASSISTANT USER LICENSE	180	\$21,078.54	\$0.00	\$21,078.54
Year 1 Program	73682	AUTO TAGGING LICENSE	180	\$21,078.54	\$0.00	\$21,078.54
Year 1 Program	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	180	\$56,238.23	\$0.00	\$56,238.23
Year 1 Program	74028	WING CLIP MOUNT, AXON RAPIDLOCK	35	\$219.07	\$0.00	\$219.07
Year 1 Program	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$599.91	\$0.00	\$599.91
Year 1 Program	80460	FLEET 3 BUNDLE TRUE UP	5	\$701.90	\$0.00	\$701.90
Year 1 Program	85014	AXON 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1 Program	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 1 Program	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$74.63	\$0.00	\$74.63
Year 1 Program	BasicLicense	Basic License Bundle	199	\$38,799.36	\$0.00	\$38,799.36
Year 1 Program	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$4,158.60	\$0.00	\$4,158.60
Year 1 Program	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	129	\$18,449.48	\$0.00	\$18,449.48
Year 1 Program	BWCamTAP	Body Worn Camera TAP Bundle	180	\$70,189.82	\$0.00	\$70,189.82
Year 1 Program	Fleet3B	Fleet 3 Basic	5	\$7,873.75	\$0.00	\$7,873.75
Year 1 Program	ProLicense	Pro License Bundle	6	\$3,041.55	\$0.00	\$3,041.55
Total				\$243,103.29	\$0.00	\$243,103.29

Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Hardware	AB31BD	AB3 1-Bay Dock Bundle	129	\$25,109.85	\$0.00	\$25,109.85
Hardware	AB3C	AB3 Camera Bundle	180	\$111,227.40	\$0.00	\$111,227.40
Hardware	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$13,557.50	\$0.00	\$13,557.50
Hardware	Fleet3B	Fleet 3 Basic	5	\$63.85	\$0.00	\$63.85
Total				\$149,958.60	\$0.00	\$149,958.60

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 Program	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.15	\$0.00	\$600.15
Year 2 Program	73478	REDACTION ASSISTANT USER LICENSE	180	\$21,086.82	\$0.00	\$21,086.82
Year 2 Program	73682	AUTO TAGGING LICENSE	180	\$21,086.82	\$0.00	\$21,086.82
Year 2 Program	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	180	\$56,260.31	\$0.00	\$56,260.31
Year 2 Program	74028	WING CLIP MOUNT, AXON RAPIDLOCK	35	\$219.15	\$0.00	\$219.15
Year 2 Program	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.15	\$0.00	\$600.15
Year 2 Program	80460	FLEET 3 BUNDLE TRUE UP	5	\$702.17	\$0.00	\$702.17
Year 2 Program	85014	AXON 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2 Program	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 2 Program	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$74.66	\$0.00	\$74.66
Year 2 Program	BasicLicense	Basic License Bundle	199	\$38,814.60	\$0.00	\$38,814.60
Year 2 Program	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$4,160.23	\$0.00	\$4,160.23

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 Program	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	129	\$18,456.72	\$0.00	\$18,456.72
Year 2 Program	BWCamTAP	Body Worn Camera TAP Bundle	180	\$70,217.37	\$0.00	\$70,217.37
Year 2 Program	Fleet3B	Fleet 3 Basic	5	\$7,876.84	\$0.00	\$7,876.84
Year 2 Program	ProLicense	Pro License Bundle	6	\$3,042.74	\$0.00	\$3,042.74
Total				\$243,198.73	\$0.00	\$243,198.73

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 Program	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$599.98	\$0.00	\$599.98
Year 3 Program	73478	REDACTION ASSISTANT USER LICENSE	180	\$21,080.88	\$0.00	\$21,080.88
Year 3 Program	73682	AUTO TAGGING LICENSE	180	\$21,080.88	\$0.00	\$21,080.88
Year 3 Program	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	180	\$56,244.47	\$0.00	\$56,244.47
Year 3 Program	74028	WING CLIP MOUNT, AXON RAPIDLOCK	35	\$219.09	\$0.00	\$219.09
Year 3 Program	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$599.98	\$0.00	\$599.98
Year 3 Program	80460	FLEET 3 BUNDLE TRUE UP	5	\$701.98	\$0.00	\$701.98
Year 3 Program	85014	AXON 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3 Program	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3 Program	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$74.64	\$0.00	\$74.64
Year 3 Program	BasicLicense	Basic License Bundle	199	\$38,803.68	\$0.00	\$38,803.68
Year 3 Program	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$4,159.06	\$0.00	\$4,159.06
Year 3 Program	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	129	\$18,451.54	\$0.00	\$18,451.54
Year 3 Program	BWCamTAP	Body Worn Camera TAP Bundle	180	\$70,197.61	\$0.00	\$70,197.61
Year 3 Program	Fleet3B	Fleet 3 Basic	5	\$7,874.62	\$0.00	\$7,874.62
Year 3 Program	ProLicense	Pro License Bundle	6	\$3,041.88	\$0.00	\$3,041.88
Total				\$243,130.29	\$0.00	\$243,130.29

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 Program	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$599.98	\$0.00	\$599.98
Year 4 Program	73478	REDACTION ASSISTANT USER LICENSE	180	\$21,080.88	\$0.00	\$21,080.88
Year 4 Program	73682	AUTO TAGGING LICENSE	180	\$21,080.88	\$0.00	\$21,080.88
Year 4 Program	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	180	\$56,244.47	\$0.00	\$56,244.47
Year 4 Program	74028	WING CLIP MOUNT, AXON RAPIDLOCK	35	\$219.09	\$0.00	\$219.09
Year 4 Program	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$599.98	\$0.00	\$599.98
Year 4 Program	80460	FLEET 3 BUNDLE TRUE UP	5	\$701.98	\$0.00	\$701.98
Year 4 Program	85014	AXON 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4 Program	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4 Program	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$74.64	\$0.00	\$74.64
Year 4 Program	BasicLicense	Basic License Bundle	199	\$38,803.68	\$0.00	\$38,803.68
Year 4 Program	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$4,159.06	\$0.00	\$4,159.06
Year 4 Program	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	129	\$18,451.54	\$0.00	\$18,451.54
Year 4 Program	BWCamTAP	Body Worn Camera TAP Bundle	180	\$70,197.61	\$0.00	\$70,197.61
Year 4 Program	Fleet3B	Fleet 3 Basic	5	\$7,874.62	\$0.00	\$7,874.62
Year 4 Program	ProLicense	Pro License Bundle	6	\$3,041.88	\$0.00	\$3,041.88
Total				\$243,130.29	\$0.00	\$243,130.29

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 Program	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$599.98	\$0.00	\$599.98
Year 5 Program	73478	REDACTION ASSISTANT USER LICENSE	180	\$21,080.88	\$0.00	\$21,080.88
Year 5 Program	73682	AUTO TAGGING LICENSE	180	\$21,080.88	\$0.00	\$21,080.88
Year 5 Program	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	180	\$56,244.47	\$0.00	\$56,244.47
Year 5 Program	74028	WING CLIP MOUNT, AXON RAPIDLOCK	35	\$219.09	\$0.00	\$219.09
Year 5 Program	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$599.98	\$0.00	\$599.98
Year 5 Program	80460	FLEET 3 BUNDLE TRUE UP	5	\$701.98	\$0.00	\$701.98
Year 5 Program	85014	AXON 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5 Program	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 5 Program	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$74.64	\$0.00	\$74.64
Year 5 Program	BasicLicense	Basic License Bundle	199	\$38,803.68	\$0.00	\$38,803.68
Year 5 Program	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	10	\$4,159.06	\$0.00	\$4,159.06
Year 5 Program	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	129	\$18,451.54	\$0.00	\$18,451.54
Year 5 Program	BWCamTAP	Body Worn Camera TAP Bundle	180	\$70,197.61	\$0.00	\$70,197.61
Year 5 Program	Fleet3B	Fleet 3 Basic	5	\$7,874.62	\$0.00	\$7,874.62
Year 5 Program	ProLicense	Pro License Bundle	6	\$3,041.88	\$0.00	\$3,041.88
Total				\$243,130.29	\$0.00	\$243,130.29

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

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

SUBJECT/TITLE: Request approval of Resolution 22-23-180 designating an authorized representative for the purpose of executing the Florida Department of Environmental Protection (FDEP) Consolidated Small County Solid Waste Management Grant SC415 and to sign and administer said grant as well as the reimbursement requests and progress report forms.

STATEMENT OF ISSUE

The FDEP Small County Consolidated Solid Waste Management Grant SC415 Application for the purchase of equipment and resolution designating NAME, TITLE, as the Authorized Representative for the purpose of executing the FDEP Consolidated Small County Solid Waste Management Grant SC415 and to sign and administer the Fiscal year 2023 - 2024 Small County Consolidated Solid Waste Grant Application, reimbursement requests and progress report forms. The benefit of this agreement is an income amount of \$93,750 to Fund 401 (Solid Waste) which is added to the FY 23-34 budget.

RECOMMENDED ACTION

Move to approve Resolution 22-23-180 designating an authorized representative to sign and administer the FDEP Fiscal year 2023 - 2024 Small County Consolidated Solid Waste Grant Application, reimbursement requests and progress report forms.

FISCAL IMPACT

There is no fiscal impact by passing this resolution.

Attachments: [Res. 22-23-180.SolidWaste.SC415.pdf](#)

RESOLUTION NO. 22-23-180

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO HIGHLANDS COUNTY SMALL COUNTY
CONSOLIDATED SOLID WASTE MANAGEMENT GRANT
AGREEMENT NO.: SC415 WITH THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION ;
PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT;
PROVIDING FOR APPROVAL OF AGREEMENT AND
AUTHORIZATION TO EXECUTE; PROVIDING FOR THE
IMPLEMENTATION OF ADMINISTRATIVE ACTIONS;
PROVIDING A SAVINGS CLAUSE; PROVIDING FOR
SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Highlands County applied for a Small County Consolidated Solid Waste Management Grant for the purpose of seeking funding to subsidize maintenance equipment purchases for use at the Arbuckle Creek Landfill; and

WHEREAS, the Department of Environmental Protection has awarded a Small County Consolidated Solid Waste Management Grant to Highlands County in accordance with Agreement No.: SC415; and

WHEREAS, Highlands County has determined that it is in the best interest of the public to approve the Agreement with the State of Florida Department of Environmental Protection and to accept the funding awarded.

**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 Small County Consolidated Solid Waste Management Grant Agreement No.: SC415, with State of Florida Department of Environmental Protection, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson, or Vice-Chairperson, is authorized to execute the same on behalf of the County.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate

the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to Small County Consolidated Solid Waste Management Grant Agreement No.: SC415, approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit “A”

Highlands County Small County Consolidated Solid Waste Management Grant
Agreement No.: SC415

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

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

1. Project Title (Project): **Highlands County Small County Consolidated Solid Waste Management Grant** Agreement Number: **SC415**

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

Grantee Name: **Highlands County** Entity Type: **Local Government**
Grantee Address: **12700 Arbuckle Creek Road
Sebring, Florida 33870** FEID: **59-6000655** (Grantee)

3. Agreement Begin Date: **October 1, 2023** Date of Expiration: **September 30, 2024**

4. Project Number: **SC415** Project Location(s): **Highlands County**
(If different from Agreement Number)

Project Description: **Small County Consolidated Solid Waste Management**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$ 93,750.00	☒ State ☐ Federal	2023-24 GAA Line Item 1774	\$ 93,750.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 93,750.00

6. Department's Grant Manager Name: Lindsey Bradley-Brown or successor Address: 2600 Blair Stone Rd. Tallahassee, FL. 32399 Phone: (850)245-8977 Email: lindsey.bradleybrown@floridadep.gov	Grantee's Grant Manager Name: Laurie Hurner or successor Address: 600 S Commerce Ave, Sebring, FL 33870 Phone: (863)402-6500 Email: Lhurner@highlandsfl.gov
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☒ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	☐ Yes ☐ N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Highlands County

GRANTEE

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

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

ATTACHMENT 1

1. Entire Agreement.

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

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

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

Attachment 1

Page 1 of 13

4. Deliverables.

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

5. Performance Measures.

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

6. Acceptance of Deliverables.

- i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

Page 2 of 13

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

Attachment 1

Page 3 of 13

- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

Attachment 1

Page 4 of 13

- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

Attachment 1

Page 5 of 13

- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;

Attachment 1

Page 6 of 13

- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

Attachment 1

Page 7 of 13

- i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

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

20. Remedies.

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

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies

Attachment 1

Page 8 of 13

on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

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

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

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

Attachment 1

Page 9 of 13

25. Investing in America

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

- i. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

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

28. Record Keeping.

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

General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

Attachment 1

Page 11 of 13

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

30. Conflict of Interest.

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

31. Independent Contractor.

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

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

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

34. Survival.

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

35. Third Parties.

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

36. Severability.

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

37. Grantee's Employees, Subcontractors and Agents.

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

38. Assignment.

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

39. Compensation Report.

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

40. Execution in Counterparts and Authority to Sign.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SC415**

ATTACHMENT 2

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

1. Scope of Work.

The Project funded under this Agreement is Highlands County Small County Consolidated Waste Management Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

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

4. Cost Eligible for Reimbursement or Matching Requirements.

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

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

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

Attachment 2

Page 1 of 3

- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

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

8. Insurance Requirements

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

a. Commercial General Liability Insurance.

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

b. Commercial Automobile Insurance.

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

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

c. Workers' Compensation and Employer's Liability Coverage.

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

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

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

13. Office of Policy and Budget Reporting.

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

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO. SC415**

ATTACHMENT 3

PROJECT TITLE: Highlands County Small County Consolidated Solid Waste Management Grant

PROJECT AUTHORITY: Highlands County (Grantee) received funding from the Florida Legislature in the amount of \$93,750.00, through Specific Appropriation Line Item No. 1774, Solid Waste Management Trust Fund, Fiscal Year (FY) 2023-24 General Appropriations Act. The Grantee meets the threshold for a small county (population under 110,000) and received this funding under the Small County Consolidated Grants program for the purpose of subsidizing maintenance equipment purchases for use at the Arbuckle Creek Landfill. Authority for this Project is specified in Section 403.7095, Florida Statutes (F.S.), and Chapter 62-716, Florida Administrative Code (F.A.C). Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.012.

PROJECT LOCATION: The project will be located in Highlands County at the solid waste management facility, which is located at 12700 Arbuckle Creek Road, Sebring, FL, 33870.

PROJECT BACKGROUND: The Arbuckle Creek Landfill is located at 12700 Arbuckle Creek Road in Sebring, Florida. This landfill is a Class I facility and accepts Class I waste, C&D waste, and agricultural waste. The Arbuckle Creek landfill is located on 997 acres. Currently, Class I has 34 acres permitted, C&D has 11 acres permitted, and agricultural plastic has 6 acres permitted. This landfill is the only landfill in the county in which citizens can dispose of waste. It is operated with a staff of 22 (twenty-two) full time county employees. Due to the financial constraints of the fiscal year 2023-2024, Highlands County proposes to use the grant funds to subsidize its purchase of solid waste management center maintenance equipment. The grantee needs this funding to help offset these costs because of its small population and limited funding resources.

PROJECT DESCRIPTION: Highlands County operates a Class I landfill which averages 307 tons of landfill waste per day. The county now employs twenty-two full time staff which includes the landfill operations manager. The operations manager oversees regular inspections of equipment, facilities and all landfill operations to ensure compliance with regulatory requirements governing the disposal of solid waste and enforces departmental safety policies and practices. This facility also makes sure that no household hazardous waste or e-waste brought in by residents is placed into the landfill. The landfill works in conjunction with the county's recycling facility to make sure that household hazardous waste is taken to the recycling facility to be disposed of in a proper manner.

TASKS and DELIVERABLES:

Landfill Operations

Task 1: Equipment Purchase

Task Description: The grantee will purchase a Bell type 30 ton off road truck for use at to the Highlands County Solid Waste Management Center. An additional off road truck is needed to keep up with the daily

hauling demands. The truck will be used to haul blend material for cover, dirt, shell, shingles and other materials to all areas of the landfill. The truck will also be needed to haul sand from a newly permitted borrow pit that is much further away on the site than an existing borrow pit for cover and construction of a new landfill cell. The purchase of the off road truck will ensure compliance and operation of the landfill in accordance with Florida Department of Environmental Protection Permit conditions.

Deliverables: The Grantee will submit copies of: purchase order(s), vendor invoice(s) for delivery, installation and start up, proof of payment to vendor, Bills of Lading and pictures of equipment purchased. The Grantee will also provide a completed **Exhibit B, Property Reporting Form**, with invoice copies. All documentation may be submitted electronically, unless paper copies are requested by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement quarterly. Payment requests shall be submitted within thirty (30) calendar days following completion of the quarter. The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Equipment Purchase	10/1/2023	9/30/2024	Quarterly, within thirty (30) calendar days of the end of each quarter and prior to each payment request.

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Equipment	\$93,750.00
	Total for Task:	\$93,750.00

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$93,750.00
Equipment	\$93,750.00
Total:	\$93,750.00

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

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

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

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

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

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

Page 1 of 6

PART II: STATE FUNDED

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

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Attachment 5

Page 3 of 6

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

Attachment 5
Exhibit 1
Page 5 of 6

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
A	DEP	2023-24	37.012	Small County Consolidated Waste Grant
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$93,750.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

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

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE SMALL COUNTY CONSOLIDATED SOLID WASTE (SCCSW) GRANT PROGRAM**

ATTACHMENT 6

1. The following requirements supersede paragraph 10 of Attachment 1, Standard Terms and Conditions:

Status Reports. The Grantee shall utilize Exhibit A, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than thirty (30) calendar days following the completion of the invoice period authorized under Chapter 62-716.310, F.A.C., and described in Attachment 3. It is hereby understood and agreed by the parties that the term "monthly" shall reflect the calendar months, and that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

2. In addition to the allowable cost categories described in Attachment 2, Special Terms and Conditions the following reimbursement provisions shall apply:

Prohibited Costs. Independent of the Grantee's obligation to any subcontractors, the Department shall not reimburse any of these prohibited costs, and if such costs are charged by a Grantee's subcontractor, the Grantee shall be responsible for payment from sources other than the grant funds awarded under this Agreement. The following costs are not eligible for reimbursement under this Agreement:

- a. Indirect, overhead or administrative costs (excluding fringe benefits);
- b. Promotional items such as t-shirts and other items promoting the program;
- c. Cell phone usage;
- d. Attorney's fees or court costs;
- e. Civil or administrative penalties;
- f. Interest in real property;
- g. Handling fees, such as set percent overages associated with purchasing supplies or equipment; and
- h. Vehicles, unless authorized in Attachment 3 of this Agreement.

Travel. Authorized travel expenses are included in the allowable items described in Attachment 3 and no additional travel expenses in excess of those already described in Attachment 3 will be authorized without written approval from the Department. Any requests for reimbursement of authorized travel expenses must be submitted in accordance with Section 112.061, F.S.

Vehicle Purchases. If the Grantee is authorized to purchase a vehicle necessary to complete the work under this Agreement, the cost of such vehicle shall not exceed the total authorized in Attachment 3, for use in performing the services described in Attachment 3. The vehicle type proposed for the purchase being authorized by the Department shall be described in Attachment 3. The Grantee shall purchase the vehicle(s) utilizing the Grantee's procurement procedures. If eligible, the Grantee should consider the Department of Management Services, State Term Contract(s), when purchasing a vehicle.

Upon satisfactory completion of this Agreement, the Grantee may retain ownership of the vehicle purchased under this Agreement. However, the Grantee is required to account for and report on any vehicle purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. The Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. Vehicle(s) purchased for the Project are subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72 and/or Chapter 69I-73, F.A.C., as applicable, and should be capitalized, when appropriate, in accordance with GAAP and the Grantee's financial reporting requirements. The following terms shall apply:

- a. The Grantee, and its authorized employees, shall have title to and use of vehicle for the authorized purposes of this Agreement as long as the required work is being satisfactorily performed. In the event that this Agreement is terminated for any reason, or the use of the vehicle is no longer needed, title of the vehicle shall be transferred to the Department.
- b. The Grantee is responsible for the implementation of manufacturer required maintenance procedures to keep the vehicle in good operating condition and to keep records of all maintenance performed on the vehicle.
- c. The Grantee shall secure and maintain comprehensive collision and general automobile liability coverage for the vehicle during the term of this Agreement. The Grantee is responsible for any applicable deductibles relating to insurance.
- d. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, the vehicle(s) purchased with state funds and held in his possession for use in this Agreement with the Department.
- e. The Grantee is responsible for the purchase of, and shall maintain a current State of Florida tag and registration for all vehicles purchased under this Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form**

Exhibit A

DEP Agreement No.:	SC415		
Grantee Name:	Highlands County Board of County Commissioners		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered: Task 2: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SC415 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit B - Property Reporting Form

Agreement Number: SC415

GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$5,000 or more purchased directly or indirectly under the above Agreement. Complete:
1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title/ownership, 5) purchase date, 6) cost, 7) DEP's percent share of that cost, 8) location/address of the property, 9) use and condition, 10) any ultimate disposition data, including date of disposal and sale price.

Description	Serial No./ ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant	Location	Use and Condition	Disposition

Grantee: _____ Date: _____ Grantee Grant Manager: _____ Date: _____

BELOW IS FOR DEP USE ONLY

DEP GRANT MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your grant agreement file. Refer to Administrative Policy 320 for Property Guidelines.

DEP Grant Manager: _____ Date: _____

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: SC415 Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE <i>(As authorized)</i>	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$	\$	\$N/A	\$N/A
Fringe Benefits	\$	\$	\$N/A	\$N/A
Indirect Cost	\$	\$	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$N/A	\$N/A
Travel	\$	\$	\$N/A	\$N/A
Equipment (Direct Purchases)	\$	\$	\$N/A	\$N/A
Rental/Lease of Equipment	\$	\$	\$N/A	\$N/A
Miscellaneous/Other Expenses	\$	\$	\$N/A	\$N/A
Land Acquisition	\$ N/A	\$ N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$N/A	\$N/A
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$N/A	
Less Total Cumulative Payment Requests of:	\$		\$N/A	
TOTAL REMAINING IN TASK	\$		\$N/A	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. SC415 and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.) Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Grantee's Grant Manager Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request adoption of Resolution No. 22-23-175 for Budget Amendment No. 22-23-142 to authorize transfer of funds from Fund 191A to Project 22012 Memorial Trailhead Phase II.

STATEMENT OF ISSUE

There is a remainder of \$4,963.41 in impact fees collected and interest revenue earned for Avon Park recreation in Fund 191A. The impact fees were collected as authorized by the impact fee ordinance number 05-06-44, September 5, 2006. Staff's recommendation is the remainder be used for the Memorial Trailhead Park Construction in Avon Park.

RECOMMENDED ACTION

Move to adopt Resolution No. 22-23-175 for Budget Amendment No. 22-23-142 to authorize transfer of funds from Fund 191A to Project 22012 Memorial Trailhead Phase II.

FISCAL IMPACT

The fiscal impact nets zero, transferring \$4,963.41 from Fund 191A to Fund 151, project 22012.

Attachments: [22-23-142 Xfer Fund 191A Balance to Proj 22012 Memorial Trailhead PH II \(BA\).pdf](#)
[22-23-142R Xfer Fund 191A Balance to Proj 22012 Memorial Trailhead PH II \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

August 24, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

DATE: 8/20/2023

SUBMITTED BY: OMB

FUND(S): 191A, 151 FUND TITLE(S): Impact Fee Parks & Rec AP; Infra-structure Surtax COST CENTER(S) #: 4401A; 6102A

PROJECT(S) #: 22012 PROJECT TITLE(S): Memorial Trailhead PH II COST CENTER TITLE(S): Impact Fee Parks & Rec AP; Parks Dept. 151

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				Improvements Other Than					
E	191A	4401A	56300			4,988.61		4,963.41	25.20
E	191	4401A	59010	Transfer Out		0.00	4,963.41		4,963.41
E	191A	4401A	59010	Transfers Out		4,963.41		4,963.41	0.00
R	191A		3999100	Fund Balance Brought Forward		4,963.41		4,963.41	0.00
									0.00
R	151		3810000Z	Project Interfund Transfer	22012	0.00	4,963.41		4,963.41
E	151	6102A	56300Z	Project Improvements	22012	199,460.00	4,963.41		204,423.41

REASON: To close out Fund 191A and transfer to a proper project (22012 Memorial Trailhead PH II) to accomplish the anticipated needs of the project.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-142

TRANSFER TYPE:

Approval

Denial

ACTION:

Board _____ Approved _____ Denied _____
County Administrator _____ Approved _____ Denied _____

ITEM TO ITEM

RESERVE

XX _____
BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: _____ / _____ / _____

Posted by Clerk: _____

RESOLUTION NO. 22-23-175

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-142 TO THE IMPACT FEE PARKS & REC-AP AND INFRASTRUCTURE SURTAX FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Impact Fee Parks & Rec-AP and Infrastructure Surtax Funds.

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-142 is hereby approved and authorized to transfer funds from Fund 191A (Impact Fee Parks & Rec-AP) in the amount of \$4,963.41 to Project #22012 (Memorial Trailhead PH II) in Fund 151 for the same amount of \$4,963.41 for FY22/23. The net fiscal impact is \$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 7th day of September, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Brandon Gunn, Interim Facilities Director

SUBJECT/TITLE: Request approval to waive fees for the Sebring Middle School Junior Varsity Football Game at the Multi-Sports Complex.

STATEMENT OF ISSUE

The Sebring Middle School Junior Varsity Football program is requesting a waiver of fees for the use of the Multi-Sports Complex for a football game between Sebring and Lake Placid Middle School on September 5, 2023. Due to conflicting circumstances, the game date was chosen for that date. They will need to use Football Field A, with one hour of lights, concession, and announcers booth. Per the FY 2022-2023 Schedule of Fees, the total fee to be waived is \$270.00.

The School will provide a copy of insurance, and will comply with the Rules and Regulations of the Complex.

RECOMMENDED ACTION

Move to approve waiver of fees for the Sebring Middle School Junior Varsity Football Game at the Multi-Sports Complex.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to account 3475100 Sports Complex of approximately \$270.00.

Attachments: [FieldARequestLetterSMS.pdf](#)
[2022-2023 Fee Waiver Chart SMS.pdf](#)



SEBRING MIDDLE SCHOOL

500 E. Center Ave Sebring Florida 33870*863.471.5700 ext. 26219*FAX 863.471.5710

ANGIE SPENCER
Principal

COURTNEY GERMAINE
Assistant Principal

ANDREW JUDAH
Co-Athletic Director
judaha@highlands.k12.fl.us

STEPHANIE BOVA
Co-Athletic Director
bovas@highlands.k12.fl.us

August 24, 2023

Highlands County Board of County Commissioners
600 S. Commerce Ave.
Sebring, FL 33872

Chairman Campbell:

My name is Andrew Judah and I am Co-Athletic Director at Sebring Middle School.

I am requesting use of Field A at the multi-sport facility on September 5 from 4:30 – 9:00 pm to play a football game between the Sebring and Lake Placid Middle Schools. We need the facility because a shortage of officials has caused the SHS JV football team to move its game to Tuesday, September 5. Because we both play our home games at Firemen's Field, we no longer have a place to play on that date. We can't play the previous day either (Monday, September 4) due to the Labor Day Holiday.

I am also requesting that the fees for the field, concession stand and bathrooms be waived. We understand we are responsible for all fees and costs if the Board chooses not to waive the fees.

Thank you for your consideration.

Andrew Judah
Co-Athletic Director
Sebring Middle School

HIGHLANDS COUNTY FACILITIES - FEES WAIVED				2020-21	2021-22	2022-23	2023-24
ORGANIZATION	FACILITY	# OF YEARS	TOTAL FEES WAIVED AS OF 08.09.2022				
A.A.I.S.L - All American International Softball league	Sports Complex	1	\$ 635.00	\$635.00			
Friends of Istokpoga Lake Association, Inc.	Lorida Community Center	15	\$ 3,000.00	Cancelled	\$200.00	\$200.00	\$200.00
Leisure Lakes Home Owners Civic Association	H.L. Bishop Park Clubhouse	14	\$ 3,900.00	Cancelled			
Miracle League of Highlands Co.	AgCenter, Auditorium	1	\$ 250.00			\$250.00	
Nu-Hope Elder Care Services, Inc.	AgCenter, Auditorium	27	\$ 14,021.00	Cancelled	\$500.00	\$500.00	
Redbeach Community Homeowners Association	Desoto City Comm. Ctr.	7	\$ 5,425.00	Cancelled	\$400.00	\$400.00	\$400.00
Kiwanis Aktion Club of Highlands County (formally Ridge Area ARC & Special Stars)	Ag Center - Auditorium	6	\$ 4,215.00	Cancelled	\$380.00	\$250.00	
Kiwanis Aktion Club of Highlands County (formally Ridge Area ARC & Special Stars)	Sports Complex	15	\$ 14,625.00	Cancelled	\$325.00	\$1,025.00	
Salvation Army	Sports Complex	3	\$ 1,125.00	\$375.00	Cancelled		
Sebring High School Boys and Girls Soccer Program	Sports Complex	3	\$9,770.00	\$645.00	\$4,150.00	\$4,975.00	
Sebring High School Cross Country Athletic Program	Sports Complex	2	\$2,950.00	\$1,820.00	Paid Fees	Paid Fees	
Sebring Middle School Junior Varsity Football	Sports Complex	1	\$0.00				\$250.00
Jacob Eckblad / Softball tournament fundraiser for Chuck Detore	Sports Complex	1	\$ 265.00			\$265.00	

8/7/2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: James Kelly Duppenthaler, Interim Fire Chief

SUBJECT/TITLE: Request to approve a donation to South Florida State College, 10 outdated Motorola XTS 5000 portable radios, 2 multi-unit radio chargers and 6 Motorola remote speaker microphones.

STATEMENT OF ISSUE

Highlands County Fire Rescue has portable radios that are outdated and do not work with the current 800Mhz radio system. We wish to donate the below radios and accessories to South Florida State College for use in their Public Safety education programs as they will work with the radio system being operated by South Florida State College.

RECOMMENDED ACTION

Move to approve a donation to South Florida State College, 10 outdated Motorola XTS 5000 portable radios, 2 multi-unit radio chargers and 6 Motorola remote speaker microphones.

FISCAL IMPACT

While the estimate value for the radios and accessories is stated at \$1,250.00 per the attached letter, there truly is no fiscal impact to Fund 005 (General) or the overall budget as these items no longer have any use or value with the newer 800Mhz radio system that Highlands County Fire Rescue currently uses.

Attachments: [Radio Donation.pdf](#)



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY
FIRE RESCUE

4506 Kenilworth Blvd., Sebring, Florida 33870

Office (863) 402-7600 Fax (863) 402-7404 www.highlandsfl.gov

Highlands County Fire Rescue has portable radios that are outdated and do not work with the current 800Mhz radio system. We wish to donate the below radios and accessories to South Florida State College for use in their Public Safety education programs as they will work with the radio system being operated by South Florida State College.

Items to be donated:

Motorola XTS 5000 portable radio S/N 320CEJ2732
Motorola XTS 5000 portable radio S/N 320CEJ2733
Motorola XTS 5000 portable radio S/N 320CEJ2742
Motorola XTS 5000 portable radio S/N 320CEJ2744
Motorola XTS 5000 portable radio S/N 320CEW0176
Motorola XTS 5000 portable radio S/N 320CEW0177
Motorola XTS 5000 portable radio S/N 320CEW0181
Motorola XTS 5000 portable radio S/N 320CEW0187
Motorola XTS 5000 portable radio S/N 320CEW0188
Motorola XTS 5000 portable radio S/N 320CEW0190

2 – Multi-unit radio chargers
6 – Motorola remote speaker microphones

Overall estimated value: \$1,250.00



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request adoption of Resolution 22-23-161 for Budget Amendment 22-23-138 for Project 22081 Medal of Honor Park.

STATEMENT OF ISSUE

At the regular meeting of the Board of County Commissioners on September 7, 2021, the Board unanimously approved the Florida Medal of Honor Memorial Committee's request for in-kind support not to exceed \$50,000. This budget amendment is appropriating said funds to Project 22081 Medal of Honor Park for parking lot stabilization, Engineering services to include design, permitting, surveying, and signage.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-161 for Budget Amendment 22-23-138 for Project 22081 Medal of Honor Park.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget. An additional \$50,000 of Fund Balance Brought Forward is being appropriated in Project 22081 (Medal of Honor Park), cost center 2111 (Central Services), account 53100Z (Project Professional Services).

Attachments: [22-23-138 Project 22081 Medal of Honor Park \(BA\).pdf](#)
[22-23-138R Project 22081 Medal of Honor Park \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

(Transfers over \$5,000 require Board approval)

SUBMITTED BY: OMB

*list additional cost centers on reverse side of form

REASON: In-kind support for Medal of Honor Park to include stabilizing of the parking lot, engineering design/permitting and signage.

OMB RECOMMENDATION:

TRANSFER TYPE:

ACTION:

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Posted by Clerk:

RESOLUTION NO. 22-23-161

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-138 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-138 is hereby approved and authorized to appropriate additional Fund Balance Brought Forward to Project #22081 for FY22/23. The net fiscal impact is an increase in the amount of \$50,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of September, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request adoption of Resolution 22-23-176 for Budget Amendment 22-23-144 to clean-up negative account balances in various cost centers.

STATEMENT OF ISSUE

This budget amendment is necessary to realign funding for negative account balances in various cost centers for accounting purposes.

RECOMMENDED ACTION

Move to adopt resolution 22-23-176 for budget amendment 22-23-144 to clean-up negative account balances in various cost centers.

FISCAL IMPACT

The fiscal impact is an increase to Fund 123 (Library Cooperative), Fund 131 (Intergov't Radio Communication), Fund 152 (Tourist Development), and Fund 174 (Fire Inspections) and the overall budget in the amounts of \$1,900, \$100, \$8,000, and \$2,000, respectively, totaling \$12,000.

Attachments: [22-23-144 Cost Center Negative Balances Cleanup2 \(BA\).pdf](#)
[22-23-144R Cost Center Negative Balances Cleanup2 \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

SUBMITTED BY: **OMB**

*list additional cost centers on reverse side of form

REASON: To clean up cost centers with negative account balances.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-144

TRANSFER TYPE:

Approval

ACTION:

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

<u>XX</u>	ITEM TO ITEM
	RESERVE
<u>XX</u>	BY RESOLUTION
	SUPPLEMENTAL BUDGET

Denial

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk:

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 6

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-144

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2107	51200	Regular Salaries & Wages		270,368.00		5,000.00	265,368.00
E	005	2107	53100	Professional Services		10,746.48	5,000.00		15,746.48
E	005	2810	53100	Professional Services		130,489.94		8,100.00	122,389.94
E	005	2810	51200	Regular Salaries & Wages		148,105.00	8,100.00		156,205.00
E	005	2700	51200	Regular Salaries & Wages		339,072.00		50,000.00	289,072.00
E	005	3200	51200	Regular Salaries & Wages		56,840.00	50,000.00		106,840.00
E	005	2700	54000	Travel & Per Diem		1,674.00		1.00	1,673.00
E	005	3214	53419	Division of Forestry		34,579.00	1.00		34,580.00
E	005	3991	51200	Regular Salaries & Wages		184,331.00		14,690.00	169,641.00
E	005	3991	56400	Machinery & Equipment		6,785.00	14,690.00		21,475.00
E	005	2558	51200	Regular Salaries & Wages		223,810.00		5,700.00	218,110.00
E	005	4500	51200	Regular Salaries & Wages		20,315.00	5,700.00		26,015.00
E	005	5105	51200	Regular Salaries & Wages		3,167,150.00		400,000.00	2,767,150.00
E	005	5105	54600	Repair & Maintenance		208,334.88	400,000.00		608,334.88
E	005	5105	51200	Regular Salaries & Wages		2,767,150.00		2,000.00	2,765,150.00
E	005	5200	51200	Regular Salaries & Wages		88,925.00	2,000.00		90,925.00

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 3 of 6

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-144

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	5108	53400	Contractual Services		100,000.00		34,200.00	65,800.00
E	005	5222	53400	Contractual Services		1,637,572.00	34,200.00		1,671,772.00
E	005	6102	51200	Regular Salaries & Wages		529,346.00		4,750.00	524,596.00
E	005	6105	51200	Regular Salaries & Wages		62,924.00	4,750.00		67,674.00
E	005	6209	51200	Regular Salaries & Wages		98,953.00		1,750.00	97,203.00
E	005	6209	54300	Utility Services		12,365.00	1,750.00		14,115.00
E	005	6210	51200	Regular Salaries & Wages		236,245.00		3,000.00	233,245.00
E	005	6211	51200	Regular Salaries & Wages		116,629.00	3,000.00		119,629.00
E	005	6302	53400	Contractual Services		313,575.00		5,175.00	308,400.00
E	005	6302	51200	Regular Salaries & Wages		-	5,175.00		5,175.00
E	005	6303	51200	Regular Salaries & Wages		230,478.00	22,000.00		252,478.00
E	110	4101	51200	Regular Salaries & Wages		1,063,135.00		38,500.00	1,024,635.00
E	110	4100	51200	Regular Salaries & Wages		93,062.00	28,500.00		121,562.00
E	110	4101	54600	Repair & Maintenance		65,890.00	10,000.00		75,890.00
E	110	4102	51200	Regular Salaries & Wages		2,451,358.00		100,000.00	2,351,358.00
E	110	4102	53402	Hauling		382,300.79	100,000.00		482,300.79

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 4 of 6

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-144

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	110	4106	51200	Regular Salaries & Wages		304,381.00		20,000.00	284,381.00
E	110	4106	54600	Repair & Maintenance		55,968.00	20,000.00		75,968.00
E	110	4108	54600	Repair & Maintenance		63,768.50		7,500.00	56,268.50
E	110	4108	51200	Regular Salaries & Wages		94,790.00	7,500.00		102,290.00
E	110	4106	52400	Workers' Compensation		29,890.00		4,000.00	25,890.00
E	110	4200	51200	Regular Salaries & Wages		65,072.00	2,500.00		67,572.00
E	110	4998	51200	Regular Salaries & Wages		108,962.00	1,500.00		110,462.00
R	123		3377010	Heartland Coop Funding		121,001.00	1,900.00		122,901.00
E	123	6208	51200	Regular Salaries & Wages		89,277.00	1,900.00		91,177.00
R	131		3999100	Fund Balance Brought Forward		-	100.00		100.00
E	131	3994	53400	Contractual Services		399,736.00	100.00		399,836.00
R	152		3999100	Fund Balance Brought Forward		42,205.16	8,000.00		50,205.16
E	152	5301	51200	Regular Salaries & Wages		35,085.00	8,000.00		43,085.00
R	174		3999100	Fund Balance Brought Forward		39,730.00	2,000.00		41,730.00
E	174	3215	55404	Dues & Memberships		65.00	2,000.00		2,065.00
E	181	3217	54600	Repair & Maintenance		377,638.21		110,000.00	267,638.21
E	181	3217	52200	Retirement Contributions		694,491.00	110,000.00		804,491.00

BOARD OF COUNTY COMMISSIONERS

PAGE 5 of 6

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-144

[illegible]

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 6 of 6

BUDGET AMENDMENTS

REQUEST NUMBER

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
123	Library Cooperative
131	Intergov't Radio Communication
152	Tourist Development
174	Fire Inspection
181	Fire Assessment
401	Solid Waste
420	Energy Recovery

COST CENTER(S)	COST CENTER TITLE(S)
1000	General Admin Circuit Court
1002	General Admin State Attorney
1003	General Admin Pubic Defender
1031	Courthouse Facilities
2100	Business Services
2101	Board County Commissioners
2103	County Attorney
2107	Human Resources
2558	Purchasing
2700	Planning & Zoning
2810	Economic Development
3200	Public Safety
3214	Division of Forestry
3991	Local Emergency Management Agency
4500	Critical Infrastructure - Executive
5105	Ambulance Service 005

COST CENTER(S)	COST CENTER TITLE(S)
3991	Local Emergency Management Agency
4500	Critical Infrastructure - Executive
5105	Ambulance Service 005
5200	Community Programs
5222	State-County Assistance Prog.
6102	Transportation Projects
6105	Sports Complex
6209	Libraries - Avon Park
6210	Libraries - Sebring
6211	Libraries - Lake Placid
6302	County Extension
6303	Natural Resources
4100	County Engineer
4101	Enginerring Services
4102	Roads & Bridges - 110
4106	ROW Maintenance
4108	Shell Pit
4200	Road & Bridge Admin.
4998	GIS
6208	Library Cooperative
3994	Intergov't Radio Comm. Prog
5301	Tourist Dev.- Operations
3215	Fire Safety Inspections
3217	Fire Assessments
4210	Refuse Disposal System
4218	Refuse Collection Program
4230	Energy Recovery

RESOLUTION NO. 22-23-176

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-144 TO THE LIBRARY COOPERATIVE, INTERGOV'T RADIO COMMUNICATIONS, TOURIST DEVELOPMENT, AND FIRE INSPECTION FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Library Cooperative, Intergov't Radio Communication, Tourist Development, and Fire Inspection Funds.

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-144 is hereby approved and authorized to appropriate additional Fund Balance Brought Forward for FY22/23 for the affected cost centers in the total amount of \$12,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of September 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request retroactive approval from June 30, 2022, for the 2022-2023 Hazard Analysis Grant between the State of Florida, Division of Emergency Management and Highlands County.

STATEMENT OF ISSUE

The Hazard Analysis grant from the Florida Department of Emergency Management is an annual grant that is awarded for inspections of hazardous facilities throughout the county. It is used to support staff's salary for their time in going out to inspect facilities requested by the state. The original agreement was unknowingly signed and fully executed on June 20, 2022 thus is why approval would need to be approved retroactively.

RECOMMENDED ACTION

Move to approve retroactively from June 30, 2022, for the 2022-2023 Hazard Analysis Grant between the State of Florida, Division of Emergency Management and Highlands County.

FISCAL IMPACT

The fiscal impact that the county recognized was an increase to Fund 005 (General) and the overall budget in the amount of \$1,668.67.

Attachments: [HA.2.pdf](#)

STATE-FUNDED GRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the Terms and Conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the Agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the Agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the Terms and Conditions of the Agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's Terms and Conditions and

shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
 - ii. Review and document all deliverables for which the Recipient requests payment.
- b. The Division's Grant Manager for this Agreement is:
- Isabell Parker
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-570-6941
Email: Isabell.Parker@em.myflorida.com
- c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Name: Mark Ellis

Title: Deputy Chief

Address: 6850 W. George Blvd

City, State, Zip: Sebring, FL 33875

Work Phone: 863-402-7600

Email: mellis@highlandsfl.gov

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

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

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

(6) SCOPE OF WORK

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

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2022 and shall end on June 30, 2023**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a Fixed-Fee Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement (“Budget”). The maximum payment amount for the entirety of this Agreement is **\$1,668.67**
- d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment G, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a Final Reconciliation Report. The Final Reconciliation Report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

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

(9) RECORDS

a. As a condition of receiving State financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

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

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

d. Florida's Public Records Law provides a right of access to the records of the State and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private

entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

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

(10) AUDITS

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

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

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

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

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

- i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

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

b. The Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

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

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

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

(12) MONITORING

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

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope

audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a State agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

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

(14) DEFAULT

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

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

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

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

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

(15) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(16) TERMINATION

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

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

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

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

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable State and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the Close-Out Report the subcontractor's progress and completion of its tasks and work performance under this Agreement.

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

(18) ATTACHMENTS

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

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

c. This Agreement has the following Attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Justification of Advance Payment

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

Attachment G – Schedule of Deliverables

Attachment H – 302 Facility List

Attachment I – Financial Invoice Form

Attachment J – Hazards Analysis Guidance and Information

Attachment K – Hazard Analysis Site Visit (SV) Certification Form

Attachment L – Statement of Determination (SOD) Form

Attachment M – Close-Out Reporting Form

(19) PAYMENTS

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

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

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

(20) REPAYMENTS

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

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

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

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with

thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

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

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

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

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o. All expenditures of State financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

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

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

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

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

(22) LOBBYING PROHIBITION

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

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

(23) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

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

(24) LEGAL AUTHORIZATION

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

(25) ASSURANCES

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

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

RECIPIENT:

Signature:  Mark Ellis

Name: Mark Ellis

Title: Deputy Chief

Date: 6/30/2022

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

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Signature:  Ian Guidicelli

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

Date: 7/20/2022

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

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

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

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

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

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. CAMEO Data Manager Hazardous Analysis (HA) updates for critical planning data required under Emergency Planning and Community Right-to-Know Act (EPCRA)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis
<https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>
4. E-Plan - Emergency Response Information System Tier II electronic Reporting online

<https://tier2.erplan.net/onlinefiling/filingLogin.htm> NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

Budget

1. First Payment (40% of Contract Amount) and <i>must be approved</i> before invoice is submitted.	<u>\$667.47</u>
2. Second Payment (40% of Contract Amount) 25% Analysis (Deliverable 2) submitted will be reviewed and <i>must be approved</i> before invoice is submitted.	<u>\$ 667.47</u>
3. Final Payment (20% of Contract Amount) Final Payment will not be made without required transmittal verifications, and final approved zip file uploaded to Salesforce and SharePoint.	<u>\$ 333.73</u>
 TOTAL AMOUNT	 <u>\$ 1,668.67</u>

Purpose

On October 17, 1986, Congress enacted the Emergency Planning and Community Right-to-Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials (HazMat).

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the State level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of FDEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for State and Federal hazardous materials (HazMat) programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the State. Currently, SERC membership consists of 28 Governor appointed individuals who represent the interests of State and local government, emergency services, industry, and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials (HazMat) awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and transportation.

At the local level, each of Florida's 67 Counties or the LEPC's perform Hazards Analyses (HA) (a county may elect to contract with the LEPC or qualified vendor). The Counties' Hazards Analysis (HA) data is included in the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) required under EPCRA and encompasses; identification of facilities and transportation routes of Extremely Hazards Substances (EHS); description of emergency response procedures; designation of a

community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The Recipient shall conduct Hazards Analyses (HA) on-site visits for 50% of the facilities listed in Attachment H which have reported to the SERC the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, chapter 252, Part II.

Requirements

- A. The Recipient shall submit a list of facilities within the geographical boundaries of the County or Counties listed on Attachment H that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.
- B. The completed Hazards Analysis (HA) shall comply with the site-specific Hazards Analysis (HA) criteria outlined below for each facility listed in Attachment H. The primary guidance documents are Attachment J Hazards Analysis Guidance and Information, CAMEO Data Manager Help Files, and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at: <https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances>. All Hazards Analyses (HA) shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance, and approved by the Division.
- C. Consult the Tier II Report in E-Plan prior to any on-site visits or phone interview updates for all facilities to be updated. Compare the E-Plan Tier II Report with information in CAMEO Data Manager files. Discuss any discrepancies with Facility Representatives during the on-site visit or phone interview.
- D. Conduct an on-site visit (or phone interview) at each Attachment H facility to ensure accuracy of the Hazards Analysis (HA). Each applicable facility's Hazards Analysis (HA) information shall be entered using the new CAMEO Data Manager. CAMEO Data Manager software can be download from the U.S. Environmental Protection Agency's website at <https://www.epa.gov/cameo/cameo-data-manager-software>.
- E. Deliverables – See Attachment G Schedule of Deliverables. All Deliverables shall be submitted through the Division's Salesforce portal. When Notifications are sent, the Division must receive transmittal documentation. A final Division-approved CAMEO Data Manager zip file (Deliverable 3) must be uploaded to Salesforce.

Deliverables

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

- First payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.

- Second payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Third payment, the Division shall not reimburse the Recipient for an amount that exceeds 20% of the overall amount authorized by this Agreement unless the Recipient is submitting for multiple deliverables.

Deliverables shall be submitted to the Division's Salesforce platform on the Deliverable object. The deliverable shall include all required forms and supporting documents sufficient to verify the accuracy of deliverable completion. In addition, deliverable 3 must be submitted to the Division's SharePoint site.

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

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

Financial Consequences

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

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

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

Reduction of the deliverable payment amount to the Recipient by 50% for each thirty (30) day period. The second subsequent 50% reduction will take effect thirty (30) days after the previous reduction.

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

Attachment B

Program Statutes and Regulations

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA Title III).
2. Florida Emergency Planning and Community Right-to-Know Act, chapter 252, Part II, Florida Statutes.

Attachment C

Statement of Assurances

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

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

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



ADVANCE REQUESTED

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

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

ESTIMATED EXPENSES

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

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

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Attachment E
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

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

Codes of Conduct

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

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

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

Attachment F

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

By: _____

Recipient's Signature

Recipient's Printed Name

Name and Title

FDEM Agreement Number

Street Address

Project Number (if applicable)

City, State, Zip

Date

Attachment G
Schedule of Deliverables

Deliverable #	Deliverables	Due Date	Price	Financial Consequences
1	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, SOD, and notes on special circumstances when applicable. • Upload completed Attachment K Forms, and Attachment L Forms (<i>when applicable</i>) to Salesforce • Upload Attachment I Financial Invoice Form to Salesforce and request payment following deliverable review and approval. This is not subject to the deliverable due date.	November 1, 2022	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
2	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, SOD, and notes on special circumstances when applicable. • Upload completed Attachment K Forms, and Attachment L Forms (when applicable) to Salesforce • Upload Attachment I Financial Invoice Form to Salesforce and request payment following deliverable review and approval. This is not subject to the deliverable due date.	March 1, 2023	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
3	• Provide completed Hazards Analysis (HA) (CAMEO Data Manager zip file) to the Local Emergency Planning Committee (LEPC) (<i>if applicable</i>) and provide FDEM with notification of transmittal. • Notify first responders and Attachment H facilities of the availability of HA information and provide the FDEM Grant Manager with the notification of transmittal. • Upload the final "<i>approved</i>" CAMEO Data Manager zip file into Salesforce and SharePoint. Use naming convention (County name, Final HA, Year). • Upload Attachment I Financial Invoice Form to Salesforce and request payment following deliverable review and approval. This is not subject to the deliverable due date.	June 1, 2023	20% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
	• Upload completed Attachment M Close-Out Report Form to Salesforce	30 days following contract completion		

Attachment H
2022-23 SECTION 302 HA FACILITY LIST

This is your Counties' entire Section 302 Extremely Hazardous Substances (EHSs) List obtained from E-Plan. Select 50% of the highest risk facilities to inspect this grant year. If you become aware or know of a chemical facility near a school, large residential apartment complex, or other high-risk areas, put that facility on your list to inspect. Try to select facilities that pose a greater risk based upon the chemicals present, the chemicals' amounts, previous releases, etc.

This year's Section 302 EHS HA data was extracted from E-Plan in June 2022. If you know of facilities that you believe still have chemicals on-site from recent site visits or from other historical data you have on file that should be reporting, but are not on this list:

- Contact the facility directly and ask them to report if possible.
 - Contact FDEM staff listed below so that the facility can be added to the Division's Potential Non-Filer List.
 - Wendy.Reynolds@em.myflorida.com
 - Robert.Dietrich@em.myflorida.com
-
- **Remember: Complete only 50% of your entire Section 302 EHS List this grant year.**
 - ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 1***
 - ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO THE FACILITIES ATTACHMENT LIST SENT VIA EMAIL WHICH SERVES AS THE BASIS FOR THIS ATTACHMENT.

SERC ID	Facility Name / Address	County	LEPC	ContactInfo	ChemicalName	MaxDailyQty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
2921	HAPPINESS FARMS / 704 COUNTY ROAD 621 EAST, LAKE PLACID, FL 33852	Highlands	7	1. Steven Phypers / danielle@happinessfarms.com 863-441-0828, 2. Steven Phypers / danielle@happinessfarms.com	Paraquat dichloride [Gramoxone Inteon]	90	"Plastic bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"Chemical Barn-cadadium field"/90(pounds)
2930	LAKE PLACID CARETAKERS, INC / 109 ARRON DRIVE, LAKE PLACID, FL 33852	Highlands	7	1. BOB FORD / bob@lplcp.com 863-441-5084, 863-441-5084 2. ROBERT FORD / bob@lplcp.com 863-441-5084	Diesel Fuel #2	99,999	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/37,000(Pounds) "Above ground tank"/"Ambient pressure"/"Ambient temperature"/"IN CONTAINMENT"/7,000(gallons)
5717	PLACID LAKES UTILITIES / 400 WASHINGTON BOULEVARD NORTHWEST, LAKE PLACID, FL 33852	Highlands	7	1. NATHAN BREWER / ndbrewer@embarqmail.com 863-441-1090, 863-465-0345 2. Marie McKinney / placidlakesutilities@gmail.com 863-465-0345	Tetrasodium Ethylenediaminetetra acetate [Sequestrene][Chelating Agent]	1,800	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Entire Facility"/1,800(Pounds)
15960	SEBRING FL CO / 130 S RIDGEWOOD DR, SEBRING, FL 33870	Highlands	7	1. Unica! Emergency Center / david.bloome@centurylink.com 866-864-2255, 866-864-2255 2. David Bloome for Centurylink / david.bloome@centurylink.com 404-210-0748	Diesel	10,214	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Outside Adjacent to Facility"/10,214(pounds)
29567	AVON PARK FL CO/ADM / 98 JIM RODGERS AVE, AVON PARK, FL 33825	Highlands	7	1. David Bloome / david.bloome@centurylink.com 866-864-2255, 404-210-0748 2. David Bloome for Centurylink / david.bloome@centurylink.com 404-526-6555	Diesel	14,520	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Outside Adjacent to Facility"/14,520(pounds)
35905	PH CITRUS LLC - COOLER / 2600 MARGUERITE ROAD, LAKE PLACID, FL 33852	Highlands	7	1. Matthew Whitley / loxley@agvictus.com 404-895-2793, 678-387-1750 2. Marty Mckenna / marty@mckennabros.com 863-696-2820	Ammonia (anhydrous)	4,000	"Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"Tank storage within enclosed motor room, in a system."/4,000(pounds)
41245	Wedgworth's Inc Lake Placid / 213 SR 70 West, Lake Placid, FL 33852	Highlands	7	1. Aaron Bryson / aaron.bryson@wedgworth.com 8638404153, 863-465-5203 2. Sherida Ridgill / sherida@wedgworth.com 5612619886	Urea Ammonium Nitrate Solution	3,212,000	"Above ground tank"/"Ambient pressure"/"Ambient temperature"/"Tank Farm"/1,600,000(gallons)
41363	Triangle Chemical Company - Lake Placid / 2832 Old State Road #8, Venus, FL 33960	Highlands	7	1. Donnie Ming / dlming@trianglecc.com 863-381-0482, 863-699-5680 2. James Smith / jsmith@safenviroinsinc.com 229-924-9390	Glyphosphate	100,269	"Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"Chemical Warehouse"/(l) "Plastic bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"Chemical Warehouse"/(l) "Tank inside building"/"Ambient pressure"/"Ambient temperature"/"Chemical Warehouse"/(l)
44572	Woodlands of Lake Placid WTP 2 / 1525 US Highway 27 S, Lake Placid, FL 33862	Highlands	7	1. Sharon Purviance US Water Services / spurviance@uswatercorp.net 866-753-8292, 727-919-1548 2. Melisa Rotteveel US Water Services / mrotteveel@uswatercorp.net 727-919-1534	Chlorine	450	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Inside well house building"/450(pounds)
44574	Woodlands of Lake Placid WTP 1 / 1525 US Highway 27 S, Lake Placid, FL 33862	Highlands	7	1. Sharon Purviance US Water Services / spurviance@uswatercorp.net 866-753-8292, 727-919-1548 2. Melisa Rotteveel US Water Services / mrotteveel@uswatercorp.net 727-919-1534	Chlorine	450	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Inside well house building"/450(pounds)
49501	Tomoka Heights Water Plant / 100 Tomoka Blvd N, Lake Placid, FL 33852	Highlands	7	1. Joe Barber / lputilities@mylakeplacid.org 863-441-2075, 863-441-2071 2. Leigh Anne Bemis / compliance@mylakeplacid.org 863-202-1013	Chlorine Gas - (7782-50	4,999	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Outside Storage with 2 150lb cylinders inside building"/1,800(pounds)

Attachment I
Financial Invoice Form
2022-2023 Hazard Analysis Grant Agreement

Recipient: Highlands County

Grant Agreement#: T0198

Deliverable & Invoice Amounts

#	Minimum Performance Requirements	Budget amount per Deliverable		Amount requested by Sub-Recipient
1	No later than November 1, 2022, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and <i>must be approved before</i> invoice is submitted.	40% of HA Agreement Amount	\$667.47	\$667.47
2	No later than March 1, 2023, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and <i>must be approved before</i> invoice is submitted.	40% of HA Agreement Amount	\$667.47	\$667.47
3	No later than June 1, 2023, provide a complete correct copy of the <i>"approved"</i> CAMEO Data Manager file to the LEPC and FDEM with a copy of the transmittal letter.	20% of HA Agreement Amount	\$333.73	\$333.73
TOTAL AMOUNTS:				\$1,668.67

I certify to the best of my knowledge and belief the billed costs are in accordance with the Terms and Conditions of the Hazards Analysis Agreement.

Printed Name and Title

Recipient Signature

Date

Attachment J
2021-2022 Hazard Analysis Checklist
(All HA's must include the following items at minimum.)

Facility Field Information	
☐	Facility Name {per current facility list }
☐	Department field is where the SERC number goes. {Do not add the SERC acronym just the number}
☐	Enter the current Tier II report year
☐	Facility Physical Address
☐	Latitude and Longitude in Decimal Degrees {ex. 30.197, -84.3621}
☐	Facility Phone Number
☐	Facility Emergency Coordinator Name, Title, and 24-hour Emergency Phone Number
☐	Transportation Route(s) {From County Line to the Facility}
☐	Evacuation Route(s) to exit the Vulnerable Zone
☐	Historical Accident Record {If none, please note}
☐	Facility Maximum Occupancy {a minimum of one is required for unmanned facilities}
☐	Facility Page (ID and Regs) (Mark correct 112(r) and Section 302 check boxes, max occupancy, facility manned or unmanned)
Hazard Identification (Chemical in Inventory Field Section) (for each Extremely Hazardous Substance on site)	
☐	Update Chemical in Inventory section for each Extremely Hazardous Substance Present over the TPQ
☐	Enter Chemical Abstract Service (CAS) Number and Proper Chemical Name
☐	Type/Design, Pressure, and Temperature of Container(s) cylinder, battery, ambient etc. (Chemical in Inventory Location field)
☐	Physical State in Storage {ex. mixture, pure, liquid, gas} (Chemical in Inventory Physical State and Quantity field)
☐	Enter max daily, average daily amount in lbs. (Chemical in Inventory Physical State and Quantity field)
☐	Enter amount in Largest Container or Interconnected Containers (Chemical in Inventory Physical State and Quantity field) {this is the amount to be used in the scenario release}
☐	Nature of the Hazard - Physical and Health check boxes {ex. acute, chronic, fire, pressure, etc.} (Chemical in Inventory field)
Vulnerability Analysis (Scenario Fields accessible from each individual EHS Chemical)	
☐	Enter maximum amount in largest container or interconnected containers in the Amount Released field (Scenario) (This amount must be the same as the Chemical in Inventory field Maximum amount in largest container amount)
☐	Enter the concentration percentage in the Concentration field (Scenario Description field)
☐	Enter Release Duration (10 minutes for gases, solids in solution or powders; no entry for liquids is required) (Scenario Description field)
☐	Determine the natural Physical State of each chemical (If you don't know it's often specified in Cameo Chemicals add on module) and enter it into the Scenario Physical description field.)
☐	Weather Information - Use the weather default settings or enter average wind speed (do not enter a value in the Wind from field) Urban or Forest is recommended in the Ground Roughness field. (Scenario Description field.)
☐	Risk Assessment - Rate the Risk, Consequences and Overall Risk of a release occurring {based upon release history etc.} (Scenario Description field)
☐	Extent of Vulnerable Zone {CAMEO automatically calculates Threat Zone Radius when Edit button and Estimate Threat Zone Radius buttons are used} (Scenario Description field)
☐	Enter estimate of Total Exposed Population (Notes area in Scenario)
☐	Enter Critical Facilities {name of critical facility(s) and max occupancy for each; if none, state No Critical Facilities} (Notes area in Scenario)
On-Site Visits, Statements of Determination, and Site Plans (For each Facility within Agreement Period of Performance.)	
☐	Site Visit Certification Form (Upload to attachment section on main Facility Field.)(file name must contain at minimum the SERC number, SV and date. Phone call updates must indicate who made the call, the name of the facility representative spoken to, and the date of call.)
☐	Statement of Determination (SOD) if applicable (Upload to Attachment Section on main Facility Field) {file name must contain at minimum SERC number and proper acronym SOD and date.
☐	Site Plan (SP) (Upload to Attachment Section on on main Facility Field.) {file name must contain at minimum the SERC acronym SP – if SERC number and date. (additional info encouraged but not required.)}
☐	Sufficient Detail to Identify: North Arrow
☐	Location of Major Buildings
☐	Name and Location of Extremely Hazardous Substance(s) (if Extremely Hazardous Substances are co-located, noting EHS is acceptable)
☐	Name and Location of Street(s)) (list the street the facility is on and at a minimum one cross street)
☐	Identify Pertinent Access and Egress Points and other features pertinent to Emergency Response

2021-22 Hazards Analysis Grant Attachment J HA Checklist 10/7/2021

Attachment K
Hazards Analysis Site Visit (SV) Certification Form
2022-2023 Hazards Analysis Grant



FACILITY NAME

STREET ADDRESS, CITY & ZIP CODE

COUNTY

SERC ID #

NAME OF FACILITY REPRESENTATIVE

FACILITY REPRESENTATIVE SIGNATURE

DATE SIGNED

SITE VISIT PERFORMED BY

SITE VISIT DATE

SIGNATURE

The Individuals signing above certify that a Hazards Analysis Site Visit was conducted on the date listed above.

☐ If a telephone update was conducted instead of site visit, please check the box.

NOTES

☐ Check if facility representative was informed about using E-Plan for EPCRA Tier II on-line filing.
(<https://erplan.net/eplan/login.htm>)

Attachment L
Statement of Determination
(Check Only One)

☐ **Exempt from Reporting for Filing Year** _____
(Due to Chemicals Being Removed or Under Threshold for the Filing Year)

☐ **Deregistration**
(Facility Decommissioned)

SITE INSPECTION DATE:

FACILITY NAME: _____

PHYSICAL ADDRESS, CITY & ZIP: _____

LEPC: _____

COUNTY: _____

SERC # _____

SECTIONS 302-303	☐ Extremely Hazardous Substance(s) EHSs WERE present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). AS OF THIS DATE: _____	DATE
	☐ EHSs WERE present on-site during the current filing year but ALL WERE REMOVED AS OF THIS DATE: _____	
	☐ NO EHSs WERE present on-site during the current filing year. ALL EHSs WERE REMOVED AS OF THIS DATE: _____	
SECTIONS 311 - 312	☐ Extremely Hazardous Substance(s) EHSs WERE present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). AS OF THIS DATE: _____	DATE
	☐ EHSs WERE present on-site during the current filing year but ALL WERE REMOVED AS OF THIS DATE: _____	
	☐ NO EHSs WERE present on-site during the current filing year. ALL EHSs WERE REMOVED AS OF THIS DATE: _____	
SECTION 313	☐ Not within covered NAICS Codes.	
	☐ Within covered NAICS Codes, but less than ten (10) employees.	
	☐ Within covered NAICS Codes, but NO Section 313 chemicals WERE present on-site during the current filing year. ALL SECTION 313 CHEMICALS WERE REMOVED AS OF THIS DATE: _____	DATE
	☐ Within covered NAICS Codes, and Section 13 chemicals WERE present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). AS OF THIS DATE: _____	DATE
OTHER	CLOSED FACILITY ☐ YES ☐ NO	CHEMICALS REMOVED ☐ YES ☐ NO
	NEW FACILITY ☐ YES ☐ NO	CHEMICALS BELOW ESTABLISHED TPQs ☐ YES ☐ NO
	FACILITY CLOSED/CHEMICALS REMOVED BY DATE: _____	
		DATE EHS(s) WERE ON-SITE: _____
		DATE EHS(s) EXCEEDED THE ESTABLISHED TPQ: _____

Further Explanation if Necessary:

Certification: (Read and Sign After Completing All Applicable Sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this page,
 and that based on my inquiry of those individuals responsible for obtaining the information,
 I believe that the submitted information is true, accurate, and complete.

 Printed Name of Owner/Operator OR Owner/Operator's Authorized Representative

 Signature

 Date Signed

By signing this Form, I certify to the best of my knowledge and belief that the information reported is in accordance with the
 Terms and Conditions of the Hazards Analysis Agreement.

 Signature of LEPC Coordinator/County Official or Authorized Representative

 Date Signed

Attachment M

Close-Out Report Form

2022-2023 Hazard Analysis Grant Agreement

This form should be completed and submitted to the Division no later than sixty (60) days after termination date of the Agreement.

SUB-RECIPIENT: _____

Grant Agreement #: _____

Agreement Amount: _____

\$1,668.67

For Each Deliverable, Enter the Award Amount from Attachment A - Budget and Scope of Work.

<i>Cost Category</i>	<i>HA Agreement Deliverable Amounts</i>	<i>Date or Quarter Completed</i>	<i>Total Amount Paid Per Deliverable</i>
Deliverable 1	\$667.47	3/27/2023	\$667.47
Deliverable 2	\$667.47	4/3/2023	\$667.47
Deliverable 3	\$333.73	4/12/2023	\$333.73
Total Deliverables Amount:	1668.67	Total Paid for Completed Deliverables:	1668.67

HA Agreement Amount:	\$1,668.67
Amount Previously Paid:	1668.67
Unused Balance:	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the Terms and Conditions of the State-Funded Hazards Analysis Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise as proscribed by law.

Recipient Printed Name & Title

Recipient Signature

Date Signed

FDEM Grant Manager Signature

Date Signed

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Corey Amundsen, Emergency Manager

SUBJECT/TITLE: Request adoption of Resolution 22-23-150 for Budget Amendment 22-23-128 for the 2022-2023 Hazard Analysis Grant.

STATEMENT OF ISSUE

The Hazard Analysis grant from the Florida Department of Emergency Management is an annual grant that is awarded for inspections of hazardous facilities throughout the county. It is used to support staff's salary for their time in going out to inspect facilities requested by the state.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-150 for Budget Amendment 22-23-128 for the 2022-2023 Hazard Analysis Grant.

FISCAL IMPACT

The fiscal impact is an increase to fund 005 (General) and the overall budget is increasing for FY 22-23. This budget amendment is recognizing additional revenue in the amount of \$1,668.67 in Fund 005, cost center 3991 (Emergency Management), and project 22065 (Hazard Analysis Grant 22-23).

Attachments: [22-23-128 Proj 22065 Hazard Analysis Grant 22-23 \(BA\).pdf](#)
[22-23-128R Proj 22065 Hazard Analysis Grant 22-23 \(Resolution\).pdf](#)

REVIEWED
O.M.B DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

SUBMITTED BY: **Corey Amundsen**

RESOLUTION NO. 22-23-150

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-128 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-128 is hereby approved and authorized to appropriate State Grant awarded funding for Hazard Analysis Grant Project #22065 for FY22/23. The net fiscal impact is an increase in the amount of \$1,668.67.

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of August 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of Recreation Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities.

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 20, 2022 for a total of \$330,000 for FY 22/23 recreation reimbursements for the municipalities: \$110,000 for Sebring, \$110,000 for Avon Park and \$110,000 for Lake Placid.

Now, we are bringing before the Board the Recreation Interlocal for the City of Avon Park.

RECOMMENDED ACTION

Move to approve the Recreation Interlocal Agreement between Highlands County, Florida and the City of Avon Park for Operation and Maintenance of the Recreational Facilities.

FISCAL IMPACT

There is a fiscal impact of \$110,000 for the City of Avon Park, as this Recreation Interlocal Agreement was approved in the Adopted Budget for FY 22/23 to be reimbursed.

Attachments: [Avon Park Rec Interlocal FY23 9.7.23.pdf](#)

**INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE CITY OF AVON PARK FOR OPERATION AND MAINTENANCE OF
RECREATIONAL FACILITIES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as "Interlocal Agreement") is made by and between the CITY OF AVON PARK, 110 East Main Street, Avon Park, FL 33825, hereinafter referred to as the "CITY", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

WHEREAS, the City and County cooperate and work together for the purpose of funding for the maintenance and operation of certain recreational facilities; and

WHEREAS, Florida Statute Section 163 authorizes the City and County to enter into such an interlocal agreement; and

WHEREAS, the CITY and County have determined that it is their best interest to enter into an interlocal agreement for the purpose of allocating the funds necessary for maintenance of the designated recreational;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the CITY and the COUNTY hereby agree as follows:

The following terms used in this Interlocal Agreement are defined as follows:

- A. "Maintenance" means all reasonable and necessary costs of custodial and groundskeeping services and normal repairs to facilities, including materials used by and salaries and benefits of staff performing custodial and groundskeeping services. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.
- B. "Operation" means costs associated with providing the facility for public use, such as utilities (water, sewer, electric, etc.) and operating supplies. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to

vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.

- C. "Pass-through programs" means any programs or services provided by vendors that contract with the CITY to provide programs or services other than maintenance services. This includes vendors that receive financial assistance for providing programs.
- D. "Capital expenditure" means any expenditure for any item or group of similar items costing more than \$1,000.00.

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

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for the maintenance and operation of recreational facilities located within the CITY and used by CITY and COUNTY residents.

3. Procurement. The parties agree that, where applicable, the CITY shall be responsible for all bidding, contracting and supervision of any outside vendors. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The CITY is responsible for obtaining all permits, licenses, agreements, leases, etc. required for these purposes.

4. Terms.

- A. The CITY maintains public recreation facilities located in the incorporated area of the CITY. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the CITY. The CITY has requested that the COUNTY assist the CITY in providing the funding required to operate and maintain the public recreation facilities listed on Exhibit "A" to this Agreement during its fiscal year ending September 30, 2023.
- B. The COUNTY agrees to obligate and make available to the CITY up to \$110,000 to be used for actual operation and maintenance expenditures as provided in the CITY adopted recreation budget as contained in Exhibit "B" for the recreation facilities listed on Exhibit "A".
- C. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.

5. Accounting. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Terminate. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:

- A. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.
- B. Require all contractors and subcontractors working on behalf of the CITY on projects that will be submitted for reimbursement pursuant to this Interlocal Agreement to: (i) include, and to require the inclusion of, this paragraph 16, substituting the name of the contractor or subcontractor for the word CITY, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Interlocal Agreement and (ii) supply to the CITY documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

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

10. Indemnification and Sovereign Immunity.

- A. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the COUNTY harmless

from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.

- B. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the COUNTY agrees to be liable for any and all damages, losses, and expenses incurred by the CITY, caused by the acts and/or omissions of the COUNTY arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the COUNTY, the COUNTY shall defend and hold the CITY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Agreement or any future modifications hereof.
- C. The COUNTY and the CITY expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY or CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Entire Agreement. This Agreement, and any amendments hereto, constitutes 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.

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

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

CITY: CITY of AVON PARK
 Attention: City Manager
 110 East Main Street
 Avon Park, Florida 33825

13. 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.

14. 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.

15. 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.

16. 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. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

17. 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.

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

(Signatures on following page)

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

DATED this _____ day of _____, 2023.

HIGHLANDS COUNTY, a political
subdivision of the State of Florida

By: _____
Chris Campbell, Chairperson

Attest:

Jerome Kaszubowski, Clerk

DATED this 14th day of August, 2023

CITY OF AVON PARK

By: _____
Garrett Anderson, Mayor

Attest:

Christie C. Keen
Christian Hardman, City Clerk



Exhibit "A"



City of Avon Park, Recreation and Parks List

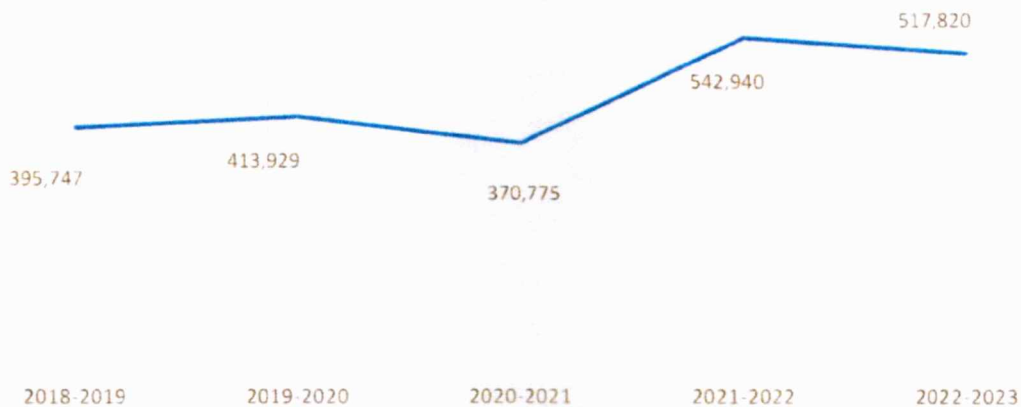
<u>Title</u>	<u>Address</u>
Aline McWhite Playground	240 East Hal McRae Blvd.
Donaldson Park	109 E Main Street
Durrah Martin Complex	620 South Self Ave
Head Field Complex	Located at W Winthrop Street
Lake Tulane Park	200 W Shoreline Drive
Lucy Derkman Softball Complex	705 W Winthrop
Martin Luther King Jr. Memorial Field	207 E State Street
Senior Activities Club	109 E Main Street
Tennis Courts	109 E Main Street
Walnut Street Park	100 S Glenwood



Parks & Recreation

Description: The Parks and Recreation Department is committed to providing the citizens of Avon Park with safe and enjoyable parks and facilities that enhance the overall quality of life and promote a sense of community

Department	Total Expense
Parks	369,210
Culture & Recreation	12,000
Recreation	102,910
Community Center	33,700
Total Operating Expense	517,820
Capital	382,780
Total	900,600





Parks

	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23
EXECUTIVE SALARIES	4,145	3,132	7,427		
REGULAR SALARIES & WAGES	33,050	51,436	75,225	119,640	111,200
OVERTIME	2,268	3,572	2,285	3,000	2,450
FICA	3,008	4,414	6,174	9,390	9,030
LIFE INSURANCE	254	390	580	770	850
UHC	6,746	9,359	9,803	22,440	22,220
WORKER'S COMP		3,995	8,016	5,000	9,440
OTHER CONTRACTUAL SERVICE	-	300	1,231	75,000	10,000
PRE-EMPLOYMENT			96	200	200
COMMUNICATIONS SERVICES	716	1,107	881	1,560	1,140
TRAINING SCHOOLS	-	529	-	400	400
GASOLINE	1,488	1,182	1,788	2,500	2,500
DIESEL	1,278	848	665	1,500	1,500
ELECTRICITY	2,688	3,264	3,084	3,600	3,720
ANOKA-SOFTBALL FIELD	810	792	887	960	1,200
DURRAH MARTIN	5,588	6,165	8,161	10,500	9,200
MEMORIAL FIELD-FOOTBALL	5,807	6,579	6,588	8,400	7,110
ALINE MCWHITE PLAYGROUND	292	231	233	400	360
LAKE TULANE	227	178	209	300	360
WATER	10,869	17,705	11,321	18,000	14,000
DURRAH MARTIN	2,446	2,444	4,412	4,500	3,000
ANOKA-SOFTBALL FIELD	2,187	2,883	3,244	3,600	2,800
WATER DONALDSON PARK	337	588	421	2,100	6,000
MEMORIAL FIELD-FOOTBALL	111	146	119	150	240
ALINE MCWHITE PLAYGROUND	895	906	961	1,000	1,000
PROPERTY & OTHER INS	11,765	10,707	12,379	12,000	17,460
BUILDINGS REP & MAINT	8,091	150	896	3,750	1,000
VEHICLES REP & MAINT	1,783	2,138	2,511	3,000	3,000
MACHINERY REP & MAINT	2,508	1,522	788	2,000	11,000
MALL MAINTENANCE	15,733	7,157	2,290	10,000	10,000
LAKE MAINTENANCE	1,591	800	832	1,500	2,000
LAKE TULANE	442	-	2,259	2,000	2,000
SPRINKLERS	-	622	4,203	4,750	5,000
BALL PARK MAINTENANCE	49,849	53,720	57,030	52,000	62,000
PLAYGROUND MAINT.	400	400	-	600	600



Parks (Continued)

	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23
TENNIS COURT MAINTENANCE	-	498	-	600	600
MEMORIAL FOOTBALL FIELD	676	385	40	1,000	1,000
DONALDSON PARK MAINT	1,544	1,238	2,221	1,000	2,500
DURRAH MARTIN FIELD	3,034	3,876	5,431	6,000	7,000
ANOKA SOFTBALL FIELD	34	-	273	700	700
ADVERTISING EMP.	-	-	-	80	80
OFFICE SUPPLIES	-	-	194	200	200
OPERATING SUPPLIES	1,172	4,366	1,515	1,000	1,500
JANITORIAL SUPPLIES	3,769	5,353	3,221	2,000	4,000
UNIFORMS	685	2,951	1,308	1,500	2,000
TOTAL PARKS	192,282	223,356	259,662	412,950	369,210

Capital

Paid from Infrastructure Funds, General Fund Revenue and Grants

\$ 250,000	Community Center Roof Replacement
\$ 400,000	Durrah Martin Park Improvements
\$ 200,000	MLK Jr. Sports Complex Improvement
\$ 16,840	Lucy Derkman Softball Complex Roofs
\$ 23,050	Toro Sand Pro
\$ 39,460	Vermeer Bruch Chipper
<u>\$ 3,430</u>	Walk-Behind Floor Scrubber
 <u>\$ 932,780</u>	 Total Transportation/Streets Capital

Total amount from General Fund and Grant Revenues = \$382,780

Total amount from Infrastructure Fund Revenues = \$550,000



Culture & Recreation

	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23
NOT FOR PROFIT DONATION	6,850	12,125	5,000	12,000	12,000
TOTAL CULTURE & RECREATION	6,580	12,125	5,000	12,000	12,000

Recreation

	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23
REGULAR SALARIES & WAGES	4,914	7,352	7,842	8,360	14,580
OVERTIME	22	82	-	500	-
FICA	373	563	548	640	1,010
RETIREMENT CONTRIBUTIONS	412	664	749	990	1,750
LIFE & HEALTH INSURANCE	29	46	43	50	90
UHC	767	1,117	838	1,040	2,230
WORKER'S COMP	-	243	220	-	260
OTHER CONTRACTUAL SERVICE	6,461	8,531	5,907	6,280	-
COMMUNICATIONS SERVICES	553	626	660	920	840
POSTGAGE	-	612	0	200	200
ELECTRICITY	19,992	18,808	21,014	20,400	21,650
WATER	2,095	1,979	2,037	2,400	2,400
PROPERTY & OTHER INS	34,226	30,470	36,105	35,000	50,900
BUILDINGS REP & MAINT	97,855	85,123	1,552	7,190	5,000
MACHINERY REP & MAINT	336	-	-	1,000	1,000
OPERATING SUPPLIES	-	41	-	790	1,000
TOTAL RECREATION	168,035	156,256	77,155	88,670	102,910





Community Center

	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23
OTHER CONTRACTUAL SERVICE	652	553	588	800	600
COMMUNICATIONS SERVICES	538	626	660	820	720
ELECTRICITY	9,083	7,595	8,430	9,600	9,600
WATER	464	3,455	3,485	3,600	3,600
INSURANCE/ COMM. CTR.	7,487	6,246	7,221	7,000	10,180
BUILDINGS REP & MAINT	4,197	2,776	6,603	5,000	6,000
LAWN MAINTENANCE	-	-	-	1,240	1,500
OPERATING SUPPLIES	1,709	942	1,971	1,260	1,500
TOTAL COMMUNITY CENTER	28,580	22,193	285,598	29,320	33,700



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the July 3, 2023 Regular Meeting of the Board and the July 11, 2023 Special Board Budget Workshop.

RECOMMENDED ACTION

Move approval of the minutes from the July 3, 2023 Regular Meeting of the Board and the July 11, 2023 Special Board Budget Workshop.

Attachments: [070323REG.pdf](#)
[071123SPBUDGETWKSHP.pdf](#)

REGULAR MEETING OF THE BOARD, JULY 03, 2023

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

Commissioner Chris Campbell
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Arlene Tuck
Commissioner Don Elwell

Also, present: Laurie Hurner, County Administrator; Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

This meeting, previously scheduled for July 6, 2023, was properly advertised and posted on the official bulletin board. A copy of the advertisement was provided to the Clerk to become part of the permanent record. ***See Proof of Publication file.***

2. INVOCATION

The meeting opened with a prayer led by Pastor Chris Snider, with the First Baptist Church of Avon Park.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Stephanie Ridley, Highlands County Assistant Veteran Services Officer.

4. ANNOUNCEMENTS

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

The Veterans Advisory Board will hold a regular meeting at 3:30 p.m., on Thursday, July 6, 2023, in the Veteran Services Office, 7209 S. George Blvd., Sebring, FL.

The Highlands County Board of County Commissioners will hold a special workshop meeting on the Capital Financial Strategy and the budget for the Board departments at 9:00 a.m., on Tuesday, July 11, 2023, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Florida Department of Economic Opportunity will hold a Public Workshop regarding the CDBG-DR federal funding for Hurricanes Ian & Nicole at 12:00 p.m., on Tuesday, July 11, 2023, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will have a meeting at 3:00 p.m., on Tuesday, July 11, 2023, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m., on Tuesday, July 11, 2023, at South Florida State College in the University Center Auditorium & Lobby, 600 College Dr., Avon Park, FL.

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m., on Thursday, July 13, 2023, at the Lake Placid Government Center, 1069 US 27 N., Lake Placid, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**A. Recognition of Promotions for FF/EMT Brandon Poynor to Lieutenant FF/EMT on June 29, 2023.**

Chief E. Laney Stearns, Public Safety Director, presented a letter of promotion and new helmet to Lieutenant FF/EMT Brandon Poynor. Lt. Poynor's brother pinned him with his new badge. The Commission congratulated Lt. Poynor on his promotion. **See SMB 152 Page 117.**

7. PUBLIC COMMENT

Linda Kelley came before the Commission to express her concerns with the two-lane roads in Venus on CR 731, the grass not being mowed, and the bridge over Fisheating Creek. Commissioner Tuck stated she has already assisted her with contacting the Road & Bridge Department. Commissioner Tuck and Commissioner Roberts expressed their concerns.

Jonathan Harrison, Road & Bridge Director, and J.D. Langford, County Engineer, addressed questions and concerns raised by Ms. Kelley, Commissioner Tuck, and Commissioner Roberts.

Glenn Paraday came before the Commission to express his gratitude to the commissioners and county administrator for all they do for the county.

8. CONSENT AGENDA

Chairman Campbell entertained a motion to accept the consent agenda as presented.

Commissioner Tuck moved approval to accept the consent agenda as presented. Commissioner Kirouac seconded the motion.

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

- A. Request acceptance of the 2023 Duke Energy Economic Development strategy, marketing and/or research grant allocation in the amount of \$25,000 and adoption of Resolution 22-23-131 for Budget Amendment 22-23-111 to set up Project 22073. See Res. Book 34 Page 145 & SMB 152 Page 118.**
- B. Request approval of a letter of support for the Central Florida Regional Planning Council's grant application with the Florida Department of Economic Opportunity (DEO). See SMB 152 Page 119.**
- C. Request approval of a three (3) year renewal of the contract between Highlands County and OpenGov Inc. for the asset management software. See OpenGov Inc.(formerly Cartegraph Systems Inc.) file.**
- D. Request approval of a three (3) year agreement for professional services with Public Consulting Group, Inc. in connection with the Public Emergency Medical Transport Program (PEMT) for Medicaid. See Agency for Health Care Administration file.**
- E. Request approval of the Mining Reclamation Surety Bond between Highlands County and Excavation Point, Inc. See Excavation Point, Inc. file.**
- F. Request approval of Budget Amendment 22-23-110 to realign Sheriff budgeted funds within the General Fund. See SMB 152 Page 120.**

- G. **Request approval of the 2nd Amendment and Reinstated Agreement between the Highlands County Sheriff's Office and Highlands County.** *See Sheriff's Office file.*
- H. **Request approval of Budget Amendment 22-23-113 to reallocate funds within Fund 110 for the purchase of a Trimble digital level and Topcon Reflectorless Total Station for the survey department.** *See SMB 152 Page 121.*
- I. **Request approval of Budget Amendment 22-23-114 to reallocate funds within Fund 151 for the preparation of the construction plans for Project #22051 (2nd Floor Annex Remodel).** *See SMB 152 Page 122.*
- J. **Request approval of Budget Amendment 22-23-115 to reallocate funds within Judicial Technology cost center.** *See SMB 152 Page 123.*
- K. **Request approval of the minutes from the May 16, 2023 Regular Meeting of the Board.** *See Clerk of Court's website.*
- L. **Request to rename Fincher Trail to Courage Court.** *See SMB 152 Page 124.*
- M. **Request adoption of Resolution 22-23-132 approving the Emergency Preparedness and Assistance (EMPA) Grant.** *See Res. Book 34 Page 146 & Emergency Management Grant and Agreement file.*
- N. **Request approval of Budget Amendment 22-23-116 to provide additional funding for cost center 5105, Ambulance Service 005.** *See SMB 152 Page 125.*
- O. **Request adoption of Resolution 22-23-133 for Budget Amendment 22-23-117 to set up a budget for the Critical Infrastructure Department.** *See Res. Book 34 Page 147 & SMB 152 Page 126.*

9. COMMITTEE ASSIGNMENTS:

- A. **Request appointment of Elizabeth Worley of Sebring International Raceway as a regular member to the Tourist Development Council with term expiring May 2025, fulfilling the Tourism Interest vacancy.**

Leah Sauls, Development Services Director, presented the request and addressed questions raised by the Commission.

Commissioner Kirouac moved approval to appoint Elizabeth Worley of Sebring International Raceway as a regular member to the Tourist Development Council with term expiring May 2025, fulfilling the Tourism Interest vacancy. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 127.**

10. PUBLIC HEARING

No public hearings.

11. ACTION AGENDA

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

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

- A. **Request to approve Budget Amendment 22-23-112 for additional funding for the Sebring Falls ditch**

cleanout.

Clinton Howerton, Jr., Critical Infrastructure Division Director, and Mitchell Thomas, Critical Infrastructure Project Manager, presented the request and addressed questions raised by the Commission.

Commissioner Kirouac stated he has been heavily involved with Sebring Falls and stated a huge progress has been made. He commended Engineering, Mr. Howerton, Mr. Thomas, and the commissioners for their continued support with this project.

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

Commissioner Kirouac moved approval of Budget Amendment 22-23-112 for additional funding for the Sebring Falls ditch cleanout. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 152 Page 128.**

B. Request approval to purchase a used 2011 Alexis Spartan Custom Heavy Rescue Truck.

Chief E. Laney Stearns, Public Safety Director, presented the request.

Chief Stearns, Laurie Hurner, County Administrator, and Tanya Cannady, Business Services Director, addressed questions and concerns raised by the Commission.

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

Commissioner Roberts moved approval of the purchase of a used 2011 Alexis Spartan Custom Heavy Rescue Truck. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Highlands County Fire Rescue file.**

12. COUNTY ADMINISTRATOR & LEGAL**A. County Attorney Status Report.**

County Attorney Sherry G. Sutphen presented the County Attorney Status Report as of June 23, 2023, and wished everyone a safe and happy 4th of July holiday. **See SMB 152 Page 129.**

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

County Administrator Laurie Hurner presented the Commissioner's Priorities and Project Status Report as of June 21, 2023. **See SMB 152 Page 130.**

In response to Commissioner Tuck's request for changes to the Commissioner's Priorities and Projects, Ms. Hurner informed the Commission that a workshop has been tentatively scheduled for August 29, 2023 at 9:00 a.m., and to notify her if anyone is unable to attend.

Ms. Hurner reminded everyone county offices will be closed tomorrow in observance of the Fourth of July holiday.

C. Summary Presentation of the FY 2023/2024 Recommended Budget.

David Nitz, OMB Manager, and Valerie Fleeger, Sr. Budget Analyst, presented a brief summary of the FY 2023-2024 recommended budget. **See SMB 152 Page 131.**

Mr. Nitz and the County Administrator addressed questions raised by the Commission.

The Commission expressed their concerns.

Chairman Campbell and the County Administrator thanked Mr. Nitz and Ms. Fleeger for their presentation.

13. COMMISSIONERS

Commissioner Roberts stated Charlotte County Commissioner Bill Truex was recently elected president of the Florida Association of Counties and shared that challenge coins were handed out, promoting Charlotte County and its Purple Heart community. Commissioner Roberts expressed his desire for Highlands County to be a Purple Heart community.

Commissioner Roberts commented on the annual Florida Association of Counties conference he attended and shared he and Commissioner Kirouac certified county commissioners.

Commissioner Kirouac thanked Commissioner Roberts for his comments and congratulated Commissioner Roberts for graduating and receiving Advanced County Commissioner I & II certifications.

Commissioner Kirouac wished everyone a happy and safe Fourth of July and asked everyone to remember what this holiday truly means. He also congratulated the recently crowned Youth World Reining Horse Champion, Kaleigh Howerton, and her family for all the support they have given her.

Commissioner Tuck also wished everyone a happy and safe Fourth of July, and stated the entire Commission is now certified through the Florida Association of Counties.

Commissioner Tuck also commented on the Florida Association of Counties conference she attended and congratulated Clinton Howerton, Jr., who is now the president of the Florida Association of Engineers. Commissioner Tuck shared Mr. Howerton was sworn in by Commissioner Roberts.

Commissioner Elwell commented on the events happening over the Fourth of July holiday: Sun 'N Lakes of Sebring has an evening festival tonight with a great show of fireworks; Avon Park has an all-day festival tomorrow starting at 12:00 p.m. at Donaldson Park, leading up to the fireworks at 9:00 p.m.; Highlands Lakeside Theatre has a patriotic review tomorrow at 11:00 a.m., 1:00 p.m., and 3:00 p.m.

Commissioner Elwell announced today is Commissioner Kirouac's birthday and wished him a Happy Birthday.

Chairman Campbell thanked Commissioner Roberts for chairing the June 30, 2023 Special Meeting of the Board and wished everyone a happy and safe Fourth of July holiday.

14. INFORMATIONAL

A. Board payables from June 20, 2023 to July 2, 2023. See Check Reports file.

15. ADJOURN

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

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting was adjourned at 10:39 a.m.

**SPECIAL MEETING OF THE BOARD, JULY 11, 2023
WORKSHOP ON THE PROPOSED FY 2023/2024 BUDGET
TO CONSIDER THE CAPITAL FINANCIAL STRATEGY (CFS)
AND THE BOARD DEPARTMENTS**

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

**Commissioner Chris Campbell
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac**

**Commissioner Arlene Tuck
Commissioner Don Elwell**

Also, present: Nick Sawyer, Deputy County Administrator/Chief of Staff; Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

County Administrator Laurie Hurner joined the meeting at 9:49 a.m.

This meeting was properly advertised and posted on the official bulletin board. Proof of said notice was provided to the Clerk to become part of the permanent record. **See Proof of Publication file.**

2. INVOCATION

The meeting opened with prayer led by Commissioner Kevin J. Roberts.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairman Chris Campbell.

4. WORKSHOP:

A. Workshop to consider the proposed FY 23/24 Recommended Budget for the Board Departments.

David Nitz, OMB Manager, and Valerie Fleeger, Sr. Budget Analyst, presented the proposed FY 23/24 Recommended Budget for the Board Departments. **See SMB 152 Page 132.**

BOARD GENERAL FUND:

– **Mandatory Components**

Regarding the FY 23/24 recommended budget for HCRA (\$412,312), Mr. Nitz addressed questions raised by Commissioner Roberts.

Regarding the current FY 22/23 budget for HCRA (\$100,000), Mental Health (\$530,865), and Others (\$314,838), Mr. Nitz addressed questions raised by Commissioner Tuck.

– **Outside Agencies**

Regarding the FY 23/24 recommended budget for Recreation-Municipalities (\$330,000), Mr. Nitz addressed questions raised by Commissioner Campbell.

– **Transfers to Other Funds**

Mr. Nitz addressed the new State Court Facilities (Fd 176) for FY 23/24 and stated the Board's contribution is 50% of the \$321,000 budget with the FY 23/24 recommended budget of \$159,702.

Regarding the FY 23/24 recommended budget for Legal Aid (Fd 177B / \$43,150) and fees, Mr. Nitz and Jerome Kaszubowski, Clerk of Courts, addressed questions raised by Commissioner Roberts.

– **General Fund – Position Requests**

Mr. Nitz addressed questions raised by Commissioner Kirouac and Commissioner Tuck.

SCHEDULED BUDGET MEETINGS:

Mr. Nitz stated Commissioner Elwell had requested to have the adoption of the millage rate after the Constitutional Officers and Outside Agencies Workshop on July 18, 2023. Mr. Nitz recommended moving this portion to the August 1, 2023 Regular Board meeting and stated it would still be within the trim guideline.

BOARD DEPARTMENTS:

– **2101 – BOARD OF COUNTY COMMISSIONERS**

The Commission concurred to reduce \$2,000 from the Travel/Per Diem expenditure for FY 23/24.

– **2103 – COUNTY ATTORNEY**

No changes.

– **2104 – COUNTY ADMINISTRATOR**

The County Administrator and Commission concurred to reduce \$2,000 from the Travel/Per Diem expenditure for FY 23/24.

– **2109 – PUBLIC INFORMATION**

No changes.

– **2100 – BUSINESS SERVICES**

No changes.

– **2105 – COUNTY AUDITS / CPA**

No changes.

– **2106 – OFFICE OF MANAGEMENT / BUDGET (OMB)**

No changes.

– **2107 – HUMAN RESOURCES**

No changes.

– **2108 – NAV ASSESSMENTS**

No changes.

– **2111 – CENTRAL SERVICES**

The Commission expressed their concerns on a study for Impact Fees.

Chairman Campbell stated this will come back as an agenda item at a future meeting for further discussion.

– **2558 – PURCHASING**

No changes.

– **6102 – PARKS DEPARTMENT**

No changes.

– **6105 – SPORTS COMPLEX**

No changes.

– **6103 – FLORIDA BOATING IMPROV PROGRAM**

No changes.

– **2672 – FACILITIES MANAGEMENT**

No changes.

– **1031 – COURTHOUSE FACILITIES**

No changes.

– **1031B – STATE COURT FACILITIES**

No changes.

– **5200 – COMMUNITY PROGRAMS CENTER**

No changes.

– **2991 – VETERAN SERVICE OFFICE**

No changes.

– **3995 – CHILDREN'S ADVOCACY CENTER**

No changes.

– **5229 – HEALTHY FAMILIES HIGHLANDS**

No changes.

– **5330 – COMMUNITY PROGRAM SERVICES**

No changes.

– **6208 – HEARTLAND LIBRARY COOPERATIVE**

No changes.

– **6209 – LIBRARIES – AVON PARK**

No changes.

– **6210 – LIBRARIES - SEBRING**

No changes.

– **6211 – LIBRARIES – LAKE PLACID**

No changes.

– **6212 – LIBRARIES - COUNTYWIDE**

No changes.

– **5366 – STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) ADMINISTRATION**

No changes.

– **5367 – STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM**

No changes.

– **4100 – COUNTY ENGINEER**

No changes.

– **4101 – ENGINEERING SERVICES**

No changes.

– **4105 – TRAFFIC OPERATIONS**

No changes.

– **4500 – CRITICAL INFRASTRUCTURE (CI) - EXECUTIVE**

No changes.

– **4501 – CRITICAL INFRASTRUCTURE (CI) - OPERATIONS**

No changes.

– **4998 – GEOGRAPHIC INFORMATION SYSTEM (GIS)**

No changes.

– **4210 – REFUSE DISPOSAL SYSTEM**

No changes.

– **4215 – LANDFILL CLOSURE PROGRAM**

No changes.

– **4218 – REFUSE COLLECTION PROGRAM**

No changes.

– **4200 – ROAD & BRIDGE ADMIN**

No changes.

– **4201 – ROAD & BRIDGE SERVICES**

No changes.

– **4103 – BRIDGE & CONCRETE**

No changes.

– **4104 – MAINTENANCE SHOP & WAREHOUSE**

No changes.

– **4106 – ROW MAINTENANCE**

No changes.

– **4108 – COUNTY SHELL PIT**

No changes.

– **4230 – ASPHALT PLANT**

No changes.

– **6303 – NATURAL RESOURCES**

No changes.

– **6304 – COOPERATIVE AQUATIC PLANT PROGRAM**

No changes.

– **3200 – PUBLIC SAFETY**

No changes.

– **3215 – FIRE SAFETY**

No changes.

– **3217 – FIRE ASSESSMENTS**

No changes.

– **3218 – SPECIAL OPERATIONS**

No changes.

– **5105 – EMERGENCY MEDICAL SERVICES (EMS)**

No changes.

– **3991 – LOCAL EMERGENCY MANAGEMENT**

No changes.

– **3994 – INTERGOVT RADIO COMMUNICATIONS PROGRAM**

No changes.

– **3998B – COMMUNICATIONS PROGRAM**

No changes.

– **3400 – DEVELOPMENT SERVICES**

No changes.

– **2700 – COUNTY PLANNING & ZONING DEPARTMENT**

No changes.

– **6213 – HISTORIC PRESERVATION**

No changes.

– **3439 – CODE ENFORCEMENT**

No changes.

- **6306 – NUISANCE ABATEMENT**

No changes.

- **2810 – OFFICE OF ECONOMIC DEVELOPMENT**

No changes.

- **3440A – BUILDING DEPARTMENT**

No changes.

- **5301 – TOURIST DEVELOPMENT - OPERATIONS**

No changes.

- **5305 – TOURIST DEVELOPMENT – MKTG & PROMOTION**

No changes.

- **5306 – TOURIST DEVELOPMENT – LAKES**

No changes.

- **5307 – TOURIST DEV. PROMOTE / ADVERTISE LAKES**

No changes.

- **5309 – TOURIST DEV. ASSET DEVELOPMENT / ENHANCEMENT**

No changes.

- **6302 – COUNTY EXTENSION**

No changes.

B. Workshop to consider the proposed Capital Financial Strategy (CFS) for FY 23/24.

David Nitz, OMB Manager, Valerie Fleeger, Sr. Budget Analyst, and Laurie Hurner, County Administrator, presented the proposed Capital Financial Strategy (CFS) for FY 23/24 and addressed questions raised by the Commission. **See SMB 152 Page 133.**

- **PUBLIC SAFETY**

Regarding the CFS Capital Budget Summary on Public Safety's vehicles, Chief Stearns and Ms. Hurner addressed questions and concerns raised by Commissioner Elwell and Commissioner Campbell.

Regarding the response time and need for additional EMS vehicles in Lake Placid, Chief Stearns addressed concerns raised by Commissioner Roberts and Commissioner Campbell.

- **TRANSPORTATION**

Regarding Schumacher Road, Commissioner Kirouac stated he met with Jonathan Harrison, Road & Bridge Director, and Clinton Howerton, Jr., Critical Infrastructure Director, to express his concerns with the volume of traffic, construction, and new homes being built in the Sun 'N Lake (Sebring) area. Commissioner Kirouac stated this should be a high priority item and the Board needs to take a hard look at Schumacher Road in creating an additional entrance and exit to Sun 'N Lake of Sebring.

Commissioner Kirouac requested, for consideration, additional funding to the CFS to be able to pave Schumacher Road and have funding in place by FY 24-25 to proceed with paving at least halfway down the road. He stated the

Sun 'N Lake of Sebring Improvement District Board of Supervisors will pay to extend Cortez out to meet Schumacher Road. The Commission addressed questions and staff addressed their concerns.

Commissioner Campbell stated this will be brought back to the Board for further discussion as an agenda item on the August 1, 2023 Board meeting.

– **RESERVE FOR CONTINGENCY – CAPITAL BUDGET**

Commissioner Tuck stated she would like to see the Board form some kind of trust fund for repair and maintenance of roads.

Commissioner Elwell stated alternative funding sources will be very important and should be considered in the study, as the gas taxes continue to dwindle, and the county's needs and costs are going up.

– **IMPACT FEE STUDY**

Ms. Hurner requested clarification from the Board as to whether they would like to move forward with an RFP for the impact fee study. Chairman Campbell gave direction to move forward with an RFP with a scope of what is covered, and a cost breakdown, for the Board to choose.

5. PUBLIC COMMENTS

No participants.

6. ADJOURN

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

Chairman Campbell called for those in favor. The ayes have it and the motion carries.

The meeting was adjourned at 11:40 a.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 9/7/23

PRESENTER: Laurie A. Hurner, County Administrator
Sherry Sutphen, County Attorney

SUBJECT/TITLE: Florida 911 Region 6 Next Generation 9-1-1 Project Grant Acceptance

STATEMENT OF ISSUE

The Charlotte BOCC, Collier BOCC, Desoto BOCC, Glades BOCC, Hardee BOCC, Hendry BOCC, Highlands BOCC, Lee BOCC, Okeechobee BOCC, and Monroe CoWlty encompass a portion of the 911 Region 6, as designated by the Florida Department of Management Services (DMS) for the purposes of establishing regional 911 initiatives. Emergency incidents and disasters do not recognize county boundaries. Additionally, the legacy routing of 9-1-1 calls, built around landline telephone technology does not route cellular callers to the authorities based on their physical location. A large majority of calls for assistance now come from cellular callers. This MOU serves to further the 2019 legislative initiative of HB 441 that subsequently created FS 365.177, "Transfer of [emergency] calls between systems." Each Party to this MOU recognizes the need to move toward NG911 and allow for improved 9-1-1 services across jurisdictional boundaries. Each BOCC agrees to participate. This MOU will establish the framework through which each Party will collaborate to implement the Project. Specifically, the Parties desire to plan, operate and maintain a shared NG911 Network and critical components and services necessary to ensure the most accurate and efficient routing of 911 calls. This may include, but is not limited to, an Emergency Services IP Network (ESinet), Core Services, GIS data accuracy, GIS data aggregation, and Cybersecurity.

RECOMMENDED ACTION

Move to approve retroactively the Florida 911 Region 6 Next Generation 9-1-1 Project Grant originally signed 8/1/2022.

FISCAL IMPACT

No fiscal impact.

Attachments: [SO 911 Region 6 MOU Endorsements to date 2_9_23.pdf](#)

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING A JOINT REGIONAL NEXT GENERATION
911 ROUTING PROJECT BETWEEN CHARLOTTE
COUNTY BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY BOARD OF COUNTY
COMMISSIONERS, DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS, GLADES COUNTY BOARD
OF COUNTY COMMISSIONERS, HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS, HENDRY
COUNTY BOARD OF COUNTY COMMISSIONERS,
HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS, LEE COUNTY BOARD OF COUNTY
COMMISSIONERS, MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS, AND OKEECHOBEE
COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, this memorandum of understanding ("MOU") is made and entered into by and between Charlotte County Board Of County Commissioners (hereinafter, Charlotte BOCC), Collier County Board Of County Commissioners (hereinafter, Collier BOCC), Desoto County Board Of County Commissioners (hereinafter, Desoto BOCC) Glades County Board Of County Commissioners (hereinafter, Glades BOCC), Hardee County Board Of County Commissioners (hereinafter, Hardee BOCC), Hendry County Board Of County Commissioners (hereinafter, Hendry BOCC), Highlands County Board Of County Commissioners (hereinafter, Highlands BOCC), Lee County Board Of County Commissioners (hereinafter, Lee BOCC), Monroe County Board Of County Commissioners (hereinafter, Monroe BOCC), and Okeechobee Board Of County Commissioners (hereinafter, Okeechobee BOCC) who desire to enter a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("Project").

WHEREAS, the Board of County Commissioners listed in this agreement will be referred to collectively as the "Parties" and individually referred to as a "Party".

WHEREAS, the Parties are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens.

WHEREAS, an MOU is a requirement of the State E911 Board to receive multiple year grant funding to support NG911 Systems and Services.

I. PURPOSE

The Charlotte BOCC, Collier BOCC, Desoto BOCC, Glades BOCC, Hardee BOCC, Hendry BOCC, Highlands BOCC, Lee BOCC, Okeechobee BOCC, and Monroe County encompass a portion of the 911 Region 6, as designated by the Florida Department of Management Services (DMS) for the purposes of establishing regional 911 initiatives. Emergency incidents and disasters do not recognize county boundaries. Additionally, the legacy routing of 9-1-1 calls, built around

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

landline telephone technology does not route cellular callers to the authorities based on their physical location. A large majority of calls for assistance now come from cellular callers. This MOU serves to further the 2019 legislative initiative of HB 441 that subsequently created FS 365.177, "Transfer of [emergency] calls between systems." Each Party to this MOU recognizes the need to move toward NG911 and allow for improved 9-1-1 services across jurisdictional boundaries. Each BOCC agrees to participate. This MOU will establish the framework through which each Party will collaborate to implement the Project. Specifically, the Parties desire to plan, operate and maintain a shared NG911 Network and critical components and services necessary to ensure the most accurate and efficient routing of 911 calls. This may include, but is not limited to, an Emergency Services IP Network (ESInet), Core Services, GIS data accuracy, GIS data aggregation, and Cybersecurity.

II. GRANT AWARD

The Florida 911 State Grant Program allows for a five-year award for regional projects with the provision of an MOU between the participating counties of that region. These state grants are awarded to assist Public Safety Answering Points (PSAPs) in upgrading to NG911 capabilities. The Florida E911 Board, as Grantor, will be distributing funds to qualifying local governments in accordance with grant guidelines. Each party understands that it will be responsible for submitting a grant application and subsequent documentation for grant reimbursement. All the parties agree to abide by the grant conditions.

III. REGIONAL COORDINATION

The parties agree to:

- A. Collaborate on NG911 requirements that ensure maximum levels of interoperability through involvement of the appropriate local, state and tribal authorities within the counties and other entities.
- B. Collaborate on NG911 related matters and encourage collaboration between PSAPs and GIS authorities in the development, and maintenance, and sharing of the critical GIS data needed to support NG911 services across the region and State of Florida.

IV. INFORMATION AND OWNERSHIP

Each party shall retain ownership, control of, and remain the public record custodian of all information it contributes into the shared NG911 system. Counties may access shared data in the secure network or through shared data repositories as necessary for the effective operation of the system.

As it relates to the NG911 ESInet and Core Services, each party agrees to comply with the grant's requirements, which may require selection of NG911 providers that meet the latest [NENA i3 Standard](#) and NENA [Next Generation Security standards](#).

V. TERMINATION

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

Each party's obligation to perform in accordance with this MOU is contingent upon the availability and appropriation of grant funds that are appropriated or allocated for the purpose of carrying out this MOU. Any party may terminate their participation in this MOU if it does not receive funds to allow it to participate in the Project. Any party wishing to terminate its participation pursuant to this provision shall notify the other parties in writing at least thirty (30) days before withdrawing from the Project.

A. All parties agree that they will comply with the grant's terms. After the grant project period has ended, any party may terminate their participation in this MOU upon thirty (30) days' written notice to all other parties.

B.* Any party who terminates its participation in the Project shall bear the cost of any local modifications necessary to exit participation in the shared 911 system. No terminating party shall be entitled to a refund of any payments made to improve the shared system arising from the terms of this MOU. This provision shall not impair any party's ability to collect monies from vendors related to the Project.

VI. LIABILITY

No participating party shall be liable to any other party for any third-party claim, which may arise out of the shared 911 system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The shared 911 system is designed to enhance regional 911 functions and assist emergency services agencies to provide backup to one another in disasters. It is not intended to be a substitute for the exercise of judgment or supervision of a Party's professionals or employees. All participating parties acknowledge that the responsibility for providing 911 dispatch and first responder services or other government related services rests with the respective Party which is providing such service and not with any other party to this MOU.

VII. ADDITION OF COUNTIES

Any county outside the DMS designated, Region 6, that is not part of this current agreement but wishes to participate later may be added upon the approval of the State E911 Board. Such county will supply the Parties with the written approval from DMS. The MOU will require an addendum as counties choose to participate in the Project.

VIII. NOTICE

All notices required to be given under this MOU shall be deemed sufficient to each party when delivered by email or registered or certified mail to:

Charlotte County Board of County Commissioners
C/O Hector Flores, County Administrator
18500 Murdock Cir

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

Port Charlotte, FL 33948

bcc.administration@charlottecountyfl.gov

With a copy to:

Charlotte County Sheriff's Office
Attn: Sheriff Bill Pummell
7474 Utilities Rd.
Punta Gorda, FL 33982

Collier County Board of County Commissioners
William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112

Desoto County Board of County Commissioners
C/O Mandy Hines, County Administrator
201 E. Oak Street
Suite 201
Arcadia, FL 34266

With a copy to:
Desoto County Sheriff's Office
Attn: Sheriff James "Jim" Potter
208 E. Cypress St.
Arcadia, FL 34266

Glades County Board of County Commissioners
Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471

Hardee County Board of County Commissioners
Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873

Hendry County Board of County Commissioners
C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975

Highlands County Board of County Commissioners
C/O County Administrator

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

600 S Commerce Ave
Sebring, FL 33870

With a copy to:

Highlands County Sheriff Office
Attn: Sheriff Paul Blackman
400 S Eucalyptus St
Sebring, FL 33870

Lee County Board of County Commissioners
C/O County Manager
PO Box 398
Fort Myers, FL 33902

With a copy to:

Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to:

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040

Okeechobee County Board of County Commissioners
C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

IX. MODIFICATIONS

This MOU may be amended by written agreement signed by each of the Parties. Modifications of this MOU may not relieve Parties from implementing the content of the approved grant awards. Modifications to this MOU may require approval by the E911 Board and DMS.

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

X. EFFECTIVE/DURATION

This MOU shall be effective on the date of the last signature hereon. The term of this MOU shall be perpetual unless earlier terminated by any party as provided herein.

XI. COUNTERPARTS

This MOU and any subsequent amendments hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

Signatures continue on next pages

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

1) *Charlotte County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this 13th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: William G. Truex
William G. Truex, Chairman

ATTEST:

Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: Roger D. Eaton
Deputy Clerk

AGR 2022-101

Approved as to form and legal sufficiency:

Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR22-0416

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

3) *Desoto County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this 13th day of Sept., 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESOTO COUNTY, FLORIDA

By: Elton Langford
Elton Langford, Chairman

ATTEST:

Mandy Hines
Mandy Hines, County Administrator

Approved as to form and legal sufficiency:

Donald D. Conn
Donald D. Conn, County Attorney

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

4) *Glades County Board of County Commissioners (or designee) -- required*

*Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471*



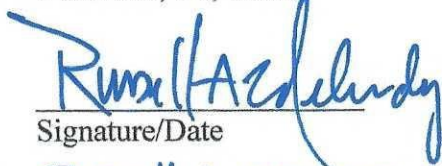
Signature/Date

Timothy Stanley,
Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

5) Hardee County Board of County Commissioners (or designee) -- required

Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873



Signature/Date


Print Name/Title

Attest:

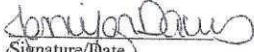


Victoria L. Rogers, Ex-Officio Clerk
to the Board of County Commissioners
07-25-2022

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

6) Hendry County Board of County Commissioners (or designee) -- required

C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975



Signature/Date

JENNIFER DAVIS, COUNTY ADMINISTRATOR

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

7) Highlands County Board of County Commissioners (or designee) -- required

C/O County Administrator
600 S Commerce Ave
Sebring, FL 33870

 8/1/22

Signature/Date

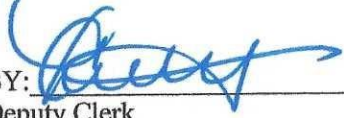
Laurie Turner, Interim County Administrator

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

8) *Lee County Board of County Commissioners (or designee) -- required*

ATTEST:
CLERK OF CIRCUIT COURT

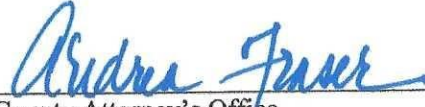
BY: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Cecil L. Pendergrass, Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY


County Attorney's Office

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

9) Monroe County Board of County Commissioners (or designee) -- required

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to.

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040



Attest: Kevin Madok, Clerk

 9/21/2022
Signature Date

David Rice, Mayor
Print Name/Title

By: 
As Deputy Clerk

James D.
Molenaar

Digitally signed by James D.
Molenaar
Date: 2022.09.15 12:11:40
-04'00'

Approved as to Form and Legal Sufficiency
James D. Molenaar
Asst. County Attorney
MONROE COUNTY ATTORNEY'S OFFICE

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

10) Okeechobee County Board of County Commissioners (or designee) – required

C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

OKEECHOBEE COUNTY, a political
subdivision of the State of Florida



DAVID HAZELLIE, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Cami Z. Borowski - Deputy Clerk
JERALD D. BRYANT, CLERK OF
THE CIRCUIT COURT & COMPTROLLER
OKEECHOBEE COUNTY, FLORIDA (Seal)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Laurie A Hurner, County Administrator
Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request approval retroactively to August 1, 2022, the Florida 911 Region 6 Next Generation 9-1-1 Project MOU and approve addendum 1 to the MOU to add additional Counties.

STATEMENT OF ISSUE

Charlotte County, Collier County, Desoto County, Glades County, Hardee County, Hendry County, Highlands County, Lee County, Okeechobee County, and Monroe County encompass a portion of the 911 Region 6, as designated by the Florida Department of Management Services (DMS) for the purposes of establishing regional 911 initiatives. Emergency incidents and disasters do not recognize county boundaries. Additionally, the legacy routing of 9-1-1 calls, built around landline telephone technology does not route cellular callers to the authorities based on their physical location. A large majority of calls for assistance now come from cellular callers. This MOU serves to further the initiatives of Florida Statutes, Section 365.177. Each Party to this MOU recognizes the need to move toward and allow for improved 9-1-1 services across jurisdictional boundaries. Each County agrees to participate. This MOU will establish the framework through which each County will collaborate to implement the Project. Specifically, the Parties desire to plan, operate and maintain a shared Network and critical components and services necessary to ensure the most accurate and efficient routing of 911 calls. This may include, but is not limited to, an Emergency Services IP Network (ESinet), Core Services, GIS data accuracy, GIS data aggregation, and Cybersecurity. Approval is also needed in addition for the addendum to the MOU to add additional counties.

RECOMMENDED ACTION

Move to approve retroactively to August 1, 2022, the Florida 911 Region 6 Next Generation 9-1-1 Project MOU and approve addendum 1 to the MOU to add additional Counties.

FISCAL IMPACT

No fiscal Impact.

Attachments: [Addendum 1 - REGION 6 NG911 Services MOU-V2 - 04.11.2023.pdf](#)
[Region 6 MOU Endorsements to date 2_9_23.pdf](#)

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

**ADDENDUM NUMBER ONE TO ADD MARTIN COUNTY
AND ST. LUCIE COUNTY AS PARTIES TO THE
MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING A JOINT REGIONAL NEXT GENERATION
911 ROUTING PROJECT BETWEEN CHARLOTTE
COUNTY BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY BOARD OF COUNTY
COMMISSIONERS, DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS, GLADES COUNTY BOARD
OF COUNTY COMMISSIONERS, HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS, HENDRY
COUNTY BOARD OF COUNTY COMMISSIONERS,
HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS, LEE COUNTY BOARD OF COUNTY
COMMISSIONERS, MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS, AND OKEECHOBEE
COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, this addendum number one to the memorandum of understanding (“Addendum”) is made and entered into by and between Charlotte County Board Of County Commissioners (hereinafter, Charlotte BOCC), Collier County Board Of County Commissioners (hereinafter, Collier BOCC), Desoto County Board Of County Commissioners (hereinafter, Desoto BOCC), Glades County Board Of County Commissioners (hereinafter, Glades BOCC), Hardee County Board Of County Commissioners (hereinafter, Hardee BOCC), Hendry County Board Of County Commissioners (hereinafter, Hendry BOCC), Highlands County Board Of County Commissioners (hereinafter, Highlands BOCC), Lee County Board Of County Commissioners (hereinafter, Lee BOCC), Monroe County Board Of County Commissioners (hereinafter, Monroe BOCC), Okeechobee Board Of County Commissioners (hereinafter, Okeechobee BOCC), Martin County Board of County Commissioners (hereinafter, Martin BOCC), and St. Lucie County Board of County Commissioners (hereinafter, St. Lucie BOCC) who desire to enter a this addendum number one to Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project (“Project”).

WHEREAS the Boards of County Commissioners listed in this agreement will be referred to collectively as the "Parties" and individually referred to as a "Party" by “_____ BOCC.”

WHEREAS the Parties are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens.

WHEREAS the Parties entered into a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project (“MOU”) in 2022.

WHEREAS, the Parties, pursuant to MOU paragraph IV, wish to add Martin BOCC and St. Lucie BOCC to the list of participating Boards of County Commissioners.

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

WHEREAS the Parties do not intend to disturb or amend any provision of the MOU as adopted by the Parties.

I. ADDENDUM

The Parties hereby add Martin BOCC and St. Lucie BOCC as Parties to the MOU on the date when the Martin BOCC and St. Lucie BOCC notify the Parties that their respective Boards have accepted and acknowledged the MOU's terms and conditions.

II. MOU PROVISIONS TO REMAIN UNDISTURBED OR FURTHER AMENDED

The sole purpose of this addendum is to add Martin BOCC and St. Lucie BOCC as Parties to the MOU. All other provisions of the MOU remain undisturbed and the Parties do not intend to amend such provisions further.

III. CONFLICT

If any provision of this addendum is deemed by a court of competent jurisdiction to conflict with a provision of the MOU, the Parties intend for the MOU to govern. All parties agree that they will comply with the grant's terms. After the grant project period has ended, any party may terminate their participation in this MOU upon thirty (30) days' written notice to all other parties.

Signatures continue on next pages

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

1) *Charlotte County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA**

By: _____
William G. Truex, Chairman

ATTEST:
Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

Janette S. Knowlton, County Attorney
LR23-0402_____

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

2) *Collier County Board of County Commissioners (or designee) -- required*

*William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

3) *Desoto County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS OF
DESOTO COUNTY, FLORIDA**

By: _____
Elton Langford, Chairman

ATTEST:

Mandy Hines, County Administrator

Approved as to form and legal sufficiency:

Donald D. Conn, County Attorney

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

4) Glades County Board of County Commissioners (or designee) -- required

*Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

5) *Hardee County Board of County Commissioners (or designee) -- required*

*Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

6) *Hendry County Board of County Commissioners (or designee) -- required*

*C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

7) Highlands County Board of County Commissioners (or designee) -- required

*C/O County Administrator
600 S Commerce Ave
Sebring, FL 33870*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

8) *Lee County Board of County Commissioners (or designee) -- required*

*C/O County Manager
PO Box 398
Fort Myers, FL 33902*

With a copy to:

*Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

9) *Monroe County Board of County Commissioners (or designee) -- required*

*Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040*

With a copy to:

*Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

10) Okeechobee County Board of County Commissioners (or designee) – required

*C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972*

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

11) Martin County Board of County Commissioners (or designee) – required

The authorized signatory(ies) below acknowledges and agree on behalf of the Martin County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the Martin County Board of County Commissioners shall be delivered by email or registered or certified mail to:

C/O _____

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER ONE TO MEMORANDUM OF
UNDERSTANDING

12) St. Lucie County Board of County Commissioners (or designee) – required

The authorized signatory(ies) below acknowledges and agree on behalf of the St. Lucie County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the St. Lucie County Board of County Commissioners shall be delivered by email or registered or certified mail to:

C/O _____

Signature/Date

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING A JOINT REGIONAL NEXT GENERATION
911 ROUTING PROJECT BETWEEN CHARLOTTE
COUNTY BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY BOARD OF COUNTY
COMMISSIONERS, DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS, GLADES COUNTY BOARD
OF COUNTY COMMISSIONERS, HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS, HENDRY
COUNTY BOARD OF COUNTY COMMISSIONERS,
HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS, LEE COUNTY BOARD OF COUNTY
COMMISSIONERS, MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS, AND OKEECHOBEE
COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, this memorandum of understanding ("MOU") is made and entered into by and between Charlotte County Board Of County Commissioners (hereinafter, Charlotte BOCC), Collier County Board Of County Commissioners (hereinafter, Collier BOCC), Desoto County Board Of County Commissioners (hereinafter, Desoto BOCC) Glades County Board Of County Commissioners (hereinafter, Glades BOCC), Hardee County Board Of County Commissioners (hereinafter, Hardee BOCC), Hendry County Board Of County Commissioners (hereinafter, Hendry BOCC), Highlands County Board Of County Commissioners (hereinafter, Highlands BOCC), Lee County Board Of County Commissioners (hereinafter, Lee BOCC), Monroe County Board Of County Commissioners (hereinafter, Monroe BOCC), and Okeechobee Board Of County Commissioners (hereinafter, Okeechobee BOCC) who desire to enter a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("Project").

WHEREAS, the Board of County Commissioners listed in this agreement will be referred to collectively as the "Parties" and individually referred to as a "Party".

WHEREAS, the Parties are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens.

WHEREAS, an MOU is a requirement of the State E911 Board to receive multiple year grant funding to support NG911 Systems and Services.

I. PURPOSE

The Charlotte BOCC, Collier BOCC, Desoto BOCC, Glades BOCC, Hardee BOCC, Hendry BOCC, Highlands BOCC, Lee BOCC, Okeechobee BOCC, and Monroe County encompass a portion of the 911 Region 6, as designated by the Florida Department of Management Services (DMS) for the purposes of establishing regional 911 initiatives. Emergency incidents and disasters do not recognize county boundaries. Additionally, the legacy routing of 9-1-1 calls, built around

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

landline telephone technology does not route cellular callers to the authorities based on their physical location. A large majority of calls for assistance now come from cellular callers. This MOU serves to further the 2019 legislative initiative of HB 441 that subsequently created FS 365.177, "Transfer of [emergency] calls between systems." Each Party to this MOU recognizes the need to move toward NG911 and allow for improved 9-1-1 services across jurisdictional boundaries. Each BOCC agrees to participate. This MOU will establish the framework through which each Party will collaborate to implement the Project. Specifically, the Parties desire to plan, operate and maintain a shared NG911 Network and critical components and services necessary to ensure the most accurate and efficient routing of 911 calls. This may include, but is not limited to, an Emergency Services IP Network (ESInet), Core Services, GIS data accuracy, GIS data aggregation, and Cybersecurity.

II. GRANT AWARD

The Florida 911 State Grant Program allows for a five-year award for regional projects with the provision of an MOU between the participating counties of that region. These state grants are awarded to assist Public Safety Answering Points (PSAPs) in upgrading to NG911 capabilities. The Florida E911 Board, as Grantor, will be distributing funds to qualifying local governments in accordance with grant guidelines. Each party understands that it will be responsible for submitting a grant application and subsequent documentation for grant reimbursement. All the parties agree to abide by the grant conditions.

III. REGIONAL COORDINATION

The parties agree to:

- A. Collaborate on NG911 requirements that ensure maximum levels of interoperability through involvement of the appropriate local, state and tribal authorities within the counties and other entities.
- B. Collaborate on NG911 related matters and encourage collaboration between PSAPs and GIS authorities in the development, and maintenance, and sharing of the critical GIS data needed to support NG911 services across the region and State of Florida.

IV. INFORMATION AND OWNERSHIP

Each party shall retain ownership, control of, and remain the public record custodian of all information it contributes into the shared NG911 system. Counties may access shared data in the secure network or through shared data repositories as necessary for the effective operation of the system.

As it relates to the NG911 ESInet and Core Services, each party agrees to comply with the grant's requirements, which may require selection of NG911 providers that meet the latest [NENA i3 Standard](#) and NENA [Next Generation Security standards](#).

V. TERMINATION

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

Each party's obligation to perform in accordance with this MOU is contingent upon the availability and appropriation of grant funds that are appropriated or allocated for the purpose of carrying out this MOU. Any party may terminate their participation in this MOU if it does not receive funds to allow it to participate in the Project. Any party wishing to terminate its participation pursuant to this provision shall notify the other parties in writing at least thirty (30) days before withdrawing from the Project.

A. All parties agree that they will comply with the grant's terms. After the grant project period has ended, any party may terminate their participation in this MOU upon thirty (30) days' written notice to all other parties.

B.* Any party who terminates its participation in the Project shall bear the cost of any local modifications necessary to exit participation in the shared 911 system. No terminating party shall be entitled to a refund of any payments made to improve the shared system arising from the terms of this MOU. This provision shall not impair any party's ability to collect monies from vendors related to the Project.

VI. LIABILITY

No participating party shall be liable to any other party for any third-party claim, which may arise out of the shared 911 system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The shared 911 system is designed to enhance regional 911 functions and assist emergency services agencies to provide backup to one another in disasters. It is not intended to be a substitute for the exercise of judgment or supervision of a Party's professionals or employees. All participating parties acknowledge that the responsibility for providing 911 dispatch and first responder services or other government related services rests with the respective Party which is providing such service and not with any other party to this MOU.

VII. ADDITION OF COUNTIES

Any county outside the DMS designated, Region 6, that is not part of this current agreement but wishes to participate later may be added upon the approval of the State E911 Board. Such county will supply the Parties with the written approval from DMS. The MOU will require an addendum as counties choose to participate in the Project.

VIII. NOTICE

All notices required to be given under this MOU shall be deemed sufficient to each party when delivered by email or registered or certified mail to:

Charlotte County Board of County Commissioners
C/O Hector Flores, County Administrator
18500 Murdock Cir

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

Port Charlotte, FL 33948

bcc.administration@charlottecountyfl.gov

With a copy to:

Charlotte County Sheriff's Office
Attn: Sheriff Bill Pummell
7474 Utilities Rd.
Punta Gorda, FL 33982

Collier County Board of County Commissioners
William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112

Desoto County Board of County Commissioners
C/O Mandy Hines, County Administrator
201 E. Oak Street
Suite 201
Arcadia, FL 34266

With a copy to:
Desoto County Sheriff's Office
Attn: Sheriff James "Jim" Potter
208 E. Cypress St.
Arcadia, FL 34266

Glades County Board of County Commissioners
Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471

Hardee County Board of County Commissioners
Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873

Hendry County Board of County Commissioners
C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975

Highlands County Board of County Commissioners
C/O County Administrator

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

600 S Commerce Ave
Sebring, FL 33870

With a copy to:

Highlands County Sheriff Office
Attn: Sheriff Paul Blackman
400 S Eucalyptus St
Sebring, FL 33870

Lee County Board of County Commissioners
C/O County Manager
PO Box 398
Fort Myers, FL 33902

With a copy to:

Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to:

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040

Okeechobee County Board of County Commissioners
C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

IX. MODIFICATIONS

This MOU may be amended by written agreement signed by each of the Parties. Modifications of this MOU may not relieve Parties from implementing the content of the approved grant awards. Modifications to this MOU may require approval by the E911 Board and DMS.

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

X. EFFECTIVE/DURATION

This MOU shall be effective on the date of the last signature hereon. The term of this MOU shall be perpetual unless earlier terminated by any party as provided herein.

XI. COUNTERPARTS

This MOU and any subsequent amendments hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

Signatures continue on next pages

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

1) *Charlotte County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this 13th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: William G. Truex

William G. Truex, Chairman

ATTEST:

Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: Roger D. Eaton

Deputy Clerk

AGR 2022-101

Approved as to form and legal sufficiency:

Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR22-0416 Janette S. Knowlton

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

3) *Desoto County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this 13th day of Sept., 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESOTO COUNTY, FLORIDA

By: Elton Langford
Elton Langford, Chairman

ATTEST:

Mandy Hines
Mandy Hines, County Administrator

Approved as to form and legal sufficiency:

Donald D. Conn
Donald D. Conn, County Attorney

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

4) *Glades County Board of County Commissioners (or designee) -- required*

*Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471*



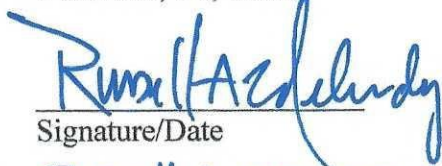
Signature/Date

Timothy Stanley,
Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

5) Hardee County Board of County Commissioners (or designee) -- required

Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873



Signature/Date


Print Name/Title

Attest:

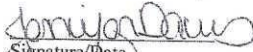


Victoria L. Rogers, Ex-Officio Clerk
to the Board of County Commissioners
07-25-2022

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

6) Hendry County Board of County Commissioners (or designee) -- required

C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975



Signature/Date

JENNIFER DAVIS, COUNTY ADMINISTRATOR

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

7) Highlands County Board of County Commissioners (or designee) -- required

C/O County Administrator
600 S Commerce Ave
Sebring, FL 33870

 8/1/22

Signature/Date

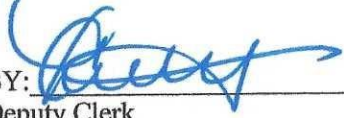
Laurie Turner, Interim County Administrator

Print Name/Title

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

8) *Lee County Board of County Commissioners (or designee) -- required*

ATTEST:
CLERK OF CIRCUIT COURT

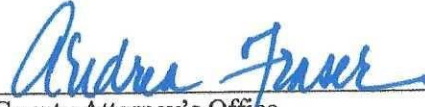
BY: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Cecil L. Pendergrass, Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY


County Attorney's Office

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

9) Monroe County Board of County Commissioners (or designee) -- required

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to.

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040



Attest: Kevin Madok, Clerk

 9/21/2022
Signature Date

David Rice, Mayor
Print Name/Title

By: 
s Deputy Clerk

James D.
Molenaar

Digitally signed by James D.
Molenaar
Date: 2022.09.15 12:11:40
-04'00'

Approved as to Form and Legal Sufficiency
James D. Molenaar
Asst. County Attorney
MONROE COUNTY ATTORNEY'S OFFICE

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

10) Okeechobee County Board of County Commissioners (or designee) – required

C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

OKEECHOBEE COUNTY, a political
subdivision of the State of Florida



DAVID HAZELLIE, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Cami Z. Borowski - Deputy Clerk
JERALD D. BRYANT, CLERK OF
THE CIRCUIT COURT & COMPTROLLER
OKEECHOBEE COUNTY, FLORIDA (Seal)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

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

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-137 and a contract between Highlands County and E.O. Koch Construction Co. for the construction of a New Traffic Ops Building (Project 19007).

STATEMENT OF ISSUE

The New Traffic Operations Building was put out to bid to the public and their proposals were opened on May 25, 2023, E.O. Koch had the winning bid. Attached for your consideration and review is a contract between Highlands County and E.O. Koch for the construction of the New Traffic Ops Building in the amount of one million, nine hundred forty-seven thousand, six hundred seventy-four dollars and thirty-one cents (\$1,947,674.31). Budget Amendment 22-23-137 is also attached in the amount of one hundred fifty thousand dollars (\$150,000) for the Board's consideration and approval.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-137 and a contract between Highlands County and E.O. Koch Construction Co. for the construction of a New Traffic Ops Building (Project 19007).

FISCAL IMPACT

The fiscal impact is \$150,000.00 with the transfer of funds between projects which are budgeted in the FY 22-23 Budget within Fund 151 (Infrastructure Surtax Fund). This Budget is transferring funds from Project #22010 (ADA Hammock Rd. Multi Use Path) to Project #19007 (New Traffic Ops Building).

Attachments: [Traffic Operations Building Contract.pdf](#)
[22-23-137 Transfer from Proj 22010 to Proj 19007 Traffic Ops Bldg.pdf](#)

HIGHLANDS COUNTY STANDARD CONSTRUCTION AGREEMENT

This Standard Construction Agreement made by and between Highlands County, Florida ("Owner") and E.O Koch Construction Co. ("Contractor") for construction services related to Highlands County New Traffic Operations Building ("Project").

WITNESSETH:

WHEREAS, Highlands County issued a formal solicitation under ITB#22-013, for completion of the Project ("ITB"); and

WHEREAS, the Contractor submitted the lowest, most responsible bid for performance of the Project, in conformance with the ITB and all applicable federal, state and local rules and regulations; and

NOW, THEREFORE, in consideration of the terms and conditions, as set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE - 1.00 CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

The Contractor accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Contractor covenants with the Owner to furnish its skill and judgment and to cooperate with the Owner, Owner's employees, consultants and other contractors, in furthering the interests of the Owner. Contractor agrees to furnish efficient business administration and superintendence and use its efforts to complete the Project in the most expeditious and economical manner, consistent with the interest of the Owner.

1.01 The Construction Team

The Owner, County Contact Person, Engineer and Contractor, called the "Construction Team", shall work jointly through Final Construction Completion and shall be available thereafter should additional services be required related to the Project. The Engineer and the Contractor shall communicate through the Owner, except as may otherwise be provided in this Agreement or when direct communications have been specifically authorized by the Owner. The Contractor shall copy the Owner on all correspondence sent to or received from the Engineer or any other of the Owner's contractors or consultants to which the Owner was not copied.

1.02 Extent of Agreement

This Agreement between the Owner and the Contractor is for construction of the Project and shall supersede any prior negotiations, representations or agreements, oral or written. It is the intention of the Owner to utilize the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction as a guide for construction of this Project except when specifically in conflict with the terms and conditions of this Contract.

1.03 Definitions

The following definitions shall be applicable to this Agreement. Any words which are not set forth below but are found capitalized throughout this Agreement shall have the meanings established in the various Articles and/or Sections of this Agreement:

1. Change Order - A written order agreed to by the Contractor approved by the County Contact Person and the Engineer, and authorized by the Owner, or a written order issued by the Engineer and acknowledged by the Owner and the Contractor after execution of this Agreement, authorizing a change in the work or an adjustment in the Contract Sum or time frames in this Agreement.
2. Construction Documents - This Contract, the Plans, Specifications and related modification documents.
3. Contractor - The Contractor is the person or entity identified as such in this Contract.
4. County Contact Person - The County Contact Person is the County staff persons designated by the Engineer to represent the Owner and provide direct interface with the Contractor and the Engineer with respect to the Owner's responsibilities.
5. Engineer - The Highlands County Engineer or designee thereof, or other such Person as may be designated by the Owner in the future during the term of this Agreement.
6. Final Completion - The following items have been completed or satisfied:
 - a. Construction of the Project is totally complete, including all work on the Construction Documents and certified as such by the Owner and Engineer.
 - b. The Project is suitable for full use and occupancy as determined by the Owner and Engineer.
 - c. All punch list items have been completed or otherwise disposed of or accounted for to the Owner's satisfaction and approval.
 - d. As built plans have been accepted and all other permits and approvals required have been legally and validly issued.
 - e. Final executed Releases of Lien have been delivered to the Owner by Contractor.
7. Owner - The Owner is Highlands County.
8. Plans - Any and all drawings that may be furnished or approved by the Owner during the progress of the Project.
9. Pre-construction Conference - Prior to the Specified Date of Commencement, the Construction Team shall meet to ensure that the Construction Documents are complete, the necessary documents have been exchanged, the necessary

designations have been made and to otherwise discuss the expectations of the Construction Team members.

10. Project - The Project is the total work to be performed for Sun N Lake sidewalk addition project as presented in the Plans.
11. Project Materials - Materials prepared by or at the direction of the Engineer that may include but are not limited to the following items: the schedules, notes, details, bidding requirements, bidding forms, general requirements, general conditions, supplementary conditions.
12. Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
13. Subcontractor - A Subcontractor shall also include a sub-subcontractor and is a person or entity with a direct or indirect contract with the Contractor to perform any of the work on the Project.
14. Surety - The corporate body which is bound with and for the Contractor and which engages to be responsible for payment of all debts pertaining to, and for acceptable performance of the work on the Project in accordance with this Agreement.
15. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, a Sub-subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work and as required by the Contract Documents.
16. Specifications - The directions, provisions, and requirements contained in the Construction Documents or other materials for the Project together with all written agreements made, or to be made, pertaining to the method and manner of performing the work, or the quantities and qualities of material and which are to be furnished for the Project.
17. Specified Date of Commencement - The date established to commence the Work in the Notice to Proceed.
18. Substantial Completion - The date, certified by the Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents so that the Owner can conduct a substantial completion inspection. Prior to substantial completion inspection, the Contractor shall issue a punch list of incomplete items. After inspection, the Contractor shall prepare a schedule of the completion of all punch list items.

ARTICLE - 2.00 CONTRACTOR SERVICES AND RESPONSIBILITIES

2.01 Basic Services and Responsibilities

The services which the Contractor's shall provide include, but are not limited to, those described or specified herein. The services described and specified herein shall not be deemed to be comprehensive, having the effect of excluding services not specifically listed.

1. Review Contract Documents and bring discrepancies, errors and omissions to the attention of the Engineer and County Contact Person.
2. Acquaint subcontractors and sub-subcontractors, if any, with the schedule and stress items of work and materials that are critical to the Project.
3. Discuss the schedule of work with potential subcontractors before awarding any subcontracts and review each potential subcontractor's submission and qualifications with regard to the ability of each to perform the work in a good and workmanlike manner and to complete the work in the time required under this Agreement.
4. Require Subcontractors as a term of their respective Subcontracts to agree to meet the Project schedule which applies to each of them.
5. If applicable, advise the Engineer and County Contact Person of the separation of the Project into subcontracts for various categories of work and provide a schedule of work coordination and assignment for proper completion of the Project.
6. Provide administrative, management, supervision, and related services as required to coordinate work of the Subcontractors with each other and with the activities and responsibilities of the Construction Team to complete the Project. Provide sufficient organization, personnel, management, and supervision to carry out the requirements of the Project.
7. Provide cash flow forecast report and updates as needed for the Contract Sum and incorporate approved changes as they occur.
8. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, other work requiring accounting records, or allowance costs for materials and any associated labor.
9. Provide a safety program prior to starting construction on the Project.
10. Be responsible for construction means, methods, techniques, sequences, and procedures employed by it and Subcontractors in the performance of the work in accordance with this Agreement and for the failure of it or of any Subcontractor to carry out work in accordance with the requirements of this Agreement. Consult with the Engineer and County Contact Person for interpretations of the meaning and intent of the Plans and Specifications. The Engineer will be the interpreter of the requirements of the Plans and Specifications and the judge of the performance of the Contractor.

11. Provide the Owner, Engineer and the County Contact Person with access to the Project site at all times wherever it is in preparation and progress. The Contractor shall provide facilities for such reasonable access so the Engineer and the County Contact Person may perform their functions under the Construction Documents.

12. Receive, review, and approve all Samples and other submittals from the Subcontractors. Compare any submittals with information contained in Project related Plans and Specifications and transmit approved submittals to the Engineer. Samples will be provided by the Contractor to the Engineer for final approval. Thereafter, approved Samples will be maintained by the Contractor.

13. The Contractor shall maintain at the site for the Owner one record copy of all Project Materials, Shop Drawings, Plans, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked regularly to record all changes made during construction. These shall be available to the Engineer and County Contact Person during the Work and upon completion of the Work shall be delivered to the Engineer for review. The Engineer shall then deliver them to the County Contact Person for the Owner.

2.02 Supervision of Work

1. The Contractor must be personally present at the job site at all times during completion work on the Project or have a responsible agent present who has been designated by the Contractor in writing to the Engineer prior to beginning work on the Project. Any such agent shall have full authority to act for the Contractor in all cases, and to carry out any instructions relative to the Project which may be given by the Engineer. The Contractor may, during the course of the Project, change the designated site agent by written notice to the Engineer.

2. The Contractor shall have a responsible person available near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in case of emergencies. This responsible person's name and phone number will be provided to the Florida Highway Patrol and local law enforcement agencies for contact in case of emergency.

3. The Contractor shall have a certified worksite traffic supervisor who will be responsible for compliance with applicable standards and specifications related to Project traffic. The Contractor shall conduct its work so as to interfere as little as possible with the traveling public, at its own expense, maintaining barricades and lights, and taking such other precautions as may be necessary to protect life and property. The Contractor shall submit for Owner approval a Maintenance of Traffic or Traffic Control Plan prior to the beginning of construction. The Maintenance of Traffic Plan shall be approved by the Engineer prior to the start of work on the Project.

4. The Contractor shall see that his activities and the activities of his Subcontractors shall meet any applicable noise abatement performance standards for dewatering pumps, air compressors and other construction equipment as set forth in the Highlands County Noise Ordinance.

5. In an effort to reduce utility conflicts, the Contractor shall be solely responsible for locating all storm water drainage structures, piping, and equipment in relation to existing utilities.

6. Upon completion of all required work under this Contract, the Contractor shall be responsible for having a professional land surveyor, licensed in the State of Florida, submit a set of signed and sealed Record Drawings (As-Builts) to the Owner, which reflect any and all changes, as well as existing conditions.

2.03 Shop Drawings, Product Data and Sample

1. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Project, all Shop Drawings, Project Materials and Samples required by the Construction Documents.

2. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Construction Documents unless the Contractor has specifically informed the Engineer in writing of such deviation and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions related to deviations by virtue of the Engineer's approval thereof.

3. No portion of the Project requiring submission of a Shop Drawing, product data or Samples shall be commenced until the submittal has been approved by the Engineer.

2.04 Use of Site

1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

2. The Contractor shall confine his equipment, apparatus, the storage of materials and the operation of his workmen to the limits indicated by law, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises or private property outside of the limits of the Project or permissions secured therefor.

2.05 Cleaning Up

Upon completion of Work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the Project, and shall leave the Project area in a neat and presentable condition. If the Contractor fails to clean up at the completion of the Project, the Owner may do so and the cost thereof shall be charged to the Contractor.

2.06 Protection of Project

Until the acceptance of the Project by the Owner, the Project site shall be under the control and care of the Contractor, and it shall take every necessary precaution against injury or damage to any part thereof or from any other cause whatsoever, arising from the execution or non-execution of the work on the Project. The Contractor shall rebuild, repair and make good, at his own expense

all damage to any portion of the Project area or surrounding area caused by any act or omission of the Contractor before Project completion and acceptance by the Owner.

2.07 Project Schedule Using CPM Network Analysis

1. Within ten (10) days of the County's Contract approval but no later than at the Pre-Construction Conference, the contractors shall submit a project schedule. The Contractor's project schedule shall consist of a network analysis system as described herein. In preparing this system, the scheduling of the construction is the responsibility of the Contractor. Critical Path Method (CPM) must be utilized in the precedence scheduling method. The Arrow Diagram Method (ADM) will not be allowed.

2. The Contractor acknowledges and agrees that its construction schedule must be flexible in order to accommodate and allow for coordination with operations of the Owner and the work of separate contractors relating to the Project. Contractor agrees to hold meetings with the Owner and separate contractors to resolve any conflicts and to revise his Construction Schedule as reasonably required. Activities or events where the contractors are dependent on each other shall be identified and reflected in the schedule.

3. The Contractor shall utilize scheduling software systems.

- a. The format of the CPM network analysis schedule shall consist of time scaled network logic diagrams and accompanying schedule reports generated by the systems software, as outlined below.
- b. The plots of the time scaled logic diagrams shall not be smaller than nominal size of 11 inches by 17 inches with title block on each sheet, unless otherwise approved by the Engineer.
- c. The computer-generated schedule reports shall be legal size paper, and shall include a tabulation of each activity shown on the detailed network diagrams. Bar chart schedules showing the prior month's target schedule shall be included. The following information shall be furnished as a minimum for each activity:
 - Predecessor and successor activity numbers
 - Activity description
 - Original duration of activity (work days)
 - Early start date
 - Early finish date
 - Actual start date
 - Actual finish date
 - Total float (work days)
 - Percentage of activity completed
 - Station number identifying the area in the project for each activity. An example of station numbers might be Sta. 15 + 00 to Sta. 90 + 00
 - Responsibility code for each activity identifying the various subcontracted work by Subcontractor and the work being done by the Contractor directly

- Phase code for each activity identifying the various work phases such as structure, finishes, earthwork, pipe, etc.
 -
4. All schedule submittals including revisions and updates shall be electronically submitted, both in pdf format and the scheduling software format.
 5. Required Reports: The following reports are to be furnished by the Contractor with each required submission including updates:
 - a. Schedule Report listing the current status of all activities sorted by the activity number
 - b. Total Float Report listing all uncompleted activities sorted first by the total float then by early start date
 - c. Successor/Predecessor Report (Critical Path Method only)
 - d. A time scaled logic diagram
 - e. Early Start Report listing all activities sorted by early start then early finish
 - f. Area Report listing activities within specific areas sorted by area, early start and then early finish.

6. Once the schedule has been reviewed and accepted, it shall then be used by the Contractor for planning, organizing, and directing the work, reporting progress, demonstrating the impact of changes, and requesting payment for work accomplished. If the Contractor thereafter desires to make changes to activity data or the schedule logic or to add or delete activities other than the routine changes made monthly to update progress, the Engineer shall be notified in writing prior to the next schedule update, stating the reasons for the changes. If the Engineer considers these changes to be major in nature, the Contractor may be required to submit reviewed, time-scaled network logic diagrams, required reports and other data for review by the Engineer at no cost. A change is considered major in nature if it is not readily apparent that the change could have no effect in the projected completion date for all or any portion of the Project.

As a condition precedent to processing the monthly progress payment, the Contractor shall submit an acceptable schedule update. The Contractor shall make entries on the preceding schedule report to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated duration (in work days) required to complete each activity started but not yet completed, to indicate the percentage of the activity's cost payable to the Contractor and to reflect any changes in the network diagrams. Change Orders shall be shown on the update report. The Contractor shall submit a narrative describing the major items of progress and the changes to the Schedule. Contract sums shall be evaluated on the basis of projected completion date relative to the contractual completion date.

2.08 Performance and Payment Bond and Public Construction Bond

The Contractor shall prior to the commencement of the Work provide a Performance and Payment Bond to the Owner for the benefit of the Owner in amount equal to the Contract Sum plus Change Orders with a Surety, and in the form, acceptable to the Owner. If change orders occur to increase the Contract Sum, the amount of the bond must be increased to the new Contract Sum at or before the time the new change order becomes effective.

ARTICLE - 3.00 COMMENCEMENT, TIME AND SUBSTANTIAL COMPLETION

3.01 Duration Days

The work to be performed under this Contract shall commence on the Specified Date of Commencement and, subject to authorized adjustments, Substantial Completion shall be achieved not later than Three Hundred thirty-five (335) consecutive calendar days after the Specified Date of Commencement. Final Completion shall be achieved not later than Sixty (60) consecutive calendar days after the date of Substantial Completion.

Contractor achieving Final Completion prior to thirty (30) consecutive calendar days after the date of Substantial Completion, shall not be the basis for any claim for additional compensation by Contractor.

3.02 Time

Time is of the essence with respect to each referenced time frame in this Agreement and/or the Construction Documents and failure to perform timely will constitute a material breach of contract.

3.03 Start

The Contractor shall begin the work on the Specified Date of Commencement as set forth in the Notice to Proceed issued for the Project.

3.04 Delays

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, or by changes ordered in the work, or by labor disputes not caused by the Contractor or beyond the Contractor's control, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, unforeseen soil, subsurface, or other such conditions, or by delay authorized by the Owner, or by any other cause not the fault of the Contractor which the Engineer determines may justify the delay, then the duration of the Project shall be extended by Change Order for a reasonable time. The Contractor shall provide written documentation to the Engineer with a narrative of the nature of the delay and the total number of delayed days. Notwithstanding any provision in the Construction Documents to the contrary, an extension of time shall be the Contractor's sole and exclusive remedy for damages, including by way of illustration and not limitation loss of profits, loss of use, home office overhead expenses, equipment rental and any and all other claims, including delays attributable to breach of contract or tort.

3.05 Notice to Proceed

The Notice to Proceed shall be issued within fifteen (15) days after the Pre-construction Conference held by the Construction Team. Following the issuance of the Notice to Proceed by the Owner, the Contractor shall begin the Project on the Specified Date of Commencement as set forth in the Notice to Proceed.

ARTICLE - 4.00 CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work in the amount of **One Million, Nine Hundred Forty-seven Thousand Six Hundred Seventy-four and 31/100 Dollars (\$1,947,674.31)**, subject to the approved additions or deductions incurred during the progress of the Project and duly documented by Change Orders as provided for in the Construction Documents.

ARTICLE - 5.00 PROGRESS PAYMENTS

Based upon Applications for Payment submitted by the Contractor to the Engineer with a copy to the County Contact Person, and Certificates for Payment issued by the Engineer pursuant to this Article, the Owner shall make progress payments on account of the Contract Sum.

5.01 Schedule of Values and Work Schedule

Before submission of the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Project, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Owner or the Engineer shall be used only as a basis for the Contractor's Applications for Payment.

5.02 Payment Application - Submittal and Disposition

By the twenty-fifth of the month, the Contractor will submit to the Engineer with a copy to the County Contact Person a Payment Application filled out, signed and notarized by the Contractor covering the Work performed during the month covered by the partial payment estimate and supported by such data as the Owner, Engineer or the County Contact Person, may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner and the Engineer, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will within twenty (20) days (excluding Saturdays, Sundays and holidays) after receipt of each partial payment estimate do one of the following: 1) indicate in writing his approval of payment and present the partial payment estimate together with a certificate for payment to the Owner; 2) submit to the Owner a Certificate for Payment for partial payment recommending payment by the Owner of such other amounts as the Engineer shall consider is due the Contractor, informing the Contractor, the Owner and the Engineer of the reason for his recommendation; or 3) return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter two instances, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will within thirty (30) days of approval by the Engineer of a certificate of payment, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

5.03 Issuance of Certificate for Payment

The issuance of Certificate of Payment by the Engineer will constitute a representation to the Owner, that the Project has progressed to the point indicated in the Construction Documents. Issuance of Certificate of Payment does not constitute a waiver of the Owner's rights under any other term of this Agreement.

5.04 Retainage

Except as State Law otherwise provides, the Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Construction Documents. Within thirty (30) calendar days after reaching Substantial Completion, a list of corrective work or pending items not yet completed pursuant to the Construction Documents shall be created which will render the Work complete and satisfactory to the Owner and thereafter shall be delivered to the Contractor within five (5) days after the list has been developed. The list of items shall contain an estimated cost to complete each item which shall be determined by the Contractor and submitted to the Engineer for certification. Such costs shall be submitted to the Engineer within fifteen (15) days of receipt. The parties shall finalize the list within fifteen (15) days thereafter. Once the final list has been agreed to and delivered to the Contractor, within twenty (20) business days, the Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 % of the estimated cost to complete the items on the final list. Upon completion of the items on the final list, the Contractor can submit a final Application for payment in accordance herewith. Owner reserves the right, in its sole discretion, to further reduce or release any portion of such retainage prior to final payment. Provided, however, nothing in this Section shall preclude or limit the Owner's right to withhold payment which is based on a claim, demand or dispute, as otherwise permitted by the terms of the Contract Documents or as permitted by law. The Owner shall also have the right to withhold additional retainage from progress payments upon receipt of updated schedules if any projected completion date is beyond the required completion date pending receipt of an acceptable revised schedule showing completion within the contract time. This provision shall not apply if the services provided hereunder are paid for in whole or in part with federal funds, which subject the Owner to federal laws, regulations or requirements that are contrary to the terms and conditions hereof.

5.05 Payments Withheld

Engineer Declining to Issue Certificate for Payment. The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent reasonably necessary to protect the Owner. If the Contractor, County Contact Person and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Engineer may decline to certify payment for including but not limited to:

1. defective work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims;

3. failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;
4. reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or another contractor;
6. reasonable evidence that the work will not be completed within the Contract Time;
7. persistent failure to carry out the work in accordance with the Construction Documents; or failure of Contractor to maintain records pursuant to the Construction Documents.

5.06 Liquidated Damages

In the event that the Contractor fails to complete the project in the time allotted for completion under this agreement, as modified by appropriate change order or extension, there will be due the Owner from the Contractor, as liquidated damages, the daily charge per calendar day of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), which may, at the option of the Owner, be withheld from the contract sum to be paid to the Contractor or enforced as a claim, counterclaim, set-off, or defense, as appropriate. Said amount is in the nature of liquidated damages and not a penalty, the purpose of which is to compensate the Owner and provide certainty to losses, which are uncertain and not easily susceptible to proof, incurred by the Owner resulting from the untimely completion of the Project.

5.07 Inclusion of Materials and Equipment in Applications

Payments may be made on account of materials or equipment not incorporated in the Project but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The contractor shall be responsible for proper storage of the material and for providing protection from loss of materials or any damage.

5.08 Liens

The Contractor warrants that title to all work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

5.09 Payments to Subcontractors

The Contractor shall be required to submit a completed certification of previous payment to subcontractors form with each request for partial payment estimate. Failure to submit the required certification will result in the request for partial payment estimate being rejected and returned to the Contractor.

The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work less any back charges or other items specified in the between the Contractor and Subcontractor. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subcontractors in similar manner. Nothing hereby shall be deemed to make subcontractors, materialmen, or other supplies of labor or materials to be parties to this contract, third party beneficiaries thereof, or create privity in any way with the Owner, either equitable or legal in nature.

The Owner shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor or Sub-subcontractor secured by the Contractor.

5.10 Procedures for Final Completion Certificate for Payment

Following Final Completion of the Project, and the Engineer's issuance of the Certificate of Final Completion, the Contractor shall forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will make any necessary evaluations, and will make necessary inspection. When the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will issue a Certificate for Payment which will approve the final payment due the Contractor

5.11 Reject Work

The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Engineer's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the work. However, nothing shall give rise to any duty or responsibility of the Engineer or the County Contact Person to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work due to the Engineer's authority to act nor any decision made in good faith to exercise or not to exercise such authority.

ARTICLE - 6.00 THE OWNER RESPONSIBILITIES

6.01 Permits and Fees

The Owner shall obtain and pay for permits legally required for the proper execution and completion of the Project unless otherwise specified in the ITB.

6.02 Furnish Information

Information under the Owner's control shall be furnished to the Contractor upon request with reasonable promptness to avoid delay in the orderly progress of the Project.

ARTICLE - 7.00 INSURANCE

7.01 Contractor's Liability Insurance

1. The Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the Owner, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

2. The Contractor and/or subcontractor shall maintain the following types of insurance, with the respective minimum limits:

- a. AUTOMOBILE PUBLIC LIABILITY
 \$1,000,000 Combined Single Limit
 - b. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - 1) Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - 2) Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - 3) Personal & Advertising Injury – One Million Dollars (\$1,000,000)
 - c. GENERAL AGGREGATE – One Million Dollars (\$1,000,000);
 - d. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);
 - e. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars (\$1,000,000); and,
 - f. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection (self-insurance is prohibited on Federal-aid funded projects). In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.
3. Certificates of Insurance: The Contractor shall provide the Highlands County Purchasing Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:

- a. The name of the insured Contractor,
 - b. The specified job by name and job number,
 - c. The name of the insurer,
 - d. The number of the policy
 - e. The effective date
 - f. The termination date
 - g. A statement that the insurer will mail notice to Highlands County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
4. County and State of Florida, Department of Transportation as Additional Insured: The Contractor shall name Highlands County, Highlands County Board of County Commissioners, and State of Florida, Department of Transportation as additional insured and Highlands County as certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide Highlands County with proof of same.
 5. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by Highlands County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligations to fulfill the insurance requirements specified herein.
 6. Loss Deductible Clause: Highlands 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.
 7. Additional Requirements: All insurance carriers shall have an AM Best Rating 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.

7.02 Property Insurance

1. The Contractor shall purchase and maintain Builders Risk Insurance for all work at the Project site to the full insurable value thereof. This Insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost shall affect and maintain similar property insurance for materials or other equipment for the Project which are stored off site or in transit for use as part of the Project or to be included in an Application for Payment.
2. Any loss insured under the property insurance policy required by this section is to be made payable to the Owner as Trustee for the insured.
3. The Owner as Trustee shall deposit in a separate account any money received as a

result of an insured loss and it shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered through change order if necessary.

4. The Owner as Trustee shall have power to adjust and settle any loss with the insurers.

7.03 Notice of Occurrence, Accident, Injury or Damage

The Contractor shall promptly notify the County Contact Person, in writing, of any accident or occurrence involving injury to persons or damage of property during the course of construction. The report shall be made notwithstanding the fact that no injury or damage may be apparent at the time of the accident or occurrence. The Contractor shall also provide any supporting documentation reasonably requested by the Owner or the County Contact Person.

ARTICLE - 8.00 CHANGES IN THE WORK

8.01 Contract Time/Sum

The Contract Sum and the Contract performance time may be changed only by Change Order.

8.02 Claims for Additional Costs and/or Additional Time

Claims for additional time or costs shall be determined as follows:

1. If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the County Contact Person written notice thereof, with a copy to the Engineer, within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to complete the work related to the request for increase, except in an emergency situation endangering life or property. Such a claim will be waived unless made in accordance herewith. If the County Contact Person and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer after consultation with the County Contact Person and the Contractor. The decision of the Engineer shall be final and binding. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

2. If the Contractor claims that additional cost is involved because of, but not limited to: a) unreasonable delay in any written interpretation; b) any order by the Owner to stop the work pursuant to terms hereof where the Contractor was not at fault; c) any written order for a Minor Change in the work; or d) failure of payment by the Owner the Contractor shall make such claim as provided for herein.

3. Claim for Extension of Time - Except as provided in Section 8-6, Temporary Suspension of Contractor's Operations in the FDOT Standard Specifications, any claim, for extension of time shall be made in writing to the Engineer not more than ten (10) days after the occurrence of the event giving rise to the commencement of the delay; otherwise, such claim for additional time shall be waived. In the case of a continuing delay only one claim shall be necessary. Denial of Claims for additional costs and/or time shall not be grounds for the Contractor to suspend the work or terminate the Agreement.

8.03 Minor Changes in the Work

The Engineer will have authority to order minor changes in the Project not involving an extension of the Contract time and not inconsistent with the intent of the Construction Documents. Such changes shall be included in a Change Order. The Contractor shall carry out such orders promptly.

8.04 Revision to Drawings and Specifications

The right is reserved for the Engineer either before or after Specified Date of Commencement, to make alterations in the Plans, or in the character of the Project as may be considered necessary or desirable to complete fully the proposed construction, provided such alterations do not change materially the Project scope. Such alterations shall not be considered as a waiver of any conditions of this Agreement nor to invalidate any of the provisions hereof.

1. Should such alterations in the Plans result in an increase in the scope of the Project to be performed, a fair and equitable change in the Contract Sum and Contract time shall be agreed upon in writing by the Contractor and the Engineer before such work is started. Such change shall be affected by a Change Order.

2. Should such alterations result in a decrease in the scope of the Project, such change shall be affected by a Change Order.

ARTICLE - 9.00 UNCOVERING WORK, CORRECTION OF WORK AND DEFECTIVE MATERIALS

9.01 Uncovering of Work

If any portion of the work on the Project should be covered contrary to the request of the Engineer or contrary to requirements specifically expressed in the Construction Documents, such work must be uncovered, at the Contractor's expense, if required for observation, and shall thereafter be replaced at the Contractor's sole cost and expense.

9.02 Correction of Work, Right to Cure

1. Correction of Work:

- a. The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the Construction Documents whether observed before or after Substantial or Final Completion and whether or not installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for any additional inspection or testing services made necessary thereby.
- b. If, within one (1) year after the Date of Certification of Final Completion of Work, or within such longer period of time as may be prescribed by law, any of the work on the Project is found to be defective or not in accordance with the Construction Documents, the Contractor shall correct said defect promptly after receipt of a written notice from the Owner, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination or natural expiration of this Contract and shall not prejudice any other remedy available to the Owner. The Owner shall provide notice promptly after

discovery of the defective condition.

- c. Nothing contained in this Section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Construction Documents. The establishment of the time period of one (1) year after the Date of Final Acceptance or such longer period of time as may be prescribed by law relates only to the specific obligation of the Contractor to correct defective work, and has no relation to the time within which the Contractor is obligated to comply with the Construction Documents, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations under this Agreement. Additionally, Contractor's liability to pay for the cost to remedy work not done in accordance with the Construction Documents shall not be limited by this Section.
2. Defective Materials: All materials not conforming to the requirements of the Specifications shall be considered defective and, whether in place or not, shall be rejected and immediately removed from the Project by the Contractor at the Contractor's sole cost and expense, unless otherwise permitted.
3. Removal by Owner: If the Contractor does not proceed with the correction of defective or nonconforming work or with the removal of defective or nonconforming materials within a reasonable time fixed by written notice from the Engineer, the Owner may remove the same and store any such material or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days of notice related to the same and retrieve said materials or equipment, the Owner may upon ten (10) additional days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the cost of removal, correction and storage that should have been borne by the Contractor, including compensation for any additional inspection or testing services made necessary thereby. If such proceeds of sale do not cover all costs which should have been paid by the Contractor, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand.
4. Owner's Right to Carry Out Work: If the Contractor defaults or neglects to carry out the Project in accordance with the Construction Documents and fails within fourteen (14) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy it may have, correct any such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any additional inspection or testing services made necessary thereby. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand by the Owner or the Owner may recover the costs from the Surety.

9.03 Acceptance of Defective or Nonconforming Work

If the Owner prefers to accept defective or nonconforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. The Contractor shall not be eligible to share in any cost savings resulting from such Change Order. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE - 10.00 TERMINATION AND SUSPENSION OF WORK

10.01 Suspension of Work by Owner

All work which has been rejected shall be remedied or, if deemed necessary, shall be removed or replaced in a manner acceptable by the Owner, by the Contractor, at Contractors sole expense. In addition to the other remedies provided herein should the Contractor fail to remove rejected materials or fail or refuse to remedy or replace defective work, the Owner may suspend the affected work until such orders are rectified. Such withholding of payments or suspension of work shall not be grounds for termination of this Contract by the Contractor. Any delay caused by such a suspension shall not be cause for extending the time for completion of the Project.

10.02 Suspension of Work by Contractor

The Contractor shall not suspend Work without written permission of the Owner except as provided for in this Section. The Contractor may suspend work upon written notice to the Owner if:

1. The work is stopped pursuant to an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or the agents, employees or any other person thereof, performing any of the work under a contract with or for the Contractor; or
2. The work is stopped as a result of an act of government, such as a declaration of a national emergency making materials unavailable; or
3. After thirty (30) days, notice to the Owner of the Engineer's failure to act on a request for Payment; or
4. After thirty (30) days, notice to the Owner of its failure to make timely payment on an approved Certificate for Payment. Timely as used herein means within the time periods provided in this Contract.

10.03. Termination by the Contractor

If the work is suspended by Contractor for a period of sixty (60) days for any permitted reason other than a declared state of emergency by a governmental entity, the Contractor may give written notice to the Owner with copies to the Engineer of his intention to terminate this Contract at a date thirty (30) days from the delivery of the notice. If the Owner cannot or does not cure the reason for the suspension within said thirty (30) day period, the Contractor may then terminate the Contract by giving written notice to the Owner.

10.04 Termination by the Owner with Cause

Procedure: In the event of breach of the provisions of this Contract by the Contractor or any of its Subcontractors or if the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided for in the Construction Documents, to supply enough properly skilled workmen and proper materials to keep the Project on schedule, or if it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if it fails to cure the reason for a suspension invoked by the Owner, after said suspension has been in effect for fifteen (15) days, then the Owner may serve written notice upon the Contractor, and the Surety, of termination of this Contract. If within five (5) days after the serving of such notice, the breach or violation ceases or arrangements for correction, satisfactory to the Owner, have been made, this Contract shall not terminate; however, upon expiration of the five (5) day period without correction or arrangements for correction, the Owner shall immediately serve notice upon the Surety and the Surety shall have the right to take over and perform this Contract through forces other than by use of the Contractor; provided however, that if the Surety does not commence performance thereof within five (5) days from the date of notice to the Surety, the Owner may take over the Project and continue the same to completion in accordance with the Contract for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the Project such materials, equipment, tools, and Plans as may be on the site of the Project and necessary therefor.

Costs: In the event that the Owner terminates this Contract, and the costs of finishing the Project exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified upon application, in the manner provided for in this Agreement. In the event the Owner terminates this Contract pursuant hereto, and the costs of finishing the Work do not exceed the unpaid balance of the Contract Sum. The Owner may retain any such unpaid balance.

10.05 Termination by Owner Without Cause:

1. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause take possession of all Construction Documents and records related to the Project, owned by the Contractor, and may finish the Project by whatever means and method the Owner may deem expedient without prejudice to any other right or remedy.

2. Upon seven (7) days written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- a. Cease operations as directed by the Owner in the notice;
- b. Take actions necessary, or that the Owner may direct, for the protection and preservation of the completed work on the Project, and
- c. Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for work directed to be performed prior to the effective date of termination as stated in the notice.

3. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

10.06 Suspension Causing Termination

Should the Owner be temporarily prohibited or enjoined from proceeding with the Project, the Contractor shall not be entitled to any claim for damages and shall not be entitled to withdraw from the Contract except by and with the consent of the Owner. The Contractor shall, however, be entitled to an extension of time for completion of the Project equal to the time of such interruption or delay as determined and certified by the Engineer. If the Project is not resumed within sixty (60) days, the Contract may be terminated by the Contractor upon the Contractor giving sixty (60) days' notice and opportunity to cure, to the Owner. If this Contract is so terminated, the Contractor shall be entitled to reimbursement of all reasonable out-of-pocket expenses for personnel assigned to the Project from the date of execution of this Contract to the date the termination becomes effective and which have not already paid, and reasonable and verifiable contract costs incurred by Contractor which were incurred prior to the effective date of termination and which the Contractor had no ability to terminate, suspend, or cancel.

ARTICLE - 11.00 MISCELLANEOUS PROVISIONS

11.01 Indemnification

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless Highlands County, including its officers, agents and employees, and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor. The foregoing indemnification shall not constitute a waiver of the Department's or the County's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

11.02 Sovereign Immunity

The Owner 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 Contract to the contrary, nothing in this Contract 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 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 Owner which would otherwise be barred under the

Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies specifically contained in this Agreement or otherwise available under Florida law.

11.03 Applicable Law, Venue and 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.

11.04 Press Releases and Confidentiality of Information

The Contractor agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by the Contractor or its employees without the Owner's prior written consent. The Contractor shall require all subcontractors and suppliers to agree in writing to be bound by the provisions of this Section.

11.05 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.

11.06 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 Section, the Owner shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

11.07 Binding Effect and Assignment

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns. This Agreement shall only be assignable by the Contractor upon the express written consent of the Owner.

11.09 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.

11.10 Notice

All Written Notices shall be deemed to have been duly given if delivered in person, or within seven (7) days after depositing in the United States Mail, postage prepaid, certified with return receipt requested or otherwise actually delivered by hand to the persons named below.

Contractor:

E.O. Koch Construction Co.
1417 Swank Avenue
Sebring, Florida 33870
ATTN: Aaron Nadaskay

Owner:

Highlands County
500 S. Commerce Avenue
Sebring, Florida 33870
ATTN: Chair

Engineer:

Highlands County Engineer
505 S. Commerce Avenue
Sebring, Florida 33870

County Contact Person:

Highlands County
500 S. Commerce Avenue
Sebring, Florida 33870
ATTN: County Administrator

The representatives of the parties and the addresses for representatives may be changed at any time by notifying the other party in writing of the change.

11.11 Public Entity Crimes

As required by Florida Statutes, Section 287.133, 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 in connection with this Agreement it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant which is within thirty-six (36) months of the date of being placed on the convicted contractor list.

11.12 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.

11.13 Severability

In the event a Court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Contract to be null and void, the remaining parts of this Contract shall continue in full force and effect as though such sentence, provision, paragraph or section has been omitted from the Contract.

11.14 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.

11.15 Auditing, Records and Inspection

In the performance of this Contract, Contractor shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of

this Contract shall be open to inspection during regular business hours by an authorized representative of the Owner and shall be retained by Contractor, for a period of three years after termination or completion of the Contract or until the full Owner audit is complete, whichever comes first. The Owner shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Owner also has the right to conduct and audit within sixty (60) days from the effective date of this Contract to determine whether Owner has the ability to fulfill its contractual obligations to the satisfaction of the Owner. The Owner has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

11.16 Public Records

1. 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
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

2. Contractor agrees to comply with public records laws, specifically to:
 - a. Keep and maintain public records required by the Owner to perform the services set forth herein.
 - b. Upon request from the Owner's custodian of public records, provide the Owner 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.
 - c. 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 Owner.
 - d. Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the services set forth herein. If the Contractor transfers all public records to the Owner 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 Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

11.17 Fund Availability

The Owner's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. The Owner will endeavor with all due diligence to appropriate sufficient funds to defray expenses associated with this Contract throughout its duration and will not engage for similar services upon the loss of appropriations for a one (1) year subsequent period.

11.18 Applicable Licensing

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

11.19 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.

11.20 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.

11.21 Bankruptcy or Insolvency

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

11.22 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.

11.23 Administrative Documentation Conflict

In the event the Owner 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 Owner'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.

11.24 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 Owner 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.

11.25 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 without regard to any notice otherwise required herein. In the event the Owner 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 Owner. 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>.

ARTICLE 12.00 PROJECT MANAGERS.

The Owner and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Contract. The person or individual identified by the Contractor to serve as its Project Manager for this Contract, or any replacement thereof, is subject to prior written approval and acceptance of the Owner. If the Owner or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The Owner will notify the Contractor, in writing, if the current Owner Project Manager is replaced by another individual.

1. The Owner Project Manager's contact information is as follows:

Highlands County
ATTN: JD Langford
505 S. Commerce Avenue
Sebring, Florida 33870
(863)402-6877
jdlangford@highlandsfla.gov

2. The Contractor Project Manager's contact information is as follows:

E.O. Koch Construction Co.
ATTN: Aaron Nadaskay
1417 Swank Avenue
Sebring, Florida 33870
(863)385-8649
aaron@eokoch.com

ARTICLE 13.00 **ATTACHMENTS**

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

Signatures on Following Page

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

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairman

ATTEST:

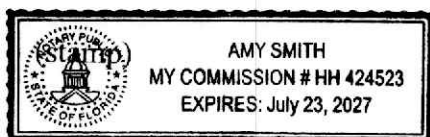
Jerome Kaszubowski, Clerk of Court

E.O. KOCH CONSTRUCTION CO.

By: _____
Print: Aaron Nadaskey
Title: VP

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or [] online notarization of Aaron Nadaskey, the vice president of
Contractor who swore that he/she is authorized to bind the Contractor and who is personally known
to me or who produced N/A as identification, and who
did/did not take an oath this 18th day of August, 2023.



Amy Smith
NOTARY PUBLIC

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT

August 22, 2023

BUDGET AMENDMENTS

(Transfers over \$5,000 require Board approval)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 8/21/2023

SUBMITTED BY: JD Langford, P.E., County Engineer

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

PROJECT(S) #: 19007 / 22010 PROJECT TITLE(S): New Traffic Operations Building
ADA Hammock Rd. Multi Use Path COST CENTER TITLE(S): Transportation Projects

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	22010	348,845.04		150,000.00	198,845.04
E	151	4102A	56200Z	Project Buildings	19007	1,661,268.79	150,000.00		1,811,268.79
									0.00
									0.00

REASON: This budget amendment is necessary to reallocate funds from Cost Center 4102A (Transportation Projects), Account 56301Z (Project Capital Infrastructure), Project 22010 (ADA Hammock Rd. Multi Use Path) to Cost Center 4102A (Transportation Projects), Account 56200Z (Project Buildings), Project 19007 (New Traffic Ops Building) to complete construction of the Traffic Ops Building.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-137

TRANSFER TYPE:

Approval

ACTION:

XX ITEM TO ITEM

Board Approved Denied

 RESERVE

County Administrator Approved Denied

 BY RESOLUTION

 SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Brandon Gunn, Interim Facilities Director

SUBJECT/TITLE: Request approval of the Agreement with Parker Mudgett Smith Architects for the Highlands County Special Needs Shelter.

STATEMENT OF ISSUE

County staff solicited for the design of a Special Needs Shelter in January of 2023 through RFP 23-009. A selection committee was prepared and chose to award to Parker Mudgett Smith Architects from 2 architectural and engineering firms. Funds have been budgeted for the design and construction of this project in the amount of \$5,000,000.00 and the amount for design services for this agreement is \$509,947.00.

RECOMMENDED ACTION

Move to approve the Agreement with Parker Mudgett Smith Architects for the Highlands County Special Needs Shelter.

FISCAL IMPACT

The fiscal impact is \$509,947.00 to Fund 005, Project 20071 (Special Needs Shelter), Cost Center 3991, account 56200Z which is currently budgeted in FY22/23.

Attachments: [Professional Services Agreement.Parker Mudgett.SGS - PMSA signed 08Aug2023.pdf](#)

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY
AND
PARKER MUDGETT SMITH ARCHITECTS, INC.
FOR
PROFESSIONAL SERVICES FOR
SPECIAL NEEDS SHELTER
PURSUANT TO
RFP-23-009-LKD

TABLE OF CONTENTS

ARTICLE	ITEM	PAGE
1.00	Definitions.....	3
2.00	Scope of Professional Services.....	5
3.00	Term.....	5
4.00	Obligations of the CONSULTANT.....	5
5.00	Obligations of the COUNTY.....	8
6.00	Compensation and Method of Payment.....	8
7.00	Fund Availability.....	9
8.00	Time and Schedule of Performance.....	9
9.00	Conflict of Interest.....	10
10.00	Assignment or Transfer.....	10
11.00	Applicable Law, Venue and Jury Trial.....	10
12.00	Waiver of Breach.....	11
13.00	Insurance Coverage.....	11
14.00	Duties and Obligations Imposed on the CONSULTANT.....	13
15.00	Representation of the COUNTY.....	13
16.00	Use of COUNTY Name, Logo and/or Seal	13
17.00	Headings.....	13
18.00	Ownership of Documents.....	13
19.00	Notices and Address of Record.....	14
20.00	Termination.....	14
21.00	Amendments.....	15
22.00	Administrative Provisions.....	15
23.00	Acceptance.....	15
24.00	Public Entity Crimes.....	15
25.00	Equal Opportunity Employer.....	15
26.00	Severability.....	15
27.00	Joint Authorship.....	16
28.00	Auditing, Records and Inspection.....	16
29.00	Public Records	16
30.00	Prohibition Against Contingent Fees.....	17
31.00	Sovereign Immunity.....	17
32.00	Employment Eligibility Verification (E-Verify).....	17
33.00	Scrutinized Companies.....	18
34.00	Truth in Negotiation.....	18
35.00	Attachments.....	18
36.00	American Recovery Plan Act (Federal Requirements).....	18
....	Exhibit “A” - Project Description and Scope of Professional Services	
....	Exhibit “B” - List of Sub-Consultants	
....	Exhibit “C” - Compensation, Method of Payment and Invoicing	
....	Exhibit “D” - Project Schedule	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the “COUNTY”, and Parker Mudgett Smith Architects, Inc., 2136 McGregor Boulevard, Fort Myers, Florida 33901, hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, the COUNTY competitively solicited for professional services special needs shelter pursuant to the COUNTY’S Purchasing Policy and RFP-23-009-LKD; and

WHEREAS, the CONSULTANT submitted the most responsible and advantageous response to RFP-23-009-LKD; and,

WHEREAS, the CONSULTANT has certified to the COUNTY that it has been granted and possesses all necessary, valid and current licenses to do business in the State of Florida and in Highlands County, Florida, issued by the respective government agencies responsible for regulating and licensing the services to be provided and performed by the CONSULTANT pursuant to this Agreement; and

WHEREAS, the CONSULTANT has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth.

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

ARTICLE 1.0 - DEFINITIONS

The following are definitions for the terms as associated with this Agreement, whether capitalized or uncapitalized herein, and are provided to establish a common understanding between the parties regarding the intended usage, application and interpretation of same.

1.01 “ADDITIONAL SERVICES” - Additional services shall mean any professional services which are not included within the scope of services set forth in Article 2.00, which are included within the additional services set forth in Article 4.00 or which may from time to time be requested by the COUNTY.

1.02 “AGREEMENT” - As it relates to the requirement of the work contemplated herein, this Agreement shall include Exhibits “A”, “B”, “C”, and “D”, any other documentation by specific reference and any Amendment hereto and shall constitute the entire Agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this Agreement. To the extent of any conflict between

the terms and conditions of this Agreement or any Exhibit, attachment or other referenced documentation, the terms and conditions of this Agreement shall prevail.

1.03 “AMENDMENTS” - Amendments shall mean any additions, modifications, or alterations made to this Agreement. All Amendments shall be made in writing.

1.04 “COUNTY” - County means the Board of County Commissioners of Highlands County, a subdivision of the State of Florida, and any official and/or employee thereof who is duly authorized to act on the COUNTY's behalf, relative to this Agreement.

1.05 “CONSULTANT” - Consultant shall mean the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services required under the covenants, terms, and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONSULTANT shall also include any employees of the CONSULTANT, as well as any sub-consultants, sub-contractors or employees thereof, who are engaged by the CONSULTANT for the purpose of performing professional services pursuant to this Agreement.

1.06 “PARTIES” - Reference to the “parties” shall collectively include the COUNTY and the CONSULTANT.

1.07 “PROFESSIONAL SERVICES” - Professional Services (with or without capitalization) include all services, work, materials and other professional, technical and administrative activities as set forth herein, which are necessary to be provided and performed by the CONSULTANT, its employees, any and all sub-consultants, and any and all sub-contractors the CONSULTANT may engage to provide, perform, and complete the services required pursuant to the covenants, terms, and provisions contained herein.

1.08 “PROJECT MANAGER” - The COUNTY PROJECT MANAGER shall mean the County Administrator, or a designee thereof. The COUNTY PROJECT MANAGER shall be responsible for acting on behalf of the COUNTY to administer, coordinate, interpret, and otherwise manage the contractual provisions and requirements as set forth in this Agreement and/or any Amendment(s) hereto. The COUNTY PROJECT MANAGER shall also serve and act on behalf of the COUNTY to provide direct contact and communication between the COUNTY and the CONSULTANT, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONSULTANT, pursuant to this Agreement and/or any Amendment(s) hereto. The COUNTY PROJECT MANAGER shall also review and approve any and all requests submitted by the CONSULTANT for payment of services performed pursuant to this Agreement.

1.09 “NOTICE OF ACCEPTANCE” - Notice of Acceptance shall mean the written document issued by the COUNTY PROJECT MANAGER to the CONSULTANT verifying the Professional Services have been completed and accepted. This Notice shall be provided to the CONSULTANT by Certified Mail.

1.10 “NOTICE TO PROCEED” - A written Notice to Proceed (NTP) will be issued by the COUNTY PROJECT MANAGER following the execution of this Agreement and upon receipt of the CONSULTANT's insurance certificates and other required documentation. The CONSULTANT shall only be authorized to commence work after issuance of the NTP.

1.11 “SECOND COST” - Second cost shall mean the cost of building something once correctly subtracted from the cost of doing it incorrectly, due to a design error, omission or lack of required direction. This includes any cost necessary to correct the construction done incorrectly, including but, not limited to all labor materials needed to remove the incorrect construction and execute the correct design.

ARTICLE 2.00 – SCOPE OF PROFESSIONAL SERVICES

The CONSULTANT hereby agrees to provide and perform the professional services, to the satisfaction of the COUNTY, as set forth in the PROJECT DESCRIPTION AND SCOPE OF PROFESSIONAL SERVICES attached hereto as **Exhibit “A”**, as the same may be amended from time to time.

ARTICLE 3.00 - TERM

The term shall begin on the date of execution by the COUNTY and shall expire upon completion and acceptance of the tasks set forth in Exhibit “A” as evidenced by a written Notice of Acceptance issued by the COUNTY PROJECT MANAGER to the CONSULTANT.

ARTICLE 4.00 – OBLIGATIONS OF THE CONSULTANT

The obligations of the CONSULTANT, with respect to the services provided herein, shall include, but are not limited to, the following:

4.01 LICENSES

The CONSULTANT agrees to obtain and maintain, throughout the term of this Agreement, and/or any Amendment(s) hereto, all licenses required to do business in the State of Florida and the Highlands County, including, but not limited to, licenses required by any state boards or other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to this Agreement.

4.02 PERSONNEL

(1) **Qualified Personnel** - The CONSULTANT agrees to employ and/or retain only qualified personnel where Florida law requires a license, certificate of authorization or other form of legal entitlement to practice such services.

(2) **CONSULTANT's Project Manager** - The CONSULTANT agrees to employ and designate a qualified professional to serve as its Project Manager. The CONSULTANT's Project Manager shall be authorized to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed pursuant to this Agreement and/or any Amendment(s) hereto. The CONSULTANT's Project Manager shall have full authority to bind and obligate the CONSULTANT on any matter arising under this Agreement, and/or any Amendment(s) hereto. The CONSULTANT agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional

services of the CONSULTANT throughout the entire term of this Agreement, and/or any Amendment(s) hereto. The person or individual selected by the CONSULTANT to serve as its Project Manager is subject to prior approval and acceptance by the COUNTY.

(3) Removal of Personnel - The CONSULTANT agrees to promptly remove and replace the CONSULTANT's Project Manager or any other individual in its employ, including sub-consultant(s) or employees thereof, who are engaged by the CONSULTANT to perform professional services pursuant to this Agreement, and/or any Amendment(s) hereto, if the COUNTY requests, with or without cause, that any such individual cease performance of any work under this Agreement.

(4) Consistency - CONSULTANT's personnel assigned to the COUNTY's project shall remain assigned to the COUNTY's project, so long as employed by the CONSULTANT, in the capacity necessary to fulfill the scope of this Agreement. Any changes in personnel must be approved in writing by the COUNTY, in the sole discretion of the COUNTY.

4.03 STANDARDS OF PROFESSIONAL SERVICE

The CONSULTANT agrees to provide and perform the professional services set forth in this Agreement, or any Amendment(s) hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies of any governmental agencies which may regulate or have jurisdiction over the professional services to be provided and/or performed by the CONSULTANT pursuant to this Agreement.

4.04 INDEMNIFICATION

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

4.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter, the CONSULTANT agrees not to divulge, furnish, or make available to any third party, without the express written permission of the COUNTY, any non-public information where such information has not been properly subpoenaed concerning the services rendered by the CONSULTANT. All public information request shall be coordinated by the COUNTY.

4.06 ADDITIONAL SERVICES

The COUNTY may request that CONSULTANT provide and perform additional professional services related to the COUNTY's project, which were either not contemplated by the parties and provided for in Exhibit "A". Said additional services may be added at a later date, upon written Amendment to this Agreement executed by both parties hereto. Such additional services shall constitute a continuation of the professional services covered under this Agreement and shall be provided and performed in accordance with the covenants, terms, provisions and professional standards set forth herein.

4.07 INDEPENDENT CONSULTANT

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONSULTANT, 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 CONSULTANT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder.

4.08 USE OF SUB-CONSULTANTS

Sub-consultants and/or sub-contractors shall mean any individual or firm who offers professional services to the CONSULTANT, so as to assist in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Agreement and/or any Amendment(s) hereto. The COUNTY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any other agreement entered into by the CONSULTANT and any and all sub-consultants and/or sub-contractors. In providing and performing the services and work required under this Agreement, the CONSULTANT agrees to obtain assistance from only those sub-consultants, as set forth in **Exhibit "B"**.

4.09 CONSTRUCTION DOCUMENTS

(1) CONSULTANT agrees to issue conformed documents as necessary to provide clear and concise documents to the COUNTY for constructability at no additional cost.

(2) All revisions to construction documents shall be tracked on the documents by the CONSULTANT, providing, at a minimum, the last 5 revisions, the date of revision and a brief description of the revision.

4.10 SECOND COST FROM ERRORS OR OMISSIONS

CONSULTANT agrees to be both financially and professionally responsible for all cost and efforts associated with Second Cost expenses to the COUNTY as a result of services provided under this Agreement.

ARTICLE 5.00 - OBLIGATIONS OF THE COUNTY

The obligations of the COUNTY, with respect to the services provided herein, shall include the following:

5.01 AVAILABILITY OF COUNTY INFORMATION

At the CONSULTANT's request to the COUNTY PROJECT MANAGER, the COUNTY agrees to make available all pertinent information, known by the COUNTY to be available, so as to assist the CONSULTANT in providing and performing the professional services required hereunder. Such information may include, but not be limited to, the following: previous reports, plans, drawings, specifications, maps or other related data, and any documents prepared by others for the COUNTY. The CONSULTANT shall be entitled to reasonably rely on the accuracy and completeness of such information; however, the COUNTY shall not be required to hire additional consultants for professional evaluation or to draw conclusions on information provided.

5.02 AVAILABILITY OF COUNTY'S DESIGNATED REPRESENTATIVES

The COUNTY agrees that its PROJECT MANAGER shall be available within a reasonable period of time, with prior reasonable notice given by the CONSULTANT, to meet and/or consult with the CONSULTANT on matters pertaining to the professional services to be provided hereunder. The COUNTY further agrees that its PROJECT MANAGER shall respond, within a reasonable period of time, to written requests submitted by the CONSULTANT.

5.03 ACCESS TO COUNTY PROPERTY

The COUNTY agrees, upon request by the CONSULTANT to the COUNTY's PROJECT MANAGER, to provide access to COUNTY property, facilities, buildings and structures, within a reasonable amount of time after such request, in order to enable the CONSULTANT to provide and perform the required professional services under this Agreement. Such rights of access shall not be exercised in such a manner, or to such an extent, as to impede or interfere with COUNTY operations, or the operations carried on by others under a lease, or other contractual arrangement with the COUNTY, or in such a manner as to adversely affect the health and safety of the public. Such access is not required to be within the CONSULTANT's normal office work days and/ or work hours.

ARTICLE 6.00 - COMPENSATION AND METHOD OF PAYMENT

6.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONSULTANT pursuant to this Agreement, the COUNTY hereby agrees to pay the CONSULTANT in accordance with the provisions set forth by Florida Statutes, Section 218.70, Florida's Prompt Payment Act, and the schedule and provisions as set forth in PROFESSIONAL FEE ALLOCATION, attached hereto as **Exhibit "C"**

6.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the COUNTY and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination and the permitted costs related to the performance of such services.

(2) In the event of termination of this Agreement due to the fault of the CONSULTANT or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT 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 and the permitted costs related to the performance of such services. Any such payments shall be subject to a set-off for any damages incurred by the COUNTY resulting from delays occasioned by the termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONSULTANT.

6.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the COUNTY suspends the professional services required to be performed by the CONSULTANT pursuant to this Agreement, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of suspension and shall pay the permitted costs related to the performance of such services.

6.04 NON-ENTITLEMENT TO ANTICIPATED FEES

In the event the professional services to be performed under this Agreement are terminated, eliminated, canceled or decreased due to (a) termination; (b) suspension, in whole or in part; or (c) modification by the subsequent issuance of an Amendment, the CONSULTANT shall not be entitled to receive compensation for anticipated professional fees, profit, general and/or administrative overhead expenses or for any other anticipated income or expenses.

ARTICLE 7.00 - FUND AVAILABILITY

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 the use of the CONSULTANT for any work which may fall within the scope of services listed herein.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIME IS OF THE ESSENCE

Upon receipt of the Notice to Proceed from the COUNTY PROJECT MANAGER, the CONSULTANT shall commence work promptly and shall carry on all such services as may be required hereunder in a continuous, diligent and forthright manner. In providing the professional services contemplated by this Agreement, the CONSULTANT shall follow the PROJECT SCHEDULE attached hereto as **Exhibit "D"** as the same may be amended from time to time. The timely performance and completion of the professional services is vitally important to the COUNTY. Time is of the essence for all of the duties and obligations contained in this Agreement, and/or any Amendment(s) hereto.

8.02 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion by the CONSULTANT of all professional services provided under this Agreement, and/or any Amendment(s) hereto, is expected. The CONSULTANT agrees to employ an adequate number of personnel throughout the term of this Agreement, and/or any Amendment(s) hereto, so that all professional services can be provided, performed and completed in a timely and expeditious manner in accordance with the PROJECT SCHEDULE. Should the CONSULTANT not be able to complete the professional services in

accordance with Exhibit “E”, the CONSULTANT shall provide the COUNTY PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The COUNTY PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the COUNTY PROJECT MANAGER, it shall then become the schedule for the project as referenced in this ARTICLE 8.00. Requests for changes to Exhibit “E” that are denied by the COUNTY PROJECT MANAGER may be proposed as an Amendment to the Agreement and shall become effective if approved and executed as such by both of the parties.

8.03 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONSULTANT fail to commence, provide and/or perform any of the professional services required pursuant to this Agreement in a timely, continuous, diligent, professional and expeditious manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further agrees that no person having any such conflict of interest shall be employed or engaged by the CONSULTANT for performance hereunder. If the CONSULTANT, for itself and on behalf of its sub-consultants, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONSULTANT shall promptly bring such potential conflict of interest to the COUNTY's attention in writing. The COUNTY will make a determination in a timely manner. Upon determination that there is a conflict of interest, the COUNTY will submit written notice of same to the CONSULTANT and the CONSULTANT shall decline the new representation. If the COUNTY determines that there is not any such conflict, then the COUNTY shall give its written consent to such representation. If CONSULTANT accepts such a representation without obtaining the COUNTY's prior written consent, and if the COUNTY subsequently determines that there is a conflict of interest, the CONSULTANT agrees to promptly terminate such new representation. The CONSULTANT shall require each sub-consultant to comply with the provisions of this Section. Should the CONSULTANT fail to advise or notify the COUNTY, as provided herein, of representation which may, or does, result in a conflict of interest, or should the CONSULTANT fail to discontinue such representation where a conflict is determined to exist, the COUNTY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 – ASSIGNMENT OR TRANSFER

Any assignments or transfers of rights, benefits, or obligations hereunder shall only be allowed if approved as an Amendment to this Agreement executed by both parties.

ARTICLE 11.00 - APPLICABLE LAW, VENUE AND JURY TRIAL

This Agreement shall be governed by the ordinances of the COUNTY and the laws of the State of Florida. 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.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the COUNTY of a breach of any provision of this Agreement by the CONSULTANT 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 Agreement.

ARTICLE 13.00 - INSURANCE COVERAGE

13.01 GENERAL REQUIREMENTS

(1) The CONSULTANT shall not commence any work in connection with this Agreement until it has obtained the types of insurance, as specified hereunder, and such insurance has been approved by the COUNTY's Risk Management Department.

(2) The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the work under 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.

(3) All insurance policies shall be with insurers qualified and licensed to conduct business in the State of Florida.

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

A. AUTOMOBILE:

- i. Combined Single Limit: \$300,000 per accident,

OR

- ii. Bodily Injury: \$300,000 per person,

AND

Property Damage: \$100,000 per accident;

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

- C. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

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

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

13.02 CONSULTANT REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The CONSULTANT shall maintain all such insurance certificates and related documentation as required under this Agreement. Failure of the CONSULTANT to maintain such certificates and documents and submit proof of same to the COUNTY within fifteen (15) calendar days from the date of execution of this Agreement, shall be considered cause for the COUNTY to cancel this Agreement and rescind its action to engage the CONSULTANT. Before the COUNTY shall provide the CONSULTANT with written Notice to Proceed, and before the CONSULTANT shall commence any service or work under this Agreement, the CONSULTANT shall obtain and maintain insurance coverage of the types stated in this Article 13.00.

(2) 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:

- A. The name of the insured CONTRACTOR,
- B. The specified job by name and job number,
- C. List the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
- D. Recognizes the Indemnification requirements of this Agreement.
- E. The name of the insurer,
- F. The number of the policy,
- G. The effective date,
- H. The termination date,
- I. 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.

(3) Each Certificate of Insurance shall be accompanied by documentation that is acceptable to the COUNTY, establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of the insurance company, underwriting the insurance coverage, as indicated on each Certificate of Insurance.

(4) If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the CONSULTANT shall furnish to the COUNTY, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the CONSULTANT to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate this Agreement.

(5) 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 hereunder, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

(6) 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 secured by CONSULTANT for any of its sub-contractors. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or its sub-contractors providing such insurance.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT

The duties and obligations imposed on the CONSULTANT and the rights and remedies available hereunder, shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE COUNTY

The CONSULTANT, in performing the professional services required pursuant to this Agreement, and/or any Amendment(s) hereto shall only represent the COUNTY in the manner, and to the extent, as specifically set forth in this Agreement, and/or any Amendment(s) hereto. The COUNTY will neither assume or accept any obligation, commitment, responsibility or liability which may result from a representation by the CONSULTANT which is not specifically provided for and or authorized by this Agreement and/or any Amendment(s) hereto.

ARTICLE 16.00 - USE OF COUNTY NAME, LOGO AND/OR SEAL

The CONTRACTOR may only use the COUNTY'S name, logo and/or seal with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

ARTICLE 17.00 - HEADINGS

The headings of any Articles, Sections and/ or Attachments to this Agreement, are for convenience only and shall not be deemed to expand, limit, or change any of the provisions contained herein.

ARTICLE 18.00 - OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and any other records or data specifically prepared for and developed by the CONSULTANT pursuant to this Agreement, shall be the property of the CONSULTANT until the CONSULTANT has been paid for performing such services as required to produce such documents. The CONSULTANT shall submit reports and other documents, to the extent directed by the COUNTY, in the format as specified in Exhibit "A". Upon the natural expiration or termination of this Agreement, all such documents shall be promptly delivered to and become the property of the COUNTY. The CONSULTANT, at its expense, may retain copies of all documents generated pursuant to this Agreement, which have been delivered to the COUNTY, for reference and internal use. The CONSULTANT shall not use any documents, data and/or information generated by virtue of this Agreement on any other project or for any other client without the express written permission of the COUNTY.

ARTICLE 19.00 - NOTICE AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO COUNTY

All notices to the COUNTY pursuant this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Highlands County
Attention: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

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

19.02 NOTICES BY COUNTY TO CONSULTANT

All notices to the CONSULTANT pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following address of record:

Parker Mudgett Smith Architects, Inc.
Attention: W. Jeffrey Mudgett
2136 McGregor Boulevard
Fort Myers, Florida 33901

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in this Article 19.00.

ARTICLE 20.00 - TERMINATION

20.01 GENERAL PROVISIONS

This Agreement may be terminated by the COUNTY or the CONSULTANT, with or without cause, by giving thirty (30) days written notice to the other party.

20.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

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

20.03 CONSULTANT TO DELIVER MATERIAL

Upon termination for any reason, the CONSULTANT shall promptly deliver to the COUNTY all documents, papers, drawings, models or any other materials to which the COUNTY has exclusive rights by virtue of this Agreement.

ARTICLE 21.00 - AMENDMENTS

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.

ARTICLE 22.00 - ADMINISTRATIVE PROVISIONS

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.

ARTICLE 23.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated.

ARTICLE 24.00 - PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the CONSULTANT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONSULTANT 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.

ARTICLE 25.00 - EQUAL-OPPORTUNITY EMPLOYER

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

ARTICLE 26.00 - 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.

ARTICLE 27.00 - 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.

ARTICLE 28.00 - AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, the CONSULTANT 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 CONSULTANT, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONSULTANT 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.

ARTICLE 29.00 - PUBLIC RECORDS

- (1) 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
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM**

- (2) CONSULTANT agrees to comply with public records laws, specifically to:
- A. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
 - B. 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.

- C. 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 CONSULTANT does not transfer the records to the COUNTY.
- D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT 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.

ARTICLE 30.00 - PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this agreement and that he/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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE 31.00 - SOVEREIGN IMMUNITY

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. 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 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.

ARTICLE 32.00 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order U-02; Verification of Employment Status), 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 of 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 must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov> IE-Verify.

ARTICLE 33.00 - SCRUTINIZED COMPANIES

By execution of this Agreement, CONSULTANT hereby certifies that it is not on the scrutinized companies list. This Agreement may be terminated by the COUNTY, without penalty to the COUNTY: i) in the event that the CONSULTANT is put on the scrutinized companies list prohibited by Florida Statutes, Section 287.135, or ii) if the COUNTY determines that the CONSULTANT falsely certified to the COUNTY that the CONSULTANT is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Florida Statutes, Section 287.135.

ARTICLE 34.00 - TRUTH IN NEGOTIATION CLAUSE

By execution of the Agreement, CONSULTANT hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the COUNTY may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within 1 year following the end of the Agreement.

ARTICLE 35.00 - ATTACHMENTS.

The CONSULTANT hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to the COUNTY as part of the CONSULTANT's response to the COUNTY's solicitation for this Agreement. All such attachments are hereby ratified and if the CONSULTANT knowingly submitting 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.

ARTICLE 36.00 – AMERICAN RECOVERY PLAN ACT (FEDERAL REQUIREMENTS)

The CONTRACTOR acknowledges that the subject services are being paid for with American Recovery Plan Act funds and hereby agrees to comply with the following specific Federal requirements and regulations:

- A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C)) During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause

(41 CFR 60-1.4(b)):

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

- B. COPELAND “ANTI-KICKBACK” ACT (2 CFR §200.326 Appendix II to Part 200 (D)) (Applicable only for construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, 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. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.
1. CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
 2. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 3. Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708) (Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** (2 CFR §200.326 Appendix II to Part 200 (F)) 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 that “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.
- E. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (2 CFR §200.326 Appendix II to Part 200 (G)) CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. **DEBARMENT AND SUSPENSION** (2 CFR §200.326 Appendix II to Part 200 (H))
A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- G. **PROCUREMENT OF RECOVERED MATERIALS** (2 CFR §200.322) CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes

energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- H. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321) Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.
- I. ENERGY EFFICIENCY AND CONSERVATION CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.
- K. Civil Rights Compliance - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights Act** of 1964.
- L. Huawei and ZTE restrictions, 2 CFR § 200.216, prohibits award recipients from using federal award funds to procure or obtain any "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial . . . component of any system." Covered telecommunications equipment or services

include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

- M. Domestic Preference As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, **provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- N. Affirmative Action Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CGR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

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

**BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY**

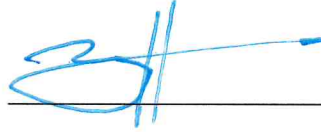
Chris Campbell, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

CONSULTANT

PARKER MUDGETT SMITH
ARCHITECTS, INC.



Print: W. Jeffrey Mudgett, AIA

Title: President

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of W. Jeffrey Mudgett, as President, of Parker Mudgett Smith Architects, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONSULTANT, and who is personally known to me, or who produced _____ as identification, and who did/did not take an oath on this 8th day of August, 2023.




NOTARY PUBLIC

Exhibit “A” Scope of Services

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

Work is broken down into the following specific Tasks.

Task 1: Master Planning

Identification of current and future space needs for all departments within the complex and the creation of an architectural program document that assigns net square footages to each.

Strategic planning and the creation of a master plan document that describes the best approach to building the next building(s) and/or addition(s) on the site. The master plan will reflect the most efficient and cost-effective approach to the facilities that meet the current needs and allows for the efficient development of future phases. The master plan should also protect and enhance the best qualities of your current facilities.

Once the Master Planning and Conceptual Design are complete there will be a much more accurate definition of the scope and cost of the final project. At that point, when the county is ready to move forward, we will prepare a new fee calculation based on the actual scope of work and will subtract all fees billed in the study phase from that number.

Deliverable:

- a) Architectural Program; and
- b) Conceptual Site Plan prepared in consultation with the Civil Engineer to verify compliance with Highlands County zoning and Land Development regulations

Task 2: Schematic Design Documents

During this Task we will be refining the plans and elevations and noting the work to be done throughout. Structural elements will be examined. Mechanical, electrical, plumbing, fire protection, and roofing systems will be initially designed. This Task has been divided to enable monthly invoicing.

Deliverable:

Draft pdf format Project Manual containing the technical specifications.

Draft pdf format drawing sheets containing floor plans, roof plan, exterior elevations, and other elevations and details necessary to describe the scope of work.

Task 3: Design Development Documents

During this Task Contractor will be further refining the plans and elevations and noting the work to be done throughout. Structural modifications will be resolved. Mechanical, electrical, plumbing, fire protection, and roofing systems will be determined. This Task has been divided to enable monthly invoicing.

Deliverable:

Draft pdf format Project Manual containing the technical specifications.

Draft pdf format drawing sheets containing floor plans, roof plan, exterior elevations, and other elevations and details necessary to describe the scope of work.

Task 4: Construction Documents – to 90% Design

This Task includes the finalization of the documents previously produced. Meetings will be held with the permitting agencies to identify and address their concerns. This Task has been divided to enable monthly invoicing.

Deliverable:

pdf format Project Manual containing the technical specifications.

pdf format and full-size sheets (24" x 36") full set drawings.

Task 5: Final Construction Documents – 100% Design

This Task will incorporate all input from the County reviews and permitting agencies. Final coordination between design disciplines will be completed with final modifications taking place prior to any documents being published. Clear, complete, and easily read contract documents are the single most important tool to get building permits and a good product from your contractor.

Deliverable:

Original electronically signed & sealed Project Manual containing the technical specifications.

Original electronically signed & sealed drawing sets (24" x 36" format)

Task 6: Assistance during Permitting and Bidding

Contractor's role during this Task will be to assist with questions from bidders. A pre-bid meeting will be held that we suggest be made mandatory for all bidders. Questions arising from the meeting, as well as any other questions submitted in writing prior to a predetermined deadline, will be responded to through written minutes of the meeting and/or addenda.

Deliverable:

Attendance at the pre-bid meeting

Written responses to applicable Pre-bid Requests for Information

Task 7: Construction Contract Administration

Contractor and its consultants will review shop drawings, make periodic construction observation visits, help answer any inspectors' questions, approve payment applications, and sign substantial and final completion documents at the end of the project.

Reimbursables

This is less of a Task and more of a budget line item. These funds are to be used for the printing of copies of the physical permit documents, submittal or permit fees, impact fees, and other qualifying and Owner approved project expenses.

Deliverable:

Written receipts for all pre-approved additional expenses incurred by the design team.

Potential Additional Services

Existing Building Evaluation

During this Task the existing shelter facility will be observed and analyzed by all design disciplines. Components and systems will be reviewed and some destructive testing in the form of component removal to access hidden spaces is to be expected. This enables a more complete understanding of the existing conditions.

Deliverable:

Digital pdf copy of the Building Evaluation

Digital original format copies of photos, and similar background documents

Measured Drawings of Existing Conditions

It has been determined that no scaled drawings of the current building exist. This Task will produce scaled floor plans, exterior elevations, roof plans, and miscellaneous interior elevations and details that will be used by all design disciplines as their base sheets. These documents will be the backgrounds for all systems.

Deliverable:

A CAD format of floor plans, roof plan, exterior elevations, and other elevations and details necessary to describe required scope of work Fee.

Architectural Basic Services include Architectural, Structural Engineering, and Mechanical, Electrical, Plumbing, and Fire Protection Engineering. Master Planning is necessary to determine the project scope.

Once the Master Planning and Conceptual Design are complete there will be a much more accurate definition of the scope and cost of the final project. At that point, when the County is ready to move forward, we will prepare a new fee calculation based on the actual scope of work and will subtract all fees billed in the study phase from that number.

**Exhibit “B”
Sub-Consultants**

TRC Worldwide Engineering
11926 Fairway Lakes Drive
Fort Myers, Florida 33913

OCI Associates, Inc.
9728 Commerce Center Court
Fort Myers, Florida 33908

Polston Engineering, Inc.
2925 Kenilworth Boulevard
Sebring, Florida 33870

**Exhibit “C”
Compensation**

Task 1: Master Planning \$ 18,500

Sub-Total \$18,500.00

Architectural Basic Services:

Task 2: Schematic Design Documents \$ 42,090

Task 3.1: Design Development Documents – to 50% \$ 35,076

Task 3.2: Design Development Documents – to 100% \$ 35,076

Task 4.1: Construction Documents – to 30% \$ 29,362

Task 4.2: Construction Documents – to 60% \$ 29,362

Task 4.3: Construction Documents – to 90% \$ 29,362

Task 5: Final Construction Documents – 100% \$ 9,721

Task 6: Assistance during Permitting and Bidding \$ 13,931

Task 7: Construction Contract Administration \$ 56,020

Sub-Total \$280,000.00

Reimbursables (NTE) \$ 1,500

Sub-Total \$ 1,500.00

Required fee elements (sub-consultant fees-services required for project)

Civil Engineering (preliminary) \$ 30,000

Civil Engineering (includes final site and drainage) \$ 40,000

Landscape Architecture \$ 25,080

Survey (includes soil and water) \$ 6,000

Mechanical Systems Commissioning \$ 24,000

Sub-Total \$125,080.00

Fee elements that are Potential Additional Services. Some of these elements may not be required and will be billed as authorized by the County on an as-needed basis

Existing Building Evaluation \$ 21,630

Measured Drawings of Existing Conditions \$ 16,710

ICC Structural Review \$ 22,000

ICC Mechanical Review \$ 14,750

Detailed Cost Estimates (at 30%, 90%, and 100% CDs) \$ 9,777

Sub-Total \$ 84,867.00

Total – All Services \$509,947

Invoicing will be at the conclusion of each Task. Task 7 Construction Contract Administration will be invoiced monthly in proportion to the percentage of construction completed.

Exhibit “D” Schedule

The suggested Project Schedule will be as expeditious yet realistic as possible. Tasks which may be performed simultaneously will be so listed. The schedule may need to be adjusted to provide for holidays, particularly during Owner and Regulatory Agency review periods. Time periods associated with local permitting and other Regulatory Agency review times are not within the control of the design team and are, therefore, estimates. Specific dates are variable.

The CONSULTANT is to begin work on the project upon receipt of the official Notice to Proceed. Final completion of services will be within six hundred sixty (660) calendar days from the Notice to Proceed unless otherwise extended by the COUNTY.

Task	Description	Days
1	Master Planning/Program Verification/Existing Conditions Evaluation	90
2	Schematic Design Documents	60
3.1	Design Development Documents - to 50%	45
3.2	Design Development Documents - to 100%	45
4.1	Construction Documents - to 30%	40
4.2	Construction Documents - to 60%	40
4.3	Construction Documents - to 90%	40
5	Final Construction Documents - 100%	30
6	Assistance During Permitting and Bidding	30
7	Construction Contract Administration	240
	TOTAL	660

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Laurie A. Hurner, County Administrator
Sherry Sutphen, County Attorney

SUBJECT/TITLE: Request to donate surplus land to Spring Lake ECO Park.

STATEMENT OF ISSUE

The 21.29-acre land parcel located at 1724 Duane Palmer Blvd, Sebring, Florida, Spring Lake is owned by the county. A large portion of this land is not suitable for building. This land has been deemed surplus by the county. Spring Lake has submitted a letter of request to donate this parcel of land to the Spring Lake District for use as an expansion of their ECO park which is just to the east of this parcel. This land would enhance district recreation and natural areas. Spring Lake would be responsible for any enhancements, maintenance and upkeep of the new park area.

RECOMMENDED ACTION

Move to approve the donation of county owned surplus land located adjacent to the Spring Lake ECO Park.

FISCAL IMPACT

The value of the property according to the Highlands County Property Appraiser is \$85,160. Thus, the County owned land bank would be reduced by such.

Attachments: [Spring Lake Eco Park Land Request.pdf](#)



115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

May 1, 2022

To: Randy Vosburg, County Administrator
From: Joe DeCerbo, District Manager
Subject: County Land

The attached parcel identified as C-15-35-30-071-00A0-0020 is owned by the County. Much of the land is extremely wet and not very suitable for housing except for the area along Duane Palmer Blvd.

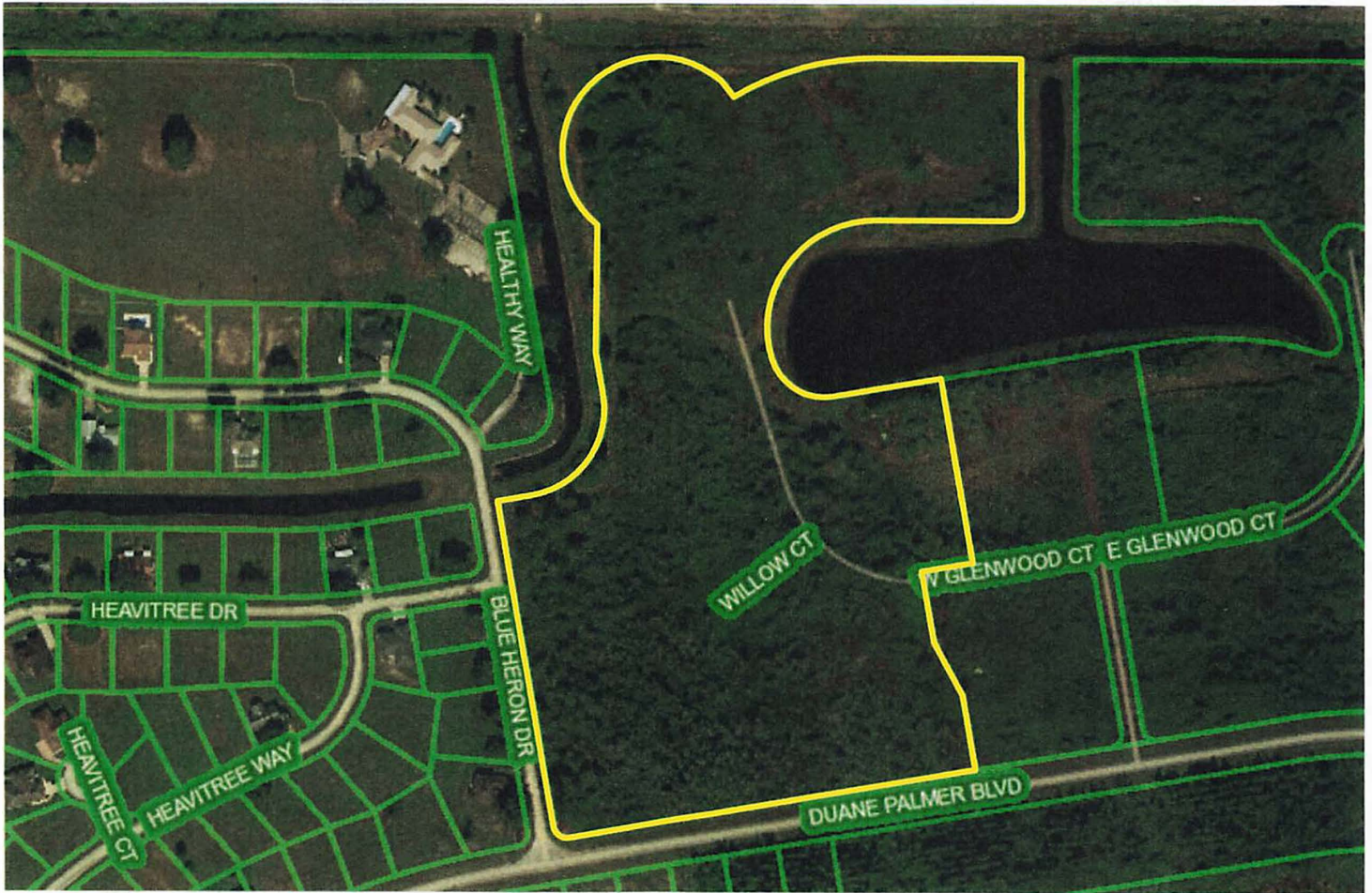
The District's ECO Park is just to the east of this parcel and would make a good complement and expansion to the Park. Our levee connects both areas and its 25' width allows for golf carts to easily traverse the area.

If the County wants to donate the land to the District we will make it a part of the ECO Park, enhance fishing areas, and construct wooden paths thru the wet areas. There is an entrance/exit on Healthy Way, to the west, that would easily connect these two areas in addition to the levee access.

The District would be responsible for any enhancements and the maintenance and upkeep of the new park area.

Thank you for your consideration, please let me know if you want to proceed with this option.

Highlands County Property Appraiser



C-15-35-30-071-00A0-0020

<https://www.hcpao.org/Search/Parcel/30351507100A00020C>

1724 DUANE PALMER BLVD
SEBRING, FL 33876-

Owners

HIGHLANDS COUNTY BOARD OF CNTY COM

Mailing Address

600 S. COMMERCE AVE
SEBRING, FL 33870

Legal Description

FAIRWAY LAKES PB 12 PG 43
WLY PORT OF LOT 1- ALL LOTS
2 THRU 6 + LOT 7-LESS ELY
50.4 FT BLK A + CONTIG PARCEL K
21.29 ACRES

DOR Code: 86 - COUNTY

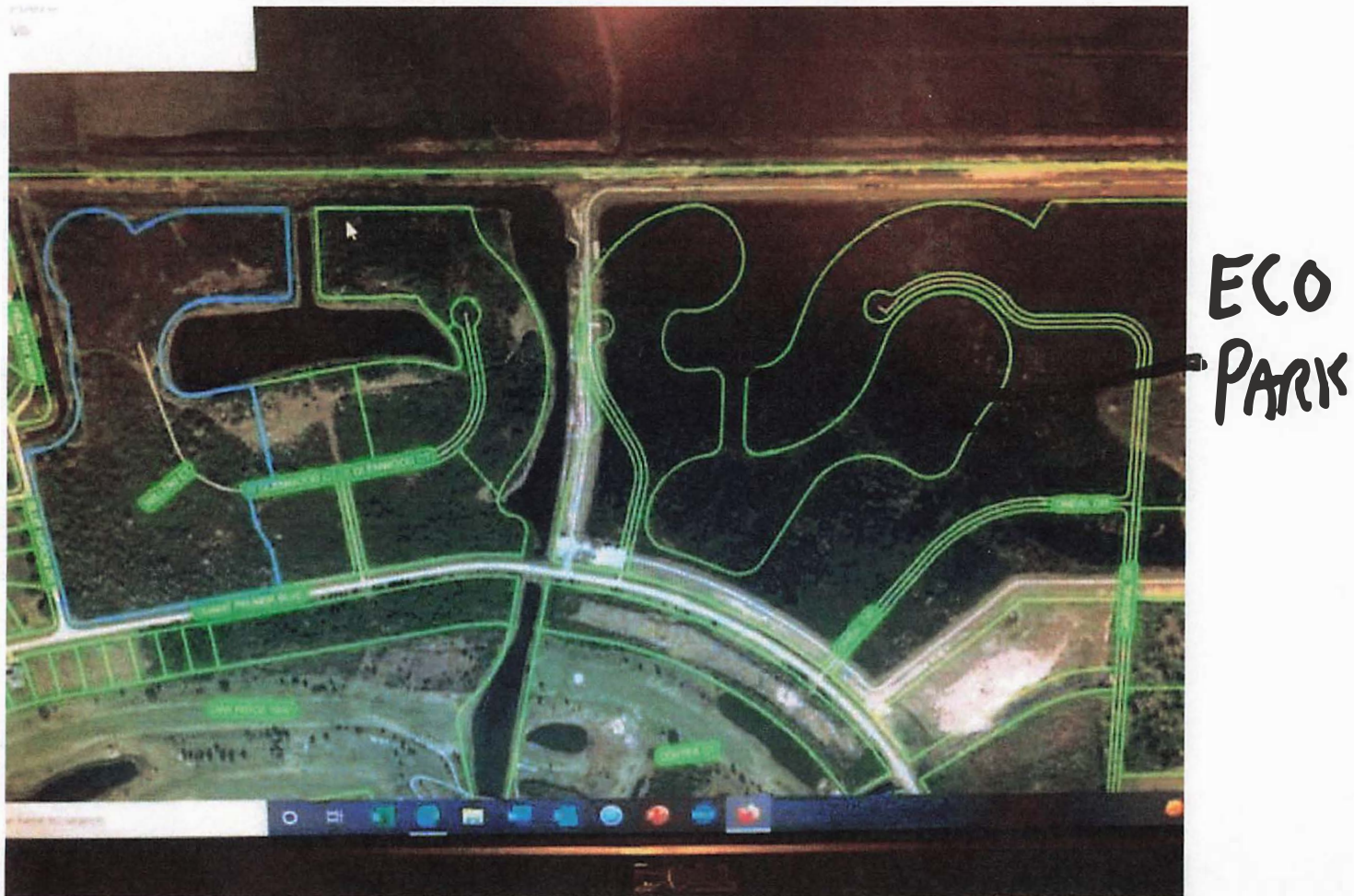
Neighborhood Code: 1228 - SPRING LAKE VILLAGE VII

Land

Joseph Decerbo <joedecerbo@hotmail.com>

Tue 4/26/2022 1:54 PM

To: Joseph DeCerbo <jdecerbo@springlakefl.com>



Sent from my iPhone

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request adoption of Resolution 22-23-181 prohibiting residential financing programs for funding certain energy conservation and efficiency improvements.

STATEMENT OF ISSUE

Florida Statutes, Section 163.08, authorizes local governments to establish and administer financing programs for which the owners of real property may obtain funding for energy conservation and efficiency, renewable energy, wind resistance improvements and/or other qualified improvements (collectively the “Qualified Improvements”) and repay such funding through voluntary special assessments levied upon the improved property. On October 20, 2020, Highlands County adopted Resolution No. 20-21-19, which authorized financing programs for Qualified Improvements for non-residential property owners in Highlands County. However, recently, the Highlands County Tax Collector and the Highlands County Property Appraiser have expressed that such financing programs could be misleading and detrimental to certain residential property owners; therefore, this Resolution is offered in order to prohibit the residential financing programs for the purchase of Qualified Improvements.

RECOMMENDED ACTION

Move to approve Resolution 22-23-181 prohibiting residential financing programs for funding certain energy conservation and efficiency improvements.

FISCAL IMPACT

No fiscal impact.

Attachments: [Resolution_FSS_163.08_Disclaiming_Residential_Financing.SGS.pdf](#)

RESOLUTION NO. 22-23-181

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PERTAINING TO THE PROHIBITION OF CERTAIN FINANCING PROGRAMS PERMITTED BY FLORIDA STATUTES, SECTION 163.08; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR PROHIBITION OF FLORIDA STATUTES, SECTION 163.08, FUNDING PROGRAMS FOR RESIDENTIAL PROPERTY; 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 163.08, authorizes local governments to establish and administer financing programs for which the owners of real property may obtain funding for energy conservation and efficiency, renewable energy, wind resistance improvements and/or other qualified improvements (collectively the “Qualified Improvements”) and repay such funding through voluntary special assessments levied upon the improved property; and

WHEREAS, on October 20, 2020, Highlands County adopted Resolution No. 20-21-19, which authorized financing programs for Qualified Improvements for non-residential property owners in Highlands County; and

WHEREAS, while the County has determined that such financing programs for the purchase of Qualified Improvements are appropriate for non-residential property owners, in consideration of the opinions of the Highlands County Tax Collector and the Highlands County Property Appraiser, the County has determined that such financing programs could be misleading and detrimental to certain residential property owners; and

WHEREAS, Highlands County, in cooperation with the Highlands County Tax Collector and the Highlands County Property Appraiser, hereby expressly prohibits the use of funding programs established pursuant to Florida Statutes, Section 163.08, for the purchase of Qualified Improvements on residential properties.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS 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. Prohibition of Florida Statutes, Section 163.08 Funding Programs for Residential Property.

- A. Highlands County hereby expressly prohibits, disclaims, rejects and renounces the establishment, creation or use of a financing program, pursuant to Florida Statutes, Section 163.08, for the purchase of Qualified Improvements by a residential property owner.
- B. No residential property owner shall purchase Qualified Improvements with the expectation that financing can be accomplished through a Florida Statutes, Section 163.08, assessment program.
- C. The Highlands County Tax Collector is authorized to reject any request to impose an assessment on a residential property related to financing for Qualified Improvements and only assessment-based financing shall be used for non-residential properties pursuant Highlands County Resolution No. 20-21-19, and the Agreements authorized thereby.

SECTION 3. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such actions as 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 rejection of Florida Statutes, Section 163.08, financing programs for residential properties as set forth 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.

Signatures on Following Page

PASSED AND ADOPTED this _____ day of September, 2023.

**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: County Attorney Status Report.

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of August 22, 2023.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal_Long_Range_Log.docx](#)

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
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.	
	Update to Administrative Code regarding confirmation of upper management positions	
	HL Bishop Park commercial water vessel RFLOI	
	Resolution authorizing County Administrator/Chairman to issue certain letters of support and grant applications	
	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: Sep 7, 2023

PRESENTER: Laurie Hurner, County Administrator
David Nitz, OMB Manager

SUBJECT/TITLE: Presentation to consider the Revised Proposed Budget for FY 23/24.

STATEMENT OF ISSUE

After the presentation of the Proposed Budget on 8/15/23, the commissioners, by consensus agreed to several changes. OMB staff has made the requested changes and is presenting the REVISED Proposed Budget document for the Board's review and consideration.

RECOMMENDED ACTION

No Action Required

FISCAL IMPACT

The fiscal impact for the Proposed Budget is the current budget amount of all funds totaling \$187,785,578.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 7, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to August 15, 2023, to September 6, 2023

Attachments: