

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, October 03, 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, October 3, 2023, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County Code Enforcement Special Magistrate Hearing will be held on Wednesday, October 4, 2023, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., 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, October 10, 2023, at 3:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Historic Preservation Commission will meet on Thursday, October 12, 2023, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave. Sebring

The Veterans Advisory Board will meet on Thursday, October 12, 2023, at 3:30 p.m., in the Veterans Services Office, 7209 South George Blvd., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing National 4-H Week in Highlands County.*

Kati Lawson, County Extension Director

No fiscal impact.

[Proclamation 2023 \(002\).pdf](#)

6.B *Request approval of a Proclamation recognizing the month of October 2023 as "Safe Sleep Awareness Month".*

Executive Director of Highlands County Heartland Core Wellness Aisha Alayande, on behalf of the Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc.

No fiscal impact.

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval to rename Elder Drive to Younger Drive.*
Carley Fitzgerald, GISP, GIS Manager
The fiscal impact will be \$450, the cost of three new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
[Two Elder Streets and an Elder Drive.pdf](#)
- 8.B *Request approval to rename Elder Street to Growing Street.*
Carley Fitzgerald, GISP, GIS Manager
The fiscal impact will be \$300, the cost of two new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
[Two Elder Streets and an Elder Drive.pdf](#)
- 8.C *Request approval to rename Columbia Drive NE to Johnson Way NE*
Carley Fitzgerald, GISP, GIS Manager
The fiscal impact will be up to \$600, the cost of four new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
[Columbia Dr NE to Johnson Way NE.pdf](#)
[Columbia Dr NE and Columbia St NW.pdf](#)
- 8.D *Request approval to rename Unnamed to Honor Way.*
Carley Fitzgerald, GISP, GIS Manager
There is no fiscal impact. The new street sign will be installed by the City of Sebring.
[Unnamed to Honor Way.pdf](#)
- 8.E *Request the acceptance of Florida Network of Children's Advocacy Center State Funding Allocation subcontract and to adopt Budget Amendment 22-23-149 and resolution.*
Ingra Gardner, Community Programs Director and Gail Werley, Children's Advocacy Center Manager
The Fiscal Impact will be an increase to General Fund (005) , Cost Center 3995 (Children's Advocacy Center) in the amount of \$90,828.51.
[22-23-149 Project 22083 FNCAC 23-24.pdf](#)
[22-23-149R Project 22083 FNCAC 23-24 \(Resolution\).pdf](#)
[Complete_with_DocuSign_CAC23_Higlands_County_Approved by Legal.pdf](#)
- 8.F *Request to approve and execute the plat of Lake Mirror Sands for recordation.*
JD Langford, P.E., County Engineer
There will be no additional fiscal impact, Lake Drive E is a County maintained roadway.
[Location Map 11x17.pdf](#)
[Scanned Mylar 11 X 17.pdf](#)
- 8.G *Request approval of Budget Amendment 23-24-001 to reallocate funds that were*

adopted in the FY 23-24 budget in Project 22003 (TOSIP FY 22-23) funds to project 23009 (Left Turn Lane US 98 & Birchwood).

Richard Oujevolk, P.E., Project Manager Construction Inspector

James D. Langford, P.E., County Engineer

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is reallocating funds from Project 22003 (TOSIP FY 22-23) to Project 23009 (Left Turn Lane US 98 & Birchwood).

[23-24-001 Proj 23009 US 98 Birchwood Left Turn Lane.pdf](#)

[location map_birchhave.pdf](#)

[est_birch_turn_lane.pdf](#)

- 8.H *Request approval of Amendment 2 between Highlands County and Airstream Ventures, LLC.*

Leah Sauls, Development Services Director

Casey Hartt, Lead Marketing Consultant

There is no fiscal impact.

[Amendment2.Fall Prep Lacrosse Showcase w. Exhibit A-1.pdf](#)

- 8.I *Request approval of Budget Amendment 22-23-152 to realign funding within Project 20079.*

Vikki Brown, Library System Manager

The fiscal impact is a realignment of budgeted funds in the amount of \$10,964.06. Funds are being moved from Project Equipment (56400Z) to Project Printing & Binding (54700Z), Project Operating Supplies (55200Z) and Project Library Books (56600Z) in the amounts of \$1,360, \$177.98 and \$9,426.08, respectively, within cost center 6212 with a net effect of \$0.00.

[22-23-152 Proj 20079 HC Libraries Outreach Realignment.pdf](#)

- 8.J *Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2023/2024 Budget and Resolution 23-02*

Tanya Cannady, Business Services Director

There is no fiscal impact to Highlands County Board of County Commissioners.

[Resolution CRA 23-02 Approving CRA 2023-2024 Budget.pdf](#)

- 8.K *Approval of the Highlands County Health Department's Fiscal Year (FY) 2023-2024 Core Contract*

Tanya Cannady, Business Services Director

The fiscal impact is the funding amount of \$256,535 in Fund 005 (General) which is included in the Adopted Budget for FY 2023-2024.

[HC Health Dept Core Contract 2023-2024 10.3.23 updated.pdf](#)

- 8.L *Request approval of Budget Amendment 23-24-004 to adjust the Supervisor of Elections and Property Appraiser budgeted funding for FY 23/24.*

David Nitz, OMB Manager

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$50,311.00 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to cost center 2442 (Supervisor of Elections), account 51001 (Personal Services Elected Official) and to cost center 2211 (Property Appraiser), account 54900 (Other Charges/Obligations) in the amounts of \$13,621 00 and \$36,690.00, respectively.

[23-24-004 SOE_Prop. Appraiser EO Salary Adjustments \(BA\).pdf](#)

[23-24-004 SOE_Prop. Appraiser Budget Adjustments \(Reserve\).pdf](#)

- 8.M *Request adoption of Resolution 22-23- for Budget Amendment 22-23-153 to provide funding for Project 22086 Courthouse Wireless Network.*
Theo Watts, Asst. Chief Information Officer
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of \$200,000. Funding is being appropriated from Fund Balance to cost center 1031A (Courthouse Facilities 151), account 56200Z (Project Buildings), Project 22086 (Courthouse Wireless Network).
[22-23-153 Project 22086 Courthouse Wireless Network \(BA\).pdf](#)
[22-23-153R Proj 22086 Courthouse Wireless Network \(Resolution\).pdf](#)
- 8.N *Request approval of Budget Amendment 22-23-150 to adjust for the Supervisor of Elections to allocate funding for Renovation of 4502 Kenilworth Blvd Phase I.*
Karen Healy, Supervisor of Elections
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$80,000 from cost center 2442 (Supervisor of Elections), account 53001 (Operating Expense – Elect) to account 56001Z (Project Capital Outlay), Project 22084 (SOE Kenilworth Renovation).
[22-23-150 Proj 22084 SOE Kenilworth Renovation \(BA\).pdf](#)

9 COMMITTEE ASSIGNMENTS:

10 PUBLIC HEARING

- 10.A *Public hearing to consider adoption of P&Z Hearing No. 2135, modifying the existing Multiple Family Dwelling with a Flexible Unit Development District (R-3 FUD) for the Hope Villas housing development.*
Rachel Barry, Zoning Supervisor
There is no fiscal impact.
[Application P&Z 2135 Highlands Co Housing Authority.pdf](#)
[Staff Report P&Z 2135 for BCC Highlands Co Housing Authority.pdf](#)
[Resolution P&Z 2135 Highlands Co Housing Authority.pdf](#)

11 ACTION AGENDA

- 11.A *Request for the Board to consider two lists of potential holidays and adopt their preferred option of holidays to be observed in 2024.*
Laurie Hurner, County Administrator
Fiscal impact of adding an additional holiday would be \$16,760.00.
[Court Holiday Schedule 2024.pdf](#)
- 11.B *County Administrator Annual Merit Increase*
Sherry Sutphen, County Attorney
Unknown until the amount is determined by the board.
- 11.C *Request approval of Budget Amendment 23-24-002 to correct budget accounts in various cost centers.*
David Nitz, OMB Manager
The fiscal impact of the expenditure accounts being touched is \$2,084,758 but the net

fiscal impact is \$0 as this budget amendment is merely transferring amounts from one account to another in the same amount within the four cost centers.

[23-24-002 Cost Ctrs Corrections_Acct 53000.pdf](#)

- 11.D *Request adoption of Resolution 23-24-03 for Budget Amendment 23-24-003 to realign and appropriate Sheriff budgeted funds within the General Fund and Rollover SCAAP projects to accomplish the grant/project program goals for FY23/24.*

Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 005 (General) in the amount of \$109,308.00 for the SCAAP Rollovers. The remainder of the BA is realigning and setting up grant/project funds within the General Fund that have been budgeted and/or offset by incoming revenues in a total amount of \$6,913,132.

[23-24-003 Sheriffs Appropriation \(BA\).pdf](#)

[23-24-003R Sheriffs Appropriation \(Resolution\).pdf](#)

12 COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Legal_Long_Range_Log.docx](#)

- 12.B *Commissioner's Priorities and the Project Status Report.*

Laurie Hurner, County Administrator

There is no fiscal impact.

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Board payables from to September 19, 2023, to October 2, 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 Rely Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 10/03/2023

PRESENTER: Kati Lawson, County Extension Director

SUBJECT/TITLE: Request approval of a Proclamation recognizing National 4-H Week in Highlands County.

STATEMENT OF ISSUE

Highlands County 4-H will join other 4-H youth from around the Country in celebrating National 4-H Week from October 1-7, 2023. Highlands County 4-H works with thousands of youth and hundreds of volunteers annually. The 4-H program teaches youth critical life skills as leadership, citizenship, communication, and responsibility as well as enhances S.T.E.A.M. skill sets.

RECOMMENDED ACTION

Move to proclaim the week of October 2-9, 2022 as National 4-H Week in Highlands County.

FISCAL IMPACT

No fiscal impact.

Attachments: [Proclamation 2023 \(002\).pdf](#)

Highlands County, Florida



National 4-H Week Proclamation

WHEREAS, October 1-7, 2023 is National 4-H Week in the United States, with more than six million youth, ages 5 to 18, taking part in 4-H club programs nationwide, and with 4-H ranking fourth in total awareness among agencies serving youth; and,

WHEREAS, The Florida 4-H Program has been positively impacting children's lives since 1909 and has celebrated over 100 years of service. The Florida Cooperative Extension Service conducts 4-H programs through the state's land-grant university, the University of Florida, with the mission to create supportive environments where diverse youth and caring adults may gain the knowledge and life skills they need to be productive, responsible citizens; and,

WHEREAS, 4-H addresses issues facing youth wherever they live -- in inner cities, suburbs and rural communities -- and helps break barriers by focusing on learning-by-doing and building self-esteem, leadership and citizenship skills in our youth, focusing on critical issues such as protecting the environment and address childhood obesity; and,

WHEREAS, approximately 230,000 youth are active in 4-H programs in the state of Florida with more than 400 youth actively involved in 16 4-H clubs locally and 2,500 youth participating in 4-H school enrichment programs at different schools in Highlands County annually; and,

WHEREAS, exciting, fun and student-centered educational programs such as food and nutrition, science and technology, natural resources, substance abuse prevention, growing plants, caring for farm animals, workforce preparation, community pride, citizenship and leadership are available through Highlands County 4-H programs; and,

NOW THEREFORE BE IT RESOLVED that the Highlands County Board of County Commissioners of Highlands County, Florida hereby salutes more than 50 adult and youth volunteers in Highlands County, more than 14,000 throughout Florida and more than 600,000 nationwide, for their generous donation of time, talent and countless hours each year in preparing for and teaching youth.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of County Commissioners of Highlands County Florida, hereby proclaims October 1-7, 2023 as 4-H Week in Highlands County.

Done and adopted this 3rd day of October 2023.

Chris Campbell, Chair
Board of County Commissioners of Highlands County, Florida

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 03, 2023

PRESENTER: Executive Director of Highlands County Heartland Core Wellness Aisha Alayande, on behalf of the Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc.

SUBJECT/TITLE: Request approval of a Proclamation recognizing the month of October 2023 as "Safe Sleep Awareness Month".

STATEMENT OF ISSUE

Sudden Unexpected Infant Death (SUID) is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments. The Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc. has submitted a Proclamation for the Board's consideration to both raise awareness of the dangers contributing to SUID and to educate the public on safe sleep practices to prevent this public health issue.

RECOMMENDED ACTION

Move approval to adopt a Proclamation recognizing the month of October 2023 as "Safe Sleep Awareness Month".

FISCAL IMPACT

No fiscal impact.

Attachments: [Safe Sleep Month Proclamation 2023.docx](#)

SAFE SLEEP AWARENESS MONTH

WHEREAS Sudden Unexpected Infant Death (SUID) is heartbreaking, and can happen in any family regardless of income, education, or community; and

WHEREAS, SUID is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments; and

WHEREAS, Research shows that a child's brain grows rapidly during safe sleep; and

WHEREAS, Babies should always be put to sleep on their backs, alone in their own crib or bassinet; with no bumpers, pillows, quilts, comforters, or other soft surfaces in the crib; and

WHEREAS, Moms and dads should not share beds with their babies and anyone under the influence of drugs, alcohol, or smoking should not be resting with the baby; and

WHEREAS, Local and national agencies such as Healthy Start Program, Drug Free Highlands, Florida Department of Health in Highlands County, Healthy Start Coalition, Nurse Family Partnership, Redlands Christian Migrant Association, Early Steps, Department of Children & Family, Central Florida Health Care, and their partnering agencies educate Highlands County residents on safe sleep practices; and

WHEREAS, The Board of County Commissioners, Highlands County, Florida, recognizes that infant unsafe sleeping is a public health issue in Highlands County and across the country, and together we can help by ensuring any person caring for a baby is using safe sleep practices

NOW, THEREFORE, The Board of County Commissioners, Highlands County, Florida, does hereby proclaim the month of October 2023, as "Safe Sleep Awareness Month" and extend their continued support for the efforts of local agencies to promote safe sleep practices in Highlands County.

DONE AND ADOPTED THIS 3rd DAY OF OCTOBER 2023

Chris Campbell, Chair
Highlands County Board of County Commissioners

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Oct 3, 2023

PRESENTER: Carley Fitzgerald, GISP, GIS Manager

SUBJECT/TITLE: Request approval to rename Elder Drive to Younger Drive.

STATEMENT OF ISSUE

Currently, there exists an Elder Drive and two Elder Streets within Highlands county. This duplication violates ordinance, and causes confusion. Elder Drive is located in Lorida. GIS recommends changing the name to Younger Drive. E911 has determined that this change will facilitate more efficient emergency response and reduce confusion caused by the duplicate names. Elder Drive has 4 current addresses that will be effected by this change

RECOMMENDED ACTION

Move to approve request to rename Elder Drive to Younger Drive.

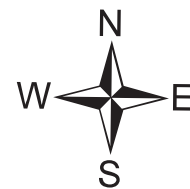
FISCAL IMPACT

The fiscal impact will be \$450, the cost of three new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

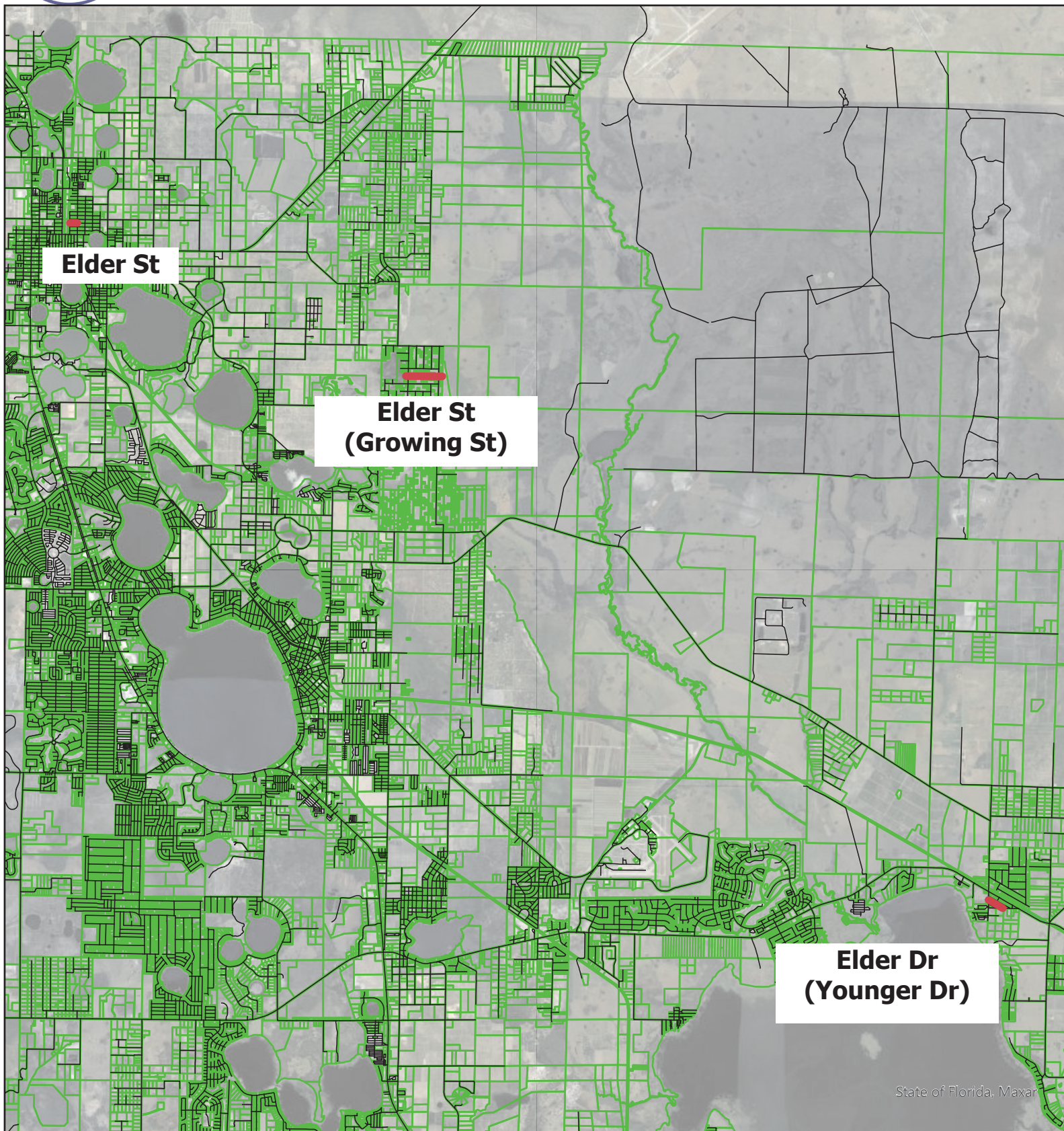
Attachments: [Two Elder Streets and an Elder Drive.pdf](#)



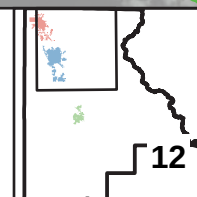
Two Elder Streets and an Elder Drive



Map prepared by Highlands County GIS. Intended for reference use only.



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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Carley Fitzgerald, GISP, GIS Manager

SUBJECT/TITLE: Request approval to rename Elder Street to Growing Street.

STATEMENT OF ISSUE

Currently, there exists an Elder Drive and two Elder Streets within Highlands County. This duplication violates ordinance and causes confusion. The two Elder Streets are both in Avon Park, one being located between Ferguson Ave and N Lake Ave, and containing ten (10) residences. The other Elder Street is located between S Riverdale Rd and Hackberry Ave, and contains no residences. GIS recommends changing the name on the uninhabited Elder Street to Growing Street. E911 has determined that this change will facilitate more efficient emergency response and reduce confusion caused by the duplicate names.

RECOMMENDED ACTION

Move to approve request to rename Elder Street between S Riverdale Rd and Hackberry Ave to Growing Street.

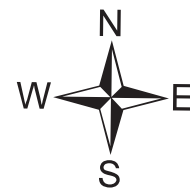
FISCAL IMPACT

The fiscal impact will be \$300, the cost of two new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

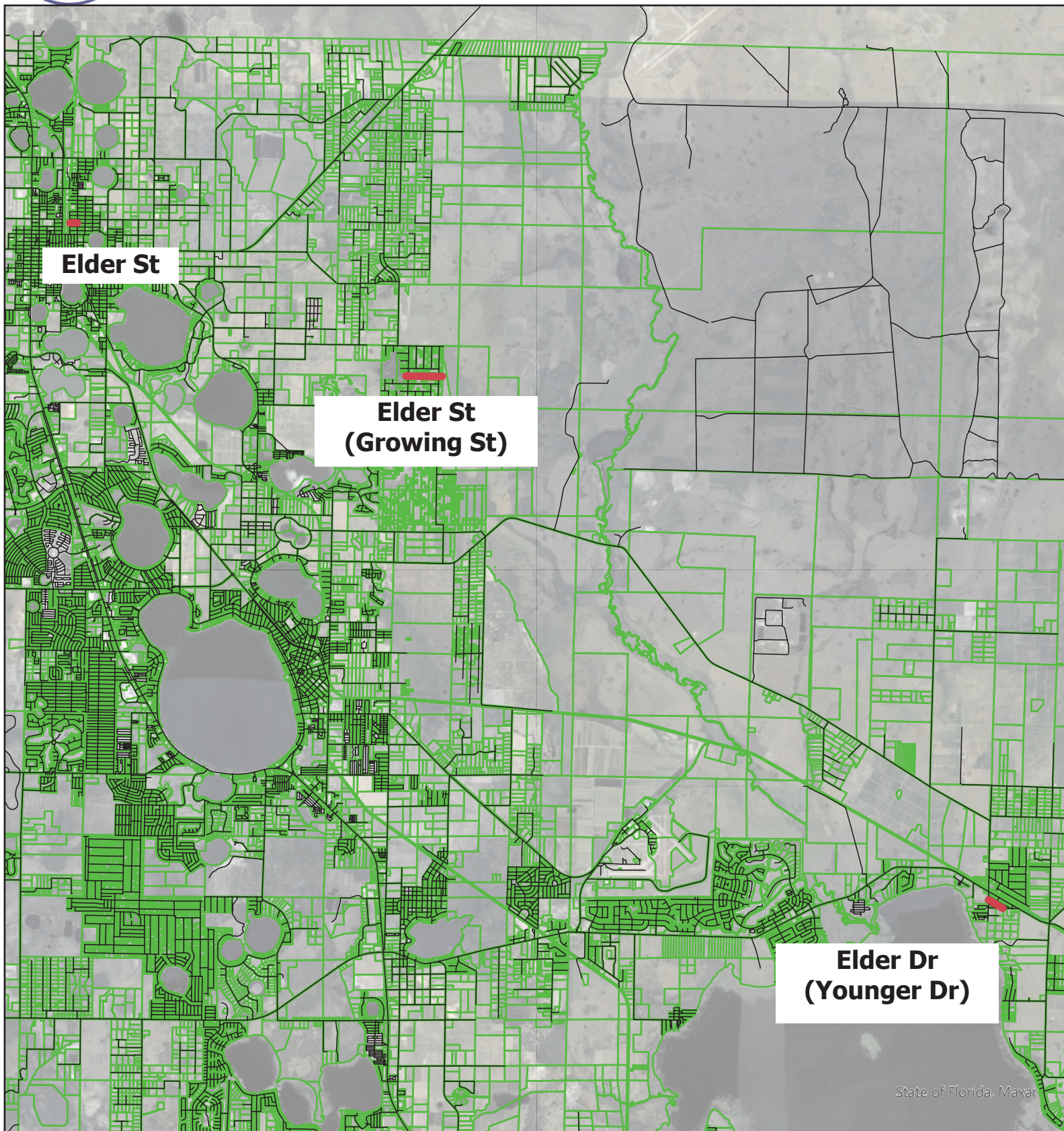
Attachments: [Two Elder Streets and an Elder Drive.pdf](#)



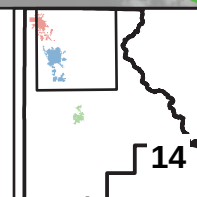
Two Elder Streets and an Elder Drive



Map prepared by Highlands County GIS. Intended for reference use only.



State of Florida. Maxar



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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Carley Fitzgerald, GISP, GIS Manager

SUBJECT/TITLE: Request approval to rename Columbia Drive NE to Johnson Way NE

STATEMENT OF ISSUE

Currently, there exists both a Columbia Street NW and a Columbia Drive NE in Lake Placid. This duplication violates ordinance, and causes confusion. They are located approximately one and a half miles apart in an area that is experiencing increasing residential development. Currently, no parcels are developed on either street. GIS recommends changing the name of Columbia Drive NE to Johnson Way NE. E911 has determined that this change will facilitate more efficient emergency response and reduce confusion caused by the duplicate names.

RECOMMENDED ACTION

Motion to approve request to rename Columbia Drive NE to Johnson Way NE.

FISCAL IMPACT

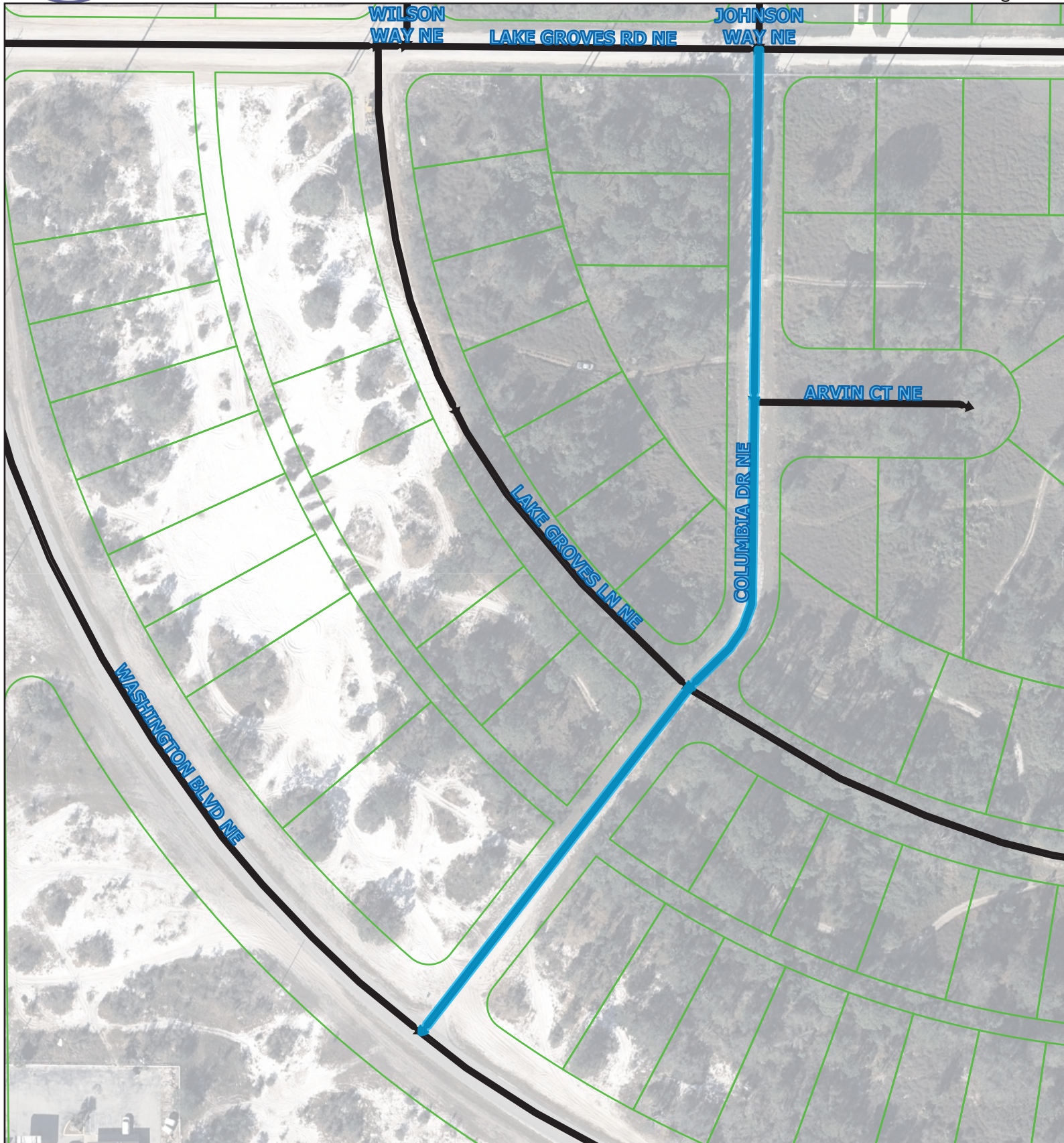
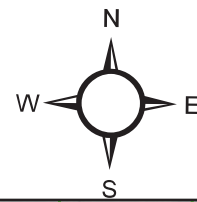
The fiscal impact will be up to \$600, the cost of four new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

Attachments: [Columbia Dr NE to Johnson Way NE.pdf](#)
[Columbia Dr NE and Columbia St NW.pdf](#)

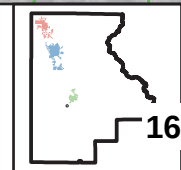
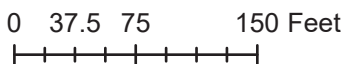


Road Name Change Request

Columbia Dr NE to Johnson Way NE

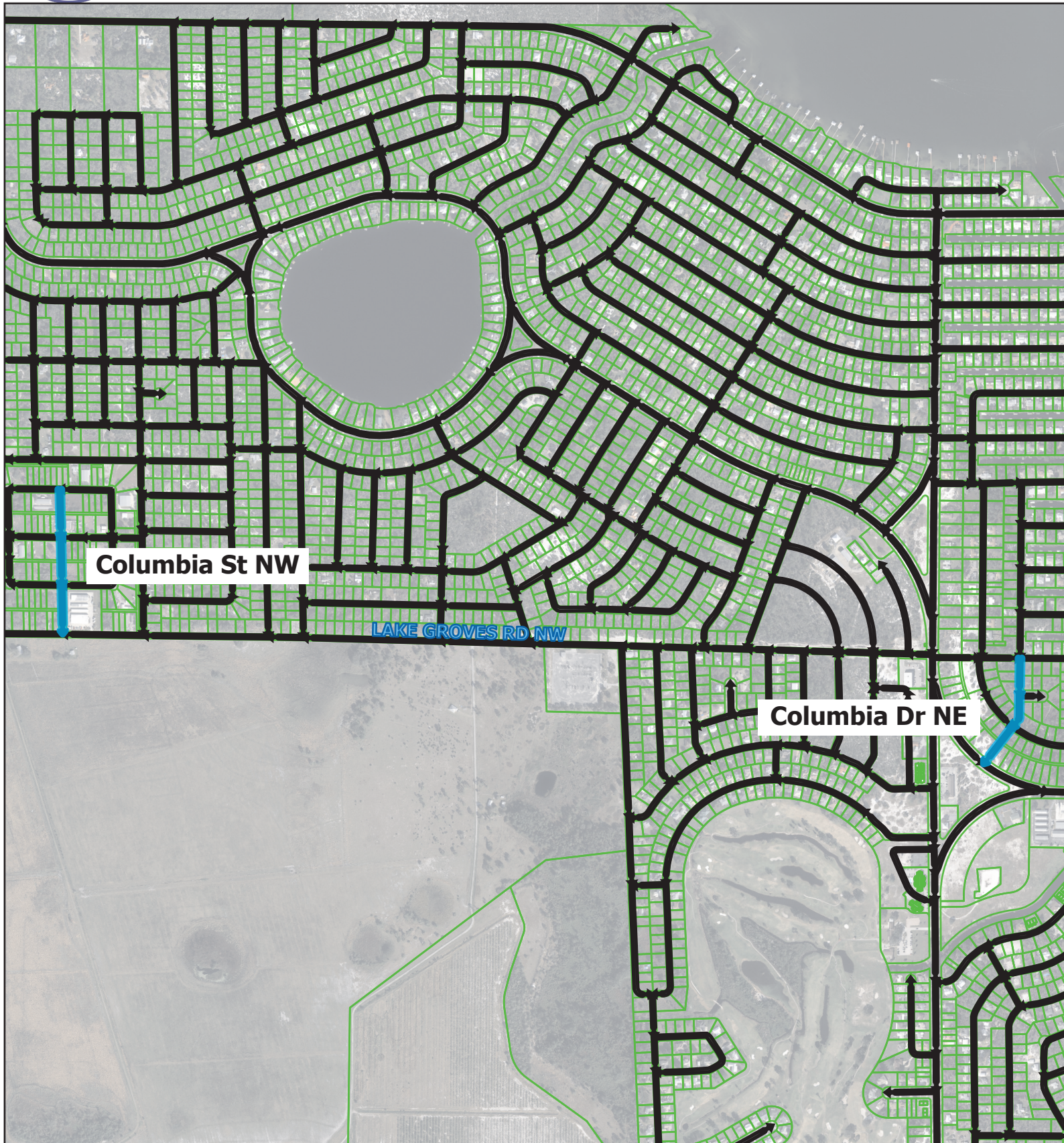
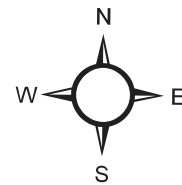


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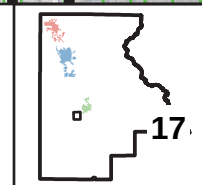




Columbia Dr NE and Columbia St NW



Map prepared by Highlands County GIS. Intended for reference use only.



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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Carley Fitzgerald, GISP, GIS Manager

SUBJECT/TITLE: Request approval to rename Unnamed to Honor Way.

STATEMENT OF ISSUE

Currently, there exists an unnamed roadway between Lakeview Drive and an undeveloped portion of Lakeside Road, directly across from Veteran's Park in Sebring. City of Sebring has requested the name Honor Way. No citizens will be need to be readdressed as a result of this motion.

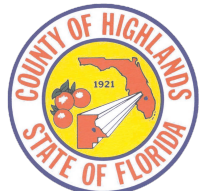
RECOMMENDED ACTION

Motion to approve the request to rename Unnamed to Honor Way.

FISCAL IMPACT

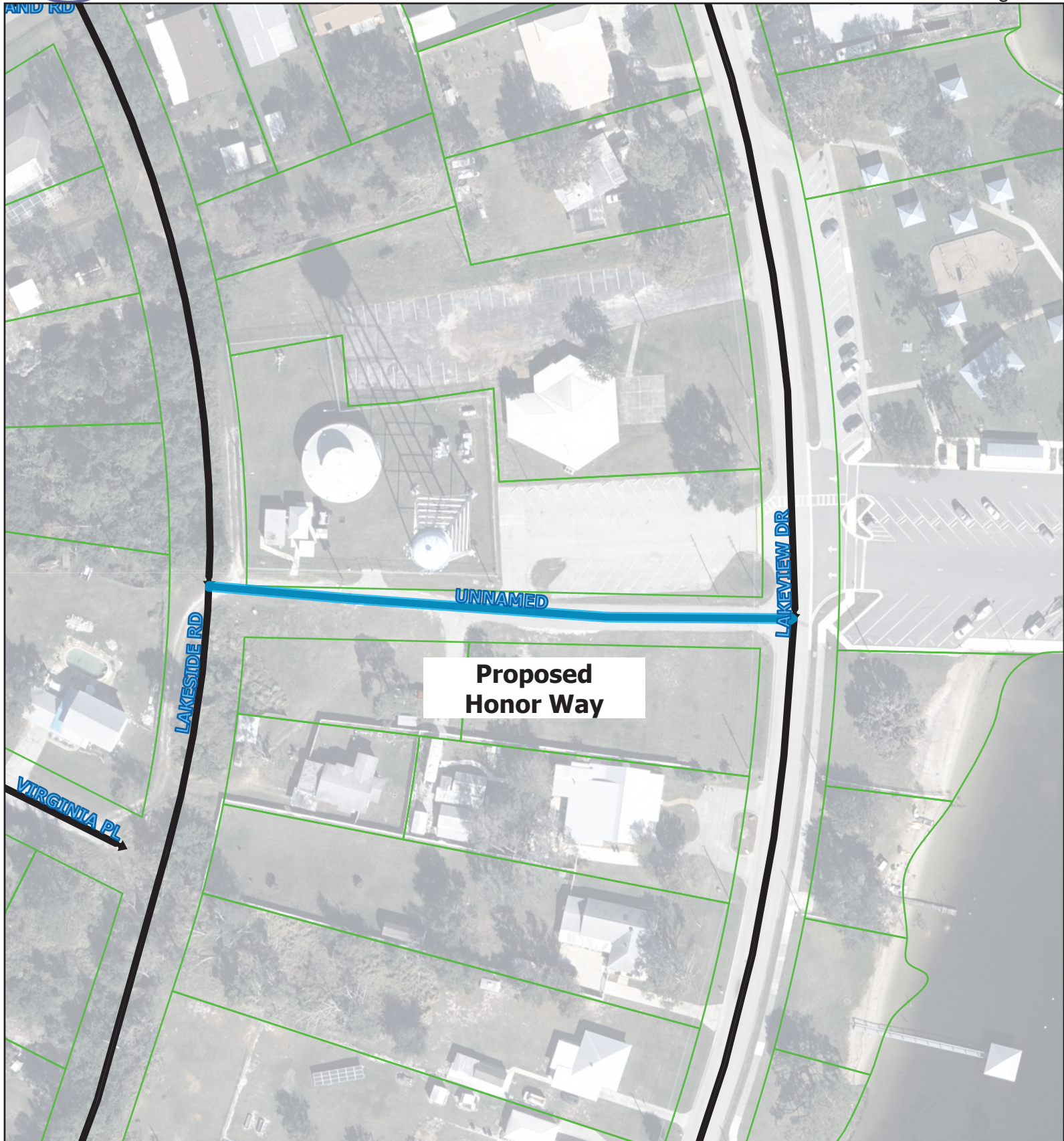
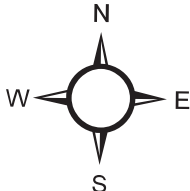
There is no fiscal impact. The new street sign will be installed by the City of Sebring.

Attachments: [Unnamed to Honor Way.pdf](#)

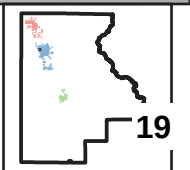
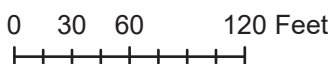


Road Name Change Request

Unnamed to Honor Way



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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Ingra Gardner, Community Programs Director and Gail Werley, Children's Advocacy Center Manager

SUBJECT/TITLE: Request the acceptance of Florida Network of Children's Advocacy Center State Funding Allocation subcontract and to adopt Budget Amendment 22-23-149 and resolution.

STATEMENT OF ISSUE

The Children's Advocacy Center (CAC), is a nationally accredited member of the state chapter of the Florida Network of Children's Advocacy Centers and is eligible for state funding for the provisions of services to investigate and treat victims of child abuse. The funding is currently allocated to the provision of case management, forensic interviews and specialized interviews in partnership with the Children's Home Society via a contracted employee housed at the CAC, for the direct service of the CAC Victim Advocates, for the training of staff and MDT Partners and also supplies need for continuation of care.

RECOMMENDED ACTION

Move to accept subcontract for state funding from the Florida Network of CAC's (FNCAC) and adopt Budget Amendment 22-23-149 and Resolution.

FISCAL IMPACT

The Fiscal Impact will be an increase to General Fund (005) , Cost Center 3995 (Children's Advocacy Center) in the amount of \$90,828.51.

Attachments: [22-23-149 Project 22083 FNCAC 23-24.pdf](#)
[22-23-149R Project 22083 FNCAC 23-24 \(Resolution\).pdf](#)
[Complete_with_DocuSign_CAC23_Higlands_County_Approved by Legal.pdf](#)

September 12, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 9/12/2023

SUBMITTED BY: **Mercedes McNew**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #:	22083	PROJECT TITLE(S):	FNCAC 23-24	COST CENTER TITLE(S):	Children's Advocacy Center
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*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Project	22083	0.00	90,828.51		90,828.51
E	005	3995	51200Z	Project Regular Salaries	22083	0.00	66,531.82		66,531.82
E	005	3995	53400Z	Project Contractual Services	22083	0.00	11,111.11		11,111.11
E	005	3995	54000Z	Project Travel & Per Diem	22083	0.00	3,960.00		3,960.00
E	005	3995	55100Z	Project Office Supplies	22083	0.00	2,311.58		2,311.58
E	005	3995	55403Z	Project Education and Training	22083	0.00	2,850.00		2,850.00
E	005	3995	55404Z	Project Dues & Membership	22083	0.00	4,064.00		4,064.00

REASON: State funding allocation for the CAC used for COST REIMBURSEMENT of CAC & CPT Direct Services to Child Victims and their non offending caregivers.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-149

TRANSFER TYPE:

Approval

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

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk:

RESOLUTION NO. 22-23-187

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-149 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 22-23-149 is hereby approved and authorized to set up grant funds to Project 22083 FNCAC 23/24 in the amount of \$90,828.51.

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 19th day of September, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

Florida Network of Children's Advocacy Centers

Standard Subcontract

This contract is entered into between the Florida Network of Children's Advocacy Centers, hereinafter referred to as the Network, and Highlands County, a Political Subdivision of the State of Florida, hereinafter referred to as the Provider. The number assigned to this Subcontract is 23/24-GR-CAC23.

The Parties Agree:

I. The Provider Agrees:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (F.S.)

To provide units of deliverables, including report, findings, and drafts as specified in Attachment I, to be received and accepted by the Contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this Subcontract as specified in Section III, Paragraph A, of this Subcontract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, Florida Statute. The Network may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, Florida Statute. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statute, made or received by the Provider in conjunction with this Subcontract. It is expressly understood that the Provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the following Governing Law

1. State of Florida Law

This Subcontract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Subcontract.

2. Federal Law

- a. If this Subcontract contains federal funds, the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this Subcontract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR Part 15). The Provider shall report any violations of the above to the Network.
- c. If this Subcontract contains federal funding in excess of \$100,000, the Provider must, prior to Subcontract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
- d. Not to employ unauthorized aliens. The Network shall consider employment of unauthorized aliens a violation of §274A of the Immigration and Naturalization Act, 8 C.F.R. Section 274A(a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this Subcontract by the Network. The Provider agrees to utilize the U. S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the Subcontract term by the Provider. The Provider shall also include a requirement in Subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Subcontract term. Subcontractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- e. The Provider shall comply with the President's Executive Order 11246, Equal Employment Opportunity (30FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by President's Executive Order 11375, and as

CSFA NO. 41.031

23/24-GR CAC23

supplemented by regulations at 41C FR, Part 60. The Provider will comply with all federal, state, local laws, and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

- f. HIPAA: Where applicable, the Provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- g. If the Provider is determined to be a sub-recipient of federal funds, the Provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a Data Universal Numbering System (DUNS) number and registering with the System for Award Management. No payments will be issued until the Provider has submitted a valid DUNS number and evidence of registration (i.e., a printed copy of the completed SAM registration) to the Contract Manager. To obtain registration and instructions, visit <https://www.sam.gov>.

D. Audit, Records, and Records Retention

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and accurately reflect all revenues and expenditures of funds provided by the Network under this Subcontract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Subcontract for a period of seven (7) years after the termination of the Subcontract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Subcontract.
3. Upon completion or termination of the Subcontract and at the request of the Network, the Provider will cooperate with the Network to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by federal, state, or other personnel duly authorized by the Network.
5. Persons duly authorized by the Network and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of Provider's subcontracts and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To provide a financial and compliance audit to the Network as specified in Attachment III and to ensure that all related party transactions are disclosed to the auditor.
7. To include these afore mentioned audit and record keeping requirements in all approved subcontracts and assignments.
8. If Exhibit 2 of this Subcontract indicates that the Provider is a recipient or sub-recipient, the Provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statute, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this Subcontract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider activities not solely authorized under this Subcontract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g., invoices, cancelled checks, payroll detail, bank statements, etc.) under this Subcontract which evidences that are expenditures are:
 1. Allowable under the Subcontract and applicable laws, rules, and regulations.
 2. Reasonable; and
 3. Necessary in order for the recipient or subrecipient to fulfill its obligations under this Subcontract.
 The aforementioned documentation is subject to review by the Network and/or the State Chief Financial Officer and the Provider will timely comply with any requests for documentation.

E. Monitoring by the Network.

1. To permit the persons duly authorized by the Network to inspect any records, papers, documents, facilities, goods, and services of the Provider, which are relevant to this Subcontract, and interview any clients and employees of the Provider to assure the Network of satisfactory performance of the terms and conditions of this Subcontract. Following such evaluation, the Network will deliver to the Provider a written report of its findings and will include written recommendations regarding the Provider's performance of the terms and conditions of this Subcontract. The Provider will correct all noted deficiencies identified by the Network within the specified period of time set for in the recommendations. The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Network, result in any one or any combination of the following:
 - The Provider being deemed in breach or default of this Subcontract.
 - The withholding of payments to the Provider by the Network; and
 - The termination of this Subcontract for cause.
2. The Provider may not accept duplicate funding for any cost, position, service, or deliverable funded by the Network. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service, or deliverable. If there are multiple funding sources and the program is funded by the Network, the Network or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Subcontract may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Subcontract while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the Network, the Provider will reimburse to the Network one half of the monies previously paid to the Provider for that line item for the grant year in question.
3. The Provider will return to the Network any overpayments made to the Provider stemming from the identification of uncommitted funds or disallowed items pursuant to the terms and conditions of this Subcontract. If the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the Network such overpayment without prior notification from the Network. If the Network discovers that an overpayment has been made, the Contract Manager, on behalf of the Network, will notify the Provider and the Provider will forthwith return the funds to the Network. Should the Provider fail to immediately reimburse the Network for any overpayment, the Provider will be assessed a service charge equal to the rate of interest payable on judgments or decrees at the lawful rate established by the Chief Financial Officer of the State of Florida pursuant to section 55.03 Florida Statute, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of the overpayment of funds.

F. Indemnification

Note: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, Florida Statute.

1. The Provider shall be liable for and shall indemnify, defend, and hold harmless the Network and all of its officers, agents, and employees from all claims, suites, judgements, or damages, consequential or otherwise and including attorney's fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, or employees during the performance or operation of this Subcontract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The Provider's inability to evaluate liability or its evaluation of liability shall not excuse the Provider's duty to defend and indemnify withing seven (7) days after such notice by the Network is given by certified mail. Only adjudication after highest appeal is exhausted specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees related to this obligation and its enforcement by the Network. The Network's failure to notify the Provider of a claim shall not release the Provider of the above duty to defend.

CSFA NO. 41.031

23/24-GR CAC23

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this Subcontract and any renewal(s) and extension(s) of it. Upon execution of this Subcontract, unless it is a state agency or subdivision as defined by §768.28 Florida Statute, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Subcontract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this Subcontract. Upon the execution of this Subcontract, the Provider shall furnish the Network written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Network reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this Subcontract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this Subcontract to another party nor subcontract for any of the work contemplated under this Subcontract without prior written approval of the Network, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The Provider shall be responsible for all work performed and all expenses incurred with the project. If the Network permits the Provider to Subcontract all or part of the work contemplated under this Subcontract, including entering into subcontracts with vendors for services and commodities, it is understood by the Provider that the Network shall not be liable to the subcontractor for any expenses or liabilities incurred under the Subcontract and the Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
3. The State of Florida shall always be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this Subcontract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the subcontract. In addition, this Subcontract shall bind the successors, assigns, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. Unless otherwise stated in the contract between the Provider and subcontractor, payments made by the Provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the Network in accordance with §287.0585 Florida Statute. Failure to pay within seven (7) working days will result in a penalty charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the Network any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Subcontract that were disbursed to the Provider by the Network. In the event that the Provider or its independent auditor discovers that overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Network. In the event that the Network first discovers an overpayment has been made, the Network will notify the Provider by letter of such a finding. Should repayment not be made in a timely manner, the Network will charge interest at the rate in effect on the date of overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55 Florida Statute, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Providers initial receipt of funds up to the date of reimbursement of said overpayment funds to the Network.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting. In compliance with Chapter 415 Florida Statute, an employee of the Provider who knows or has reasonable cause to suspect that a child, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

Critical Incident Reporting for serious violations of law or regulations, significant changes in operation and external impact of anything which could possibly generate print, television and/or radio coverage will be reported to the Network's Executive Director, Luzed Cruz (850) 671-4791 or at executivedirector@fncac.org. The Provider will provide updates to the Network, as needed, regarding ongoing developments related to the incident.

L. Purchasing

Procurement of Materials with Recycled Content. It is expressly understood and agreed that any products or materials which are the subject of or are required to carry out this Subcontract shall be procured in accordance with the provision of §403.7065, and §287.045 Florida Statute. Expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that state or local governmental agency. If the Provider is a non-profit organization, the Provider will obtain a minimum of three (3) written quotes for all single item grant-related purchases equal to or in excess of \$2,500 unless it is documented that the vendor is a sole source supplier. If the Provider intends to purchase commodities or contractual services from such a sole source supplier, then the provider must first notify the Network of the intended sole source purchase. Providing the following information, at a minimum:

- Providers Name.
- Title and brief description of the commodity or contractual service desired to be purchased.
- Contact information for Provider's procurement manager.
- Performance and/or design requirements.
- Intended single source.
- Price.
- Justification for single source purchase (i.e., what is necessary and unique about the commodity, contractual service, or source; steps taken to confirm unavailability of competition, as appropriate).

The Network will review the information provided and either approve or disapprove the intention to use the sole source supplier by responding in writing to the Provider within a reasonable time frame.

M. Independent Capacity of the Subcontractor

1. In the performance of this Subcontract, it is agreed between the parties that the Provider is an independent contractor, and that the Provider is solely liable for the performance of all tasks contemplated by this Subcontract, which are not the exclusive responsibility of the Network.
2. Except where the Provider is a state agency, the Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this Subcontract, shall act in the capacity of an independent contractor and not as an office, employee, or agent of the Network or the State of Florida. Nor shall the Provider represent to others that it has the authority to bind the Network unless specifically authorized to do so.
3. Except where the Provider is a state agency, neither the Provider, its officers, agents, employees, subcontractors nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Subcontract.
4. The Provider agrees to take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture or partner of the Network or the State of Florida.
5. Unless justified by the Provider and agreed to by the Network in Attachment I, the Network will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Provider, or its subcontractor or assignee.

CSFA NO. 41.031

23/24-GR CAC23

6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the Provider.

N. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347 Florida Statute, which prohibit the expenditure of Subcontracted funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

O. Public Entity Crime and Discriminatory Vendor

By executing this Subcontract, the Provider represents and warrants that neither the Provider nor any of its affiliates, subsidiaries, directors, officers, or employees are currently on the convicted vendor list maintained pursuant to §287.133 Florida Statute, the discriminatory vendor list maintained pursuant to §287.134 Florida Statute, or any similar list maintained by any other state or the federal government. The Provider shall immediately notify the Network if it or any of its affiliates, subsidiaries, directors, officers, or employees are placed on the convicted vendor list maintained pursuant to §287.133 Florida Statute, the discriminatory vendor list maintained pursuant to §287.134 Florida Statute, or any similar list maintained by any other state or federal government.

P. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or service performance under this Subcontract, or in any way connected herewith, the Provider shall refer the discovery or invention to the Network to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Subcontract are hereby reserved to the State of Florida.
2. The Provider, to the extent permitted by Florida law, shall indemnify and save harmless the Network and the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Provider. The Provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright to patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statute.

Q. Construction or Renovation of Facilities Using State Funds

No funds provided under this Subcontract may be used for the purchase of improvements to real property.

R. Informational Security

The Provider shall maintain confidentiality of all data, files and records including client records related to the services provided pursuant to this Subcontract and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057 Florida Statute. The Provider must implement procedures to ensure the protection and confidentiality of all confidential matters. The Provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

S. Criminal History Record Checks

1. That Network required criminal history records check on any Provider's staff, employees or subcontractor staff that has access to children's confidential information resources or facilities operated in whole or in part with funding from this Subcontract unless formally waived in writing by the Network. The cost of performing the criminal history records checks is an allowable expense under this Subcontract.
2. The criminal history records check must be completed in accordance with §394.4572, 408.809, and 435.12 Florida Statute. A letter certifying that no disqualifying crimes were identified must be submitted to the Network Contract Manager within 30 days. If the Provider adds additional employees during the term of this Subcontract, the names of those staff, employees, or subcontractor staff must be provided to the Network Contract Manager within 7 days of beginning work. The Provider shall resubmit updated criminal history records checks

CSFA NO. 41.031

23/24-GR CAC23

certification letters every five (5) years from the prior criminal history records check if the Subcontract is in force.

3. If any disqualifying crimes are present on the record, the Provider agrees to remove the employee from the worksite and terminate the employee's access to confidential information resources, participants, and the participant's family members.
4. During the term of the Subcontract, the Provider shall report in writing to the Network Contract Manager, the arrest, charge, or Notice to Appear for an alleged commission of a disqualifying crime in any state or other jurisdiction for any Provider's staff, employee, or subcontractor assigned to this Subcontract within one (1) business day of Provider's knowledge. The notice shall include the Provider's name, the staff member's name, and the location and nature of the alleged violation. The Network reserves the right to require the Provider to immediately suspend or terminate the staff members work under this Subcontract, access to any children and their families' receiving services funded by this Subcontract and state or federal confidential information obtained or maintained under this Subcontract. The Provider shall notify the Network within ten (10) calendar days of case disposition.

T. Confidentiality Breach Reporting and Notification Responsibility

That the Provider is subject to the provisions of 501.171 Florida Statute, that requires the reporting and remedies for breach of security related to third-party confidentiality information, as well as fines of up to \$500,000 for failure to report timely.

U. Text Messaging While Driving by Subcontractors, Award Recipients, and Subrecipients

That the provider will follow Florida law on text messaging while driving company owned or rented vehicles; while driving privately owned vehicles on official business; or when performing any work for or on behalf of the Network.

V. Gifts and Gratuities

The Provider will not offer or give any gift or any form of compensation to any Network employee. As part of the consideration for this Subcontract, the Parties intend that this provision will survive the Subcontract for a period of two years. In addition to any other remedies available to the Network, any violation of this provision will result in referral of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

W. Health Insurance Portability and Accountability Act

The Provider will, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d) as well as all regulations promulgated thereunder (45 C.F.R. parts 160, 162, and 164)

II. The Network Agrees:

A. Subcontract Amount

To pay for Subcontracted services and expenses according to the conditions of Attachment I up to a maximum amount not to exceed \$80,114.22 for Children's Advocacy Subcontracted Services and expenses up to a maximum amount not to exceed \$10,714.29 for Child Protection Team Subcontracted Services, subject to availability of funds. The Network and State of Florida's performance and obligation to pay under this Subcontract is contingent upon an annual appropriation by the Legislature. The cost of services and expenses paid under any other contract or from any other source are not eligible for reimbursement under this Subcontract.

B. Payment

This is a Monthly COST Reimbursement Subcontract and will be reimbursed monthly once all monthly documents and backup documentation required under this Subcontract have been submitted in correct form and entirety.

CSFA NO. 41.031

23/24-GR CAC23

III. The Provider and The Network Mutually Agree**A. Effective and Ending Dates**

This Subcontract will become effective on July 1, 2023, or the date upon which the contract between the Network and the Florida Office of the Attorney General for general revenue funding is executed, whichever is later, and will continue through June 30, 2024. The Term of this Subcontract is from July 01, 2023, through June 30, 2024.

Termination

1. Termination at Will: This Subcontract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. Termination Because of Lack of Funds: In the event funds to finance this Subcontract become unavailable, the Network may terminate the Subcontract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Network shall be the final authority as to the availability and adequacy of funds. In the event of termination of this Subcontract, the Provider will be compensated for any work satisfactorily completed prior to notification of termination.
3. Termination for Breach: This Subcontract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the Provider. If applicable, the Network may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver of breach of any provisions of this Subcontract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Subcontract. The provisions herein do not limit the Network's right to remedies at law or in equity.
4. Termination for Failure to Satisfactorily Perform Prior Subcontract: Failure to have performed any contractual obligations with the Network in a manner satisfactory to the Network will be a sufficient cause for termination. To be determined as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Network, been notified by the Network of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Network; or (2) had a contract terminated by the Network for cause.

B. Renegotiation or Modification

Modification of provision of this Subcontract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Network's operating budget. The Provider may request a budget modification which must be approved by the Network prior to the expenditure of any Network grant funds arising from any adjustments between previously approved budget categories and line items. Budget modification is at the sole discretion of the Network. No Budget Modifications or amendments can be made after the end of the Term, the termination of this Subcontract pursuant to Article 33 or when the Total Grant Amount has been paid by the Network to the Provider.

C. Official Payee and Representatives

1. The Name (Provider name as shown on page 1 of this Subcontract), phone number and mailing address of the official payee to whom the payment shall be made is:

Provider Name Highlands County, a Political Subdivision of the State of Florida
Mailing Address 1968 Sebring Parkway,
 Sebring, FL 33870
Phone Number 863-402-6845

2. The name of the contact person, phone number and street address where financial and administrative records are maintained is:

Printed Name Mercedes McNew
Financial Address 1968 Sebring Parkway,
 Sebring, FL 33870
Phone Number 863-402-6860

CSFA NO. 41.031

23/24-GR CAC23

3. The name, address and telephone number of the Contract Manager for the Network for this Subcontract is:

Printed Name Gretchen Wild-Story
 Mailing Address 501 E. Tennessee St, Suite B
Tallahassee, FL 32308
 Telephone # 850-350-6466

4. The name, phone number and address of the Provider's representative responsible for administration of the program under this Subcontract is:

Printed Name Chris Campbell
 Mailing Address 1968 Sebring Parkway,
Sebring, FL 33870
 Phone Number Phone Number

5. Upon change of representatives (name, addresses, telephone number) by either party, notice shall be provided in writing within 5 days to the other party and said notification attached to originals of this Subcontract.

6. Pursuant to section 215.422(7) Florida Statute (2017), the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to function as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

D. All Terms and Conditions Included

This Subcontract and its attachments are referenced, I, II and III and any additional exhibits referenced herein, and any documents incorporated by reference contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Subcontract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the Subcontract is found to be illegal or unenforceable, the remainder of the Subcontract shall remain in full force and effect and such term or provision shall be stricken. This Subcontract is executed and entered into in the State of Florida, and will be construed, performed, and enforced in all respects in accordance with Florida law without reference to conflict of laws principles. Jurisdiction and venue for any action on proceedings arising out of, relating to, or in connection with this Subcontract shall lie exclusively in the courts of the State of Florida, in Leon County, Florida.

I have read the above Subcontract and understand each section and paragraph.

In Witness Whereof, the parties hereto have caused these twenty-five (25) pages Subcontract to be executed by their undersigned officials as duly authorized.

Provider Name: Highlands County, a Political Subdivision of the State of Florida

Signature: _____
 Printed Name: Chris Campbell
 Title of Signer: Chair
 Date Signed: _____

Florida Network of Children's Advocacy Centers

Signature: _____
 Printed Name: Luzed Cruz
 Title of Signer: FNCAC Executive Director
 Date Signed: _____

Attachment I**A. Services to Be Provided****1. Definitions of Terms**

- a. **Contract Manager:** An individual designated by the Network to be responsible for the Management of this Subcontract.
- b. **OAG Funds:** General Revenue funds issue from the Office of the Attorney General through the Florida Network of Children's Advocacy Centers.
- c. **Quarter:** A three-month period of the State's fiscal year, which begins on July 1. The quarters for this Subcontract are July through September (first quarter); October through December (second quarter); January through March (third quarter); and April through June (fourth quarter).
- d. **Track IT!:** Electronic document management system for providers to utilize in the submission of reports and other documents to the Network. The Track IT! URL is:
<https://trackit.fncac.org:9001/TrackItWeb/Selfservice>

B. General Description:

- 1. **General Statement:** Funds provided under this Subcontract shall be used to support and provide community, investigative, legal, and social service programs necessary to deliver services to children who are victims of physical and/or sexual abuse, children who witness violent crime or domestic violence, children who are victims of neglect or who are endangered due to drugs or alcohol abuse, and their families or caregivers, for the duration of the term of this Subcontract.
- 2. **Major Program Goals:** The primary goal is to ensure that children are not further victimized by the intervention systems designed to protect them. Program objectives include the development and provision of:
 - a. A comprehensive multidisciplinary, developmentally, and culturally appropriate, evidence-based response to the needs of children and their families in a specific community.
 - b. A neutral, child-friendly facility where forensic interviews and coordinated case planning can be conducted.
 - c. Trauma-focused, evidence-supported medical and mental health treatment and a wide array of victim services.
 - d. Effective and coordinated case-management efforts based on open communication, information sharing, and collaborative decision making.
 - e. Comprehensive case tracking that monitors investigative, prosecutorial, child protection, medical, mental health, and victim advocacy services so that cases do not "fall through the cracks."
 - f. More effective prosecutions of child abuse cases.
 - g. Cross-disciplinary and cross-cultural training as well as discipline-specific continuing education that enhances professional practice.
- 3. **Clients to be Served:**
 - a. **General Description:** All alleged child victims of abuse, neglect, drug endangerment, and witness to violence, and their families or caregivers may be provided services.
 - b. **Client Eligibility:** Eligibility extends to any children, their families or caregivers that are the alleged victim of abuse or violence (primary or secondary victims). The primary presenting reason for an individual to receive services supported under this Subcontract must be related to child abuse or neglect and/or child violence.
 - c. **Client Determinations:** In the event of any disputes regarding the eligibility of clients, the determination made by the Network is final and binding on all parties.
 - d. **Subcontract Limits:** All services shall be performed during the term of this Subcontract. The amount of services to be provided is limited to the amount of funds available and to those services listed in Section C.1. a. herein.
- 4. **Staff Qualification:** Provider will ensure that sub-recipient staff, contractors and volunteers working at the local children's advocacy centers who are providing services funded under this Subcontract are screened

and trained in accordance with §39.001(2) Florida Statute and meet minimum acceptable qualification to perform their job functions. At a minimum, professional staff who deliver direct services must have the following qualifications:

- a. **Psychiatrist:** A medical practitioner licensed under Chapter 458 or Chapter 459 Florida Statute, for at least three (3) years, inclusive of psychiatric residency.
- b. **Psychiatric Nurse Practitioner:** advanced registered nurse practitioner certified under §464.012 Florida Statute, who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a psychiatrist.
- c. **Psychologist:** licensure pursuant to §490.005(1), §490.006, Florida Statute, or the provision identified as §490.013(2) in CH. 81-235, §I, Laws of Florida.
- d. **Clinical Psychologist:** a psychologist as defined in §490.003(7) Florida Statute, with at least three (3) years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure.
- e. **Mental Health Counselor (as defined by §490.003 Florida Statute):** licensure or certification pursuant to §491.006, §491.0045-0046 Florida Statute.
- f. **Clinical Social Worker:** licensure pursuant to §491.005, §491.006, §491.046-046 Florida Statute.
- g. **Physician:** licensure pursuant to Chapters 458 and 459 Florida Statute.
- h. **Physician's Assistant:** licensure pursuant to §458.347 and §459.022 Florida Statute.
- i. **Primary Care Physician:** a general or family medical practitioner licensed under Chapter 458 or Chapter 459 Florida Statute, who is the child's primary physician.
- j. **Advanced Practice Registered Nurse:** licensure pursuant to §464.012 Florida Statute, and graduation from a program leading to a master's or doctoral degree in nursing clinical specialty area with preparation in specialized practitioner skills.
- k. **Master's Level Students/Interns:** Students or interns who have completed a master's degree in psychology, clinical psychology, mental health counseling, clinical social work or another associated degree who are actively working toward licensure or certification or who are enrolled in a doctoral degree program for any of the previously mentioned disciplines, may fulfill the roles identified in c, d, e, or f above.
- l. **Advocacy Paraprofessionals:** Persons with a bachelor's degree from an accredited college or university in social work or completion of a certification program offered by an accredited college or university, a governmental agency, a professional association, or an internal training program offered by an accredited children's advocacy center. Paraprofessionals may only provide advocacy services and are prohibited from providing mental health counseling or treatment services.

C. Program Areas and Services:

The Provider will ensure that, at a minimum, the following programs and services are being funded by this Subcontract. All providers of the below programs/services shall meet the training requirements established by the National Children's Alliance's Standards of Accreditation:

1. **Scope of Work:** The Provider shall ensure that all services are provided in Highlands County throughout the Subcontract period. All other activities shall support enhanced service delivery.
 - a. **Tasks:** The Provider will perform the following tasks throughout the term of the Subcontract unless otherwise specified:
 - 1) **Therapy Program Services:**
 - a) The Provider shall provide, or by linkage agreement procure, Mental Health Services: Including intake, treatment plans, individual counseling, family counseling and group counseling.
 1. **Individual Therapy Services:** Specialized trauma-focused mental health services provided to the child victim, caregiver and siblings designed to meet the unique needs of the child and family.

2. **Group Therapy Services:** Specialized trauma-focused mental health services provided in a group setting to the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
 3. **Family Therapy Services:** Specialized trauma-focused mental health services provided in a group setting designed to meet the unique needs of the child victim, caregiver, and siblings designed to meet the unique needs of the child and family.
 4. **Psychological Evaluation Services:** An examination by a licensed psychologist using a psychological testing, review of history, clinical interviews, behavioral symptoms, and observations for the purpose of determining the child's current psychological and neurological functioning to assist the evaluator in providing relevant and sound options in matters where the child's health and welfare may have been harmed.
2. **Case Management and Advocacy Services:**
- a. The Provider shall provide Case Management and Advocacy services as listed below:
 - 1) Crisis assessment and intervention, risk assessment, and safety planning and support for children and family members at all stages of involvement with the Provider, or Child Advocate Center.
 - 2) Assessment of individual needs, cultural consideration for child/family and help to ensure those needs are being addressed in concert with the MDT and other service providers.
 - 3) Presence at CAC during the forensic interview in order to participate in information sharing with other MDT members; inform and support family regarding the coordinated, multidisciplinary response; and assess needs of child and non-offending caregivers.
 - 4) Provision of education and assistance in ensuring access to victim's rights and crime victims' compensation.
 - 5) Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, civil legal services, etc.)
 - 6) Provisions of referrals for trauma-focused, evidence-supported mental health and specialized medical treatment by the Provider, if not provided by the Provider, at the Child Advocate Center.
 - 7) Facilitating access to transportation to interviews, court, treatment, and other case-related meetings.
 - 8) Engagement with the child and family to help them understand the investigation/prosecution process and help ensure understanding of crime victim's rights.
 - 9) Participation in case review to communicate and discuss the unique needs of the child and family and associated services planning; and help ensure the coordination of identified services, and that the child and family's concerns are heard and addressed.
 - 10) Provision of case status updates to the family, including investigation, court date, continuances, dispositions, sentencing and inmate status notification (including offender release from custody).
 - 11) Provision of court education and support, including court orientation and accompaniment.
 - 12) Coordinated case management meetings with all individuals providing victim advocacy services.
3. **Forensic Interview Services:**
- a. The Provider shall provide, or by linkage agreement procure, trained forensic interviewers.
 - 1) **Forensic Interviews:** a developmental and age-appropriate interview conducted by staff with a child advocacy center to collect factual information to determine if the child was the victim of a crime or witnessed a crime against another person.
 - 2) **Specialized Interview:** an interview conducted for the purpose of gathering clinical data, family functioning, and family history.
4. **Medical Program Services:** The Provider shall provide Medical Assessments subject to the provision of 960.28(1) Florida Statute, an examination or records consultation resulting in a report of the nature, severity and prognosis of physical trauma sustained by the child victim performed by a primary care or emergency care physician, a licensed physician's assistant, or advanced registered nurse practitioner.
5. **Case Review (Program Delivery):**

CSFA NO. 41.031

23/24-GR CAC23

- a. The Provider shall convene/facilitate monthly gatherings of the multidisciplinary team for the purpose of reviewing cases and collaboration amongst partners. The formal process in which multidisciplinary discussion and information sharing regarding the investigation, case status and services needed by the child and family is to occur on a routine basis. All core disciplines of the MDT shall participate in monthly case reviews.

6. Staffing Requirements:

- a. **Staffing Levels.** The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. The Provider shall designate a project manager, identified in Section III.D.4. of the Standard Subcontract, who is responsible for Subcontract compliance and who will be the primary point of contact for the Network on progress and work products.
 - 1) The Provider shall submit the job description, resume, Level II Background Check, and any other credentials for all staff funded under this Subcontract.
 - 2) The Provider shall require all staff funded under this Subcontract to maintain timesheets to account for their time.
 - 3) The Provider shall notify the Network Contract Manager within five (5) working days of hiring and/or terminating staff funded under this Subcontract. For new hires, notification shall include a resume, Level II Background Check, and job description.
 - 4) If any information of the Provider Contact Information Form changes, the Provider shall submit a revised form within five (5) working days of the change.
 - 5) The Provider shall notify the Network one week prior to a change of address and submit a revised Provider Contact Information Form within five (5) working days of the change.
 - 6) The Provider shall ensure that all staff and subcontractors of this Subcontract routinely complete the necessary continued education required by the National Children's Alliance's Standards of Accreditation.
- b. **Professional Qualifications:** The Provider will be responsible for the staff affiliated with this Subcontract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully perform their duties.
- c. **Subcontractors:** The Provider may, only with prior written approval of the Network, enter into written subcontracts for performance under the Subcontract. No subcontract agreement that the Provider enters into with respect to performance under the Subcontract shall in any way relieve the Provider of any responsibility for performance of its Subcontract responsibilities with the Network.

7. Service Location and Equipment:

- a. **Service Delivery Location:** The Provider shall provide services from its established Florida based CAC/CT office, at the CPT-MOU, in a Mobile Unit or at an off-site subcontractors Office approved by the Network.
 - 1) Service location(s) must be accessible to persons with disabilities and ADA (Americans with Disabilities Act) compliant. The Provider shall, within its ability, makes reasonable accommodation and modifications to its facility in order to provide accessible services to persons with disabilities. Examples of such accommodation/modifications are: 1. Designated parking, 2. Ramp access to building, 3. Alternative formats available for documents, 4. Accessible restroom facilities, 5. Doors and doorways are accessible and 6. A sign language interpreter, if available. Physical modifications considered as construction or renovation may not be funded under this Subcontract.
 - 2) All service delivery locations' physical environment must provide for the comfort and dignity of its clients. The Provider shall maintain offices conducive to service provision in a private, confidential manner.
- b. **Service Times:** The Providers primary service location shall be staffed at a minimum from 9:00 am to 5:00 pm, Monday through Friday, excluding state-sanctioned holidays. Satellite or alternate service location's hours of operation must be provided to the Network and the Provider's multidisciplinary team

partners. Any change in operating hours or inability to provide services shall be reported in a timely manner to the Network.

- c. **Computer Networks:** None of the funds made available pursuant to this Subcontract may be used to maintain or establish a computer network unless such a network blocks the viewing, downloading, and exchanging or pornography.

8. **Deliverables:**

- a. **Deliverables:** See Section C.1.a.

- b. **Reports:** The mere receipt of reports by the Network shall not be construed to mean or imply approval. The Network reserves the right to reject reports as incomplete, inadequate, or unacceptable. The Network, at its option, may allow additional time within which the Provider may remedy the objections noted or after having given the Provider a reasonable opportunity to cure and the Provider fails to cure, the Network may terminate the Subcontract in the absence of extenuating or mitigating circumstances. Payment may be withheld by the Network until required reports have been submitted. The Provider shall timely submit the following reports to the Network:

- 1) **Invoice and Monthly Expenditure Report (MER):** The Provider shall submit a completed MER form, incorporated herein by reference, to the Network Contract Manager to verify that funds are: 1. Spent on allowable costs, and 2. Used to enhance the provisions of services and increase the number of victims served. The report shall be due by the 25th day of the month following the month in which services were provided, summarizing all expenditures. This report, to be completed in accordance with instructions provided by the Network, shall identify expenditures made with Subcontract funds only.
- 2) **Monthly Program Service Date Reports:** The Provider shall complete the monthly Program Service Data Report form, incorporated herein by reference, by the 25th of the month following the month in which services were provided, to document achievement of service tasks identified in Section C.1.a. of this Subcontract.
- 3) **General Revenue Personnel Spreadsheet:** This form is used to seek reimbursement of allowable personnel expenses as outline in the approved Network Budget. This form must be included in the invoice and must be submitted by the 25th day of the following month in which the expenses were expended. (This form is not required if the approved budget does not contain personnel expenses).
- 4) **Actual Expense Report:** This form is used to seek reimbursement of allowable contractual, operating and training expenses as outlined in the approved Network Budget. This form must be included with the Invoice and must be submitted by the 25th day of the month following the month in which the expenses were expended. (This form is not required if the approved budget does not contain any contractual, operating and training expenses).
- 5) **Project Specific Timesheet:** Project Specific Timesheets notating the pay period must be used to report time spent on the OAG Funds. Only salary for time spent on activities related to the OAG Funds is reimbursable. A Project Specific Timesheet must be used by all organizations requesting reimbursement of personnel expenses. The Timesheets must be completed for all staff including Executive Directors who are reimbursed from the OAG Funds. Project Specific Timesheets must be submitted monthly when claiming reimbursement of personnel expenses. The form must be signed and dated by the employee and their supervisor. Executive Directors must sign and date their timesheets and have their timesheets authorized by a member of the Board of Directors or their Supervisor, when claiming reimbursement of personnel expenses. Executive Directors may authorize the timesheets of their staff providing staff is not related to the Executive Director. At least one Project Specific Timesheet must be used for each staff member. The organization may use as many timesheets as necessary to report the appropriate time spent on the OAG Funds.
- 6) **Daily Vehicle Use Log:** This form is used to report mileage for activities related to the OAG Funds within the organization's local service area. This form **is not** for use when traveling outside the organization's service area. The signature of staff claiming mileage is required and the form must be signed by the Executive Director. Executive Directors must authorize daily Vehicle Use Log of their

staff providing staff is not related to the Executive Director. Executive Directors sign and date their own Daily Vehicle Use Log and must have their Daily Vehicle Use Log authorized by a member of the Board of Directors when claiming reimbursement of mileage expenses.

- 7) **Property Inventory:** All property purchased pursuant to Chapter 273 Florida Statute and Florida Administrative Code Chapter 691-72, using grant funds, requires a Property Inventory Report be completed and submitted to the Network at the time reimbursement is requested. Payment will not be authorized until such time as the required Property Inventory Report has been submitted. The Provider will be responsible for the proper care, custody and distribution of all property acquired, and agrees not to see, transfer, encumber, or otherwise dispose of property acquired without the written permission of the Network.
 - 8) **Authorization to Incur Travel Expense:** Pursuant to Florida Administrative Code Rule 691-42.003, form DRF-AA-13 will be used when requesting approval for travel. The form will be signed by the person requesting travel and their supervisor or an authorized member of the organization's Board of Directors. It must be completed prior to travel taking place and must evidenced the estimated cost of travel as allowed under Section 112.061 Florida Statute. This form must be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following the actual travel.
 - 9) **Travel Voucher:** Pursuant to Florida Administrative Code Rule 691-42.003, form DFLORIDA STATUTE-AA-15 will be used when requesting reimbursement for travel expenses associated with the OAG Funds. The form will be completed by all travelers requesting reimbursement from the OAG Funds and will be prepared in strict compliance with Section 112.061 Florida Statute. The form will be signed by the traveler and the official authorizing the travel, a supervisor, or an authorized member of the Board of Directors. Social Security numbers should not be placed on the form when submitting for reimbursement. However, the organization must maintain information to correctly identify all authorized travelers under audit. Only those travel expenses associated with the OAG Funds and in the program's approved budget are reimbursable. This form should be submitted within the month travel occurred and travel reimbursement is requested, if possible. It must, however, be submitted no later than the month following travel and must be accompanied with form DFLORIDA STATUTE-AA-13, Authorization to Incur Travel Expense, and must be submitted at the time the monthly invoice is Submitted.
 - 10) **Monthly Deliverables Report:** This form is used to provide information on the minimum performance measures required for all OAG Funds grant funds and to justify reimbursement. This form must be submitted when the invoice is submitted, and the provider must submit the required supporting documentation indicating completion or compliance with the required deliverables. Otherwise, the Invoice cannot be processed. If the provider fails to meet the minimum performance measures or provide the required supporting documentation, financial consequences will be applied pursuant to Section 215.971(1) (c) Florida Statute.
 - 11) **Other Reports:** The Provider shall furnish such other reports and information that the Network may require within the time requested.
- c. **Records and Documentation:**
- 1) The Provider agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The Provider further agrees to hold the Network harmless from any claim or damage including reasonable attorney fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the Provider of confidential records. Nothing herein shall be construed as a waiver of the sovereign immunity of the Provider, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statutes.
 - 2) The Provider shall maintain all records required to be maintained pursuant to the Subcontract in such a manner as to be accessible by the Network upon demand. Where permitted, under applicable law, access by the public shall be permitted without delay.

9. Performance Specifications

1) Monitoring and Evaluation Methodology

- a) By execution of this Subcontract, the Provider hereby acknowledges and agrees that its performance under the Subcontract shall meet the standards and be bound by the conditions set forth herein. If the Provider fails to meet these standards, the Network, at its exclusive option, may allow up to three (3) months for the Provider to achieve compliance with the standards. If the Network affords the Provider an opportunity to achieve compliance, and the Provider fails to achieve compliance within the specified time limit, the Network will terminate the Subcontract in the absence of any extenuating and mitigating circumstances. The determination of extenuating or mitigating circumstances is the exclusive right of the Network.
- b) The Provider shall comply with the requirements of the Network's Standard Subcontract, section I.E., with reference to monitoring by the Network. The Provider agrees to fully cooperate with the Network in the conduct of both performance audits and financial audits. The Provider will be evaluated through on-site and/or virtual monitoring visits and/or desk reviews of service reports and invoices. This component is intended to be in addition to other audit requirements found in other documents incorporated by reference in this Subcontract and is not to be construed as a limitation upon them. The Provider agrees to include these audit and recordkeeping requirements in all approved subcontracts and assignments that result from this Subcontract.

10. Provider Responsibilities:

- a. **Provider Unique Activities:** The Provider is solely and uniquely responsible for the satisfactory performance of the tasks described in Section C.1.a. By execution of this Subcontract, the Provider recognizes its singular responsibility for the tasks, activities, and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities, and deliverables and agrees to be fully accountable for the performance thereof.
- b. **Contact Information:** The Provider shall submit a Provider Contact Information Form to the Network Contract Manager with signature pages for execution of this Subcontract. Contact information changes must be documented on a revised Provider Contact Information Form and submitted to the Network Contract Manager **within five (5) working days of occurrence**. Staff contacts identified by the Provider on the Provider Information Form shall be accessible via e-mail throughout the Subcontract period and respond timely to Network Contract Manager communications. All emails, voicemail messages, Track IT! work orders and other communications shall reference the Subcontract number(s) applicable to the correspondence. **Provider will need to reference Subcontract Numbers in the subject line of all e-mails.**
- c. **Budget:** Using the Budget Form provided by the Network, the Provider shall prepare a line-item budget to identify anticipated OAG Funds expenditures. The budget shall be submitted to the Contract Manager for approval by July 3, 2023.
 - 1) **Task Limits:** All tasks shall be provided within the State of Florida. The Provider is authorized to perform only the tasks set out herein or in any amendment hereto.
 - 2) The Provider shall remain operational and provide reports for the entire Subcontract period, even if the deliverables have been met before the Subcontract ending date.
- d. The Provider shall comply with all Provider's policies and procedures, including but not limited to:
 - Financial Management
 - Personnel
 - Board of Director' roles and responsibilities
 - Operations
 - Conflict of Interest
 - Document Retention

CSFA NO. 41.031

23/24-GR CAC23

- e. The Provider shall ensure that any staff travel expenses incurred beyond the local community and funded under this Subcontract will be identified on a completed State of Florida Voucher for Reimbursement of Travel Expenses, incorporated herein by reference, and maintained by the Provider. Local mileage must be maintained either on a mileage log or the state voucher form to document per trip the destination (i.e., the person/organization if not a victim), number of miles traveled, the purpose of travel and how it relates to funding activities, and date of travel along with the name of the person to be reimbursed.

11. Network Responsibilities:

- a. **Network Obligations:** The Network will provide technical support and assistance to the Provider to increase its capacity to offer victims/survivors the highest quality of services.
- b. **Network determinations:** The Network has final authority in monitoring, reporting and payment disputes.

D. Submission Schedule:

- 1. If the due date for a report, invoice or other item falls on a weekend or holiday, it shall be due on the last business day previous to the due date. The due date is the date that the Network must receive the report.
- 2. All reports, invoices, or other items identified herein shall be submitted electronically to the Network Contract Manager via Track IT! document management system, unless otherwise approved by the Contract Manager. When submitting documents through Track IT! the Provider will provide the Subcontract number in the notes section and select the correct document type which determines the destination of the submission. The work order purpose never changes and always says, "This Work Order is for Submitting Required Documentation." The Track IT! URL is <https://trackit.fncac.org9001/TrackItWeb/SelfService>

E. Method of Payment

- 1. Payment Clause
 - a. The Network shall pay the Provider for the delivery of service provided in accordance with the terms of this Subcontract, subject to the availability of funds.
 - b. The Provider shall request payment on a monthly basis through the submission of a properly completed invoice (see Attachment III) to the Network Contract Manager in accordance with the following schedule. The invoice shall be due each month on the 25th day of the month following the month of service expenses.
 - c. Any payment due under the terms of this Subcontract may be withheld until any or all reports or other requested information due from the Provider are received by the Network and necessary adjustments have been made and approved by the Network. It is agreed that the Network's determination of acceptable service shall be conclusive. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% off that month's invoice, whichever is greater.
 - d. The Provider agrees to refund to the Network, any payments made by the Network which are subsequently disallowed pursuant to the terms of the Subcontract. Such refunds shall be due within forty (40) days following the end of the Subcontract or from the time the overpayment is discovered.
 - e. Late submission of any invoices, reports, necessary budget revisions, or other documentation may result in the Provider's invoice being held for payment until all required documentation has been received. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.
 - f. Financial Consequences. If the Provider fails to achieve the deliverables in accordance with the Subcontract, the Provider will be assessed a financial consequence, at a minimum of 5% of 1/12 of the total Provider contract or 5% of that month's invoice, whichever is greater.
 - 1) Execution of future Subcontracts and/or amendments may be withheld pending receipt of late penalties, deliverables, required documents and requested information (to include monitoring report correct actions).

F. Special Provisions.

1. **Cost Proposals.** All anticipated expenditures shall appear in the Provider's submitted cost proposal (budget), using the form and format prescribed by the Network. No costs may be incurred without prior approval of budget line items by the Network Contract Manager. Possible changes should be sent to the FNCAC Contract Manager in advance of a formal budget revision to determine if costs are allowable and a budget revision is necessary. It is incumbent upon the Provider to submit considered changes as soon as possible to allow sufficient time to review the request. Expenditures should be tracked throughout the year to ensure all funds will be expended timely. The cost proposal must include a budget narrative to describe and justify how each line item is related to program activities. The cost proposal will not be approved without a detailed budget narrative with sufficient explanation. Cost proposal date restrictions apply as follows:
 - a. The Provider shall review the budget proposal monthly to verify expenditures align and make necessary adjustments to ensure all funds will be expended during the Subcontract period.
 - b. Cost Proposal revisions will not be accepted after May 30 of the current fiscal year, unless permitted by the Network Contract Manager.
 - 1) Prior approval shall be obtained from the Network Contract Manager for any travel and/or training not specifically identified and approved in the current proposal. If line items include travel to a conference or training, an agenda, presenter credentials and itemized costs are required to be submitted for prior approval.
2. **Publication Requirement:** The Provider agrees to acknowledge the Office of Attorney General, and the Network, in all publications and advertisements that are funded wholly or in part with this Subcontract. The Provider shall submit for review one copy of all proposed publications resulting from this Subcontract prior to printing. The Provider shall submit for review one copy of all proposed media or program advertisements at least twenty (20) days prior to public release. Any publications, media advertisements shall contain the following statement:
 "This project was paid by OAG, GR-2023-Florida Network of Children's Advoca-00008 and Florida Network of Children's Advocacy Centers."
3. Although an audit may not be required in accordance with Attachment II, if performed, a copy of the report, along with any management letters, attestations or other information issued by the auditor, shall be submitted to the Network Contract Manager within 45 days after delivery of the audit report, but no later than six months after the Provider's fiscal year end.
4. Anything that is produced or developed in connection with this Subcontract shall be exclusive property of the Office of the Attorney General and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the Provider nor any other individual employed under this Subcontract shall have any proprietary interest in any product(s) developed or produced under this Subcontract.
5. If the Provider's membership is revoked by the National Children's Alliance and all appeals (in accordance with the National Children's Alliance's (NCA) Certification Appeals Process) have been denied, this Subcontract shall be terminated, effective immediately. Accordingly, funding shall also be terminated at that time. If the Provider is denied certification in one or more but not all counties previously acknowledged as receiving services, funding will be reduced accordingly.
6. This Subcontract may be terminated within sixty (60) days of the Network being advised that the Provider has had a contract or funding terminated by any state or federal agency for cause.

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Network to the Provider may be subject to audits and/or monitoring by the Network, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part §200.500, formerly OMB A-133 and Section 215.97 Florida Statute, monitoring procedures may include, but not be limited to, on-site visits by Network staff, limited scope audits, and/or other procedures. By entering into this Subcontract, the provider agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Network. In the event the Network determines that a limited scope audit of the provider is appropriate, the provider agrees to comply with any additional instructions provided by the Network to the provider regarding such audit. The provider further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Network, the Department of Health, the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Provider is a State or local government, or a non-profit organization as defined in 2 CFR Part §200.500.

1. In the event that the Provider expends \$750,000 or more in Federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part §200.501. EXHIBIT 1 to this Subcontract indicates Federal resources awarded through the Network by this Subcontract. In determining the Federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including Federal resources received from the Network. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part §200.502-§503. An audit of the provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.500 will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part §200.508 - §200.512.
3. If the Provider expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part §200.501(d) is not required. In the event that the provider expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part §200.506, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from provider resources obtained from sources other than Federal entities.)
4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Subcontracts with the Network shall be based on the Subcontract's requirements, including any rules, regulations, or statutes referenced in the Subcontract. The financial statements shall disclose whether or not the matching requirement was met for each applicable Subcontract. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network Subcontract involved. If not otherwise disclosed as required by 2 CFR Part §200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each Subcontract with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the provider's fiscal year end.

PART II: STATE FUNDED

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

1. In the event that the provider expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such provider (for fiscal years ending September 30, 2004 or thereafter), the provider must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97 Florida Statutes; applicable

CSFA NO. 41.031

23/24-GR CAC23

rules of the Department of Financial Services; Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), and Rules of the Auditor General. EXHIBIT I to this Subcontract indicates state financial assistance awarded through the Network by this Subcontract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Network, the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

3. If the provider expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of Section 215.97 Florida Statutes, is not required. In the event that the provider expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97 Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

4. An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to Subcontracts with the Network shall be based on the Subcontract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable Subcontract. All questioned costs and liabilities due to the Network shall be fully disclosed in the audit report with reference to the Network Subcontract involved. If not otherwise disclosed as required by Rule 69I-5.003, Fla. Admin. Code, the schedule of expenditures of state financial assistance shall identify expenditures by Subcontract number for each Subcontract with the Network in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the provider's fiscal year end. Notwithstanding the applicability of this portion, the Network retains all right and obligation to monitor and oversee the performance of this Subcontract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part §200.512 will be submitted by or on behalf of the provider directly to each of the following:

A. The Network as follows:

- Submit to the Network's Contract Manager via Track IT
- Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to:
- Florida Network of Children's Advocacy Centers
501 E. Tennessee Street Suite B
Tallahassee, Florida 32308

B. The Federal Audit Clearinghouse designated in 2 CFR Part §200.36 should submit a copy to the Federal Audit Clearinghouse), at the following address:

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

C. Other Federal agencies and pass-through entities in accordance with 2 CFR Part §200.331.

CSFA NO. 41.031

23/24-GR CAC23

2. Pursuant to 2 CFR Part 200.521 the provider shall submit a copy of the reporting package and any management letter issued by the auditor, to the Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

3. Additionally, copies of financial reporting packages required by Part II of this Subcontract shall be submitted by or on behalf of the provider directly to each of the following:

A. The Department of Health as follows:

SingleAudits@flhealth.gov

Audits must be submitted in accordance with the instructions set forth in Exhibit 2 hereto and accompanied by the "Single Audit Data Collection Form." Files which exceed 8 MB may be submitted on a CD or other electronic storage medium and mailed to: Bureau of Finance & Accounting, Attention: Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1729.

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

*Auditor General's Office
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450*

4. Any reports, management letter, or other information required to be submitted to the Network pursuant to this Subcontract shall be submitted timely in accordance with OMB Circular A-133 Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Providers, when submitting financial reporting packages to the Network for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the provider in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

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

CSFA NO. 41.031

23/24-GR CAC23

EXHIBIT 1

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS SUBCONTRACT ARE AS FOLLOWS:

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS SUBCONTRACT CONSIST OF THE FOLLOWING:

Federal Program 1 _____ CFDA# _____ Title _____ \$ _____

Federal Program 2 _____ CFDA# _____ Title _____ \$ _____

TOTAL FEDERAL AWARDS \$ _____

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS SUBCONTRACT CONSIST OF THE FOLLOWING:

Matching resources for federal program(s) N/A CFDA# _____ Title _____ \$ _____

State financial assistance subject to Sec. 215.97 Florida Statute: CSFA#41.031 Title: The Florida Network of Children's Advocacy Centers

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97 Florida Statute:

\$90,828.51

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

FL Dept. of Financial Services, Reference Guide for State Expenditures

EXHIBIT 2**PART I: AUDIT RELATIONSHIP DETERMINATION**

Providers who receive state or federal resources may or may not be subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97 Florida Statute. Providers who are determined to be recipients or subrecipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of OMB Circular A-133, as revised, and/or Section 215.97 Florida Statute. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance, must comply with applicable programmatic and fiscal compliance requirements.

In accordance with Sec. 210 of OMB Circular A-133 and/or Rule 691-5.006, FAC, provider has been determined to be:

- ☐ Vendor not subject to OMB Circular A-133 and/or Section 215.97 Florida Statute
- ☒ Recipient/subrecipient subject to OMB Circular A-133 and/or Section 215.97 Florida Statute
- ☐ Exempt organization not subject to OMB Circular A-133 and/or Section 215.97 Florida Statute for Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a provider is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the Network to subcontract, they must comply with Section 215.97(7) Florida Statute, and Rule 69I-.006(2), FAC [state financial assistance] and Section ____ .400 OMB Circular A-133 [federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Providers who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient, must comply with the following fiscal laws, rules, and regulations:

STATES, LOCAL GOVERNMENTS, AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR 225 a/k/a OMB Circular A-87 – Cost Principles*
- OMB Circular A-102 – Administrative Requirements**
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations.

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR 230 a/k/a OMB Circular A-122 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations.

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR 220 a/k/a OMB Circular A-21 – Cost Principles*
- 2 CFR 215 a/k/a OMB Circular A-110 – Administrative Requirements
- OMB Circular A-133 – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules, and regulations.

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in the OMB Circular A-133 Compliance Supplement, Appendix 1.

**For funding passed through U.S. Health and Human Services, 45 CFR 92; for funding passed through U.S. Department of Education, 34 CFR 80.

CSFA NO. 41.031

23/24-GR CAC23

STATE FINANCIAL ASSISTANCE. Providers who receive state financial assistance and who are determined to be a recipient/subrecipient, must comply with the following fiscal laws, rules, and regulations:

Section 215.97, Fla. Stat.

Chapter 69I-5, Fla. Admin. Code

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules, and regulations.

CSFA NO. 41.031

23/24-GR CAC23

ATTACHMENT III
FNCAC Invoice

FNCAC GR/CPT Invoice 2023/2024									
Provider: .					Subcontract Number:				
Address:					Telephone:				
Service Period (check one):					FNCAC GR/FNCAC CPT/Line Item Monthly Rate				
Jul 2023		Nov 2023		Mar 2024		July 2023 -June 2024			
Aug 2023		Dec 2023		Apr 2024		COST			
Sept 2023		Jan 2024		May 2024					
Oct 2023		Feb 2024		Jun 2024					
Summary of Payments					(FOR FNCAC USE ONLY)				
			FNCAC CPT	GR	Line Item	Combined Monthly Total:		\$0.00	
SFY 2023/2024 Allocation:									
Total Funds Requested This						Penalties			
Actual Expenditures to Date:			\$0.00	\$0.00	\$0.00				
Balance:			\$0.00	\$0.00	\$0.00	Description:			
(Actual Expenditures to Date (AED) should equal the amount expended through the period checked above. Monthly invoice AED amount should equal total indicated on the Monthly Expenditure Report per fund)									\$
									\$
									\$
									\$
(NOTE: ALL FUNDS MUST BE EXPENDED BY JUNE 30th)									
Total County Funding Amount: \$_____ Has not changed for FY 23/24						Total Penalties: \$0.00			
activities, as stipulated in this contract and no expenses requested have been paid by another funding source.						Payment Approval			
						Total Approved For Payment By the Network \$0.00			
Signature of Provider Agency Official				Date					
Title				Phone #		Signature		Date	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

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

SUBJECT/TITLE: Request to approve and execute the plat of Lake Mirror Sands for recordation.

STATEMENT OF ISSUE

Attached for your consideration and approval is the Plat Mylar for the Lake Mirror Sands which was prepared by Germaine Surveying, Inc. on behalf of the owner John K. McClure as Trustee of the Norma E. Green Total Return Unitrust Dated November 14, 2018. The land subdivision process has been completed for this portion of property located at 1001 Lake Drive E, Lake Placid, FL, 33852, as outlined in Chapter 12, Article 4 of the Highlands County Code of Ordinances Land Development Regulations.

The County Attorney, County Engineer, County Surveyor, and Development Services Director have all approved and signed the referenced plat for recordation. The Fire Marshal, GIS/Addressing Manager, Zoning Supervisor, Planning Supervisor, and Building Official have all approved the plat.

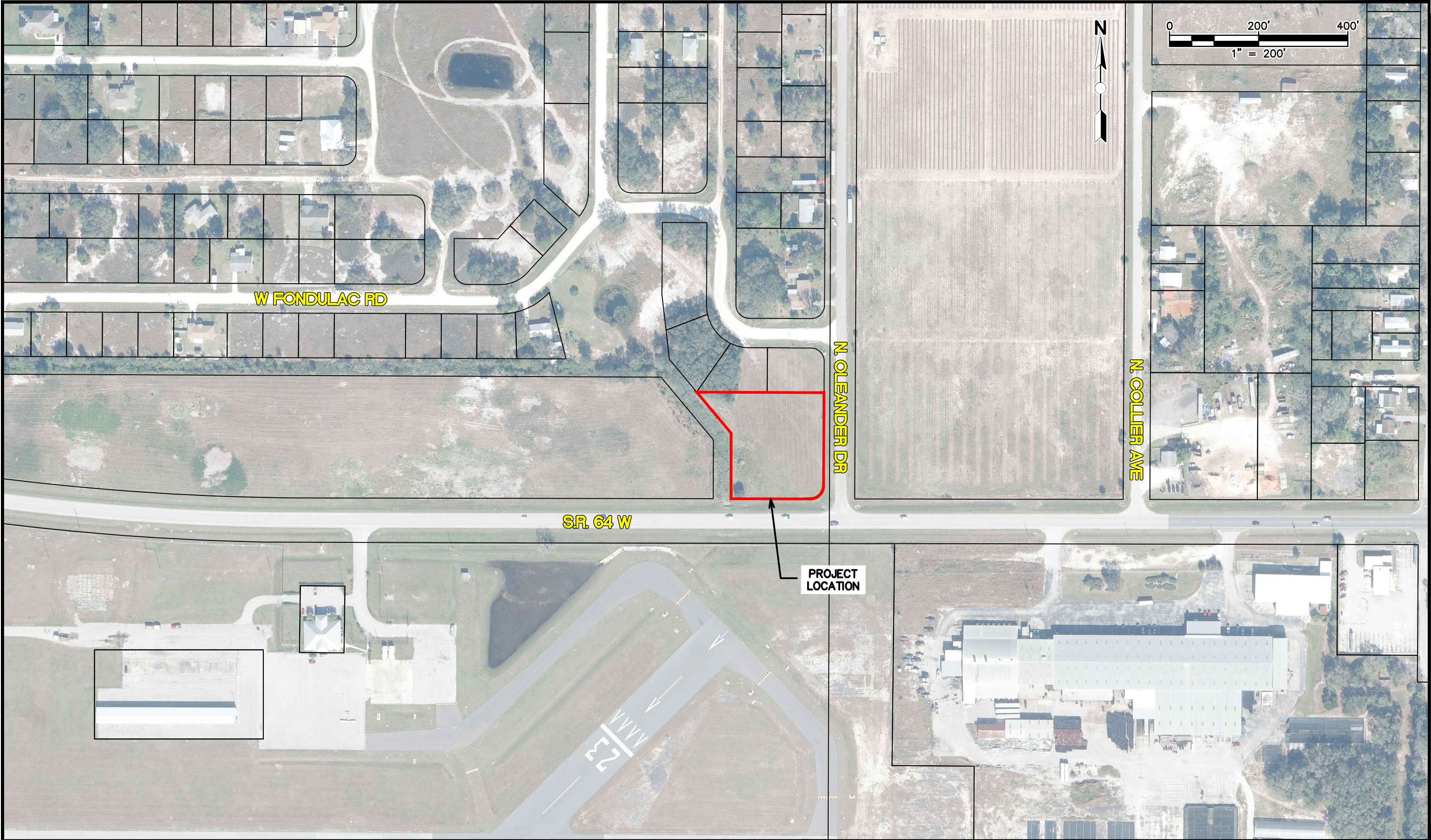
RECOMMENDED ACTION

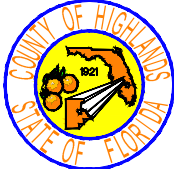
Move to approve and execute the plat of Lake Mirror Sands for recordation.

FISCAL IMPACT

There will be no additional fiscal impact, Lake Drive E is a County maintained roadway.

Attachments: [Location Map 11x17.pdf](#)
[Scanned Mylar 11 X 17.pdf](#)



REVISIONS			STATUS	DESIGNED BY: J.D. LANGFORD, P.E. DRAWN BY: STACEY MAHONEY CHECKED BY: J.D. LANGFORD, P.E. IN CHARGE: J.D. LANGFORD, P.E. DATE: 8/25/2023		HIGHLANDS COUNTY ENGINEERING DEPARTMENT 505 S. COMMERCE AVENUE SEBRING, FLORIDA 33870 APPROVED BY: JAMES D. LANGFORD, JR., P.E. FLORIDA REGISTRATION NO.: 78402		NORTH OLEANDER DRIVE TRADESMEN WAREHOUSING 1600 SR 64 W, AVON PARK LOCATION MAP		SCALE: HORIZ. 1"=200' VERT. N/A PROJECT NO. N/A REV. 0 SHEET 1 OF 1	
DATE	BY	DESCRIPTION									

FOR
INFORMATION

AUG 24 2023

ENGINEERING DEPT
HIGHLANDS COUNTY, FLORIDA

NORTH OLEANDER DRIVE TRADESMEIN WAREHOUSING

BEING A REPLAT OF A PORTION OF LOT 8, SE 1/4, NW 1/4, SECTION 21
OF THE TOWN OF AVON PARK, RECORDED IN TRANSCRIPT BOOK, PAGE 14,
HIGHLANDS COUNTY, FLORIDA (PLAT BOOK 1, PAGE 58, DESOTO COUNTY)
A PORTION OF SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST
ALL IN HIGHLANDS COUNTY, FLORIDA.
DATE: AUGUST 1, 2023

LEGAL DESCRIPTION:
ALL THAT PARCEL OF LAND IN SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST LYING IN HIGHLANDS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST, RUN THENCE ALONG THE EASTERLY BOUNDARY OF SAID NORTHWEST QUARTER NORTH 09°10'00" WEST 44.48 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE AVON PARK/MUCHULA HIGHWAY; THENCE SOUTH 89°51'00" WEST 89.83 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 89°51'00" WEST 180 FEET; THENCE NORTH 07°09'00" WEST 145 FEET; THENCE NORTH 40°09'00" WEST 120.42 FEET; THENCE SOUTH 89°52'04" EAST 282.89 FEET; THENCE SOUTH 07°01'00" EAST 208.93 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET AN ARC LENGTH OF 47.08 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF A PLAT OF AVON PARK RECORDED IN PLAT BOOK 1, PAGE 58, OF THE PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, HAS OFFICIALLY APPROVED THIS PLAT FOR RECORDING THIS _____ DAY OF _____, A.D. 2023.
SIGNED _____ CHAIRMAN OF THE BOARD
ATTEST _____ CLERK OF THE BOARD (SEAL)

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER:

STATE OF FLORIDA
COUNTY OF HIGHLANDS
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

JAMES D. LANGFORD, P.E. COUNTY ENGINEER DATE _____
STATE OF FLORIDA
COUNTY OF HIGHLANDS
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

LEAH M. SAULS, DEVELOPMENT SERVICES DIRECTOR DATE _____
STATE OF FLORIDA
COUNTY OF HIGHLANDS
CERTIFICATE OF APPROVAL BY SURVEYOR FOR COUNTY

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY A PROFESSIONAL SURVEYOR AND MAPPER EITHER EMPLOYED BY OR UNDER CONTRACT TO THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS.

RALPH WHISLER, III, P.L.S. DATE APPROVED _____
FLORIDA REGISTRATION NUMBER 5248

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY
STATE OF FLORIDA
COUNTY OF HIGHLANDS
THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS PLAT.

SHERRY G. SUTPHEN COUNTY ATTORNEY DATE _____

GENERAL NOTES:

- 1) SYMBOL ■ INDICATES PERMANENT REFERENCE MONUMENT, 4"x4"x24", L.B. 6017
- 2) SYMBOL ■ INDICATES FOUND 3"x3" FGM NO IDENTIFICATION,
- 3) SYMBOL ● INDICATES PERMANENT CONTROL POINT.
- 4) SYMBOL ● INDICATES BEARING CHANGE.
- 5) SYMBOL R- INDICATES RADIUS
- 6) SYMBOL D- INDICATES DELTA
- 7) SYMBOL L- INDICATES LENGTH
- 8) SYMBOL CB- INDICATES CHORD BEARING
- 9) SYMBOL CH- INDICATES CHORD LENGTH
- 10) SYMBOL U&D EASE, UTILITY & DRAINAGE EASEMENT
- 11) SYMBOL P.O.C. POINT OF COMMENCEMENT
- 12) SYMBOL P.B. POINT OF BEGINNING
- 13) SYMBOL P.B. PLAT BOOK
- 14) SYMBOL Pg. PAGE
- 15) BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 84 AS BEING S89°51'00"W.
- 16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN, AND WHILE IN COMPLIANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES, THIS PLAT IS ALSO BEING RECORDED IN ITS GRAPHIC OR DIGITAL FORM OF THE PLAT.
- 17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.
- 18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.
- 19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE, TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- 20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.
- 21) EACH LOT TO BE SERVED BY CENTRAL WATER AND SEWER.
- 22) EASEMENT IN FAVOR OF THE CITY OF AVON PARK RECORDED IN OFFICIAL RECORDS BOOK 638, PAGE 102, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, IS BLANKETS IN NATURE.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF HIGHLANDS

KNOW ALL MEN BY THESE PRESENTS, THAT SOLD NOW DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED NORTH OLEANDER DRIVE TRADESMEN WAREHOUSING, DOES HEREBY DEDICATE SAID LANDS AND PLAT FOR THE PURPOSES AND USES EXPRESSED AND MORE SPECIFICALLY DEDICATED:

TO HIGHLANDS COUNTY, FLORIDA, A NON-EXCLUSIVE ACCESS EASEMENT OVER, ACROSS AND THROUGH THE 24 FOOT WIDE ACCESS EASEMENT DEPICTED BETWEEN LOT 1 AND LOT 2 OF THIS PLAT FOR THE SOLE PURPOSE OF PROVIDING PUBLIC SAFETY AND GOVERNMENT SERVICES, BUT WITH NO RESPONSIBILITY TO MAINTAIN OR OTHERWISE REPAIR THE ACCESS EASEMENT AREA.

AN ACCESS EASEMENT TO LOT 1 AND 2 OVER, ACROSS AND THROUGH THE 24 FOOT WIDE ACCESS EASEMENT DEPICTED BETWEEN LOT 1 AND LOT 2 FOR THE PURPOSE OF PROVIDING THE TRAVELING PUBLIC WITH ACCESS TO SAID LOTS WITH FULL MAINTENANCE OBLIGATION AND RESPONSIBILITY IN THE OWNERS OF LOT 1 AND LOT 2.

WITNESSES:

BY: SOLD NOW DEVELOPMENT, LLC

PRINT: _____

PRINT: _____

PRINT: _____

TITLE: _____

PRINT: _____

DATE: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HIGHLANDS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE

NOTARIZATION OF _____ AS

I, _____ OF SOLD NOW DEVELOPMENT, LLC, WHO PERSONALLY SWORE OR AFFIRMED THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT AND HEREBY BIND THE COMPANY, AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS

IDENTIFICATION, AND WHO DID / DID NOT TAKE AN OATH THIS _____ DAY OF _____, 2023.

(STAMP)

(SIGNATURE OF NOTARY PUBLIC)

CERTIFICATE OF CLERK

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, JEROME KASZUBOWSKI, CLERK OF THE CIRCUIT COURT OF HIGHLANDS COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH AND IN THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND THE FILING FOR RECORDING OF MAPS AND PLATS, AND THIS DAY FILED THE SAME FOR RECORDING IN BOOK _____ OF PLATS AT PAGE _____ OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA.

WITNESS MY HAND AND OFFICIAL SEAL AT SEERING, HIGHLANDS COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 2023.

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY THAT THIS PLAT ENTITLED NORTH OLEANDER DRIVE TRADESMEN WAREHOUSING, COMPRISED OF 2 SHEETS, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL LAND SURVEYORS STANDARDS OF PRACTICE FOR LAND SURVEYING AS DEFINED IN CHAPTER 5, § 1-17, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES AND COMPLIES WITH THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT THE PERMANENT CONTROL POINTS HAVE BEEN SET OR WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.

DATE: _____

GARY L. GERMAINE, PSN #2945 (SEAL)

GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEERING, FLORIDA 33870
PHONE # 885-385-8339

GERMAINE SURVEYING, INC.
3803 KENILWORTH BOULEVARD
SEERING, FLORIDA 33870
PHONE # 885-385-8858
L.B. #8017

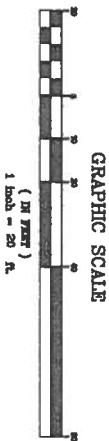
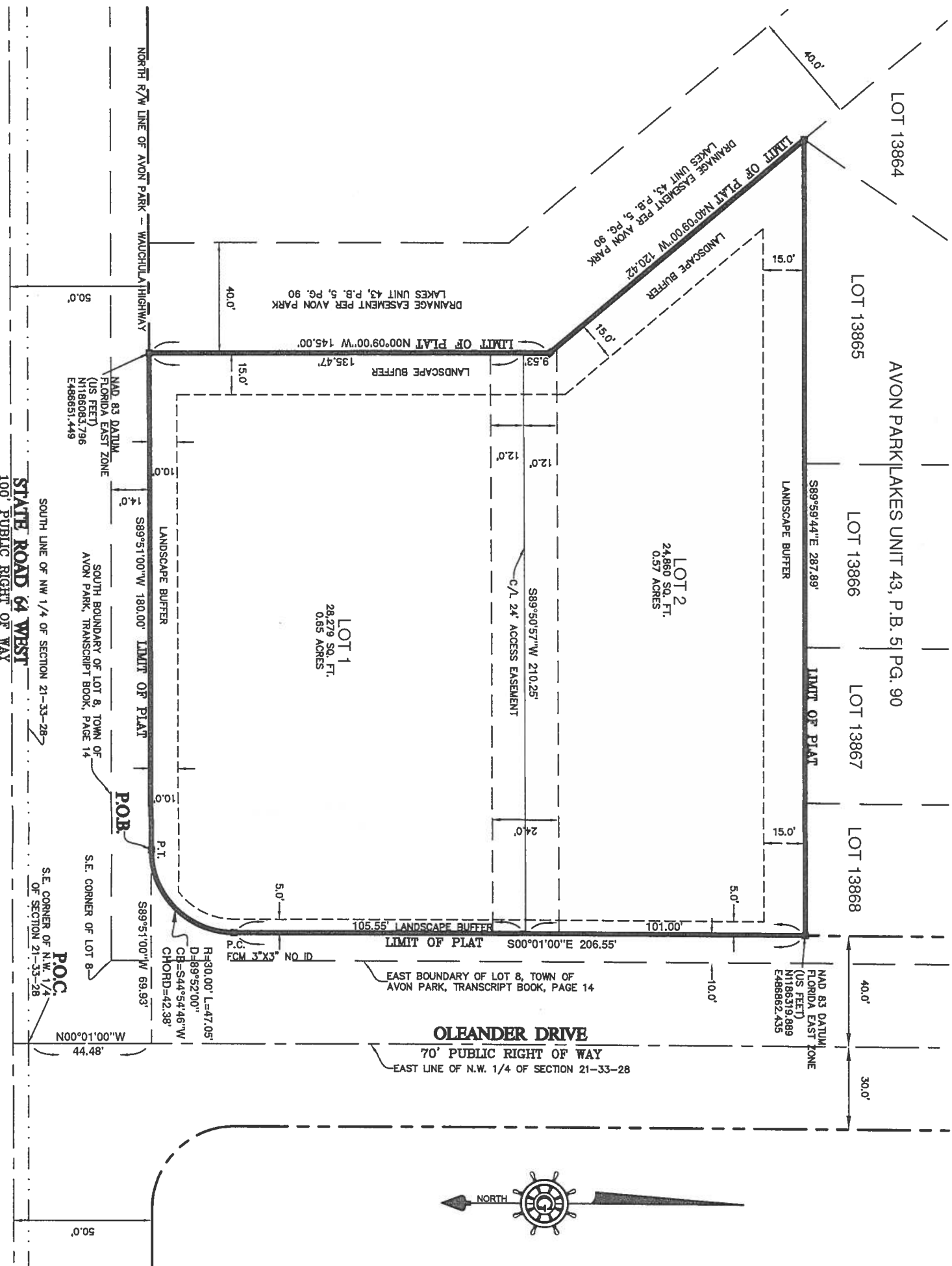
PLAT BOOK _____

PAGE _____
SHEET 1 OF 2

PREPARED BY:
GERMAINE
SURVEYING INC.
PROFESSIONAL LAND SURVEYORS
3803 KEN WORTH BLVD
SEBRING, FLORIDA 33870
BUS. (883) 386-4888
FAX (883) 382-4331
GERMAINE JOB# 458-19-002
L.B. #0017

NORTH OLEANDER DRIVE TRADESMEIN WAREHOUSING

BEING A REPLAT OF A PORTION OF LOT 8, SE 1/4, NW 1/4, SECTION 21
OF THE TOWN OF AVON PARK, RECORDED IN TRANSCRIPT BOOK, PAGE 14,
HIGHLANDS COUNTY, FLORIDA (PLAT BOOK 1, PAGE 58, DESOTO COUNTY)
A PORTION OF SECTION 21, TOWNSHIP 33 SOUTH, RANGE 28 EAST
ALL IN HIGHLANDS COUNTY, FLORIDA.
DATE: AUGUST 1, 2023



GENERAL NOTES:

- 1) SYMBOL ■ INDICATES PERMANENT REFERENCE MONUMENT, 4"x4"x24", 1B# 8017
- 2) SYMBOL ■ INDICATES FOUND 3"x3" FCM NO IDENTIFICATION.
- 3) SYMBOL ● INDICATES PERMANENT CONTROL POINT.
- 4) SYMBOL ● INDICATES BEARING CHANGE
- 5) SYMBOL R- INDICATES RADIUS
- 6) SYMBOL D- INDICATES DELTA
- 7) SYMBOL L- INDICATES LENGTH
- 8) SYMBOL CB- INDICATES CHORD BEARING
- 9) SYMBOL CH- INDICATES CHORD LENGTH
- 10) SYMBOL CH- INDICATES CHORD & DRAINAGE EASEMENT
- 11) SYMBOL U&D EASE- POINT OF COMMENCEMENT
- 12) SYMBOL P.O.B. POINT OF BEGINNING
- 13) SYMBOL P.B. PLAT BOOK
- 14) SYMBOL PG. PAGE
- 15) BEARINGS BASED ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD 64 AS BEING S89°51'00"W.
- 16) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
- 17) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF HIGHLANDS COUNTY.
- 18) STATE PLANE COORDINATES SHOWN ARE FOR GIS PURPOSES ONLY.
- 19) UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE RIGHTS AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.
- 20) NON-DISTURBED BUFFERS AND VEGETATIVE BUFFERS SHALL ALSO BE EASEMENTS FOR DRAINAGE.
- 21) EACH LOT TO BE SERVED BY CENTRAL WATER AND SEWER.
- 22) EASEMENT IN FAVOR OF THE CITY OF AVON PARK RECORDED IN OFFICIAL RECORDS BOOK 639, PAGE 103, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, IS BLANKETS IN NATURE.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Richard Oujevolk, P.E., Project Manager Construction Inspector
James D. Langford, P.E., County Engineer

SUBJECT/TITLE: Request approval of Budget Amendment 23-24-001 to reallocate funds that were adopted in the FY 23-24 budget in Project 22003 (TOSIP FY 22-23) funds to project 23009 (Left Turn Lane US 98 & Birchwood).

STATEMENT OF ISSUE

Attached for your review and approval is the overall improvements being proposed as part of the development of the “THE PARC” development located in the northeast quadrant of the proposed intersection of US 98 and Birch Avenue. Recognizing that the Developer’s (Richard and Collen Paul-Hus) are making a substantial investment in Highlands County (construction of the development and Birch Avenue e.g., a future County thoroughfare). Highlands County Engineering Department is requesting the use of \$35,000 of the TOSIP funds to develop the eastbound US 98 left turn lane to the proposed Birch Avenue being constructed by the Development. The approval of Budget Amendment 23-24-001 will allow the County to provide a safety operation improvement (construct the left turn lane) to safely access the County infrastructure being constructed by the Developer (Richard and Colleen Paul-Hus). The Chair and Board of County Commissioners authorization of Resolution 22-23-XX and allocation of \$35,000 of TOSIP funds to be allocated for project 23009 will provide a safe connection to Birch Avenue and the proposed Development via US 98 is a positive partnership between private and public partnerships to develop future infrastructure for Highlands County.

The Developer having committed to constructing approximately 600 feet of future Birch Avenue (a County Road), Highlands County is showing support for these types of partnerships is providing for a safe connection with US 98 by committing to construct the eastbound left turn lane to safely access Birch Avenue. The “THE PARC” development includes a successful and growing school (the Academy), Villas and Culina (farm to market restaurant). The construction of the eastbound left turn lane from US 98 to Birch Avenue is a safety improvement that will utilize the existing widened roadway. The project is being completed with the cooperation and assistance of the Florida Department of Transportation (FDOT). The authorization to approve Budget Amendment 23-24-001 and transfer of TOSIP funds to project 23009 is of benefit to all involved parties.

The County shall commence the project activities after the execution of this Agreement and shall perform in accordance with the following schedule:

1. Design to be completed on or before November 30, 2023.
2. Construction contract to be let on or before March 30, 2024.
3. Construction to be completed on or before November 1, 2024.

The Board Attorney has reviewed and approved the accompanying resolution. Richard “OJ” Oujevolk, PE is the project manager for this project under the direct supervision of JD Langford, County Engineer. The Developer’s Engineer will be the engineer of record.

RECOMMENDED ACTION

Move to approve of Budget Amendment 23-24-001 to reallocate funds that were adopted in the FY 23-24 budget in Project 22003 (TOSIP FY 22-23) funds to project 23009 (Left Turn Lane US 98 & Birchwood).

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget. This budget amendment is reallocating funds from Project 22003 (TOSIP FY 22-23) to Project 23009 (Left Turn Lane US 98 & Birchwood).

Attachments: [23-24-001 Proj 23009 US 98 Birchwood Left Turn Lane.pdf](#)
[location map_birchhave.pdf](#)
[est_birch_turn_lane.pdf](#)

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT
September 20, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

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

DATE: 9/18/2023

SUBMITTED BY: _____

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

PROJECT(S) #: 22003,23009 PROJECT TITLE(S): Left Turn Lane US 98 & Birchwood COST CENTER TITLE(S): Transportation Projects

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Proj. Capital Infrastructure	22003	84,500.00		35,000.00	49,500.00
E	151	4102A	53101Z	Proj. Capital Infrastructure	23009	0.00	35,000.00		35,000.00

REASON: This Budget Ammendment is necessary to reallocate funds in the amount of \$35,000 and set-up a budget for Project 23009 (Left turn lane US 98 & Birchwood).

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-001

TRANSFER TYPE:

Approval

Denial

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

XX ITEM TO ITEM

RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

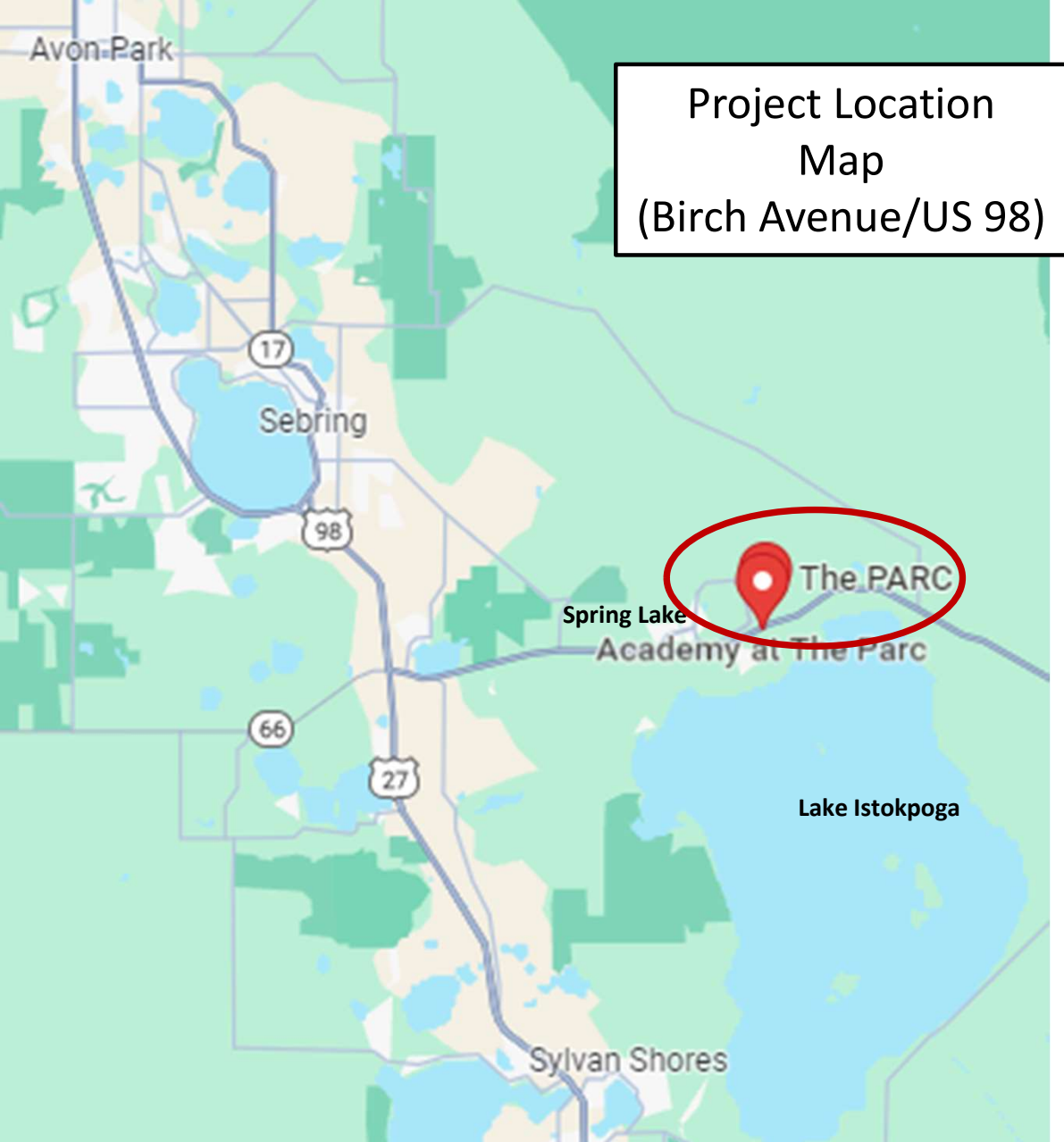
SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____

Form Revised 08/05/2020





Florida Department of Transportation
Item Average Unit Cost
From 2023/01/01 to 2023/06/30
Statewide

Contract Type: CC
Displaying: ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0711 16231	60	\$2,256.42	\$305,947.98	135.590	GM	N	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"
0711 17 1	39	\$1.82	\$357,078.88	196,101.000	SF	N	THERMOPLASTIC, REMOVE EXISTING THERMOPLASTIC PAVEMENT MARKINGS- SURFACE TO REMAIN
0713103101	64	\$41,414.23	\$1,246,816.91	30.106	GM	N	PERMANENT TAPE, WHITE, SOLID, 6" FOR CONCRETE BRIDGES
0713103102	6	\$58,792.42	\$70,374.53	1.197	GM	N	PERMANENT TAPE, WHITE, SOLID, 8" EXIT LANE AT INTERCHANGE ON CONCRETE PAVEMENT
0713103103	3	\$66,850.00	\$11,163.95	.167	GM	N	PERMANENT TAPE, WHITE, SOLID LANE DROP MARKING, 12" FOR CONCRETE BRIDGES
0713103131	45	\$11,511.92	\$581,789.56	50.538	GM	N	PERMANENT TAPE, WHITE, SKIP/DOTTED, 6" FOR CONCRETE SURFACES
0713103133	7	\$20,264.58	\$92,771.23	4.578	GM	N	PERMANENT TAPE, WHITE, SKIP, 12" WIDE 3'-9" DROP LANE ON CONCRETE SURFACES
0713103201	60	\$39,429.67	\$959,363.37	24.331	GM	N	PERMANENT TAPE, YELLOW, SOLID, 6" FOR CONCRETE BRIDGES
0713103231	6	\$14,852.30	\$5,940.92	.400	GM	N	PERMANENT TAPE, YELLOW, 10-30 SKIP/ 3-9 DOTTED, 6" FOR CONCRETE SURFACES
0713103331	41	\$10,922.91	\$523,829.90	47.957	GM	N	PERMANENT TAPE, BLACK, SKIP/DOTTED, 6" FOR CONCRETE SURFACES
0713103333	7	\$19,572.83	\$89,858.87	4.591	GM	N	PERMANENT TAPE, BLACK, 3'-9" DROP LANE, 12" ON CONCRETE SURFACES
0713107	9	\$2.15	\$61,477.78	28,647.000	SF	N	PREFORMED/PERMANENT TAPE, REMOVE
0715 1 11	2	\$1.31	\$9,155.80	6,998.000	LF	N	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR <
0715 1 12	72	\$2.59	\$2,076,109.94	801,215.000	LF	N	LIGHTING CONDUCTORS, F&I, INSULATED, NO.8 - 6
0715 1 13	23	\$3.28	\$859,749.27	262,203.000	LF	N	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2

07/24/2023

Page: 82

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0102 1	216	\$1,306.98	\$107,121,328.91	81,961.000	DA	N	MAINTENANCE OF TRAFFIC
0102 2124	1	\$544,950.00	\$544,950.00	1.000	LS	Y	SPECIAL DETOUR- TEMPORARY BRIDGE, PROJECT 439937-1-52-01
0102 2125	1	\$531,000.00	\$531,000.00	1.000	LS	Y	SPECIAL DETOUR- TEMPORARY BRIDGE, PROJECT 439938-1-52-01
0102 2200	47	\$32.52	\$13,576,673.43	417,538.000	SY	N	SPECIAL DETOUR- TEMPORARY PAVEMENT
0102 2300	34	\$55.69	\$11,414,175.54	204,965.000	CY	N	SPECIAL DETOUR- TEMPORARY EARTHWORK/BASE
0102 3	41	\$92.03	\$1,078,393.82	11,718.200	CY	N	COMMERCIAL MATERIAL FOR TEMPORARY DRIVEWAY MAINTENANCE
0102 4 1	61	\$77.01	\$2,836,011.87	36,828.000	SY	N	PEDESTRIAN OR BICYCLE SPECIAL DETOUR
0102 14	157	\$85.71	\$11,235,240.49	131,077.000	HR	N	TRAFFIC CONTROL OFFICER
0102 25 8	1	\$44.21	\$161,808.60	3,660.000	ED	Y	SMART WORK ZONE TEMPORARY EQUIPMENT, VEHICLE DETECTOR, PROJECT 445631-1-52-01
0102 25 9	1	\$44.21	\$94,388.35	2,135.000	ED	Y	SMART WORK ZONE TEMPORARY EQUIPMENT, CAMERA, PROJECT 445631-1-52-01
0102 25 10	1	\$54.31	\$33,129.10	610.000	ED	Y	SMART WORK ZONE TEMPORARY EQUIPMENT, BLUETOOTH READER/CVRSU, PROJECT 445631-1-52-01
0102 25 11	1	\$107.37	\$163,739.25	1,525.000	ED	Y	SMART WORK ZONE TEMPORARY EQUIPMENT, WRONG WAY VEHICLE DETECTION SYSTEM, PROJECT 445631-1-52-01
0102 25 12	1	\$37.89	\$231,129.00	6,100.000	ED	Y	SMART WORK ZONE TEMPORARY EQUIPMENT, HIGHLIGHTED SIGNS, PROJECT 445631-1-52-01
0102 25100	1	\$50.00	\$6,000.00	120.000	HR	Y	PEDESTRIAN ESCORT OPERATION
0102 30	6	\$2,263.26	\$1,357,957.00	600.000	EA	N	TEMPORARY HIGHWAY LIGHTING
0102 60	210	\$2.29	\$1,516,718.01	5,285,257.000	ED	N	WORK ZONE SIGN

07/24/2023

Page: 1



Florida Department of Transportation
Item Average Unit Cost
From 2023/01/01 to 2023/06/30
Statewide

Contract Type: CC
Displaying: ITEMS WITH HITS
From: 0102 1 To: 9999999

Item	No. of Conts	Weighted Average	Total Amount	Total Quantity	Unit Meas	Obs?	Description
0711 11141	138	\$2,741.88	\$214,324.73	78.167	GM	N	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"
0711 11144	2	\$4,087.06	\$347.40	.085	GM	N	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT
0711 11160	127	\$208.38	\$409,893.12	1,967.000	EA	N	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL
0711 11170	149	\$90.50	\$1,220,382.00	13,485.000	EA	N	THERMOPLASTIC, STANDARD, WHITE, ARROW
0711 11180	24	\$10.00	\$21,687.78	2,169.000	LF	N	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE
0711 11224	134	\$5.39	\$353,008.04	65,484.000	LF	N	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON
0711 11241	120	\$3,007.99	\$129,283.27	42.980	GM	N	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"
0711 11421	8	\$13.84	\$25,402.10	1,835.000	LF	N	THERMOPLASTIC, STANDARD, BLUE, SOLID, 6"
0711 14123	10	\$12.03	\$129,484.74	10,763.000	LF	N	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 12" FOR CROSSWALK
0711 14125	121	\$17.02	\$3,023,254.17	177,589.000	LF	N	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK
0711 14141	5	\$8,097.10	\$6,599.14	.815	GM	N	THERMOPLASTIC, PREFORMED, WHITE, 2-4 DOTTED GUIDELINE ON CONCRETE SURFACES
0711 14160	91	\$323.47	\$761,781.94	2,355.000	EA	N	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE
0711 14170	79	\$170.42	\$382,423.86	2,244.000	EA	N	THERMOPLASTIC, PREFORMED, WHITE, ARROW
0711 14191	12	\$5.65	\$20,629.92	3,651.000	LF	N	THERMOPLASTIC, PREFORMED, 6" WHITE, RAILROAD DYNAMIC ENVELOPE
0711 14193	12	\$14.49	\$165,362.40	11,414.000	LF	N	THERMOPLASTIC, PREFORMED, 12" WHITE ON ASPHALT PAVEMENT,

07/24/2023

Page: 79

Estimate:

101-1	Mobilization	\$3,500/LS	x 1	= \$3500
102-1	Maintenance of Traffic	\$2,200/per day	x 5 days	= \$11,000
711-17-1	Remove Existing Pvmt Mkgs/Hydro	\$2.00/sf	x 900sf	= \$1800
711-15-101	White 6" Thermo line	\$7,000/gr mi	x 0.25mi	= \$1750
711-15-201	Yellow 6" Thermo line (double)	\$7,200/gr mi	x 0.50mi	= \$3600
711-11-224	Yellow 18" Chevron Thermo	\$7.00/lf	x 300 lf	= \$2100
711-14-170	Preformed Arrow White Thermo	\$220/each	x 6 ea	= \$1320
706-1-3	Raised Pavement Marker, Type B	\$7.50/each	x 100	= \$ 750
Total				= \$25,820

Misc Expense @ 10% = \$2582

Contingencies @ 10% = \$2582

Premium Work (High Speed State Highway) @ 15% = \$3873

Grand Total = \$34,857 ~ \$35,000

Note Prices shown from historical adjusted by anticipated inflation at bid time.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

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

SUBJECT/TITLE: Request approval of Amendment 2 between Highlands County and Airstream Ventures, LLC.

STATEMENT OF ISSUE

The Board of County Commissioners on July 5, 2022 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for the Fall Prep Girls Lacrosse Showcase.

The Board of County Commissioners on October 4, 2022 at the regularly scheduled meeting approved the request of a change of date for the Fall Prep Lacrosse Showcase event, which was postponed due to Hurricane Ian.

On December 6, 2022 in the regularly scheduled meeting, the Board of County Commissioners were updated on a rescheduling of the event for December of 2022, but the event ultimately was cancelled.

The event organizer has requested a rescheduling of the event for 2023 to October 7-8, 2023, and a removal the gender specification within the title of the event to allow for both boys and girls to participate, increasing the number of participants. With the rescheduled date, more teams are able to register for the event and more lacrosse industry professionals from around the nation are able to attend the event, bringing more recognition to the Highlands County Sports Complex as a Lacrosse event venue for sports tourism.

RECOMMENDED ACTION

Move to approve Amendment 2 between Highlands County and Airstream Ventures, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Amendment2.Fall Prep Lacrosse Showcase w. Exhibit A-1.pdf](#)

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

THIS AMENDMENT 2 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and Airstream Ventures, LLC., 3832-010 Baymeadows Rd., Jacksonville, Florida 32217, hereinafter referred to as the "CONSULTANT".

WHEREAS, on July 5, 2022, the COUNTY entered into the Agreement with the CONSULTANT related to the New Event/Project Grant, which was amended on October 4, 2022, to revise the event name and further amended through Amendment 1, on December 6, 2022 (hereinafter collectively referred to as "Agreement"); and

WHEREAS, the agreement is for the Fall Prep Boys Lacrosse ("Event")

WHEREAS, the CONSULTANT has requested certain additional revisions to its upcoming Event; and

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

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

1. Exhibit "A" is hereby deleted in its entirety and replaced with **Exhibit "A-1"** attached hereto and made a binding part hereof.
2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 3 and the Agreement, this Amendment 2 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

AIRSTREAM VENTURES, LLC.

By: Alan Verlander
Alan Verlander (Sep 22, 2023 16:25 EDT)

Print: Alan Verlander

Title: CEO

ATTEST:

By: Kanady Grayson

Exhibit “A-1”

APPLICATION GENERAL INSTRUCTIONS

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

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

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

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

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

2023: \$20,000 (grant) + \$20,000 (1000 verified room nights)= \$40,000
Amount Requested from TDC: 2024: \$10,000 (grant)+ \$20,000 (1000 verified room nights)= \$30,000
2025: \$10,000 (grant)+ \$20,000 (1000 verified room nights)= \$30,000

I. General Information

1. Name of Applicant: Airstream Ventures, LLC
2. Name of Event: ~~Fall Prep Lacrosse~~ Showcase Fall Prep Lacrosse Showcase
3. Contact person: Alan Verlander
4. Contact person e-mail: alan@airstreamventures.com
5. Complete address of Applicant: 3832 Baymeadows Road #101, Jacksonville, FL 32217
Cell phone: (904)412-6070
6. Applicant's Chief Official/Event Coordinator: Tom West
Title:
Address if different from above:
Cell phone:
Email:
7. Has Event ever received funding from the TDC? No
>If yes - list years and amounts:
8. Amount Applicant is requesting for the Event/Project: 2022: \$40,000 - 2023: \$30,000 - 2024: \$ 30,000
9. Intended use of funds: Venue Rental, marketing, officials, equipment rentals, promotional items

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

II. Details about Applicant: (describe your business or organization)

Airstream Ventures partners with events, companies and non-profits to create events that connect communities on a deeper level.

II. Schedule of Event:

TBD

IV. Event Specific Information

1. Event name: ~~Fall Prep Girls Lacrosse Showcase~~ ^{Boys} Fall Prep Lacrosse Showcase
2. Type of event: Sports/Tournament
3. Dates of Event: ~~October 15-16, 2022~~ ~~December 17th-18th, 2022~~ October 7-8, 2023
4. Location of Event: Highlands County Multi-Sport Complex
5. Number of days: 2 Hours: 20+
6. Projected number of out of town participants: Out of state: 500
In-state: 100
7. Projected number of attendees per day: 1000-1300
8. Projected number of media, staff, officials:
Out of state: 6
In-state: 15
9. Event/Project promoter (if other than Applicant):
Name of promoter: Tom West
Company name:
Contact name: Tom West
Address:
Phone: (386)931-8503
Email:
Website:

V. Event Admission Price (if applicable) \$10

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

2022 : 1000	2023 : 1000	2024 : 1000
2023	2024	2025

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

We expect 95% to be from outside the county based on data team demographics. We will survey every participant that enters in order to accurately report where people are traveling from, where they are staying, and how long they are staying. We will provide TDC with names and emails of every participant.

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

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

EVENT BUDGET SUMMARY

EVENT INCOME

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

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	Income Amount (or In-Kind Amount)
Please see attached budget	
Visit Sebring fDC Funding Request	\$40,000
TOTAL INCOME ALL SOURCES	\$50,500

EVENT EXPENSES

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

Expense Type (Event Speakers, Signage, Insurance, etc.)	Expense Amount
Please see attached budget	
TOTAL EVENT EXPENSES	\$48,5000
Intended Use of Tourist Development Tax Funds (provide details)	Amount
Signage	\$1,500
Venue Rentals	\$10,000
Officials/rainers	\$17,250
Marketing (paid social)	\$3,250
Equipment Rentals	\$5,000
Promotional Items	\$3,000
TOTAL TDC EXPENSES	\$40,000

Grant Application Checklist

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

Initials

☒

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

Date of Event: ~~October 15-16, 2022~~ December 17-18, 2022 October 7-8, 2023

Date of Application: September 13, 2022

☒

I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on ~~December 17, 2022~~ (date 60 days after event ends).

February 18, 2023

December 7, 2023

☒

I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by September 20, 2022 (date one week after the application is submitted to and accepted by the Tourism Office)

☒

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

☒

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

☒

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

☒

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

☒

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

☒

Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

☒

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

☒

The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

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

Applicant has included a detailed Business Plan for the Event that outlines how the event can draw out-of-county visitors each year.

145 Applicant has included a sample Attendee Survey for the Event.

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

 Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court - [Internal Auditor or other representative as Highlands County may designate.

Authorized Agent: 

Title: CED Date: 9/15/22

Authorized Agent Signature: Alan Verlander

CRITERIA FOR EVALUATION OF APPLICATIONS

New Event Grant Program

Applications will be scored by TDC staff with a maximum score of one hundred (100) points per applicant. These staff scores *will* accompany the grants when presented to the TDC for voting. To be eligible for maximum funding based on scores, the Event must score at least an 85. Scores of 50 or less will not be eligible for funding. Scores from 55-80 will be eligible for 75% of requested funds.

I. Commitment to the Expansion of Tourism in Highlands County - Maximum 25 points

Purpose: Grant will be evaluated based on evidence of the overall tourism impact of out-of-county tourists. Expectation of the required number of estimated overnight room nights & event attendees should be shown & supported by the event marketing plan & any previous event attendee history.

1. High Impact (25 points): Multi-day event that expects to attract 700+ estimated overnight room nights and/or 5,000+ attendees with verification that at least 20% of attendees reside outside Highlands County
2. Medium Impact (15 points): Multi-day event that expects to attract 250+ estimated overnight room nights and/or 2,500+ attendees with verification that at least 10% of attendees reside outside Highlands County.
3. Low impact (5 points): Multi-day event that expects to draw less than 250 estimated overnight room nights and at least 500 attendees with no verified information of how many attendees reside outside Highlands County.

II. Soundness of Proposed Event-Maximum 25 points

Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out-of-county advertising plan. Please use the SMART Objective Worksheet (on page 9) to complete this section.

1. Objectives are clearly defined on SMART Objective Worksheet (5 points)
2. Objectives are not defined well or not defined on SMART Objective Worksheet (0 points)

Additional Funding Sources/Budget

1. Specific additional funding sources defined on application & confirmed for funding (10 points)
2. Additional funding sources identified but not confirmed for funding (5 points)
3. Not defined or confirmed on the application (0 points)

Out of County Advertising/Marketing Plan

A well-defined marketing plan will include details on market research, target market, positioning/brand perception, competitive analysis, market strategy/tactics, budget and metrics/measurables.

1. Specifically defined on the application (10 points)
2. Identified but not specifically defined on the application (5 points)
3. Not defined on the application (0 points)

III. Stability and Management Capacity - Maximum 25 points

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacity of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

Digital Presence - Considerations - How well is the applying event represented on online, digital platforms designed to attract tourists? For example, does the applying event describe the destination in an enticing way to attract visitors? Does the applying event provide a host hotel or hotel recommendations? Does the applying event suggest other activities to do in the area?

- a. Event has a mobile-friendly website that is current on website design trends and actively posting quality content (at least once a week) on at least one social media channel as the event itself (not host organization) (10 points)
- b. Has event-specific website with event specific URL and an Event Page on facebook (5 points)
- c. No event-specific website or social media presence (0 points)

Event History Documentation - Consideration - For past events hosted by Applicant and funded by the TDC, were all TDC grant documentation requirements submitted and adhered to as published in policy?

1. All documentation was properly submitted and grant funds were appropriately used as outlined in the grant request (10 points)
2. Documentation was submitted but incomplete and/or grant funds not fully used as outlined on the grant request. (5 points)
3. Documentation was not submitted as required and/or grant funds not used as agreed. (0 points)

Visitor Survey- Considerations - Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

1. Yes, a sample survey was included in the application with an agreement to share zip code information with the TDC post-event. Survey should capture attendee information that is helpful to capture visitor data, such as home zip code, feedback on event, length of stay in destination, quality of experience, location of stay at hotel or other accommodations, etc. (5 points)
2. No survey planned (0 points)

IV. Quality of Proposed Event - Maximum of 25 points

Purpose: The grant request is evaluated based on the event's attraction of visitors to Highlands County with a high-quality guest experience (prior to arrival through departure) thereby providing a significant economic benefit to Highlands County.

1. High Impact- Recurring event with increasing levels of participation and significant economic impact. Event uses a systemic approach to data collection and analysis, such as attendee survey, hotel room night verifications, data capturing website and digital communication with evaluations, etc. (25 points)

2. Medium Impact- Recurring event with steady level of participation and economic impact. Has digital presence but not capturing or evaluating data in an effort to attract more visitors. (15 points)

3. Low impact - First year event with level of impact unknown, does have positive anticipated level of participation and economic impact to the county OR a recurring event with a declining level of participation, low economic impact to the county, and no or very little digital presence. (5 points)

Bonus Points

Up to 10 additional points may be earned for submission of a quality Special Event Emergency Response Plan. Submissions should include traffic and parking plans, inclement weather plan; security plans; evacuation plans; hazard identification and mitigation tactics; identified leadership roles, responsibilities and reporting relationships; emergency response procedures; etc.

For all questions related to the New Event Grant Program and the application, please contact Lori Krinsky at the Highlands County Tourist Development Council (TDC) at LKrinsky@HighlandsFL.gov or call (863) 402-6909.

SMART Objective Worksheet

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

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

Final Goal:

Increase tourism and create a lasting event in Sebring.

Fall Prep Lacrosse Showcase Budget

~~October 15-16, 2022~~

December 17-18, 2022

October 7-8, 2023

Sebring, FL

Revenue	
Ticket Revenue	\$ 10,000.00
Concessions/Food Truck	\$ 500.00
TDC Grant	\$ 20,000.00
Room Rebate	\$ 20,000.00
TOTAL REVENUE	\$ 50,500.00
Expenses	
Venue Rental	\$ 10,000.00
Officials	\$ 11,500.00
Marketing	\$ 3,250.00
Equipment Rentals	\$ 5,000.00
Promotional Items	\$ 3,000.00
Apparel	\$ 1,500.00
Insurance	\$ 2,500.00
Trainers	\$ 5,750.00
Travel	\$ 2,000.00
Staffing	\$ 3,000.00
Signage	\$ 1,000.00
TOTAL EXPENSES	\$ 48,500.00
NET	\$ 2,000.00

Boys Fall Prep Cit's Lacrosse Showcase

Business Plan:

For the Fall Prep Lacrosse Showcase our team will utilize our extensive experience in executing tournaments of similar scope, as well as our network in the High School Athletics world to help spread the word about the event. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy has been developed.

Acquiring Teams:

Tournament Director Tom West has been engrained in the Lacrosse community for years.

Coach West is one of the most accomplished coaches in Florida high school boys lacrosse history. In the Fall of 2021, he was named Director of Lacrosse and Varsity Boys' Head Lacrosse Coach at The Bolles School. Prior to this role, he led Ponte Vedra High School for 13 seasons with a record of 221-33. Under his watch, the Sharks won eight consecutive district titles, five regional championships and made two state finals. In 2019, Ponte Vedra went 24-1 to win the state championship and earn national recognition as a top team in the country. West was named the 2019 boys lacrosse coach of the year by the Florida Dairy Farmers Association, and LAXRecords.com named him national coach of the year.

West has spent 24 years as a college and high school lacrosse coach, winning almost 400 games with stops in Pennsylvania and Vermont. He has a long history of building programs. He started both the Ponte Vedra and Matanzas high school teams and on the club side he founded Team Florida Lacrosse and was a co-founder of the Florida Possums and Ponte Vedra Sand Gnats. After playing Division III lacrosse at Castleton University in Vermont, West served as an assistant coach at Norwich University and the head coach at St. Michaels College. Through his vast experience with club programs, West has connected hundreds of players in the Southeast with colleges and universities since 2005.

"Being involved with Florida lacrosse from its early roots and seeing the way it's grown has been a life changing experience and I am incredibly proud to see a sport I love grow the way it has," said West. "I'm looking forward to the opportunity with Florida Crabs to get some of these players in front of coaches who are from around the country so they can see what a powerhouse Florida has become. All these Florida lacrosse players are going to have a chance to play on a team together, travel to areas where lacrosse is a more developed level of play and find an opportunity to play college lacrosse somewhere - that's what this team is all about."

West will help Lead Crabs' efforts to grow lacrosse in the Sunshine State, joining a club founded in 2018 to bring together the best players statewide. From his three decades building the original Crabs franchise in Baltimore into a national power, founder and CEO Ryan McClellan believes that experienced coaches like West are the route to increased national prominence for areas beyond the traditional hotbeds. The Florida Crabs will sponsor boys teams in the high school classes of 2021 through 2025 this summer and fall, giving Florida's best players the chance to learn from their peers and compete against the nation's best players.

Through Tom's extensive connections, we will be able to acquire teams from all over the southeast to come to this tournament. The goal is for this tournament to become a staple in the lacrosse community.

How Lacrosse will INCREASE out-of-county Visitors to Highlands

The High School Girls Lacrosse Showcase is an exciting event to your destination, marketing your area to the lacrosse community and your locals. The participants that will be participating in the tournament are all under the age of 18. This will result in each participant bringing 1+ additional guest to your area. The goal is to market Sebring/Highlands County as a family/group destination.

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

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

Marketing Plan:

- A first-class Lacrosse tournament experience that dTives people to your destination
 - Average 600-800 players with more than 1,200 visitors, producing 1000 room nights
- Marketing of your destination to high school lacrosse teams across the country
 - Dedicated webpage for the event
 - Logo inclusion & links to your website and videos
 - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
 - Tournament Marketing (to broad audience, driving awareness, nmturing those that have high engagement to participate)
 - Sales Marketing (to prospective customers for sponsorship)
 - Destination Marketing (Drive awareness of Sebring and Highlands County as a destination)

Post-Event Recap and FoUow-Up

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

Post-Event Attendee Survey

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

2. How many nights were you here?

3. What did you do duiing your stay?

4. Did you attend any restaurants while visiting?

5. Is there anything you did not like about Highlands County?

6. Would you visit Highlands County again?

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Airstream Ventures, LLC

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

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

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3832-010 Baymeadows Road, #101

6 City, state, and ZIP code

Jacksonville, FL 32217

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

8 3 - 1 2 2 8 9 8 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Alan Verlander

Date ► **09/29/2021**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

CERTIFICATION OF APPLICANT

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

Applicant Name: Alan Verlander

Date: 9/15/22

By: [Signature]
(Signature)

Its:

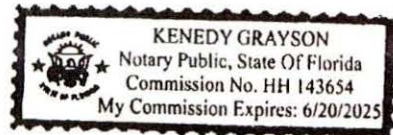
(Title)
State: Florida County: Duval

Before me this day personally appeared Alan Verlander (name) as
CEO (title) of Airstream Ventures (applicant) to
me well known or produced identification Drivers License (type of ID) and who executed
the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and
purposes herein expressed.

Witness my hand and seal (date) 9/19/21

My Commission expires (date) 6/20/25

Signature of Notary K. Grayson



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Vikki Brown, Library System Manager

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-152 to realign funding within Project 20079.

STATEMENT OF ISSUE

This Budget Amendment is requesting to realign funds in Project 20079 to better match current purchasing procedures.

RECOMMENDED ACTION

Move to adopt Budget Amendment 22-23-152 to realign funding within Project 20079.

FISCAL IMPACT

The fiscal impact is a realignment of budgeted funds in the amount of \$10,964.06. Funds are being moved from Project Equipment (56400Z) to Project Printing & Binding (54700Z), Project Operating Supplies (55200Z) and Project Library Books (56600Z) in the amounts of \$1,360, \$177.98 and \$9,426.08, respectively, within cost center 6212 with a net effect of \$0.00.

Attachments: [22-23-152 Proj 20079 HC Libraries Outreach Realignment.pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 8/17/2023

SUBMITTED BY: Carol Damhof

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 6212

PROJECT(S) #: 20079 PROJECT TITLE(S): HC Libraries Outreach COST CENTER TITLE(S): Libraries - Countywide

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	6212	56400Z	Project Equipment	20079	150,000.00		10,964.06	139,035.94
E	005	6212	54700Z	Project Printing & Binding	20079	0.00	1,360.00		1,360.00
E	005	6212	55200Z	Project Operating Supplies	22079	0.00	177.98		177.98
E	005	6212	56600Z	Project Library Books	20079	0.00	9,426.08		9,426.08
									0.00
									0.00
									0.00

REASON: To realign funding within Project 20079.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-152

TRANSFER TYPE:

Approval

ACTION:

☒ ITEM TO ITEM
☐ RESERVE
☐ BY RESOLUTION
☐ SUPPLEMENTAL BUDGET

Denial

Board ☐ Approved ☐ Denied
 County Administrator ☐ Approved ☐ Denied

SIGNATURE: _____

Signature: _____

Date: / /

DATE: / /

Distribution: ☐ Accounting ☐ Purchasing ☐ Department

Form Revised 10/11/2010

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2023/2024 Budget and Resolution 23-02

STATEMENT OF ISSUE

The Board of County Commissioners of Highlands County, Florida created a redevelopment trust fund for the Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) per Section 163.387, Florida Statutes.

The CRA is providing Resolution 23-02 for the FY 2023/2024 budget which was passed and adopted on September 21, 2023, by a majority of the members of the Sebring Regional Airport and Industrial Park Community Redevelopment Agency for informational purposes only.

RECOMMENDED ACTION

Move to accept into the record the CRA Resolution 23-02 approving the FY 2023/2024 Budget.

FISCAL IMPACT

There is no fiscal impact to Highlands County Board of County Commissioners.

Attachments: [Resolution CRA 23-02 Approving CRA 2023-2024 Budget.pdf](#)

CRA RESOLUTION 23-02

**A RESOLUTION OF THE SEBRING REGIONAL
AIRPORT AND INDUSTRIAL PARK COMMUNITY
REDEVELOPMENT AGENCY TO APPROVE THE 2023-
2024 CRA BUDGET.**

WHEREAS, The Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) is required to have an operating budget; and

WHEREAS, said budget is to be used as a tool to project revenues, expenses and reserves; and

WHEREAS, said budget is to be used as a control of costs and expenditures; and

WHEREAS, said budget can be amended from time to time by action of the CRA Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED BY A MAJORITY OF THE MEMBERS OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY AS FOLLOWS:

SECTION 1. The CRA hereby approves the 2023-2024 Budget as presented.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 21st day of September 2023.

(SEAL)



**SEBRING REGIONAL AIRPORT AND
INDUSTRIAL PARK COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

☐ Mike Willingham, Executive Director

**SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
CRA
2023-2024 BUDGET**

REVENUES

389-000-CRA	BALANCE BROUGHT FORWARD	\$	590,646.00
361-190-CRA	INTEREST INCOME - CRA		15,000.00
386-700-CRA	CRA INCREMENTAL TAX REVENUE		441,000.00
TOTAL REVENUES		\$	1,046,646.00

EXPENDITURES

512-031-CRA	CRA PROFESSIONAL SERVICES	\$	8,500.00
512-033-CRA	CRA LEGAL SERVICES		4,000.00
512-042-CRA	CRA POSTAGE		30.00
512-045-CRA	CRA INSURANCE		2,100.00
512-050-CRA	CRA LICENSES AND PERMITS		350.00
512-054-CRA	CRA BOOKS, PUBLICATIONS & DUES		600.00
512-055-CRA	CRA ADVERTISING		300.00
512-091-CRA	CRA AGREEMENTS (NON-SAA)		29,305.00
512-092-CRA	CRA AGREEMENTS (SAA)		-
512-999-CRA	TRANSFER OUT REIMBURSABLE EXPENSES		3,000.00
542-302-CRA	WEBSTER TURN RESURFACING		123,186.00
542-306-CRA	BUILDING 735 ROOF		395,000.00
542-310-CRA	BUILDING 727 ROOF		330,275.00
542-325-CRA	PERIMETER CANAL MAINTENANCE		150,000.00
TOTAL EXPENDITURES		\$	1,046,646.00
	NET INCOME FROM OPERATION		-

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 10/03/2023

PRESENTER: Tanya Cannady, Business Services Director

**SUBJECT/TITLE: Approval of the Highlands County Health Department's Fiscal Year (FY)
2023-2024 Core Contract**

STATEMENT OF ISSUE

The Core Contract is mandated by Florida Statute, Chapter 154. Annual approval of the Core Contract between the Highlands Board of County Commissioners and the State of Florida for FY 2023-2024 is requested.

RECOMMENDED ACTION

Move to approve the Highlands County Health Department (CHD) Core Contract for FY 2023-2024 between Highlands County Board of County Commissioners and the State of Florida.

FISCAL IMPACT

The fiscal impact is the funding amount of \$256,535 in Fund 005 (General) which is included in the Adopted Budget for FY 2023-2024.

Attachments: [HC Health Dept Core Contract 2023-2024 10.3.23 updated.pdf](#)

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

INTEROFFICE MEMORANDUM

DATE: September 26, 2023

TO: Ty Gentle, Director
Office of Budget and Revenue Management

FROM: Jennifer Roth
Administrator/Director
Highlands County Health Department

SUBJECT: Core Contract Certification for 2023-2024

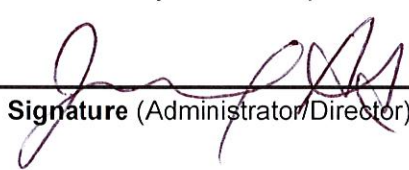
INFORMATION ONLY

- ☐ I certify that no changes have been made to the Core Contract document or attachments by the Highlands County Health Department.
- ☒ I certify that the following changes have been made to the Core Contract document or attachments by the Highlands County Health Department (**requires Deputy General Counsel review and signature below**):

Page	Paragraph	Document Changes
1	Title	Highlands County Board of County Commissioners to Highlands County
1	1	Highlands County Board of County Commissioners to Highlands County
7	9.b	David M. Nitz OMB Manager to Laurie Hurner County Administrator

Page	Section	Attachment Changes
		(State exact changes to language or format.)

- ☒ I certify that Attachment IV is complete and lists all facilities currently utilized by the Highlands County Health Department.


Signature (Administrator/Director)

9/26/2023
Date

Signature (Deputy General Counsel)

Date

COUNTY HEALTH DEPARTMENT
2023 - 2024 CORE CONTRACT REVIEW CHECK LIST

COUNTY:

	Check when Complete	Instructions
1.	✓	Three original contracts submitted.
2.	✓	Changes to contract approved by Deputy General Counsel. Yes: Proceed with review. No: Return to CHD.
3.	✓	<u>Contract Document, Page 1</u> County name entered in various required fields.
4.	✓	<u>Contract Document, Page 2</u> In section 4.a.i., amount equals or less than the Schedule C total for General Revenue, Other State Funds and Federal Funds.
5.	✓	<u>Contract Document, Page 2</u> In section 4.a.ii., amount equals the Board of County Commissioners Annual Appropriated Amount (Attachment II, Part II, Section 9).
6.	✓	<u>Contract Document, Page 3</u> In section 4.e., county name and address is entered.
7.	✓	<u>Contract Document, Page 4</u> In section 6.d., county name is entered.
8.	✓	<u>Contract Document, Page 7</u> In section 9.b., State and County contract manager information is entered in the respective fields.
9.	✓	<u>Contract Document, Page 8</u> Number of contract document pages is entered and correct.
10.	✓	<u>Contract Document, Page 8</u> County name for the BOCC is entered.
11.	✓	<u>Contract Document, Page 8</u> Required signatures from Board of County Commissioners, the Witness ("Attested To"), and the CHD Director/Administrator in the respective fields. Exception: If the board of County Commissioners requires DOH to sign first.
12.	✓	<u>Attachment II, Part I:</u> Section 1. - CHD Trust Fund Ending Balance 9/30/23 Total is within 10% of the FIRS Spending Plan projected cash balance for September of the corresponding year.
13.	✓	<u>Attachment II, Part I:</u> Section 2. - Draw down for Contract Year amount recorded in the Estimated <u>State</u> share column equals the amount indicated on the Attachment II, Part II, Draw down from Public Health Unit line.
14.	✓	<u>Attachment II, Part I:</u> Section 2. - Draw down for Contract Year amount recorded in the Estimated <u>County</u> share column equals the amount indicated on the Attachment II, Part II, Draw down from Public Health Unit line.
15.	✓	<u>Attachment II, Part I:</u> Balances and totals were calculated correctly.
16.	24.13%	<u>Attachment II, Part I:</u> Section 4. - Cash-to budget percentage is within the CHD's minimum and maximum reserve requirement. Divide the 9/30/24 total cash balance by the total planned expenditures. _____ %
17.	✓	<u>Attachment II, Part II:</u> County in-kind contributions are included.
18.	✓	<u>Attachment IV:</u> Verify that the facility information looks correct.
19.	✓	<u>Attachment V:</u> Verify that the special project information is entered correctly.
20.	✓	Complete the CHD Core Contract Review form using Attachments II, Part II & Part III and the Schedule C.

**CONTRACT BETWEEN
HIGHLANDS COUNTY
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
HIGHLANDS COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2023-2024**

This contract is made and entered into between the State of Florida, Department of Health ("State"), and Highlands County ("County"), through their undersigned authorities, effective October 1, 2023. State and County are jointly referred to as the "parties".

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Highlands County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2023, through September 30, 2024, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Examples of environmental health

services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 3,519,179 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash, or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 271,535 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Highlands County Health Department
7205 S. George Blvd.
Sebring, FL 33875

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel laws, rules, and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as

required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and
- iii.* Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Highlands County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and
- ii.* A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2024, for the reporting period of October 1, 2023, through December 31, 2023; and
- ii.* June 1, 2024, for the reporting period of October 1, 2023, through March 31, 2024; and
- iii.* September 1, 2024, for the reporting period of October 1, 2023 through June 30, 2024; and
- iv.* December 1, 2024, for the reporting period of October 1, 2023 through September 30, 2024.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract 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 contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the CHD fiscal year beginning July 1, 2024, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

Angela M. Robles
Name
Administrative Services Director I
Title
7205 S. George Blvd.

Sebring FL 33875
Address

Angela.Robles2@flhealth.gov
Email Address
(863) 382-7228
Telephone

For the County:

Laurie Hurner
Name
County Administrator
Title
600 South Commerce Ave

Sebring FL 33870
Address

LHurner@Highlandsfl.gov
Email Address
(863) 402-6517
Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this 8 page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (6 pages), Attachment III (1 pages), Attachment IV (1 pages), and Attachment V (1 pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2023.

BOARD OF COUNTY COMMISSIONERS
FOR Highlands COUNTY

STATE OF FLORIDA
DEPARTMENT OF HEALTH

SIGNED BY: _____

NAME: Chris Campbell

TITLE: Chairman

DATE: _____

SIGNED BY: _____

NAME: Joseph A. Ladapo, M.D., Ph.D.

TITLE: State Surgeon General

DATE: _____

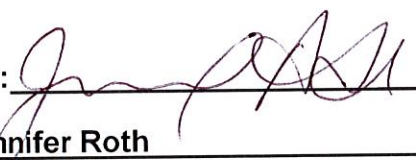
ATTESTED TO:

SIGNED BY: _____

NAME: Sherry G. Sutphen

TITLE: County Attorney

DATE: _____

SIGNED BY:  _____

NAME: Jennifer Roth

TITLE: CHD Director or Administrator

DATE: 09/26/2023

ATTACHMENT I
HIGHLANDS COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

ATTACHMENT I (Continued)

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health
Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program
Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II
HIGHLANDS COUNTY HEALTH DEPARTMENT
PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/23	583017	1388106	1971123
2. Drawdown for Contract Year October 1, 2023 to September 30, 2024	-553763	59190	-494573
3. Special Capital Project use for Contract Year October 1, 2023 to September 30, 2024	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2023 to September 30, 2024	29254	1447296	1476550

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2023 to September 30, 2024

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 CHD - TB COMMUNITY PROGRAM	22,252	0	22,252	0	22,252
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,933	0	6,933	0	6,933
015040 EPIDEMIOLOGY SURVEILLANCE GENERAL REVENUE	79,035	0	79,035	0	79,035
015040 FAMILY PLANNING GENERAL REVENUE	40,770	0	40,770	0	40,770
015040 MIGRANT LABOR CAMP SANITATION	59,166	0	59,166	0	59,166
015040 PRIMARY CARE PROGRAM	277,683	0	277,683	0	277,683
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	142,000	0	142,000	0	142,000
015040 SCHOOL HEALTH SERVICES	94,866	0	94,866	0	94,866
015050 CHD GENERAL REVENUE NON-CATEGORICAL	1,559,734	0	1,559,734	0	1,559,734
GENERAL REVENUE TOTAL	2,282,439	0	2,282,439	0	2,282,439
2. NON GENERAL REVENUE - STATE					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	4,177	0	4,177	0	4,177
NON GENERAL REVENUE TOTAL	4,177	0	4,177	0	4,177
3. FEDERAL FUNDS - STATE					
007000 WIC BREASTFEEDING PEER COUNSELING PROG	88,358	0	88,358	0	88,358
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 ELC COVID HAI/AR	64,400	0	64,400	0	64,400
007000 ELCCOVID NURSING HOME & LTC FACILITY STRIKE TEAM	64,400	0	64,400	0	64,400
007000 ELC COVID OTHER & LONG TERM CARE FAC STRIKE TEAM	64,400	0	64,400	0	64,400
007000 FAMILY PLANNING TITLE X - GRANT	34,413	0	34,413	0	34,413
007000 HEALTH DISPARITIES GRANT COVID-19	144,684	0	144,684	0	144,684
007000 PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL I	117,387	0	117,387	0	117,387
007000 IMMUNIZATION ACTION PLAN	12,161	0	12,161	0	12,161
007000 MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	14,207	0	14,207	0	14,207
007000 MCH SPECIAL PROJCT DENTAL	14,554	0	14,554	0	14,554
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	90,682	0	90,682	0	90,682
007000 BASE PUB HLTH SURVEILLANCE & EPI INVESTIGATION	77,658	0	77,658	0	77,658
007000 TB CONTROL PROJECT	464	0	464	0	464
007000 WIC PROGRAM ADMINISTRATION	656,551	0	656,551	0	656,551
015075 SCHOOL HEALTH SERVICES	270,742	0	270,742	0	270,742
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	1,110	0	1,110	0	1,110
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	9,447	0	9,447	0	9,447
FEDERAL FUNDS TOTAL	1,760,618	0	1,760,618	0	1,760,618
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	130,255	0	130,255	0	130,255
001092 ON SITE SEWAGE DISPOSAL PERMIT FEES	200,521	0	200,521	0	200,521
001092 CHD STATEWIDE ENVIRONMENTAL FEES	40	0	40	0	40
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	17,729	0	17,729	0	17,729
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	1,600	0	1,600	0	1,600
001206 SEPTIC TANK RESEARCH SURCHARGE	2,375	0	2,375	0	2,375
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	2,650	0	2,650	0	2,650

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2023 to September 30, 2024

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001206 DRINKING WATER PROGRAM OPERATIONS	1,400	0	1,400	0	1,400
001206 REGULATION OF BODY PIERCING SALONS	100	0	100	0	100
001206 TANNING FACILITIES	200	0	200	0	200
001206 ONSITE SEWAGE TRAINING CENTER	1,735	0	1,735	0	1,735
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	810	0	810	0	810
001206 MOBILE HOME & RV PARK FEES	3,600	0	3,600	0	3,600
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	363,015	0	363,015	0	363,015
5. OTHER CASH CONTRIBUTIONS - STATE:					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	53,000	0	53,000	0	53,000
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	553,763	0	553,763	0	553,763
OTHER CASH CONTRIBUTION TOTAL	606,763	0	606,763	0	606,763
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	43,390	43,390	0	43,390
001148 CHD CLINIC FEES	0	97,884	97,884	0	97,884
001148 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	6,162	6,162	0	6,162
MEDICAID TOTAL	0	147,436	147,436	0	147,436
7. ALLOCABLE REVENUE - STATE:					
037000 CHD GENERAL REVENUE NON-CATEGORICAL	75	0	75	0	75
ALLOCABLE REVENUE TOTAL	75	0	75	0	75
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	286,601	286,601
PHARMACY DRUG PROGRAM	0	0	0	3,227	3,227
WIC PROGRAM	0	0	0	2,471,646	2,471,646
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	11,929	11,929
IMMUNIZATIONS	0	0	0	64,885	64,885
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	2,838,288	2,838,288
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	256,535	256,535	0	256,535
008040 CHD LOCAL REVENUE & EXPENDITURES	0	15,000	15,000	0	15,000
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	271,535	271,535	0	271,535
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001025 CHD CLINIC FEES	0	800	800	0	800
001077 CHD CLINIC FEES	0	212,657	212,657	0	212,657
001077 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	1,600	1,600	0	1,600
001094 CHD LOCAL ENVIRONMENTAL FEES	0	179,120	179,120	0	179,120
001110 VITAL STATISTICS CERTIFIED RECORDS	0	107,172	107,172	0	107,172
FEES AUTHORIZED BY COUNTY TOTAL	0	501,349	501,349	0	501,349
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	27,483	27,483	0	27,483

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2023 to September 30, 2024

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001029 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	4,222	4,222	0	4,222
001090 CHD CLINIC FEES	0	6,537	6,537	0	6,537
001090 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	971	971	0	971
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	213,070	213,070	0	213,070
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	1,355	1,355	0	1,355
010300 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	29,646	29,646	0	29,646
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-59,190	-59,190	0	-59,190
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	224,094	224,094	0	224,094
12. ALLOCABLE REVENUE - COUNTY					
037000 CHD GENERAL REVENUE NON-CATEGORICAL	0	75	75	0	75
COUNTY ALLOCABLE REVENUE TOTAL	0	75	75	0	75
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	5,017,087	1,144,489	6,161,576	2,838,288	8,999,864

ATTACHMENT II
HIGHLANDS COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service
October 1, 2023 to September 30, 2024

	Quarterly Expenditure Plan				1st	2nd	3rd	4th	State	County	Grand Total
	FTE's (0.00)	Clients Units	Services/ Visits	(Whole dollars only)							
A. COMMUNICABLE DISEASE CONTROL:											
IMMUNIZATION (101)	2.11	983	1,243	70,787	60,678	70,787	61,680	194,141	69,791	263,932	
SEXUALLY TRANS. DIS. (102)	2.45	452	712	56,922	48,794	56,922	49,601	158,819	53,420	212,239	
HIV/AIDS PREVENTION (03A1)	0.01	0	12	282	242	282	245	907	144	1,051	
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0	
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	48	41	48	43	155	25	180	
ADAP (03A4)	0.00	0	0	0	0	0	0	0	0	0	
TUBERCULOSIS (104)	0.50	145	167	13,395	11,482	13,395	11,671	40,769	9,174	49,943	
COMM. DIS. SURV. (106)	3.85	0	1,788	111,932	95,947	111,932	97,533	417,344	0	417,344	
HEPATITIS (109)	0.00	0	0	16	14	16	13	51	8	59	
PREPAREDNESS AND RESPONSE (116)	1.09	0	2	35,473	30,407	35,473	30,910	132,263	0	132,263	
REFUGEE HEALTH (118)	0.69	152	291	17,387	14,904	17,387	15,151	56,213	8,616	64,829	
VITAL RECORDS (180)	1.54	7,495	21,538	35,476	30,410	35,476	30,913	25,103	107,172	132,275	
COMMUNICABLE DISEASE SUBTOTAL	12.24	9,227	25,753	341,718	292,919	341,718	297,760	1,025,765	248,350	1,274,115	
B. PRIMARY CARE:											
CHRONIC DISEASE PREVENTION PRO (210)	2.03	71	150	50,687	43,449	50,687	44,168	177,196	11,795	188,991	
WIC (21W1)	12.18	7,170	38,763	236,844	203,022	236,844	206,379	883,089	0	883,089	
TOBACCO USE INTERVENTION (212)	0.00	0	0	0	0	0	0	0	0	0	
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.60	0	717	27,002	23,146	27,002	23,527	100,677	0	100,677	
FAMILY PLANNING (223)	3.67	457	858	88,128	75,513	88,128	76,791	236,658	91,932	328,590	
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	0	0	0	0	0	0	0	
HEALTHY START PRENATAL (227)	0.00	0	0	0	0	0	0	0	0	0	
COMPREHENSIVE CHILD HEALTH (229)	0.67	354	357	16,551	14,187	16,551	14,421	47,834	13,876	61,710	
HEALTHY START CHILD (231)	0.00	0	0	0	0	0	0	0	0	0	
SCHOOL HEALTH (234)	14.96	0	291,514	273,680	234,597	273,680	238,474	786,868	233,563	1,020,431	
COMPREHENSIVE ADULT HEALTH (237)	6.41	987	2,333	164,793	141,260	164,793	143,595	448,674	165,767	614,441	
COMMUNITY HEALTH DEVELOPMENT (238)	3.27	0	26	107,240	91,925	107,240	93,441	399,849	0	399,849	
DENTAL HEALTH (240)	1.80	1,445	1,448	43,104	36,949	43,104	37,559	90,703	70,013	160,716	
PRIMARY CARE SUBTOTAL	46.62	10,484	336,166	1,008,029	864,078	1,008,029	878,358	3,171,548	586,946	3,758,494	
C. ENVIRONMENTAL HEALTH:											
Water and Onsite Sewage Programs											
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0	
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.90	304	840	17,719	15,189	17,719	15,440	53,414	12,653	66,067	
PUBLIC WATER SYSTEM (358)	0.00	0	0	78	67	78	60	265	27	292	
PRIVATE WATER SYSTEM (359)	0.12	57	58	2,723	2,331	2,723	2,374	3,517	6,637	10,154	
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	4.57	1,324	2,277	105,195	90,173	105,195	91,663	267,085	125,141	392,226	
Group Total	5.59	1,685	3,175	125,715	107,763	125,715	109,546	324,281	144,458	468,739	
Facility Programs											
TATTOO FACILITY SERVICES (314)	0.19	67	34	3,810	3,265	3,810	3,319	12,887	1,317	14,204	
FOOD HYGIENE (345)	0.69	79	264	14,988	12,848	14,988	13,059	45,950	9,933	55,883	

ATTACHMENT II

HIGHLANDS COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2023 to September 30, 2024

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd	3rd	4th			
				(Whole dollars only)						
BODY PIERCING FACILITIES SERVICES (349)	0.02	6	5	440	377	440	384	1,496	145	1,641
GROUP CARE FACILITY (351)	0.19	70	107	3,796	3,254	3,796	3,307	9,313	4,840	14,153
MIGRANT LABOR CAMP (352)	3.85	321	2,478	72,931	62,516	72,931	63,549	177,746	94,181	271,927
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.49	70	123	12,269	10,517	12,269	10,689	32,280	13,464	45,744
POOLS/BATHING PLACES (360)	0.75	131	471	16,252	13,931	16,252	14,161	44,739	15,857	60,596
BIOMEDICAL WASTE SERVICES (364)	1.12	302	499	23,542	20,180	23,542	20,513	71,731	16,046	87,777
TANNING FACILITY SERVICES (369)	0.07	16	28	1,421	1,218	1,421	1,239	4,372	927	5,299
Group Total	7.37	1,062	4,009	149,449	128,106	149,449	130,220	400,514	156,710	557,224
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.02	5	10	616	528	616	538	767	1,531	2,298
Group Total	0.02	5	10	616	528	616	538	767	1,531	2,298
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.07	0	151	1,949	1,670	1,949	1,698	6,785	481	7,266
INJURY PREVENTION (346)	0.00	0	0	60	51	60	51	211	11	222
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.06	128	42	1,031	884	1,031	897	3,474	369	3,843
RABIES SURVEILLANCE (366)	0.00	0	0	0	0	0	0	0	0	0
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.79	0	0	15,315	13,128	15,315	13,344	51,475	5,627	57,102
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	20	17	20	17	68	6	74
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.92	128	193	18,375	15,750	18,375	16,007	62,013	6,494	68,507
ENVIRONMENTAL HEALTH SUBTOTAL	13.90	2,880	7,387	294,155	252,147	294,155	256,311	787,575	309,193	1,096,768
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	8,636	7,403	8,636	7,524	32,199	0	32,199
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	8,636	7,403	8,636	7,524	32,199	0	32,199
TOTAL CONTRACT	72.76	22,591	369,306	1,652,538	1,416,547	1,652,538	1,439,953	5,017,087	1,144,489	6,161,576

ATTACHMENT III

HIGHLANDS COUNTY HEALTH DEPARTMENT

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.
2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 *et seq.*); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.

Facilities Utilized by the County Health Department

Attachment_IV - Page 10 of 22

Facility - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.



Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2023 / 2024

As of Date 9/1/2023

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County Health Department: **HIGHLANDS**

Revenue Object Code - Federal Funds

<u>Revenue Object</u>	<u>Description</u>	<u>Funding Period</u>	<u>L5</u>	<u>Revenue OCA</u>	<u>Expenditure OCA</u>	<u>Amount</u>
007000	WIC BREASTFEEDING PEER COUNSELING	7/1/2023 - 9/30/2023	213	BPC22	BPC22	\$15,000.00
007000	WIC BREASTFEEDING PEER COUNSELING	10/1/2023 - 6/30/2024	213	BPC23	BPC23	\$45,000.00
007000	CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	10/1/2023 - 6/30/2024	238	CIP23	CIP23	\$35,000.00
007000	FGTF/FAMILY PLANNING-TITLE X	7/1/2023 - 3/31/2024	223	FMP24	FMP24	\$34,413.00
007000	PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL	7/1/2023 - 6/30/2024	238	HIW23	HIW23	\$117,387.00
007000	IMMUNIZATION PPHF	7/1/2023 - 6/30/2024	101	IMM24	IMM24	\$12,161.00
007000	BROAD SOCIAL ECONOMIC FACTORS	7/1/2023 - 6/30/2024	238	MC383	MC383	\$14,207.00
007000	DENTAL SERVICES	7/1/2023 - 6/30/2024	240	MC403	MC403	\$14,554.00
007000	PHEP-COMMUNITY PREPAREDNESS CAPABILITY	7/1/2023 - 6/30/2024	116	PHCP4	PHCP4	\$90,682.00
007000	PIIEP-PUBLIC HLTH SURVEILLANCE & EPI INVESTIGATION	7/1/2023 - 6/30/2024	106	PHEI4	PHEI4	\$77,658.00
007000	WIC ADMINISTRATION	7/1/2023 - 9/30/2023	211	WIC23	WIC23	\$155,313.00
007000	WIC ADMINISTRATION	10/1/2023 - 6/30/2024	211	WIC24	WIC24	\$501,238.00
015075	SCHOOL HEALTH TITLE XXI	7/1/2023 - 6/30/2024	234	SCHOL	SCHOL	\$270,742.00
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT- ADMIN	10/1/2023 - 6/30/2024	118	SRA24	SRA24	\$810.00
015075	REFUGEE HEALTH SCREENING REIMBURSEMENT	10/1/2023 - 6/30/2024	118	SRS24	SRS24	\$3,690.00
Subtotal - Federal Funds						\$1,387,855.00



Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2023 / 2024

As of Date 9/1/2023

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County Health Department: **HIGHLANDS**

Revenue Object Code - Other State Funds

<u>Revenue Object</u>	<u>Description</u>	<u>Funding Period</u>	<u>L5</u>	<u>Revenue OCA</u>	<u>Expenditure OCA</u>	<u>Amount</u>
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	7/1/2023 - 6/30/2024	364	BU000	BU000	\$3,978.00
Subtotal - Other State Funds						\$3,978.00



Department of Health

Schedule C - County Health Department by Appropriation Category

Fiscal Year 2023 / 2024

As of Date 9/1/2023

Printed 9/1/2023 / 1:29:27PM

County Health Department: **HIGHLANDS**

Revenue Object Code - State General Revenue

<u>Revenue Object</u>	<u>Description</u>	<u>Funding Period</u>	<u>L5</u>	<u>Revenue OCA</u>	<u>Expenditure OCA</u>	<u>Amount</u>
015040	COMMUNITY TB PROGRAM	7/1/2023 - 6/30/2024	104	7F000	7F000	\$22,252.00
015040	DENTAL SPECIAL INITIATIVES	7/1/2023 - 6/30/2024	240	DNSPJ	DNSPJ	\$6,933.00
015040	EPIDEMIOLOGY SURVEILLANCE	7/1/2023 - 6/30/2024	106	EPIGR	EPIGR	\$79,035.00
015040	FAMILY PLANNING GENERAL REVENUE	7/1/2023 - 6/30/2024	223	FMPGR	FMPGR	\$65,509.00
015040	MIGRANT LABOR CAMP SANITATION	7/1/2023 - 6/30/2024	352	ML000	ML000	\$57,327.00
015040	ALG/PRIMARY CARE	7/1/2023 - 6/30/2024	237	PCG00	PCG00	\$267,314.00
015040	SCHOOL HEALTH GENERAL REVENUE	7/1/2023 - 6/30/2024	234	SCHOL	SCHOL	\$94,866.00
015050	NON-CATEGORICAL GENERAL REVENUE	7/1/2023 - 6/30/2024	400	NCGRV	NCGRV	\$1,534,110.00
Subtotal - State General Revenue						\$2,127,346.00
LOCAL REVENUES: Local Funds Required to Support Current Budget Authority						\$2,566,031.00
TOTAL ANTICIPATED REVENUES						\$6,085,210.00

Florida Department of Health in Highlands County

Schedule of Fees

This fee schedule is established as authorized by Florida Statutes Section 154.06. All funds collected shall be expended solely for the purpose of providing public health services within Highlands County.

Financial Eligibility: Shall be determined for all clients receiving personal health services for which a sliding fee is to be charged, and shall be re-determined a minimum of once a year or shorter if income or family size changes. Clients that waive the financial eligibility determination shall be assigned to the full fee category and attest to their decision by signing the HMS generated fact sheet.

Clients will not be charged in the following circumstances:

(1) Clients enrolled in Medicaid, however charges may apply for non-covered services. (2) Childhood immunizations required for school (pre-K - 12th). Third party payers shall be billed an administration (injection) fee. (3) Anonymous HIV testing if there is an inability to pay. (4) No charge to a minor's parent(s) if the minor is without parental consent, has no income and is receiving STD, HIV, or Family Planning services. (5) Clients that are part of a contact or at-risk group related to the investigation of a communicable disease. Charges may apply for any subsequent clinical examination and treatment.

Note: Patients may not be denied the following services due to their failure or inability to pay: communicable disease services, TB, STD, HIV/AIDS communicable disease control services.

	Current County Fee	October 1, 2023 County Fee	Fee Change
CLINICAL SERVICES			
Adult Primary Care	Medicaid/Medicare Rates	Medicaid/Medicare Rates	None
Physicals (College, School Entry, Sports)	College = \$45 School Entry = \$25 Sports = \$25	All Physicals = \$25	College = decrease \$20 School Entry = none Sports = none
Department of Transportation Physicals	\$150	Service not offered	Remove
Immunizations	Cost of vaccine plus administration fee	Cost of vaccine plus administration fee	None
Initial Immunization Administration	\$20	\$20	None
Additional Immunization Administration	\$10	\$10	None
Travel Immunization Evaluation	\$25	\$35	Increase \$10
Family Planning	Medicaid/Medicare Rates	Medicaid/Medicare Rates	None
HIV Counseling	Medicaid/Medicare Rates	Medicaid/Medicare Rates	None
Tuberculosis Risk Factor Assessment & PPD	\$25.00	\$25.00	None
Tuberculosis Risk Factor Assessment & Quantiferon Gold	\$37.50	\$37.50	None
PPD/Aplisol	\$25	\$25	None
In-house Tests (Pregnancy, Glucose, Hemoglobin, Urinalysis)	Pregnancy = \$20 Glucose = \$8 Hemoglobin = \$8 Urinalysis = \$10	\$15	Pregnancy = decrease \$5 Glucose = increase \$7 Hemoglobin = increase \$7 Urinalysis = increase \$5
Laboratory Tests	Quest = Cost plus 50% Lab Corp = Cost of lab State lab = Cost of lab	Cost of lab test	Removing additional 50% for Quest labs
Pharmaceuticals	Medicaid/Medicare Rates	Medicaid/Medicare Rates	None
ENVIRONMENTAL HEALTH			
Annual Permit, Pool Over 25,000 gal	\$110.00	\$110.00	None
Annual Permit, Pool Under 25,000 gal	\$60.00	\$60.00	None
Limited Use Well Annual Public Water Permit	\$50.00	\$50.00	None
Augmentation Well	\$100.00	\$100.00	None
Public Water Well 6 inch to 12 inch	\$400.00	\$400.00	None
Public Water Well less than 6 inch	\$300.00	\$300.00	None
Replacement Well/Re-drill	\$80.00	\$80.00	None
Domestic Well	\$90.00	\$90.00	None
Domestic Irrigation Well up to 4 inches	\$80.00	\$80.00	None
Commercial Irrigation Well 4 inches or less	\$100.00	\$100.00	None
Other Irrigation Well	\$100.00	\$100.00	None

Florida Department of Health in Highlands County
Schedule of Fees

	Current County Fee	October 1, 2023 County Fee	Fee Change
ENVIRONMENTAL HEALTH			
Fire Use Well	\$150.00	\$150.00	None
Heat Exchange Well (Commercial)	\$200.00	\$200.00	None
Heat Exchange Well (Domestic)	\$100.00	\$100.00	None
Monitoring/Piezometers/Test Wells - per well	\$50.00	\$50.00	None
Air Sparging Well - up to 8 wells	\$75.00	\$75.00	None
Elevator Shaft	\$500.00	\$500.00	None
Well Modification up to 4 inches	\$50.00	\$50.00	None
Well Modification greater than 4 inches	\$100.00	\$100.00	None
Well Abandonment up to 6 inches	\$50.00	\$50.00	None
Well Abandonment greater than 6 inches	\$100.00	\$100.00	None
Variance Application for Replacement Well	\$50.00	\$50.00	None
Variance Application for FAC 64E-8	\$150.00	\$150.00	None
Partial Long/Short Test and Re-test Well	\$75.00	\$75.00	None
Late Fee for Limited Use Water System - Renewal after October 1	\$75.00	\$75.00	None
Inspector General Service per Hour	\$50.00	\$50.00	None
OSTDS Application	\$160.00	\$160.00	None
OSTDS Operating Permit	\$15.00	\$15.00	None
OSTDS I/M Permit	\$15.00	\$15.00	None
OSTDS Aerobic Permit	\$20.00	\$20.00	None
OSTDS Septic Tank Manufacturer Annual Permit	\$25.00	\$25.00	None
OSTDS County Other Service	\$50.00	\$50.00	None
Biomedical Waste Annual Permit	\$55.00	\$55.00	None
Body Piercing Salon/Tattoo Parlor Facility Annual Permit	None	\$50.00	New fee = \$50
Tanning Facility Annual Permit	\$50.00	\$50.00	None
Food Establishments - Annual Permit	All Food Service = \$60 Limited Events = \$75	\$60.00	Limited Events = Decrease \$15
Mobile Home/RV Application	\$100.00	\$100.00	None
Group Care Application	\$125.00	\$125.00	None
Migrant Labor Camp Annual Permit, more than 100 residents	\$300.00	\$300.00	None
Migrant Labor Camp Annual Permit, 51 to 100 residents	\$250.00	\$250.00	None
Migrant Labor Camp Annual Permit, less than 50 residents	\$200.00	\$200.00	None
Re-inspection/Site Revisit for all Env. Health entities (exceptions below)	None	\$50.00	New fee = \$50
Re-inspection/Site Revisit - Migrant Camp more than 100 residents	None	\$100.00	New fee = \$100
Re-inspection Fee/Site Revisit - Commercial Well	\$100.00	\$100.00	None
VITAL STATISTICS			
Birth Certificate	\$12.00	\$12.00	None
Death Certificate	\$10.00	\$10.00	None
Additional Copies (Birth and Death)	Additional Birth = \$7 Additional Death = \$8	\$8.00	Additional Birth = Increase \$1
Optional Protective Plastic Sleeve	\$2.00	\$2.00	None
Notary of Documents	\$10.00	\$10.00	None
MISCELLANEOUS			
Professional Fee for Legal Services	Varied from \$25 - \$150 by profession	None	Remove
Medical Records Copies	Pages 1- 25 = \$1 Subsequent Pages = \$0.25 USB Flash Drive = \$12.50	None	Remove
Nonsufficient Funds (Returned Check)	\$25.00	None	Remove
FDLE - Fingerprint and and Background Check	\$58.25	Service not offered	Remove

Effective 10/1/2023

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Oct 3, 2023

PRESENTER: David Nitz, OMB Manager`

SUBJECT/TITLE: Request approval of Budget Amendment 23-24-004 to adjust the Supervisor of Elections and Property Appraiser budgeted funding for FY 23/24.

STATEMENT OF ISSUE

After the Supervisor of Elections and Property Appraiser budgets had been submitted, the salaries of Elected County Constitutional Officers data were received from the EDR for FY 23-24. This budget amendment is necessary to adjust the salary and benefits for both constitutional officers, an increase of \$23,331.00.

In addition, the Department of Revenue adjusted the Property Appraiser's operating budget by \$26,980.00 increase, a total increase in the amount of \$50,311.00.

RECOMMENDED ACTION

Move to approve budget amendment 23-24-004 to adjust the Supervisor of Elections and Property Appraiser budgeted funding for FY 23/24.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$50,311.00 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to cost center 2442 (Supervisor of Elections), account 51001 (Personal Services Elected Official) and to cost center 2211 (Property Appraiser), account 54900 (Other Charges/Obligations) in the amounts of \$13,621 00 and \$36,690.00, respectively.

Attachments: [23-24-004 SOE_Prop. Appraiser EO Salary Adjustments \(BA\).pdf](#)
[23-24-004 SOE_Prop. Appraiser Budget Adjustments \(Reserve\).pdf](#)

September 26, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 9/25/2023

SUBMITTED BY: Lisa Branca

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 2442, 2211

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Supervisor of Elections, Property Appraiser

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	9990	59900	Reserve for Contingency				50,311.00	-50,311.00
E	005	2442	51001	Personal Services Elected Official		1,109,905.00	13,621.00		1,123,526.00
E	005	2211	54900	Other Charges & Obligations		3,583,501.00	36,690.00		3,620,191.00
									0.00
									0.00
									0.00
									0.00

REASON: Adjust budget for Office of Economic Development Fiscal Year 2023-2024 Finalized Salaries of Elected County Constitutional Officers for the Supervisor of Elections and the Property Appraiser.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-004

TRANSFER TYPE:

Approval

ACTION:

Denial

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

ITEM TO ITEM
_____**XX**_____
RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

Posted by Clerk: _____

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS RESERVE FOR CONTINGENCY ADJUSTMENTS									
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	GENERAL FUND - 005 (9990)
--	----------------------------------

FISCAL YEAR 2023-2024	
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DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/23		BEGINNING BALANCE		\$450,000.00	
10/03/23		23-24-004	(\$50,311.00)	\$399,689.00	To add funding for the Supervisor of Elections and Property Appraiser for salary/operating adjustments.
REVISED TOTAL:				\$399,689.00	

CONTINUED ON NEXT PAGE

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Oct 3, 2023

PRESENTER: Theo Watts, Asst. Chief Information Officer

SUBJECT/TITLE: Request adoption of Resolution 22-23- for Budget Amendment 22-23-153 to provide funding for Project 22086 Courthouse Wireless Network.

STATEMENT OF ISSUE

The Florida Tenth Judicial Circuit offices of the Public Defender and State Attorney have expressed their intention to install additional IT network hardware in Highlands County, following the technology model established in Polk County. This equipment will provide these organizations with dedicated connectivity to networks managed by their technology personnel. The Highlands County IT team

RECOMMENDED ACTION

Move to adopt resolution 22-23- for budget amendment 22-23-153 to provide funding for Project 22086 Courthouse Wireless Network.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of \$200,000. Funding is being appropriated from Fund Balance to cost center 1031A (Courthouse Facilities 151), account 56200Z (Project Buildings), Project 22086 (Courthouse Wireless Network).

Attachments: [22-23-153 Project 22086 Courthouse Wireless Network \(BA\).pdf](#)
[22-23-153R Proj 22086 Courthouse Wireless Network \(Resolution\).pdf](#)

REVIEWED
O.M.B DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

SUBMITTED BY: OMB

RESOLUTION NO. 23-24-002

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-153 TO
THE INFRASTRUCTURE SURTAX FUND; PROVIDING
FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING
FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING
FOR THE IMPLEMENTATION OF ADMINISTRATIVE
ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING
FOR SCRIVENER'S ERRORS; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

SECTION 2. Approval of Budget Amendment. Budget Amendment 22-23-153 is hereby approved and authorized to bring the Infrastructure Surtax Fund balance forward into the current fiscal year 22/23 budget to provide funding for Project 22086 Courthouse Wireless Network in the amount of \$200,000.00.

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 3rd day of October, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Oct 3, 2023

PRESENTER: Karen Healy, Supervisor of Elections

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-150 to adjust for the Supervisor of Elections to allocate funding for Renovation of 4502 Kenilworth Blvd Phase I.

STATEMENT OF ISSUE

This budget amendment is necessary to adjust for the allocation of funding of a project for the Renovation of 4502 Kenilworth Blvd Phase I. This project is to construct a Vote-by-Mail processing room. The space is approximately 2,000 sq. ft. of which as much as 1,000 sq. ft. will be renovated.

RECOMMENDED ACTION

Move to approve budget amendment 22-23-150 to adjust for the Supervisor of Elections to allocate funding for Renovation of 4502 Kenilworth Blvd Phase I.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring \$80,000 from cost center 2442 (Supervisor of Elections), account 53001 (Operating Expense – Elect) to account 56001Z (Project Capital Outlay), Project 22084 (SOE Kenilworth Renovation).

Attachments: [22-23-150 Proj 22084 SOE Kenilworth Renovation \(BA\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

REVIEWED

O.M.B DEPARTMENT

September 20, 2023

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 9/8/2023

SUBMITTED BY: Lisa Branca

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 2442

PROJECT(S) #: 22084 PROJECT TITLE(S): SOE Kenilworth Renovation COST CENTER TITLE(S): Supervisor of Elections

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	2442	53001	Operating Expense - Elect		461,396.00		80,000.00	381,396.00
E	005	2442	56001Z	Project Capital Outlay	22084	0.00	80,000.00		80,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: Allocation for Supervisor of Elections to construct a Vote-by-Mail processing room at 4502 Kenilworth Boulevard. The space is approximately 2,000 sq. ft. of which as much as 1,000 sq. ft. would be converted into air conditioned work space.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-150

TRANSFER TYPE:

Approval

ACTION:

Denial

Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
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: October 3, 2023

PRESENTER: Rachel Barry, Zoning Supervisor

SUBJECT/TITLE: Public hearing to consider adoption of P&Z Hearing No. 2135, modifying the existing Multiple Family Dwelling with a Flexible Unit Development District (R-3 FUD) for the Hope Villas housing development.

STATEMENT OF ISSUE

The Applicant is requesting to modify the existing Multiple Family Dwelling with a Flexible Unit Development District (R-3 FUD) for the Hope Villas housing development. The existing FUD allows a day care center, community room, central laundromat, office, and maintenance room. The Applicant is requesting to utilize the existing daycare building for a medical office.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2135 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 23-24-01, P&Z Hearing No. 2135, modifying the existing R-3 FUD, referencing the mandatory findings of fact and becoming effective as provided by law.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Application P&Z 2135 Highlands Co Housing Authority.pdf](#)
[Staff Report P&Z 2135 for BCC Highlands Co Housing Authority.pdf](#)
[Resolution P&Z 2135 Highlands Co Housing Authority.pdf](#)

Highlands County, Florida Zoning Change Application

Zoning change from: R-3 FUD
Zoning change to: R-3 FUD

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable by using N/A

SECTION I: STAFF USE ONLY: project

P&Z Hearing Number: 2135 23070001 Date of Application: 7/07/2023
Amount of Fee: \$ 1,950.00 Receipt No.: _____ Tax Map No.: 90-C
Hearing Dates: LP: _____ P&Z: 8/08/2023 BCC: 9/19/2023

This application has been reviewed for completeness and determined sufficient:

[Signature] 7/07/2023
Zoning Supervisor Date

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.

Print Name: Highlands County Housing Authority
Mailing Address: 2300 HOPE CIR SEBRING, FL 33870
Telephone No.: 863 446 3684 E-Mail Address: Schwengel@embargmail.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.

Print Name: NA
Mailing Address: NA
Telephone No.: NA E-Mail Address: NA

NOTARIZED AUTHORIZATION:

NA If the applicant is not the owner of the property, a written, notarized authorization from each owner must be provided with this application – use Form A, attached. Property owner authorization is required. If the property owner withdraws permission at any point during the review and approval process, the application is considered null and void.

NA If an agent is submitting the application for the owner/applicant – authorization from the owner/applicant is required – use Form B, attached.

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range.

LAKE VIEW PARK TRACT TB-PG 11
W 1/2 OF LOT 40 + E 247.5' FT LT-LESS RD R/W
12.35 ACRES

4. **Strap No.(s) of Property Covered by Application:**

STRAP #:C- 33-34-29-080-0000-0410
STRAP #:C- _____ STRAP #:C- _____

5. **Street Address(es) of Property Covered by the Application:**

2300 HOPE CIR SEBRING, FL 33870

SECTION III: INFORMATION ABOUT EXISTING USES:

6. Existing Zoning District: R-3 FUD Existing Land Use Classification: RH 1A
 Are the Zoning and Comprehensive Plan Consistent? ☒ Consistent ☐ Not Consistent

7. Existing Property Information: Size of Property (width) 413 feet, (depth) 1297 feet,
 street frontage 413 feet, water frontage 0 feet, Total acres 12.35
 If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. Are there existing structures on the property? ☒ Yes ☐ No If Yes, what type (CBS, Frame, Stucco, Other
 Multiple Units, Number of Dwellings per Building), and what are they used for? 19 Buildings
CBS containing 52 dwelling units, office, laundry mat
and day care center.

If multiple units, the number of dwellings per building/number of buildings: 17 buildings contain 52 units

9. Is the property located within the Lake Placid Regional Plan (LPRP) area? ☐ Yes ☒ No If yes, please submit
 a draft PD Resolution and site plan as part of the application. A separate application meeting should be arranged
 with the Town of Lake Placid. Please ask the Town staff (County Planning Department) for assistance.

10. Vesting: Is the property vested for specific property rights? ☐ Yes ☒ No If Yes, list the Vesting Action or Order
 Number or the method used to grant vested rights (state binding letter, legal lot of record, etc.): _____

11. Has a public hearing been held on this property within the last 12 months? ☐ Yes ☒ No If Yes, in whose
 name and when? _____

12. Is this hearing being requested as a result of a code violation notice? ☐ Yes ☒ No If Yes, explain. _____

13. Information on the Adjacent Properties:

	Existing Uses	FLUM Designations	Zoning Districts
North	Vacant / Duplex	Rm	S R2
South	Oak Ridge MHP / Braswell	RH	M-2
East	Former Juvenile Home	Public	Public
West	Veranda Breeze	RH	R3 FUD

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES): Provide Medical Services

15. Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):
3699 existing

16. Proposed Development Standards (if applicable):

- A. Proposed parcel size (if increasing area with this application) n/a square feet/acre
 B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building n/a divided by Parcel size
 _____ = FAR _____ %

SECTION V: ADDITIONAL INFORMATION REQUIRED: 16 & 17 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

17. Potable Water: The proposed development will be served by an off-site central potable water system. ☐ Yes ☐ No
 If Yes, the potable water system requirements will be accommodated by the N/A water
 system.

City of Sebring

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the water system that will be used (gallons per capita per day or gpcd):

- N/A
- The facility has the designed capacity for pumping and treating _____ gpcd.
 - The facility has a permitted capacity for _____ gpcd.
 - The facility has an average demand or committed capacity for _____ gpcd.
 - The facility has an excess capacity of _____ gpcd.
 - This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site potable water (well) system that will be designed to connect to a central water system when it becomes available. _____ Applicant's Initial

18. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☒ Yes ☐ No City of Sebring

If Yes, the wastewater treatment system requirements will be accommodated by the _____ system.

(See the attached model letter requesting this information from the respective servers). PLEASE ATTACH THEIR LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

The Applicant must provide the following data of the wastewater treatment system that will be used:

- The facility has the designed capacity for pumping and treating _____ gpcd.
- The facility has a permitted capacity for _____ gpcd.
- The facility has an average demand or committed capacity for _____ gpcd.
- The facility has an excess capacity of _____ gpcd.
- This proposed development will require approximately _____ gpcd.

Note: The required LOS for potable water for Highlands County is:

Residence Type	Gallons per Capita per Day
RV Park	75
Mobile Home Park	100
Single Family or Multi-Family	120

If No, the proposed development will be served by an on-site wastewater tank system that will be designed to connect to a central wastewater treatment system when it becomes available. _____ Applicant's Initial

19. **Surface Drainage:** I (we) certify that storm water management will comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations: ☒ Yes ☐ No JA Applicant's Initial

Note: The required LOS for the County is premised upon the applicable water management district standards.

SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)

SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

*Applicants must utilize the appropriate water management district standards for drainage procedures and methods to assure that post-development run-off will not exceed pre-development run-off for a minimum of 24-year/24-hour storm event, and that Best Management Practices shall be utilized to meet or exceed state water quality standards. Direct discharge into designated outstanding Florida waters requires a treatment area 1.5 times standard area.

20. **Solid Waste Disposal:** The proposed development will be served by the County Contractor refuse collection company.

Note: The required LOS for the County is based upon the landfill capacity to accommodate at least 5.21 pounds/person/day.

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: n/a

Note: The required LOS for the County is to provide adequate facilities to maintain a County-wide standard of 10 acres/1,000 population.

22. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☐ Yes ☒ No

If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III _____.

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.
24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.
25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.
26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. If the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).
27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.
28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)
29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐ Yes ☒ No
30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐ Yes ☒ No

END OF APPLICATION

ATTACHMENTS:

- 1) Owner's Affidavit(s) or Corporation Affidavit
- 2) Agent's Affidavit(s)
- 3) Notarized authorization from each owner, as applicable (Form A)
- 4) Notarized authorization for agent to submit petition, as applicable (Form B)
- 5) Public Utility Information Request Format
- 6) Application Due Dates
- 7) Fee Schedule

**Highlands County, Florida
Development Services Department Application**

OWNER'S AFFIDAVIT (Corporation)

I, Tod Schwingel, being first duly sworn, depose and say that I am the **OWNER/CORPORATION** of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketches, data and other supplementary matter attached to and made a part of the application, are honest and true to the best of my knowledge and belief. I understand this application must be completed and accurate before hearings can be advertised. I also understand that it is my obligation to comply with any other lawfully adopted and recorded deed restrictions or covenants that are more restrictive or impose a higher standard, and that any action of this Board does not supersede those requirements.

I authorize County staff to enter the property during the application process to complete its evaluation.

Please initial the appropriate line:

No contact is required. ☒

An appointment is required before entering the property. _____

Signed, Sealed and Delivered
in our presence:

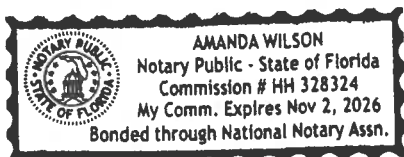
Print Name: _____

Print Name: _____

Highlands County Housing Authority
a Florida corporation.
By: Ted Schwinge
Print Name: Ted Schwinge
Title: President

STATE OF FLORIDA
HIGHLANDS COUNTY

The Foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2023 by Todd Schwinge who is personally known by me ☒ or who has produced _____, as identification and who did take an oath:



Signature Amarda Wilson

Print Name Amanda Wilson

Notary Public, State of Florida
My Commission Expires: 11-2-24

To the BOA & P&Z/LPA,

Highlands County Housing Authority is requesting a modification of our R-3 FUD to allow us to use our facility for other community services besides just a day care center. We are currently seeking to partner with Samaritan's Touch to provide medical services for the residents of Hope Villas and the surrounding community. As the needs of the community change, we would like to have the flexibility to provide additional services.

Thank you for your consideration,

Tod Schwingel

(President, HCHA)

**HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT**

Type: Rezone	BCC Hearing Date: 10/3/2023
Case Number: P&Z 2135	Case Name: Hope Villas Amendment to FUD
Agent: N/A	Property Owners: Highlands County Housing Authority
Public Hearing: BCC	Case Staff Member: Melony Culpepper

Request: Modifying the existing Multiple Family Dwelling with a Flexible Unit Development District (R-3 FUD). The Applicant is requesting to utilize the existing daycare building for a medical office.

General Location: An approximate 12.27-acre parcel located in Lake View Park, on the south side of Youth Care Lane, approximately 0.46 miles east of Sebring Parkway, 0.52 miles south of Kenilworth Boulevard, and 0.91 miles northeast of US 27; the address being 2300 Hope Circle, Sebring.

PARCEL IDs: C-33-34-29-080-0000-0410

Staff Recommendations and Minutes:

- Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution 23-24-01, P&Z Hearing No. 2135, modifying the existing R-3 FUD, referencing the mandatory findings of fact and becoming effective as provided by law.
- Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z Hearing No. 2135, modifying the existing R-3 FUD, referencing the mandatory findings of fact and becoming effective as provided by law.
- Excerpt from the August 8, 2023 DRAFT P&Z Minutes, and Recommendation to the BCC: “C. HEARING NUMBER P&Z 2135 – HIGHLANDS COUNTY HOUSING AUTHORITY”** An approximate 12.27-acre parcel located in Lake View Park, on the south side of Youth Care Lane, approximately 0.46 miles east of Sebring Parkway, 0.52 miles south of Kenilworth Boulevard, and 0.91 miles northeast of US 27; the address being 2300 Hope Circle, Sebring; and legally described as follows: The west ½ of Lot 40 and the East 247.5 feet of Lot 41 of Lake View Park Tract, in Section 33, Township 34 South, Range 29 East, according to the Plat thereof as recorded in Plat Book 3, Page 4, of the Public

Records of Desoto County Florida, of which Highlands County was formerly a part, less road right of way.

The Applicant is requesting an amendment to the existing Multiple Family Dwelling with a Flexible Unit Development District (R-3 FUD). Mr. Roberts read the request and Mrs. Culpepper presented the request. There were no letters received, and no one spoke in favor of or against the request.

Motion by Mr. Ingler and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z Hearing No. 2135, modifying the existing R-3 FUD, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 6-0.”**

Supplemental Material/Issue Analysis Report:

- 1. Request:** The matter for consideration is for a modification to the existing R-3 FUD for the Hope Villas housing development. The existing FUD allows a day care center, community room, central laundromat, office, and maintenance room. The Applicant is requesting to utilize the existing daycare building for a medical office.

- 2. Notices to Surrounding Property Owners.**

On July 18, 2023, notices were mailed to 38 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

- 3. Existing Use Analysis:**

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Day Care/ Multi-family Development	High Density Residential (RH)	R-3 FUD
Adjacent Property to the North	Vacant/Duplex	Medium Density Residential (RM)	City of Sebring R-2
Adjacent Property to the South	Oak Ridge Mobile Home Park (MHP)/ Braswell MHP	RH	Mobile Home Parks District (M-2)
Adjacent Property to the East	Former Juvenile Home	Public/Quasi- Public Facility and Institutional Lands (P)	Public and Quasi- Public Lands District (P)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Veranda Breeze Housing Development	RH	R-3 FUD

4. Applicable References:

Planning...§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH).

Zoning... Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3) and Section 12.05.291: Flexible Unit Development District (FUD).

Department Analysis and Comments of Petitioner's Proposal:

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

Zoning Division: The staff has no objection to this request.

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

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Highlands County Fire Rescue and Sebring Airport Authority.

3. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Environmental Protection, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Natural Resources.

4. Planning Division: The following analysis and findings of fact describe the physical, legal and cultural characteristics of the Applicant's property:

A. Natural Features Analysis:

- Topography:** The topographic map depicts the subject property as mostly level with an elevation between 115 and 120 feet.
- Soils:** The soils underlying the site are "Astatula" and "Astatula-Urban Land Complex." The soils have been mitigated for any limitations on urban uses as the property is currently developed.
- Surface Waters:** The subject parcel has no surface water areas.
- Vegetative Cover:** The site has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** Hope Villas housing development.
2. **Current Zoning Designation:** The site has a zoning designation of R-3 FUD.
3. **Proposed Zoning Designation:** The proposed zoning designation is R-3 FUD.
4. **Current Population Yield:** The current zoning allows up to 52 dwelling units. The parcel currently carries a potential population yield of 117 persons: 52 dwelling units x 2.25 persons = 117 persons.
5. **Proposed Population Yield:** There is no proposed change to the number of dwelling units, which would result in no change to the population yield.
6. **The Applicant's proposed development program:** The property contains the Hope Villas housing development with an office building and day care. The proposed modification would be to allow a different use in the day care building. Samaritan's Touch would like to utilize the building to provide medical services to the community.

C. Special Designated Areas:

1. **Environmental Protection:** The parcel has been developed, and any potential habitats have already been impacted. Pursuant to Natural Resource Element Policy 3.3. of the Highlands County 2030 Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of "X", for areas located outside the Special Flood Hazard Areas, and a flood zone designation of "A", for areas located inside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C00231C**, effective November 18, 2015. The area located within flood zone A contains a retention/detention pond.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within the Zone of Exclusion but is located within the Zone of Control as defined by Infrastructure Policy 6.6. of the Comprehensive Plan. The proposed development shall be required to comply with Section 12.12.301.B. of the Highlands County LDRs.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property is served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property is served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property is serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site is currently developed and utilizes Youth Care Lane, which is County maintained, for vehicular access.
5. **Railroad Access:** There is no railroad access.
6. **Recreation:** The proposed modification will not require the need for additional recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **may be** required at the time of development.

F. Schools: The proposed modification will not generate student impacts to the school district.

G. Airports: The subject property is located approximately 9.8 miles southeast of the Avon Park Executive Airport and 4.75 miles northwest of the Sebring Regional Airport.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed zoning change **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

Plan Consistency Finding: The proposed zoning change **is consistent** with the goals, objectives, and policies of the adopted Comprehensive Plan.

Environmental Clearance Finding: Environmental Clearance, pursuant to Natural Resources Element Policy 3.3 of the Comprehensive Plan, **is not required** for the proposed zoning change.

Historical and Archaeological Clearance: The proposed zoning change **is not required** to obtain Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Comprehensive Plan. The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the Florida Master Site File indicate that there are no known cultural resources on the property.

Conformity Finding: If approved, all future development actions for the property shall be made to conform to applicable Comprehensive Plan policies and to LDRs in effect at the time the applicable development order becomes effective as provided by law.

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z Hearing No. 2135, modifying the existing R-3 FUD, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

- Exhibit 1: Location Map
- Exhibit 2: Aerial Map
- Exhibit 3: Future Land Use Map
- Exhibit 4: Zoning Map
- Exhibit 5: Resolution 94-14 (Existing R-3 FUD)

Exhibit 1:

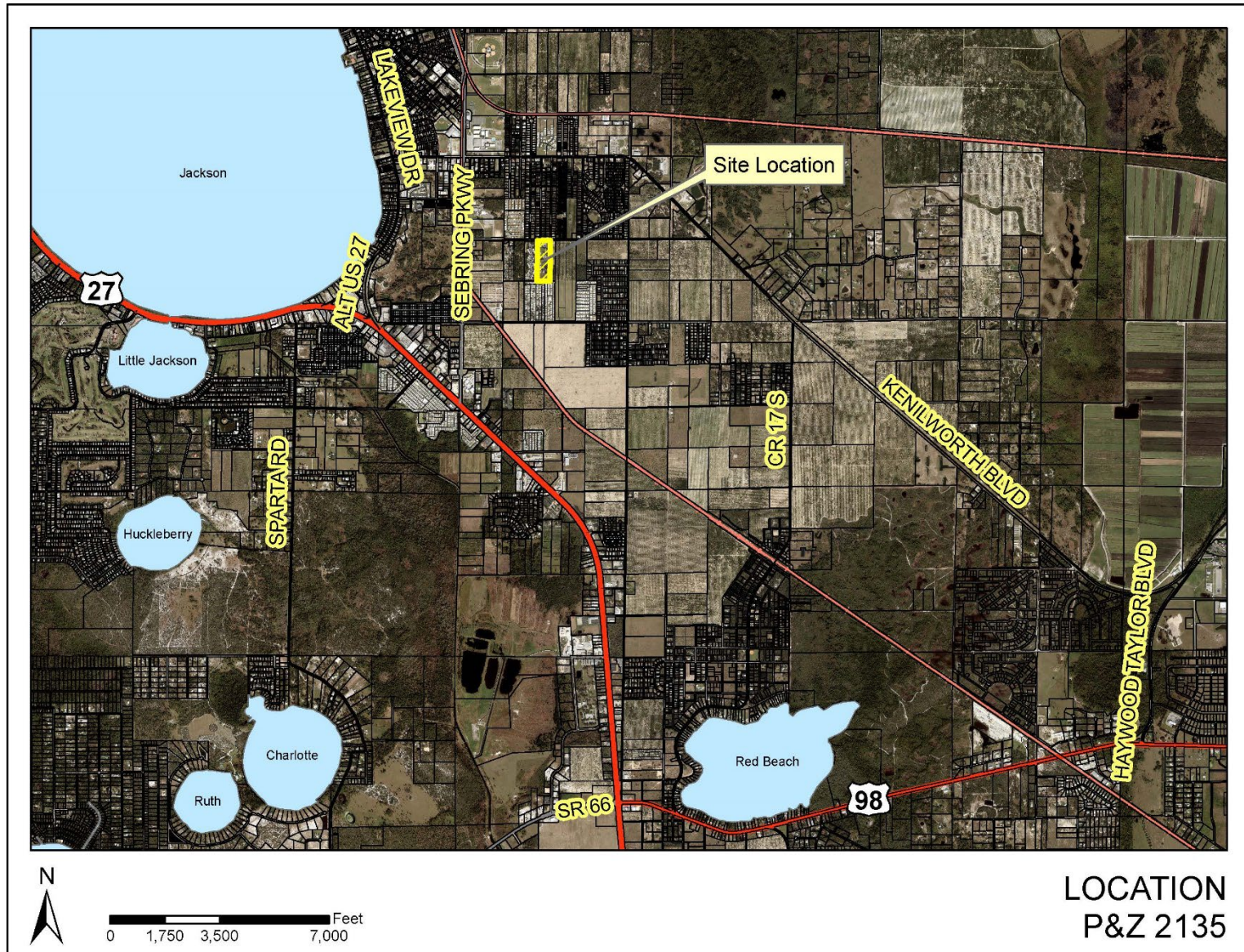


Exhibit 2:

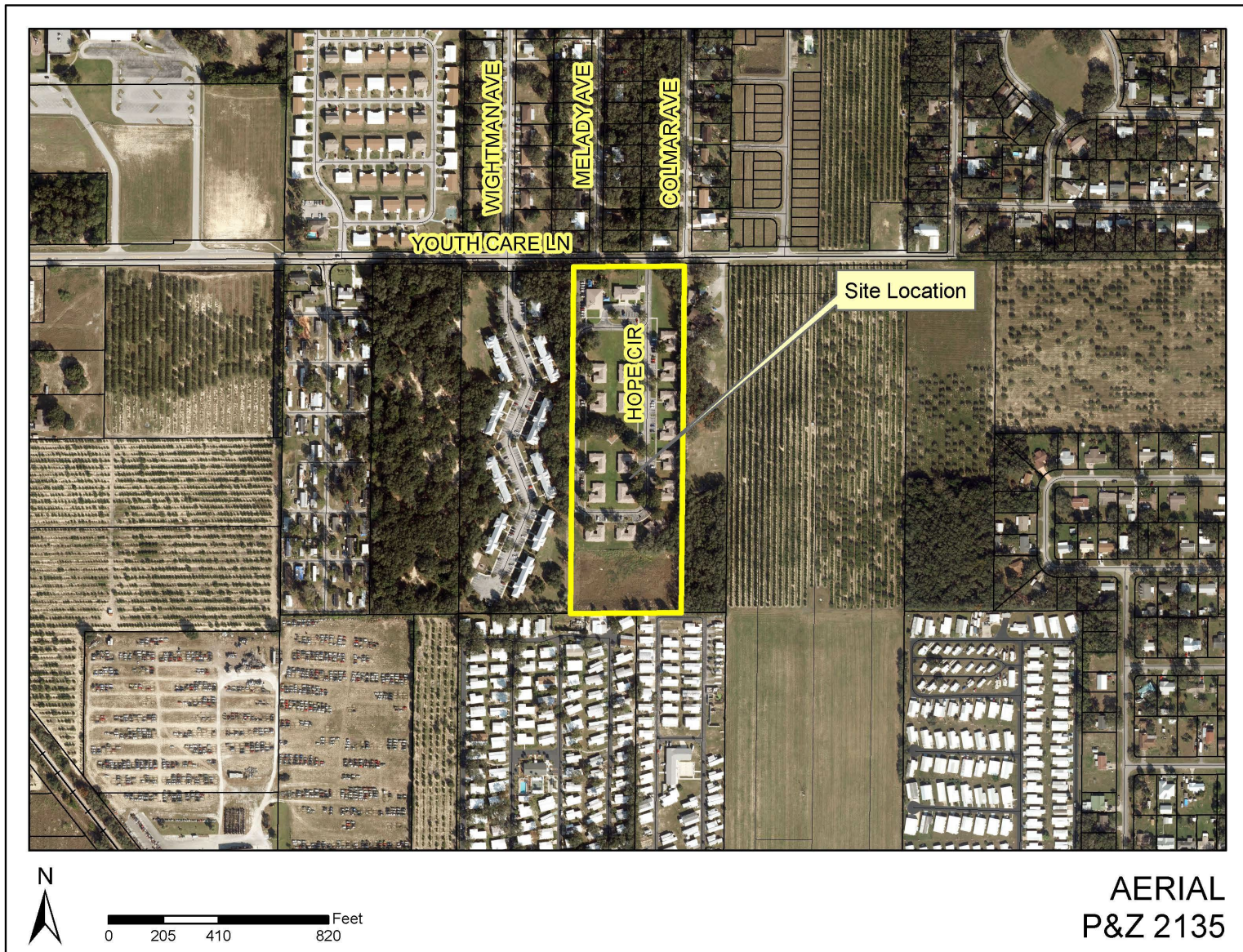


Exhibit 3:

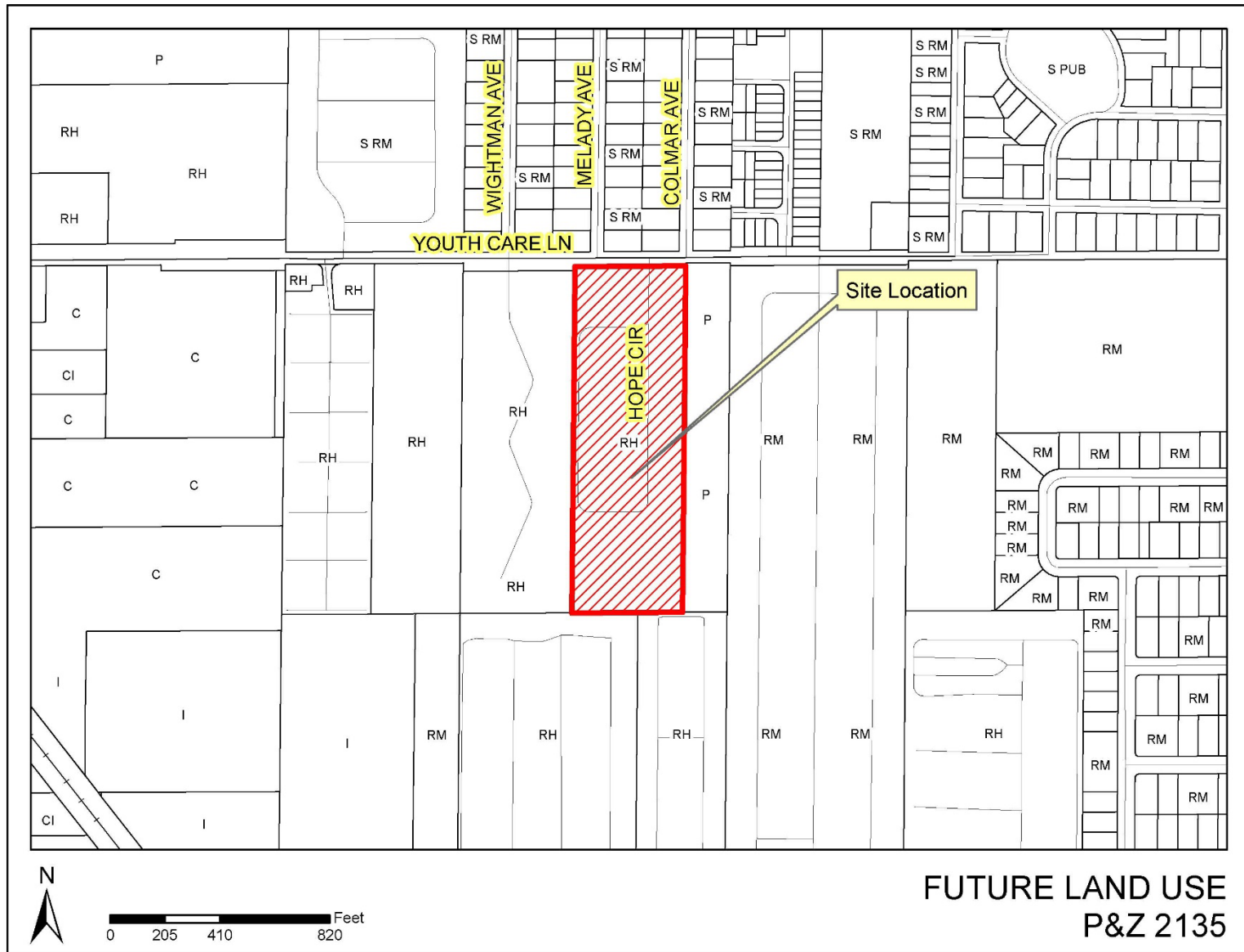


Exhibit 4:

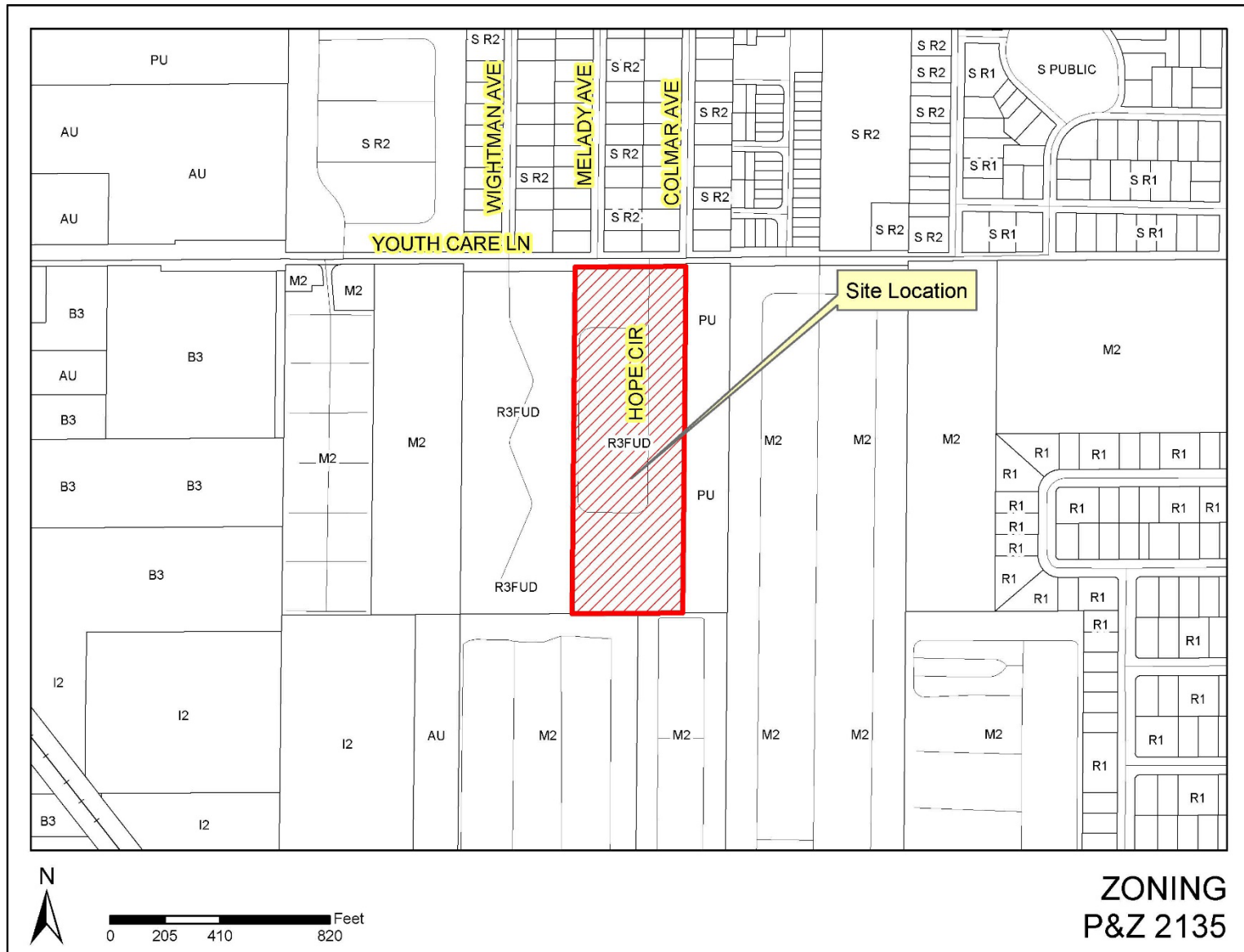


Exhibit 5:

RESOLUTION 94 - 14

WHEREAS, the Board of County Commissioners were regularly assembled on the 19th day of April, 1994, and

WHEREAS, the Board was advised that a change to an existing zoning classification is needed to meet the needs of the County for land areas for specific purposes to serve population and economic activities.

FINDINGS OF FACT by the Board of County Commissioners:

1. That the requested "R-3: FUD" zoning is consistent with the property's "Medium Density Residential" land use provided that development of the property will not exceed 52 units;
2. That Environmental Clearance procedures under NRE Policy 3.3 are not invoked by the Conservation Overlay Map for any future development of subject property under "R-3" FUD" zoning regulations;
3. That prior to acting on a development order for a preliminary site plan or plat of subject property, the appropriate findings of fact contained in NRE Policy 3.3G be entered into the record of the decision making authority; and,
4. That because the intended provision of farmworker housing furthers the attainment of Housing Objectives 9 and Housing Policy 1.1, a density bonus of 2 units is granted above the property's starting density pursuant to the Comprehensive Plan and the Housing Incentive Plan for the creation of affordable housing.

NOW, therefore, be it resolved by the Board of County Commissioners, regularly assembled, that the Board does, by this resolution, amend the zoning classification on:

A portion of Lots 40 and 41 of LAKE VIEW PARK TRACT as per transcript Book Page 11 of the Public Records of Highlands County, Florida, being more particularly described as follows: Commence at the West 1/4 corner of SECTION 33, TOWNSHIP 34 SOUTH, RANGE 29 EAST, thence run North 89°59'09" East and along the East-West 1/4 section line a distance of 2407.07 feet; thence South 00°50'47" West a distance of 25.00 feet to a point on the South right-of-way line of Youth Care Lane and for Point of Beginning; thence continue South 00°50'47" West a distance of 1296.14 feet; thence North 89°59'35" East a distance of 415.67 feet; thence North 00°48'55" East a distance of 1296.18 feet to a point on the South right-of-way line of Youth Care Lane; thence South 89°59'09" West and along said right-of-way line a distance of 414.97 feet to Point of Beginning.

Present zoning classification is under Section 12-90, M-2 (Mobile Home Parks) being changed to Sections 12-87, R-3 (Multiple Dwelling district) and 12-270, FUD (Flexible Unit Development). The FUD being nineteen (19) buildings constructed as one (1) story. The residential buildings will have three (3) dwelling units in each building for a maximum density of fifty-two (52) dwelling units. These units will consist of three (3) one (1) bedroom units, sixteen (16) two (2) bedroom units, thirty (30) three (3) bedroom units, and two (2) four (4) bedroom units. There will be one (1) three (3) bedroom unit for the manager. The development will also have a day care center, community room, central laundromat, office and maintenance room. The attached conceptual drawing states the minimum setbacks from the buildings to the outside perimeter of the development as thirty (30) feet and minimum setback spacing between buildings as forty (40) feet. The approximate location of open air space to be provided will be as shown on the conceptual drawing. There will be a minimum of one hundred and ten (110) parking spaces provided six (6)

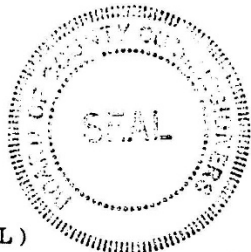
P&Z #1325

of them being handicap spaces. The regular spaces to be a minimum of nine (9) feet wide and twenty (20) feet deep, the handicap to be of the size required by the Department of Community Affairs. Two (2) lighted signs is the maximum allowed. There will be no other construction other than recreational structures in play field and play yard areas and fences and walls as permitted in Section 12-112 of the Code. The applicant will execute a Declaration of Unity of Title Agreement on subject property.

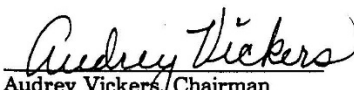
BE it further resolved that such changes shall be made in the official zoning atlas promptly after the amendment has been approved by the County Commission.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Highlands County, Florida this 19th day of April, A.D., 1994.

Board of County Commissioners
Highlands County, Florida



(SEAL)


Audrey Vickers, Chairman

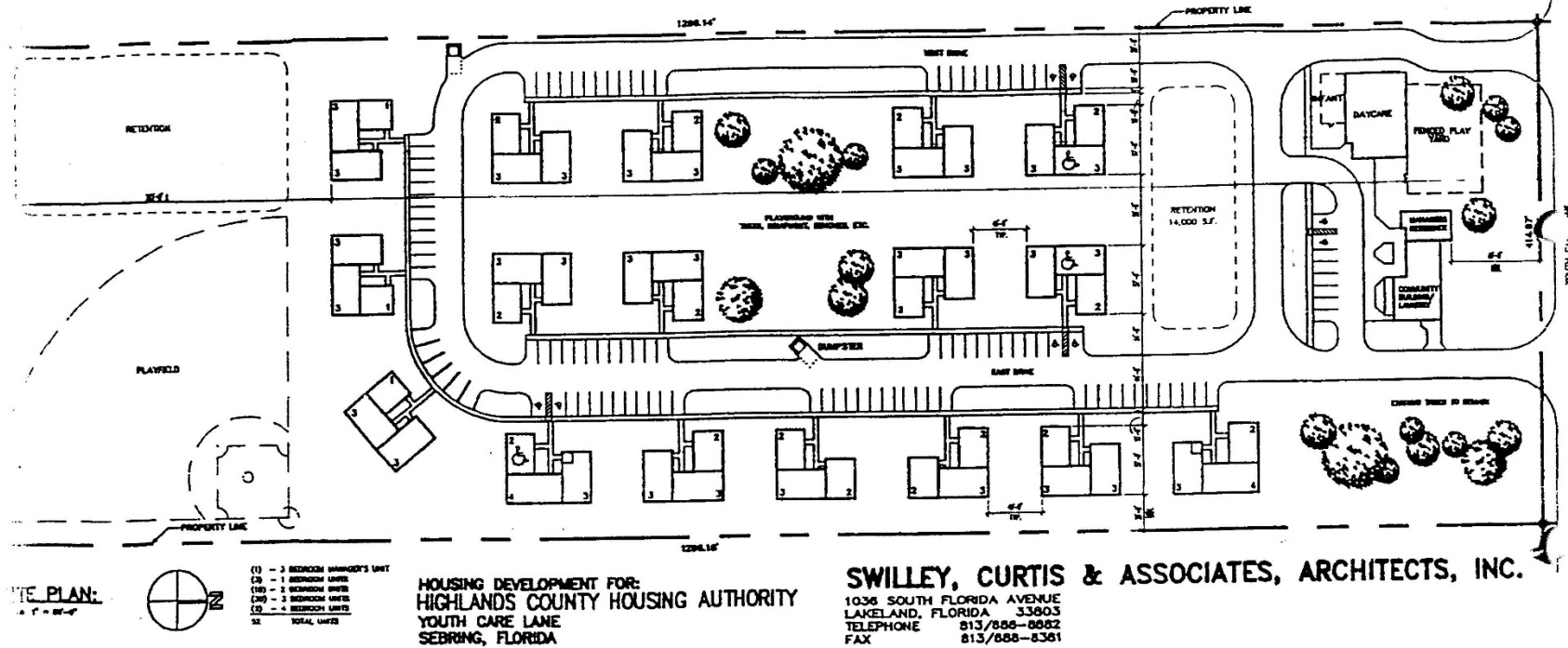
ATTEST:


L.E. Brooker, Clerk



P&Z #1325

Exhibit 5 (cont'd)...



NOTE: MINIMUM SETBACKS SHALL BE 30' FOR SIDE AND REAR PROPERTY LINES AND 60' FOR THE FRONT PROPERTY LINE (YOUTH CARE LANE).
AND 40' MINIMUM BETWEEN BUILDINGS.

RESOLUTION NO. 23-24-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-33-34-29-080-0000-0410; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENT TO HIGHLANDS COUNTY RESOLUTION NO. 94-14, PERTAINING TO THE GENERAL CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR THE ZONING ON THE 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, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-33-34-29-080-0000-0410 (Property), has requested an amendment to the conditions, restrictions and limitations of the existing zoning classification on the Property for the specific purposes of furthering residential convenience objectives; and

WHEREAS, the County has determined that the proposed amendment is consistent with FLU Policy 1.1.A., which states that the Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector; and

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

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the proposed amendment; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the Property and the proposed amendment does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 of the Plan, NRE Policy 1.3 of the Plan and the Highlands County Land Development Regulations; and

WHEREAS, all future development actions for the Property shall be made to conform to applicable Plan policies and to the County's Land Development Regulations in effect at the time of any development.

NOW, THEREFORE BE IT RESOLVED, by the County, after public hearing and comment that:

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

SECTION 2. Amendment to Highlands County Resolution No.: 94-14, Pertaining to the General Conditions, Restrictions and Limitations for the Zoning on the Property.

Highlands County Resolution No.: 94-14, was adopted on April 19, 1994, providing for Multiple Dwelling with a Flexible Unit Development District (R-3 FUD) zoning designation for the Property. The R-3 FUD zoning designation on the Property shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.213 and 12.05.291 of the Highlands County Code of Ordinances, (hereinafter referred to as the "Code") except as expressly modified as follows:

- A. The underlying or base zoning regulations for this FUD District shall be the R-3 District and any use or allowance not specified herein will be as defined in the R-3 District as provided in Section 12.05.213 of the Code.
- B. There shall be a maximum of fifty-two (52) dwelling units.
- C. The development may have a community enrichment building that shall be used to provide basic community necessities such as a day care, medical services, or education; or other support services as allowed in the R-3 District in the building labeled "daycare" shown on the conceptual site plan attached as "**Exhibit A**".
- D. The development shall also have a community room, central laundromat, office, and maintenance room as depicted on the conceptual site plan attached as "**Exhibit A**".
- E. Minimum required setbacks shall be 60 feet from the front property line, 30 feet from side and rear property lines, and 40 feet between any residential buildings.
- F. There shall be no more than two (2) sign structures within 75 feet of the front property line, which shall be limited to subdivision identification signs and on-site support services. A ground or pole mounted structure may have two faces, each not exceeding 128 square feet and 8 feet in height. A wall sign shall be limited to 10% of the wall area upon which the sign is placed.
- G. There shall be no other construction other than recreational structures in the play field and play yard areas.
- H. The Site Development plan for this R-3 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto as "**Exhibit A**". The property shall be subject to the requirements set forth in the Code for final site plan approval.

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

P&Z 2135

County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2135, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

DONE AND ADOPTED, this 3rd day of October 2023.

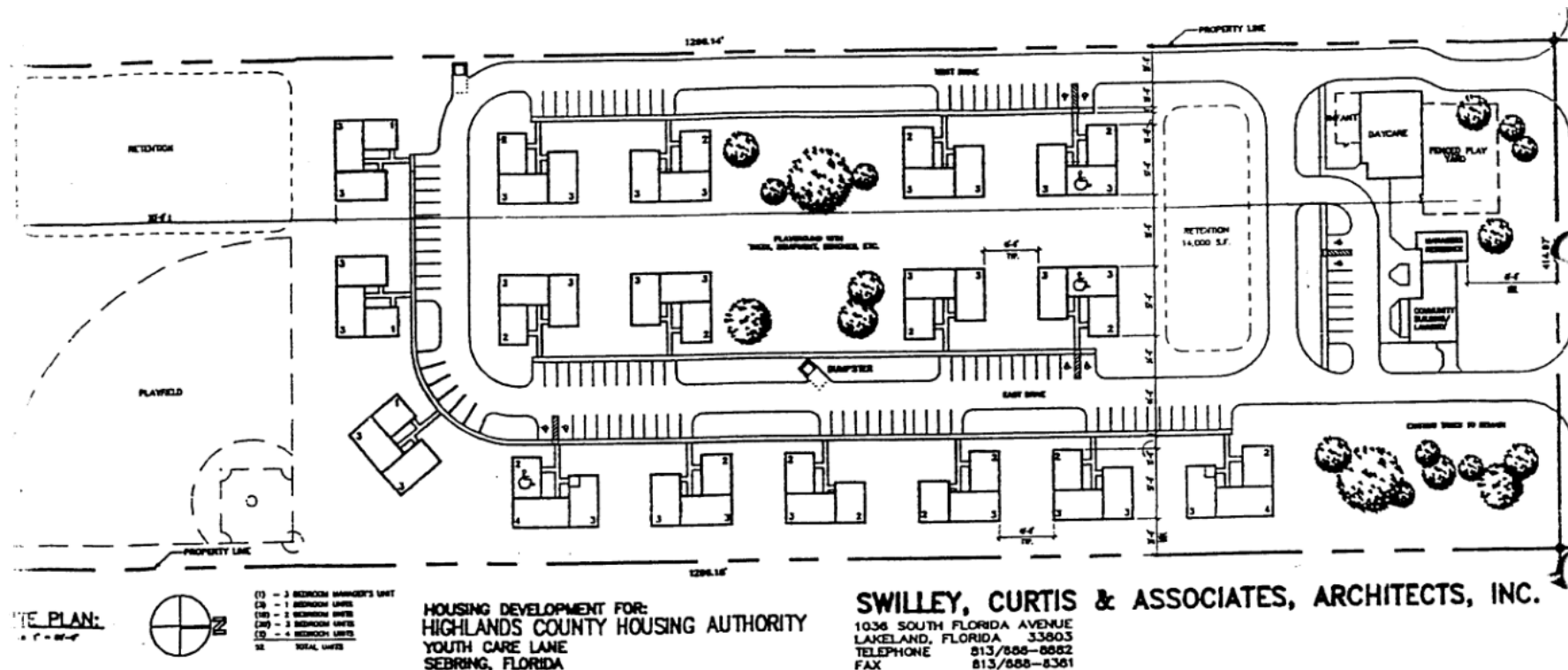
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
_____, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

Conceptual Site Plan: "Exhibit A"



NOTE: MINIMUM SETBACKS SHALL BE 30' FOR SIDE AND REAR PROPERTY LINES AND 60' FOR THE FRONT PROPERTY LINE (YOUTH CARE LANE).
 AND 40' MINIMUM BETWEEN BUILDINGS.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Request for the Board to consider two lists of potential holidays and adopt their preferred option of holidays to be observed in 2024.

STATEMENT OF ISSUE

Traditionally, the Board of County Commissioners has adopted same list of holidays observed by the Tenth Judicial Circuit, with minor modifications. A search of board meeting minutes indicates that in 2012, the Board directed staff to survey the Constitutional Officers concerning the holidays they would be observing. At a later Board meeting, the Board adopted a schedule of eleven (11) standard holidays they would observe each year, and further directed that a corresponding change be made to the personnel policy to reflect the list. Subsequent updates to the Personnel Manual did not include the Board's adopted list of holidays. All Personnel Manual revisions have been brought to the Board for adoption; however, the associated minutes do not indicate that the Board specifically requested that the holiday list be removed. For the current year, the Board-adopted holidays are:

New Year's Day (Observed)
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veteran's Day (Observed)
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Tuesday after Christmas
New Year's Day (Monday, January 1, 2024)

The Tenth Judicial Circuit of Florida has provided their schedule of holidays for 2024, and it includes a new holiday, the Day after Independence Day, Friday, July 5, 2024. If the Board chooses to add the new holiday, Business Services advises that the cost would be \$16,760.00. This is made up of Public Safety (Fire / EMS) staff being paid Holiday pay as well as Solid Waste hourly employees staffing the Landfill for Waste Connections regular Friday trash pick-up.

Option One:

Move approval to adopt the following list of eleven holidays as traditionally observed by the Board:

Martin Luther King Day, Monday, January 15, 2024
Memorial Day, Monday, May 27, 2024
Independence Day, Thursday, July 4, 2024
Labor Day, Monday, September 2, 2024
Veteran's Day (Observed), Monday, November 11, 2024

Thanksgiving Day, Thursday, November 28, 2024
Friday after Thanksgiving, Friday, November 29, 2024
Christmas Eve, Tuesday, December 24, 2024
Christmas Day, Wednesday, December 25, 2024
New Year's Day Wednesday, January 1, 2025

Option Two:

Move approval to adopt the list of eleven holidays traditionally observed by the Board with the addition of a new holiday, Day after Independence Day on Friday, July 5, 2024.

RECOMMENDED ACTION

Move approval of one of the two potential options of holidays to be observed in 2024.

FISCAL IMPACT

Fiscal impact of adding an additional holiday would be \$16,760.00.

Attachments: [Court Holiday Schedule 2024.pdf](#)



TENTH JUDICIAL CIRCUIT

JAMES A. YANCEY

CHIEF JUDGE OF THE CIRCUIT COURT
POLK COUNTY COURTHOUSE
POLK, HIGHLANDS, AND HARDEE COUNTIES
POST OFFICE BOX 9000
DRAWER J-146
BARTOW, FLORIDA 33831-9000
website: www.jud10.flcourts.org

JULI REUBLIN
JUDICIAL ASSISTANT

(863) 534-4576
(863) 534-4626 (FAX)

NICK SUDZINA
COURT ADMINISTRATOR

(863) 534-4686
(863) 534-4699 (FAX)

August 4, 2023

MEMORANDUM

TO: Judicial Employees, Tenth Judicial Circuit

FROM: James A. Yancey, Chief Judge

HOLIDAYS FOR 2024

The following holidays will be observed by the State Courts System in the Tenth Judicial Circuit during the year 2024:

New Year's Day (Observed)	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Good Friday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Day after Independence Day	Friday, July 5, 2024
Labor Day	Monday, September 2, 2024
Rosh Hashanah	Thursday, October 3, 2024
Veteran's Day (Observed)	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Friday after Thanksgiving	Friday, November 29, 2024
Christmas Eve	Tuesday, December 24, 2024
Christmas Day	Wednesday, December 25, 2024
New Year's Day	Wednesday, January 1, 2025

xc: Chief Justice
State Courts Administrator
Tenth Circuit Bar
Board of County Commissioners (Hardee, Highlands, and Polk)
Sheriffs (Hardee, Highlands, and Polk)
State Attorney
Public Defender
Clerk of Court (Hardee, Highlands, and Polk)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER: Sherry Sutphen, County Attorney

SUBJECT/TITLE: County Administrator Annual Merit Increase

STATEMENT OF ISSUE

Pursuant to the County Administrator's Employment Agreement, the County is to consider any merit pay increase annually.

RECOMMENDED ACTION

Request approval of a merit increase for the County Administrator in the amount of ____ %

FISCAL IMPACT

Unknown until the amount is determined by the board.

Attachments:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Oct 3, 2023

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 23-24-002 to correct budget accounts in various cost centers.

STATEMENT OF ISSUE

Expenditure budget amounts in four (4) cost centers were budgeted in account 53000 in error which is a summary account for the operating expenditure category. These four amounts are being corrected with this budget amendment and placed in the proper account for each cost center.

RECOMMENDED ACTION

Move to approve of Budget Amendment 23-24-002 to correct budget accounts in various cost centers.

FISCAL IMPACT

The fiscal impact of the expenditure accounts being touched is \$2,084,758 but the net fiscal impact is \$0 as this budget amendment is merely transferring amounts from one account to another in the same amount within the four cost centers.

Attachments: [23-24-002 Cost Ctrs Corrections_Acct 53000.pdf](#)

September 26, 2023

BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

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

DATE: 9/25/2023

SUBMITTED BY: OMB

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3322, 3324, 3325, 4501
PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): County Jail Maintenance, Detention & Correction-Medical, Law Enforcement Maint., Critical Infrastructure - Operations
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3322	53000	Operating Expense		795,246.00		795,246.00	0.00
E	005	3322	54100	Communications & Freight		0.00	795,246.00		795,246.00
E	005	3324	53000	Operating Expense		997,460.00		997,460.00	0.00
E	005	3324	53100	Professional Services		0.00	997,460.00		997,460.00
E	005	3325	53000	Operating Expense		285,841.00		285,841.00	0.00
E	005	3325	53400	Contractual Services		0.00	285,841.00		285,841.00
E	005	4501	53000	Operating Expense		6,211.00		6,211.00	0.00
E	005	4501	54900	Other Charges & Obligations		1,300.00	6,211.00		7,511.00

REASON: To correct cost center budgets where account 53000 was used in error.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-002

TRANSFER TYPE:

Approval

ACTION:

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

XX ITEM TO ITEM

RESERVE

BY RESOLUTION

SUPPLEMENTAL BUDGET

Denial

SIGNATURE: _____

Signature: _____

DATE: _____ / _____ / _____

Posted by Clerk: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 3, 2023

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request adoption of Resolution 23-24-03 for Budget Amendment 23-24-003 to realign and appropriate Sheriff budgeted funds within the General Fund and Rollover SCAAP projects to accomplish the grant/project program goals for FY23/24.

STATEMENT OF ISSUE

This budget amendment is necessary to realign and appropriate budgeted funds ~ the General Fund to accomplish grant/project goals for FY23/24 for Law Enforcement Maintenance, County Jail Maintenance, and Detention and Correction - Medical to realign and setup budgeted FY 23/24 projects for Avon Park Law Enforcement Services (23010), Environmental Law Enforcement Program (23012), College Resource Deputy Program (23011), School Resource Program (23013), Law Enforcement Salary Assistance - LESA (22076) and to roll forward and setup projects from FY22/23 into FY23/24 for SCAAP (16039, 18066, 19031, 21106) in accordance with FYE balances.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-03 for budget amendment 23-24-003 to realign and appropriate Sheriff budgeted funds within the General Fund and Rollover SCAAP projects to accomplish the grant/project program goals for FY23/24.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of \$109,308.00 for the SCAAP Rollovers. The remainder of the BA is realigning and setting up grant/project funds within the General Fund that have been budgeted and/or offset by incoming revenues in a total amount of \$6,913,132.

Attachments: [23-24-003 Sheriffs Appropriation \(BA\).pdf](#)
[23-24-003R Sheriffs Appropriation \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

September 26, 2023

PAGE 1 of 4

BUDGET AMENDMENTS

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

DATE: 9/12/2023

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: See List Page

PROJECT(S) #: See List Page PROJECT TITLE(S): See List Page COST CENTER TITLE(S): See List Page

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3325	53400	Contractual Services		285,841.00		285,841.00	0.00
E	005	3101	53001	Operating Expense-Elected Official		3,310,661.00	285,841.00		3,596,502.00
E	005	3324	53100	Professional Services		997,460.00		997,460.00	0.00
E	005	3323	53001	Operating Expense-Elected Official		817,583.00	997,460.00		1,815,043.00
E	005	3322	54100	Communications & Freight		795,246.00		795,246.00	0.00
E	005	3323	53001	Operating Expense-Elected Official		1,815,043.00	795,246.00		2,610,289.00

REASON: To realign and appropriate budgeted funds for Law Enforcement Maintenance, Detention and Correction-Medical, County Jail Maintenance and to realign and setup budgeted FY 23/24 projects for Avon Park LE Services (23010), Environmental Law Enf Program (23012), College Resource Deputy Program (23011), School Resource Program (23013) and Law Enforcement Salary Assistance-LESA (22076) and to roll forward and setup projects from FY22/23 into FY23/24 for SCAAP (16039, 18066, 19031, 21106) in accordance with FYE balances.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 23-24-003

TRANSFER TYPE:

Approval

ACTION:

XX ITEM TO ITEM

Denial

Board Approved Denied
County Administrator Approved Denied

RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

DATE: / /

Signature:

Posted by Clerk:

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 4

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-003

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3421000Z	Law Enforcement Svcs- Avon Park		2,585,928.00		2,585,928.00	-
R	005		3421000Z	Law Enforcement Svcs- Avon Park	23010	-	2,585,928.00		2,585,928.00
E	005	3327	54900Z	Project Other Chg & Obligations		4,022,524.00		2,585,928.00	1,436,596.00
E	005	3101	51001Z	Project Personal Services-Elected	23010	-	2,585,928.00		2,585,928.00
R	005		3810000Z	Project Interfund Transfer		127,017.00		127,017.00	-
R	005		3810000Z	Project Interfund Transfer	23012	-	127,017.00		127,017.00
E	005	3327	54900Z	Project Other Chg & Obligations		1,436,596.00		127,017.00	1,309,579.00
E	005	3101	51001Z	Project Personal Services-Elected	23012	-	116,431.00		116,431.00
E	005	3101	53001Z	Project Operating Expense-Elected	23012	-	10,586.00		10,586.00
R	005		3429000Z	School Resource Officer Program		1,079,344.00		58,871.00	1,020,473.00
R	005		3429000Z	School Resource Officer Program	23011	-	58,871.00		58,871.00
E	005	3327	54900Z	Project Other Chg & Obligations		1,309,579.00		58,871.00	1,250,708.00
E	005	3101	51001Z	Project Personal Services-Elected	23011	-	54,291.00		54,291.00
E	005	3101	53001Z	Project Operating Expense-Elected	23011	-	4,580.00		4,580.00
R	005		3429000Z	School Resource Officer Program		1,020,473.00		1,020,473.00	-
R	005		3429000Z	School Resource Officer Program	23013	-	1,020,473.00		1,020,473.00

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 3 of 4

BUDGET AMENDMENTS

REQUEST NUMBER		23-24-003							
TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3327	54900Z	Project Other Chg & Obligations		1,250,708.00		1,020,473.00	230,235.00
E	005	3101	51001Z	Project Personal Services-Elected	23013	-	946,521.00		946,521.00
E	005	3101	53001Z	Project Operating Expense-Elected	23013	-	48,952.00		48,952.00
E	005	3101	56001Z	Project Capital Outlay - Elected	23013	-	25,000.00		25,000.00
R	005		3342130Z	FDLE Grant		932,988.00		932,988.00	-
R	005		3342130Z	FDLE Grant	22076	-	932,988.00		932,988.00
E	005	3327	51001Z	Project Personal Services		932,988.00		932,988.00	-
E	005	3101	51001Z	Project Personal Services-Elected	22076	-	932,988.00		932,988.00
R	005		3999100Z	Project Fund Balance Forward	16039	-	20,080.00		20,080.00
E	005	3323	51001Z	Project Personal Services	16039	-	20,080.00		20,080.00
R	005		3999100Z	Project Fund Balance Forward	18066	-	39,294.00		39,294.00
E	005	3323	51001Z	Project Personal Services	18066	-	39,294.00		39,294.00
R	005		3999100Z	Project Fund Balance Forward	19031	-	22,286.00		22,286.00
E	005	3323	51001Z	Project Personal Services	19031	-	22,286.00		22,286.00
R	005		3999100Z	Project Fund Balance Forward	21106	-	27,648.00		27,648.00
E	005	3323	51001Z	Project Personal Services	21106	-	27,648.00		27,648.00
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 4 of 4

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-003

FUND(S)	FUND TITLE(S)
005	General

COST CENTER(S)	COST CENTER TITLE(S)
3101	Sheriff - 005
3322	County Jail Maintenance
3323	Detention & Correction
3324	Detention & Correction Medical
3325	Law Enforcement Maintenance
3327	Law Enforcement Other

FND	CST CTR	PROJ #	PROJECT TITLE
005	3101	23010	AP Law Enf Svcs FY 23-24
005	3101	23012	Env Law Enf Proj 23-24
005	3101	23011	College Resource Deputy Program 23-24
005	3101	23013	SRO Program FY 23-24
005	3101	22076	LESA (Law Enforcement Salary Assistance)

FND	CST CTR	PROJ #	PROJECT TITLE
005	3323	16039	SCAAP 2016
005	3323	18066	SCAAP 2018
005	3323	19031	SCAAP 2019
005	3323	21106	SCAAP 2020

RESOLUTION NO. 23-24-03

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-003 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 22-23-003 is hereby approved and authorized to set up and appropriate budgeted funding into their respective Projects/accounts for Projects 23010 - Avon Park Law Enforcement Services, 23012 - Environmental Law Enforcement Program, 23011 - College Resource Program, 23013 - School Resource Program, 22076 - LESA, (Law Enforcement Salary Assist) and SCAAP Projects 16039, 18066, 19031 and 21106 with a net Fiscal Impact of \$109,308.00.

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 3rd day of October, 2023.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chris Campbell, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: October 3, 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 September 20, 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: October 3, 2023

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of , 2023.

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 3, 2023

PRESENTER:

SUBJECT/TITLE: Board payables from to September 19, 2023, to October 2, 2023

Attachments: